10:20:39 AM

Original नॉदणी 39 म. Regn. 39 M

पावती क्र. : 2970

गावाचे नाव

दिनांक 16/04/2004

दरतऐवजाचा अनुक्रमांक

टनन2 - 02966 -2004

दस्ता ऐवजाचा प्रकार

करारनामा

करारनामा

सादर करणाराचे नाव: श्री रमेश दुजा

नोंदणी फी

5300.00

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

1200.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (60)

एकुण

6500.00

आपणास हा दस्त अंदाजे 10:35AM ह्या वेळेस मिळल

दुय्यम निक्यम छिंत

बाजार मुल्य: 528198 रु.

मोवदला: 463710रु.

भरलेले मुद्रांक शुल्क: 10520 रु.

वेयकामा प्रकार :चलगानै;

चलन क्रमाक: 15: रक्कम: 5300 हा: दिनाक: 13/04/2004

SARITA REPORTS VERSION 4 8 7

हन न - २ वस्त अमाण १६६ /२००४ 9 / १६०

पुर पुरुष का समाम अवदा , युप्त हो । युप्त के कि अवदा अववद GENERAL STAMP OFFICE 17. TOYMI HALL, FORT, MUMBAL- 109 US. SUCCEPT FOR PAYMENT TO GOVERNMENT NOT THANSFERABLE Franklin 130 07/04/2004 Bursipi Daie MR. RAMESH D. KUNDER Recalled From 102-(11) MMRDA Counter No. : / On Account of None of DD/PO-CHQ: Bank Nams & Amound Payment RBI-Challan No. Spirit a Branch 0030 Hi to 173747 31/03/2004 10520.00 Name : HDFC BANK LID. Branch Name: FORT, MUMBAI - 400 001. 777 1.354.146 k) Lot Date Total D. G. . 04 No Amound Cascription of Stamps Denomination 14.140 Quan 90 Bs., Franking 1 17 latal Five Hundred Twenty 10520.00 .11 BS. . 引机 Ceahlar / Accountant

THIS AGREEMENT made at Mumbai this | Q day of | DPX | Iwo Incompleted Four BETWEEN M/S. CREATIVE BUILDERS, a Partnership Firm having Recorded Partnership Firm having referred to as "the Builders" (which expression shall, unless it be repugnant to the contest of meaning thereof, be deemed to include the partners or person for the time being constitution the said firm and their respective heirs, executors, administrators and assigns) of the One and MR./MS./MS. RAMESH

thereof be deemed to include his permitted assigns) of the Other Pa

2 हन स-२ प्रत क्रांशा /२००४

WHEREAS under and by virtue of diverse documents a list whereof is hereto annexed and marked Annexure 'A' the Builders have acquired the right to develop the property admeasuring 20,601 sq. yards equivalent to 17224.9 sq.metres bearing Survey No.86 (part). 87 (part) and 88 (part) of Village Mira (hereinafter referred to as "the said property") a more particular description whereof is given in the First Schedule hereunder written and to interalia construct building/s thereon;

AND WHEREAS the Builders have prepared a layout of the said property and have also demarcated the said property into various sites (which are shown in different zones) with internal feeder roads giving access to the respective Buildings/sites:

AND WHEREAS certain amenities/services/facilities and internal feeder roads of the said property are to be available for use (in common) by the purchasers of premises in the said Building as specified in the Third Schedule hereunder written:

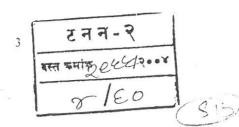
AND WHEREAS the layout of the said property at present prepared by the Builders is a tentative layout showing the different building sites as well as the internal/feeder roads, it being clarified that the entire layout and every part thereof is tentative and is liable to be changed or revised as per the requirements of the Builders and/or MBMC and the Builders have reserved the right to alter the layout/ make variations in the entire layout or any part thereof:

AND WHEREAS the Builders have intimated to the Flatholder and the Flatholder is aware that the Builders will develop the said property to be developed by them as aforesaid in a phased manner as per the said layout plan (with such modifications thereto) as the Builders may from time to time determine and as may be approved by the MBMC and the programme of such phased development will also be determined by the Builders absolutely at their own discretion;

AND WHEREAS the building Complex being constructed on the said property is named "GREEN WAYS";

AND WHEREAS the Builders are putting an applied to lospital/Marriage Hall or any such Public Amenity on a portion of the said property and a three stroyed commercial complex building on another portion of the said property and a three stroyed commercial complex building on another portion of the said property and a three stroyed commercial complex building on another portion of the said property and a three stroyed commercial complex building on another portion of the said property and a three stroyed commercial complex building on another portion of the said property.

AND WHEREAS the said property is to have the benefit of and is to be subject to certain rights and covenants, details whereof a esempli in the Thir Schedule hereunder written:



AND WHEREAS the Flatholder has taken inspection from the Builders of true copies of the documents of title and the other documents required to be furnished under the Maharashtra Ownership Flats Act, 1963, the Development Agreement, the sanctioned Building plans. Commencement Certificate and other permissions and orders interalia in respect of the said Building (which the Flatholder doth hereby confirm):

AND WHEREAS the said property stands in the name of the Original Owners as is apparent from the the Property Register Card, photocopy whereof is annexed hereto and marked as ANNEXURE 'B':

AND WHEREAS the Certificate of Title dated 24.01.2003 in respect of the salid property issued by the Builders Advocates has been inspected by the Flatholder (copy whereof is hereto annexed and marked as ANNEXURE "C"), and no requisitions shall be raised on title;

Skund Eximates AND WHEREAS a multi-stroyed building bearing No. 64 is to be constructed on a portion of the said property, as per the plans sanctioned by the Mira-Bhayander Municipal Council (MBMC), by using the Floor Space Index (FSI) of the said property as also additional F.S.I. by way of Transferable Development Rights (T.D.R) originating from other properties (T.D.R. F.S.I); the said Building No. 64 is hereinafter referred to as "the said Building":

AND WHEREAS the Builders have commenced construction of the said Building and the flats and other premises therein have been/are being sold by the Builders to various purchasers:

AND WHEREAS the Builders will be selling the residential flats in the said Building on what is known as "Ownership Basis":

AND WHEREAS the Builders will also be selling/giving rights for use of the open parking spaces in the compound/open spaces in the compound/open spaces.

the st

AND WHEREAS the Flatholder rassing ted in the Builders Flat No. 403 on the 40 floor of the Building No. 90 in EEN WAY! (hereinafter referred to as "the said premises") with full notice of the terms and conditions and provisions contained in the documents referred to hereinabove and subject to the said conditions hereinafter contained;

ट न न - २ बस्त क्रमांक्षु eccep - ०४ ठेवता येणार नाही , याद्यानतचे

१८) नांनकानं साहित्य रस्त्यावर य सार्वजनिक ठिकाणी ठेवता येणार नाही यावानतचे र

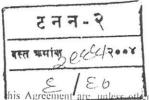
महानगरपालिकेकडून आपणाविरुब्द दंडात्मक कार्यनार्व करण्यात येईल.

- १९) इमारतीचे बांबकामाबाबत व पुर्णत्वाबावत नियमावलीतील बाब क्रं.४३ ते ४६ ची कार्टेकीयको अंगलवजावणी करण्याची संपुर्ण जवाबदारी विकासक/अभियंता, वास्तुविशारद, स्ट्रकारल अभियंता, पर्यवेसक व भारक यांची राहिल.
- २०) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभ पत्र रदद करण्याची कार्यवादी खार्यवादी खालील बांबतीत करण्यात येईल व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या तरतुदीनुसार संबंधिताविरुध्द विहीत कार्यवाही करण्यात येईल.
 - १) मंजुर बांघकाम नकाशाप्रमाणे बांघकाम न केल्यास.
 - २) मंजुर बांधकाम नकारो व प्रारंभ पत्रातील नमुद सर्व अटी व रार्तीचे पालन होत नसल्याचे निदर्शनास आल्यास.
 - ३) प्रस्तावीत जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अिषनियम १९६६ व इतर अधिनियमान्वये प्रस्तावाखालील जागेच्या वापरात बदल होत असल्यास अथवा वापरात बदल करण्याचे नियोजित केल्यास.
 - ४) महानगरपालिकेकडे सादर केलेल्या प्रस्तावात चुकीची माहितीव विषी, प्राहयता नसलेली कागदपत्रे सादर केल्यास व प्रस्तावाच्या अनुषंगाने महानगरपालिकेची दिशाभुल केल्यास निदर्शनास आल्यास या अधिनियमाचे कलम २५८ अन्वये कार्यवाही करण्यात येईल.
- २१) प्रस्तावीत हमारतीमध्ये तळमजल्यावर स्टिल्ट (Stilt) प्रस्तावीत केले असल्यास स्टिल्टची उंची मंजुर गांधकाम नकाशाप्रमाणे ठेवण्यात यावी व या जागेचा वापर वाहनतळासाठीच करण्यात यावा.
- २३) मंजुर बांधकाम नकाशातील २४.० मी. पेक्षा जास्त उंचीचे इमारतीचे अग्निशमन व्यवस्थेनावत सक्षम अधिका-याचे 'ना हरकत प्रमाणपत्र' सादर करणे बंधनकारक आहे.

२४) मंजुर रेखांकनाच्या द्यायेत-विद्यमान हमारत तो हुए जन्मर केले असल्यास-विद्यमान बांघकामक्षेत्र महानगरपालिकेकडून-प्रमाणीत-कठन-येत्र प्रन्य विद्यमन है एते तो हून-नदीन-बांघकामास-प्रारंभ करणे-बंधनकास्क-आहे.

२५) प्रस्तावातील हमारतीचे बांधकाम पुर्ण हाल्या तर निर्ध प्रमाणे पुर्म लिल्या हमारतीस प्रथम वापर परवाना प्राप्त करून धेणे व तदनंतर हमारतीचा कडून वापरासा वापर करणे अनिवार्य आहे. महानगरपालिकेकंडून वापर परवाना न बेन्ह नगरनीची त्राप्त च्यु असल्याचे निदर्शनास आल्यास

4



AND WHEREAS the rights of the Flatholder under this Agreement are unless of the stated, restricted to the said premises hereby agred to be purchased by the Flatholder from the Builders;

NOW THESE PRESENTS WITNESS that it is hereby agreed by and between the parties as follows:

The Builders are constructing and shall construct the said Building No. 04. as per the aforesaid sanctioned Building Plans. As recited above, the said Building is to comprise of Ground floor level and four/ seven upper floors. The Builders have informed the Flatholder and the Flatholder is aware that if the Floor Space Index (FSI) in the locality is increased in respect of the said property and/or additional construction is possible on the said property on account of FSI originating from the said property or Transferable Development Rights (TDR) being utilised on the said property or otherwise and/or if the Builders decide to vary/amend the said sanctioned plan and/or if the MBMC permits construction of additional floor/s and/or flat/s and/or covered or enclosed garages and/or wing/s and/or additional Building/s and/or amendments to the said sanctioned Building Plans, then and in such event, the Builders shall be entitled to, and shall construct such additional floor/s and/or flat/s and/ or wing/s and/or additional Building/s and/or garages as per such revised Building plans but in any event the rights of the Flatholder will be limited to the said premises, unless otherwise stated in this Agreement. It is further clarified, agreed, declared and confirmed by and between the parties that if as a result of increase in FSI of the said property and/or utilisation by the Builders, on the said property of the FSI originating from the said property or Transferable Development Rights (TDR) of some other property, additional construction is possible and is permitted and sanctioned by the BMC then such additional construction that may be put up by the Builders on the said property may be:

(i) By way of additional flats and/or additional floors on the said Building.

and/or

(ii) Additional wing/s to the said Building.

and/or

(iii) Additional Building/s in the said property by amending the layout plans of the said property and/or shifting the location of the proposed building(s)/roads/garden..

The Flatholder hereby expressly consents to all and an such construction/ additional construction by the Builders and igness and to a takes up to mise any objection or to make any claim or demand of any square Phatsoer in a pect serior. This consent shall be considered to be the Flathold is consent a simplated. Section 7(1)(i),(ii) of the Maharashtra Ownership Flats Act, 163

2. The Flatholder hereby agrees to acquire the said premises, shown on the Plan hereto annexed and marked as ANNEXURE 'D' at or for the consideration or purchase price of

Henred Primars Rs. 46371014(Rupees Focus laes sixty three thousand seve hundred ten only Only). The carpet area of the said premises shall be 298 sq.ft. (i.e. 27.66 sq. mtrs.) inclusive of the area of the balconies therein. The aforesaid price of the said premises is inclusive of a sum of Rs. Nil as the proportionate price of the common areas and facilities appurtenant to the said premises.

2 (A). The Flatholder has prior to the execution of this agreement satisfied himself/herself/themselves that the title of the Builders to the said property is marketable and has/have also inspected the documents proving title of the owners to the said property and he/she/they shall not be entitled further to investigate the title of the Builders or make or raise any requisition or objection on any matter relating thereto. The Certificate of Title annexed at Annexure 'C' shall be final.

Strench (b)

By making the following part-payments towards the balance of the purchase price, which part-payments shall be made in the manner and by the instalments specified below:

(1) Rs. 410,000/-/- ** The state of the 30/4104.

	(11)	Rs.	_/-	on or before
	(111)	Rs.	_/-	on or before
	(IV)	Rs.	/-	on or before
	(V)	Rs.	/-	on or before
	(VI)	Rs.	/-	on or before
	(VII)	Rs	/-	on or refored to the
	(VIII)	Rs.	/-	on or refore
	(XI)	Rs.	/-	on of offer
١	(X)	1(3.	70	on or peror
/	(XI)	Rs	/-	on or bo
nd	(XII)	Rs.	/-	on or before
nd	(XIII)	Rs.	/-	on or before
/	3	Rs.	/-	on or before

only)

/- (Rupees

to be paid within 7 days of the Builders offering possession of the said premises to the Flatholder or upon the Flatholder taking possession of the said premises. whichever is earlier.

It is specifically agreed that the apportionment of the proportionate price of common areas and facilities is notional and the purchase price is not subject to change even if the percentage of undivided share relative to the said premises in the common areas and facilities and/or limited common areas and facilities increases or decreases, the intent of the parties being that the said premises are being sold to and purchased by the Flatholder with all the appurtenant rights for the said lumpsum consideration or purchase price of Rs. 463710-4- (Rupees Focus lacs sixty three thousand only) (hereinafter referred to as the said purchase price"). "the said purchase price").

It is hereby expressly agreed that the time for payment of each of the aforesaid 4. instalments of the said purchase price as set out in Clause 3 above and other payments (including deposits, taxes and outgoings) as specified in this Agreement shall be of the essence of the contract. In the event of the Flatholder making any default in payment of any instalment/s of the said purchase price and/or other payments under this Agreement on their due dates and/or in observing and performing any of the terms and conditions of this Agreement and the default continuing in spite of 15 days notice to be sent by the Builders to the Flatholder, the Builders will be entitled to terminate this Agreement and to forfeit to themselves an amount equivalent to 20% of the said purchase price. The Builders will be entitled upon such termination of this Agreement to sell and/or dispose of the said premises in favour of any third party or person as the Builders deem fit at such price and on such terms as the Builders may deem fit and the Flatholder herein will have no right to question or object to or obstruct or interfere with such sale/disposal of the said premises by the Builders or the price for which the said premises are sold (i.e. "the said resale price") or to claim any amount therefrom from the Builders save as provided herein. The Builders shall after resale of the said premises as stated above and realisation by them of the sale proceeds thereof, pay to the Flatholder (i) such amounts as may have been paid by the Flatholder to the Builders in payment of the said purchase price, or (ii) the said amounts (the said resale price) realised by the Builders on such resale, whichever is lesser, after deducting therefrom (a) 20% of the said to the Builders as aforesaid) purchase price of the said premises (which to in Group there of two the date of termination of and the amount of compensation refer this Agreement, (b) the taxes and duggings, if respect of the said premises upto the law of termine on of this interest payable by the Flatholder to the Builders on terms of on of this ement, (c) the amount of s Agreement from the dates of default in payment till the date of termination as a aid and (d) in the event the ference, if any, arrived at after said resale price is less than the said pulling price, the deducting the said resale price from the said purchase price. The Builders shall, in the event

र गण-५ वस्त कराक ट्राप्ट्रिक्ट

of any shortfall in the amounts due to them in terms of this clause, be entitled to recover the said amounts from the Flatholder.

The Builders shall not be liable to pay to the Flatholder any interest, compensation, damages, costs or otherwise. The said amount shall be accepted by the Flatholder in full satisfaction of all his/her/their/its claims under this Agreement and/or in or to the said premises.

5. Without prejudice to the above and the Builders' other rights under this Agreement and/or in law, the Builders may at their option condone any delay in payment and accept from the Flatholder the payment of the defaulted instalment/s on the Flatholder paying to the Builders compensation for such delay on the defaulted instalment/s at the rate of 1.75% per month for the period for which the payment has been delayed.

6(a).

Possession of the said premises shall be delivered by the Builders to the Flatholder by the end of $\frac{Abuil-c^24}{c}$.

The Builders shall not incur any liability if they are unable to deliver possession of the said premises by the aforesaid date (or such other date/s as may be communicated to the Flatholder by the Builders) if the completion of the said Building is delayed by reason of war, civil commotion, national or international happenings, labour problems, non-availability of steel and/or cement or other Building materials or water supply or electric power or by reason of any act of God or non-availability of labour 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 on account of delay in issue of NOCs/ Licences/ Occupation Certificates/ Building Completion Certificates etc. or delay in installation of services and facilities such as lifts, electricity and water connections or sewage or drainage lines or delayed receipt of payments from the flat purchasers or for any other reason technical or otherwise beyond the control of the Builders and in any of the aforesaid events the Builders shall be entitled to such extensions of time (as may be determined by the Architect for the said Building) for delivery of possession of the said premises including as specified in the Maharashtra Ownership Flats Act, 1963 and the Rules framed thereunder (hereinafter referred to

within which possession of the said precise is to improve the Purchaser as per the provisions of Sub-clauses (a) and (b) above shall under extended by months in the event that possession thereof has not been handed over within the day lod provided that the RCC framework of the said Building has been undered on a before the expiry of the said period.

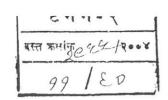
टनन-२ वस्त क्रमांकु ८५८५२००४ 90/E0

(d) If for any reason the Builders are unable or fail to give possession of the said premises to the Flatholder within the period specified in sub-clauses (a), (b) and (c) hereinabove, whichever is later, then and in such case, the Flatholder shall, subject to the Flatholder having theretofore strictly complied with his/her/their/its obligations under this Agreement including making payments as specified herein, be entitled to give notice to the Builders for refund of the amounts already paid by the Flatholder to the Builders under this Agreement in respect of the said premises. In the event that the Flatholder gives such notice to the Builders and the Builders fail to hand over the possession of the said premises within thirty days of receipt thereof this Agreement shall stand terminated and neither party shall have any right or claim against the other under or in relation to this Agreement or otherwise howsoever save as specifically stated herein and the Builders shall be at liberty to sell and dispose of the said premises to any other person at such price and upon such terms and conditions as the Builders may deem fit. The Builders shall after termination of this Agreement refund to the Flatholder the aforesaid earnest money and the further amounts, if any, that may have been received by the Builders from the Flatholder as the instalments in part-payment in respect of the said premises or as deposits under this Agreement as well as simple interest on such amounts at the rate of 9% per annum from the date of receipt till repayment. The Builders shall also pay to the Flatholder a sum of Rs. 5,000/- (Rupees Five Thousand only) as liquidated damages in respect of such termination and delay in giving possession provided that if the Builders are unable to complete the said Building and/or to give possession of the said premises to the Flatholder as a result of any legislative order or regulation or direction of the Government or public authorities, the only responsibility and liability of the Builders will be to pay over to the Flatholder the proportionate amount determined by the Builders as being attributable to the said premises out of the total sum that may be received by the Builders pursuant to such legislation, regulation or direction. The Flatholder shall accept the aforesaid refund, interest and/or liquidated damages as the case may be, in full satisfaction of all his/her/their/its claims under this Agreement or otherwise. Until such amounts are refunded such amount and interest shall, subject to prior encumbrances, be a charge on the said Building to the extent of the amounts due to the Flatholder.

Builders offering possession of the said premises within 7 days of the Builders offering possession of the said premise to the platne or. Upon possession of the said premises being delivered to the Flathorier he/sl /t /it st ll entitled to the use and occupation of the said premises. The Flathorier shan the conflict of the compensated for any loss/ damage caused by fire, riot, st herea thought due to any her cause to the said premises or for delay in possession after active is given by the suilder to the Flatholder that the said premises are ready for use and occupation.

(f) Upon the Flatholder taking possession of the said premises he/she/they/it shall have no claim against the Builders in respect of any item of work in the said premises which may

9



be alleged as not having been carried out or completed other than under Sec. 7(2) of the said Act.

7. As soon as the said premises are notified by the Builders as complete the Flatholder shall pay to the Builders the amounts due and payable by him/her/them/it (including deposits) within 7 days of such notice served individually or to be put in any prominent place in the said Building and shall also be liable to bear and pay his/her/their/its proportionate share of outgoings as specified hereunder whether the Flatholder takes possession of the said premises or not. The Flatholder shall not be entitled to possession of the said premises until all the amounts due and payable by the Flatholder under this Agreement are paid to the Builders. If the Flatholder fails to pay the said amounts in spite of the said notice the Builders will be entitled to terminate this Agreement in terms of Clause 4 of this Agreement.

8(a)(i). The maintenance and management of the said Building and of the said property shall be with the Builders who alone shall be entitled to collect and receive all deposits, taxes and outgoings and to defray all expenses and to disburse all payments in respect thereof. The Flatholders in the said Building shall be liable to bear and pay their proportionate share of all expenses and outgoings pertaining to maintenance of the areas, amenities, services and facilities in the said Building including charges for electricity, watchmen, sweeper, gardener.

8(a)(ii). The Flatholder shall from the date of receipt by him of the notice to take possession of the said premises as referred to in Clause 7 hereinabove be liable to bear and pay to the Builders, his/her/their/its proportionate monthly share of property taxes, development charges and rates or any other local taxes, etc. in relation to the said of the said Building/ property as determined by the Builders, on an ad-hoc basis till such time as the taxes, charges and rates are specifically known and thereafter as determined by the Builders on the basis of the actual taxes etc. being levied by the said MBMC/ concerned authority from time to time. The Flatholder in addition to the above shall further bear and hereby agrees and binds himself/herself/themselves/itself to pay to the Builders until the Conveyance of the said property is executed in favour of a Co-operative Society as hereinafter stated and thereafter to the aforesaid Co-operative Society, his/ her/ their/ its ad-hoc proportionate monthly share towards (a) Insurance Premium, (b) outgoings for the maintenance and management of the charges and other outgoings common amenities, common lights/ elected BUNGES collection of the es for clerks, watchmen, such as administrative charges, bil sweepers, gardeners and maintenance of curred in connection with the said Building/property. The Builder and at the prior to the Conveyance liety, direct the Flatholder favour of the said property being executed Building) to pay to the said depré (and other persons who purchase flats ations pertaining to the said Co-operative Society their proportional conis Building/ property which would otherwise be payable to the Builders, in which event the said

the expenses pertaining to the sale

Co-operative Society shall be liable to bear and pay the expenses pertain purposes related to the said Building/ property.

8(a)(iii). The Flatholder shall on intimation being given that the said premises are ready for use and occupation, pay to the Builders an ad-hoc advance of Rs. 12850 + (Rupees Twelve + hour and evaluation to the said Building. The Builders will adjust and appropriate the said advance from time to time towards the proportionate monthly contributions payable by the Flatholder to the Builders towards the aforesaid expenses and outgoings in relation to the said Building until the said advance is depleted; such adjustments and appropriations to be made in advance on a quarterly basis i.e. at the beginning of the quarter for which the adjustment and appropriation is made. Upon the said advance being depleted, the Flatholder shall forthwith on demand pay to the Builders such further advance as may be determined by the Builders towards the aforesaid expenses and outgoings in relation to the said Building. In case the Flatholder (and other persons who purchase flats and premises in the said Building) are directed by the Builders to pay their proportionate monthly contributions pertaining to the said Building to the said Co-operative Society, the Builders shall hand over the balance of the said advance, if any, lying with them to the said Co-operative Society.

8(b)(i). The Builders have informed the Flatholder that the amenities/services/facilities in the said property shall be maintained by Builders. The Flatholder therefore in additon to above shall also be liable to and shall regularly bear and pay to the Builders until the execution of conveyance in respect of the said property and there operative Society, his/her/their/its adhoc proportionate monthly share of maintenance and management of the areas, amenities, services y which are common for both the Wings of the said Building e/ services/ facilities/ amenities etc. in the said larger proper incurred in connection therewith including electricity charges. dministrative charges, charges for clerks, watchmen, sweepers and

11 E न न - २ वस्त अगंकु eucetro • ४

8(b)(ii). The Flatholder shall in addition to the above amount

matton being given that the said premises are ready for use and occupation, pay to the Builders an ad-hoc advance of 12850 f. J. (Rupces Twelve, thousand eg Only) towards expenses to be incurred by the Builders in the maintenance and management of the areas, amenities. services and facilities in the said property which are common for both the wings of the said Building and of the common infrastructure/ services/ facilities/ amenities etc. in the said larger property including common lights/ electricity charges, water charges and other outgoings such as administrative charges, bill collection charges, charges for clerks, watchmen, sweepers, gardeners and maintenance of accounts incurred/ to be incurred in connection therewith. From out of the aforesaid ad-hoc advance for maintenance expenses and outgoings paid to the Builders by the Flatholder, the Builders shall be entitled to pay/ transfer such amounts as may be required for maintenance expenses and outgoings to be incurred in connection with the common infrastructure/ services/ facilities/ amenities etc. of the said property. The Builders will adjust and appropriate the balance amount of the said advance from time to time towards the proportionate monthly contributions payable by the Flatholder to the Builders towards the aforesaid expenses and outgoings in relation to the said property until the said advance is depleted; such adjustments and appropriations to be made in advance on a quarterly basis i.e. at the beginning of the quarter for which the adjustment and appropriation is made. Upon the said advance being depleted, the Flatholder shall forthwith on demand pay to the Builders such further advance as may be determined by the Builders towards the aforesaid expenses and outgoings. The said advance or the balance thereof, if any, lying with the Builders shall be handed over to the Federation/ Association/Body that may be formed for the maintenance and upkeep of the common infrastructure/ services/ facilities/ amenities etc. in the said larger property.

- 8(c). In case there shall be a deficit in any of the amounts (including deposits) specified hereinabove, the Flatholder shall forthwith on demand pay to the Builders his/her/their/its proportionate share to make up such deficit.
- 8(d). Without prejudice to the above and the other rights of the Builders under this Agreement and/or in law, the Flatholder shall pay to the Builders interest at the rate of 1.75% per month for the period for which the payment of the aforesaid dues has been delayed.
- vilise the values ilise the various advances The Builders shall, at their sole disc and deposits made by the Flatholder to the hich the particular thereto, or adjust the same, for pay en led to leduct from the said advance/deposit has been collected. The or just. Similarly, if the advances/deposits such amounts that the unlder advance/deposit under any head shall fall blus in advance/deposit to adjust ach deficiency against such under any other head, the Builders shall be en surplus in their respective hands. The Builders shall not be required to give an individual

12

of handing over the said advances/depose t (under the respective heads) in respect

break-up of the said account but shall at the time of handing over the Jaid advances/deposits or the balance thereof give a consolidated account (under the respective heads) in respect of all advances/deposits made by the various purchasers to the Builders under this Agreement and the expenses incurred therefrom to the Co-operative Society/ Apex Body/ Association/ Federation, as the case may be, which may recover from its defaulting members/ purchasers, if any, the amounts or dues payable by them towards the said advances/deposits etc. as may have been utilised or adjusted from the advances/deposits etc. made by other members/ purchasers.

- 8(f). The sums paid by the Flatholder to the Builders in terms of this Clause shall not carry interest.
- 9. The Flatholder shall maintain the front elevation and the side and rear elevation of the said premises in the same form as the Builders construct and shall not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Builders.
- 10. The fixtures, fittings and amenities to be provided in the said premises and the said Building are those as set out in the Second Schedule hereunder written. The Flatholder has satisfied himself/herself/themselves/itself about the design of the said premises and also about the specifications and amenities to be provided therein.
- 11. The Flatholder shall use the said premises only for the purpose of a private residence. The Flatholder shall observe and perform all the terms and conditions and covenants contained in this Agreement and shall abide by all bye-laws, rules and regulations of the Government, Local Bodies and Authorities, Electricity Supply Company, the Limited Company/ Co-operative Society/ Organisation etc. and shall attend to, answer and be responsible for all actions and violations of any of the terms and conditions or covenants or rules or bye-laws and shall keep the Builders indemnified against any breach thereof by the Flatholder.
- IT IS HEREBY EXPRESSLY AGREED that the Builders shall be entitled to sell the premises in the said building/s for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes, for respective Legisland to vertical use and/or any other use that may be permitted by the Mira that and Muhicipal Advoration and other authorities and the Flatholder shall not object to make the predict of the aforesaid purposes by the respective Flatholders thereof.
- 12. It is hereby expressly agreed and provided has slope is it does not in any way affect or prejudice the rights herein granted cour of the rightholder in respect of the said premises, the Builders shall be at liberty to sell, assign, mortgage, transfer or otherwise deal

टनन-२ बस्त क्यांगु ec 2/२००४

with or dispose of their right, title or interest in the said premises! Any morteage or encumbrance so created by the Builders in respect of the said premises will be cleared by the Builders before the Flatholder is put in possession of the said premises.

- 12A. It is hereby expressly agreed and provided that so long as it does not in any way affect or prejudice the rights herein granted in favour of the Flatholder in respect of the said premises. The Builders shall be at liberty to sell, assign, mortgage, transfer or otherwise deal with or dispose of their right, title or interest in the said property more particularly described in the First Schedule hereunder written, and/or in the Building/s constructed/ to be constructed thereon.
- 13. The Flatholder shall have no claim save and except in respect of the said premises agreed to be sold to him/her/them/it. All unsold flats, stilt parking spaces, terraces, lobbies and other premises in the said Building as well as all unsold open parking spaces in the compound/ open spaces in the said property shall remain the property of the Builders, until they are conveyed to the Co-operative Society as hereinafter mentioned, but subject even then to the rights of the Builders in respect thereof and the rights of the persons to whom they may allot, sell or give rights in respect of the same.

14. IT IS ALSO CLEARLY UNDERSTOOD AND AGREED BY AND BETWEEN the parties hereto (subject to the other relevant provisions of this Agreement) that:

- (a) The right, title and interest in favour of the Co-operative Housing Society shall be only in respect of the portion of the said property actually conveyed to it unless otherwise provided and shall be subject to the terms, conditions and covenants provided in the Third Schedule hereunder written;
- (b) The Co-operative Society shall in common with The Builders and others, have a Right of Way and means of access over and along the internal layout roads so as to have access to and from the public road and subject to the terms and conditions contained in the Third Schedule hereunder written;
- (c) Outgoings relating to the common infrastructure/ services/ facilities/ amenities etc. referred in Clause 8(b)(i) and 8(b)(ii) shall include the cost of repair to and maintenance of the common roads, lighting, common pipes and other infrastructure/ services/ facilities/ amenities etc. common of the Suilding and other Building/s in the said property;
- (d) The Builders have reserved to menselves a few or next to the full, free and complete right of way and mente of accessing er, along an under all the internal access roads and the common regent. Was wall traces. I day and night, for all purposes, with or without carts, calviages, into the aris, mole cycles, wagons and other vehicles, laden or unladen, and within vithout horses and other animals and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) necessary for the full and proper use and enjoyment of

the said property (and the neighbouring lands) and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to and/or surrounding each and every Building in the said property;

- 15. Nothing contained in this Agreement shall be construed so as to confer upon the Flatholder any right whatsoever in to or over the said property or the said Building or any part thereof including the said premises save as provided herein. It is agreed by and between the parties that such conferment shall take place on the execution of the Deed of Conveyance in respect of the said property in favour of a Limited Company or a Co-operative Society as stated herein or in the event of the Builders submitting the said property and the Building to the provisions of the Maharashtra Apartment Ownership Act, 1970 (Maharashtra Act No. XV of 1971) then on the execution of the Deed of Apartment of each premises (Apartment) in favour of the Flatholder thereof as hereinafter mentioned and that the Builders shall interalia have a right to control the management of the said Building and the said property till execution of the Deed of Conveyance or the Deeds of Apartment as aforesaid.
- 16. Until the execution of the Conveyance thereof the possession and the right to management of the said property shall continue to be with the Builders.
- 17. The Flatholder shall not let, sub-let, transfer, assign, or part with his/her/their/its interest 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 Flatholder to the Builders under this Agreement are fully paid up and only if the Flatholder has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flatholder has obtained permission in writing of the Builders for the purpose. Further, such transfer shall only be in favour of such transferee as may be approved by the Builders. In the event of any contravention of what is stated hereinabove in this clause the Builders shall be entitled to treat any person who is placed in possession of the said premises as a trespasser and to deal with him accordingly including without prejudice to charge compensation from the Flatholder/ the said person on account of such breach.
- 18(a). The Flatholder and the persons to whom the said premises are let, sub-let, transferred, assigned or given possession of, shall from the said premises are let, sub-let, transferred, assigned or given possession of, shall from the sign all applications, papers and documents and do all acts, deeds and things at the purchase of do or the Co-operative Society may require for safeguarding the interest of the Builder at Vor of the flatholders and purchasers of other premises and spaces in the stable utilding and to in the said property in so far as may be applicable.
- 18(b). The Flatholder shall ensure the as an exhausting orders shall so require the Cooperative Society shall pass the necessary to the said building the right of the Builders to carry out additional construction work on the said Building the said property and confirming

हनन-२ वस्त कल्लाहुं eccle २००४ 90 / EO

the right of the Builders to sell on ownership basis such additional area to be constructed in the said Building/property and/or to give rights therein to persons of the choice of the Builders.

19. The Flatholder and the persons to whom the said premises are let, sub-let, transferred, assigned or given possession of shall observe and perform all the bye-laws and/or the rules and regulations which the Co-operative Society on its registration may adopt and the additions, alterations or amendments thereof from time to time, for protection and maintenance of the said property and the said Building/ property and the premises therein and/or in the compound thereof and for the observance and carrying out of the Building Rules and Regulations and the Bye-laws for the time being of the MBMC and other public bodies. The Flatholder and the persons to whom the said premises are let, sub-let, transferred, assigned or given possession, shall observe and perform all the stipulations and conditions laid down by such Co-operative Society regarding the occupation and use of the said Building/ property and the premises therein and shall pay and contribute regularly and punctually towards the taxes and/or expenses and other outgoings in accordance with the terms of this Agreement.

20(a). It shall be at the option of the Builders to have one Co-operative Society in respect of all or different groups of buildings (including the said Building No. 04) constructed/to be constructed on the said property and to convey the said property and the said Building and to obtain a conveyance of the said property (or portions thereof) with the buildings thereon to such Society.

20(b). The Builders may instead of having one such Co-operative Society have a separate Co-operative Society for the said Building No. Or a separate Co-operative Society in respect of each Building thereof, in which event the said Building shall be conveyed in favour of the Co-operative Society/ Societies formed by the purchasers of flats and other premises in the said Building No.

20(c). The Builders shall in such event (subject to obtaining permission under law and rules and regulations) execute necessary Deed of Conveyance of the said property (to the extent as may be permitted by authorities without being the first compensation whatsoever), together with the buildings and structures them structured the following through the property (to the extent as may be permitted by authorities without being the first compensation whatsoever), together with the buildings and structure them structured that four the following through the following throug

20(d). The Flatholder hereby agrees and it takes to be member of the Co-operative Society to be formed in the manner herein appearing. References in this agreement to Co-operative Society/ Societies or a Co-operative Housing Society shall be references to such one

टनन-२ बात भार्य थिट रि००४

Each Flatholder shall pay on demand a sum of Rs. 350/- towards the share money and application entrance fee and expenses for the formation and registration of the Co-operative Society.

20(e). The Flatholder shall from time to time to sign and execute all applications for registration and for membership and other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in and sign in the office of the Builders the same within 10 (ten) days of the same being intimated to the Flatholder. No objection shall be taken by the Flatholder if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other competent authority or which may otherwise be necessary. On the Co-operative Society being registered the rights of the Flatholder as the purchaser of the said premises will be recognised and regulated by the provisions of the said Co-operative Society and the Rules and Regulations framed by them but subject to the terms of this Agreement and the rights of the Builders as provided herein.

20(f). The Conveyance of the said property described in the First Schedule hereunder written, with the said Building, shall also be together with the benefit of the Common Right of Way and the access over, under and along the internal layout road and common recreation areas and it is intended that a Federation or Association shall be formed of the holders of all the different plots/sub-plots (if any) in the said property or their successors-in-title, who would maintain and repair such layout roads including the lighting, drainage, watermains, storm water drains etc., sullage tank with pumps and the recreation areas (the expenses thereof to be shared by them respectively in proportion to the built-up area of the structures on the said property) as is provided in the Third Schedule hereunder written. This Clause will apply to the D. P. Road only till such time as the D. P. Road is taken over by the MBMC and no rights shall be claimed by the Flatholder/ Society in connection with/ relating to such D. P. Roads. The Builders shall have the full rights to hand over/transfer the D.P. Roads and/or areas under reservation to the MBMC and/or other authorities and to avail of (on their own account) all benefits resulting therefrom. It is specifically understood and agreed by and between the parties hereto, as and by way of an essential and integral part of this Agreement and the title to be created in pursuance hereof that the title to be created in pursuance hereof that the ne wandelale de is Agreement and the Housing Society shall be subject to the rights and that adequate pro A us shall be made in Conveyance to be executed in pursuance her of this ng emen powering for the terms, the Deed or Deeds to be executed in pursua he unde written; the exact Th &d conditions and covenants referred to in Jonably required by details of such terms and conditions and compants the Builders Advocates.

टनन-२ बक्त क्यांकुट्टिप्रं००४

20(g). The said Conveyance shall be executed only after the sale property shall have been fully developed to the maximum extent desired by the Builders (by utilisation of the F.S.I. of the said property and/or of permissible T.D.R. and/or other F.S.I. as aforesaid) and all the flats and other premises in the buildings are sold and disposed of and after the Builders shall have received all dues including towards outgoings and various deposits payable to it under the terms of the agreements with the persons who have purchased flats and other premises in the said property/building/s thereon.

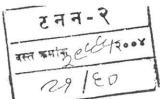
20(h). The provisions herein contained for conveying the said Building named "Building No. Oh. in "GREEN WAYS" and the said property described in the First Schedule hereunder written, shall be subject to the other relevant provisions of this Agreement.

- 21. A Federation/ Association/ Body of Organisations (herein referred to as 'the Federation') comprising of the various Co-operative Societies, Limited Companies and/ or Organisations may, if so determined by the Builders, be formed only after the said property shall have been fully developed to the maximum extent desired by the Builders and all the flats, parking spaces and other premises and spaces in the buildings constructed/ to be constructed thereon are sold and disposed of and after the Builders shall have received all dues including towards outgoings and various deposits payable to them under the terms of the Agreements with the persons who have purchased premises in the said buildings.
- 22. The Flatholder hereby covenants that it shall be the responsibility of the Flatholder to abide by all the bye-laws, rules and regulations of the Government, MBMC, or the B.S.E.S. and any other authorities and Local Bodies and shall attend to, answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.
- 23. The Stamp Duty and Registration Charges of and incidental to this Agreement shall be borne and paid by the Flatholder. The Flatholder will lodge this Agreement for Registration with the Sub-Registrar of Assurances at Thane and the Builders will attend the office of the concerned Sub-Registrar and admit execution of this Agreement after the Flatholder informs them of the number under which it is lodged for registration by the Flatholder.
- In the event of the Co-operative So stered and/or the Deed of Conveyance being executed before Iding (including the additional construction to be carried out nerein a // sale and disposal by the Builders of all the flats and other b omises (including the said additional construction) the power and auti ed or of the Flatholder and the purchasers of the other flats in the be subject to the overall authority and control of the Builders in respect or of the matters concerning the construction and completion of the said Building (including the said additional construction)

टनन-२ मसा काकु लाउ प्रकार 20/80

construction and completion of the said Building (including the and all amenities pertaining to the same and in particular the Builders shall have absolute authority and control as regards the unsold flats and other premises and the sale/ disposal thereof. In case the Deed of Conveyance pertaining to the said property or portions thereof is executed for any reason prior to the completion of the buildings being constructed/ to be constructed on the land which is the subject matter of the said Deed of Conveyance (hereinafter referred to as "the said new Buildings") or before the disposal by the Builders of all the flats and other premises in the said new Buildings or the receipt by the Builders of the total consideration money and other amounts receivable by them from all persons who obtain the flats, car-parking, scooter parking spaces and other portions in the said property or rights in respect thereof, then and in such event, the Builders shall have the right to construct and complete the said new Buildings and to dispose off the unsold flats, car-parking and scooter-parking spaces and/or other portions of the said property and/or to receive the consideration money and other amounts on their own account and for their own benefit even though such Conveyance is obtained in favour of the Co-operative Society and then and in such case, the Builders shall join in (and be admitted) as the Promoter/ Member of the Cooperative Society in respect of such unsold flats and premises and as and when such premises are sold, to the persons of the choice and at the discretion of the Builders (the realisations belonging to the Builders alone) the Co-operative Society shall admit as members the purchasers of such premises without charging any premium or any other extra payment and without any reservation or condition whatsoever, such purchaser having the same rights and the same benefits and being subject to the same obligations that the Flatholder and the other members of the Co-operative Society may be entitled and/or subject to as members of the Cooperative Society; the Flatholder hereby agrees to give his/her/their/its consent. if required, to such person/s being admitted as member/s of the Co-operative Society without raising any objection whatsoever. The Builders shall be liable to pay only the municipal rates and taxes, at actuals (levied on the unsold flats) and a sum of Rs. 251/- (Rupees two hundred fifty one only) per month towards outgoings in respect of the said Building/property and also in connection with the estate i.e. the said larger property as stated in clause 8(b)(i) and 8(b)(ii) hereinabove, though the Builders are not bound to pay the same, in respect of the unsold flat/s. Adequate provisions for the above may be made in the said Deed of Conveyance.

M/s. N.S. Patel & Co. or any other cate of the Builders shall nd all other documents prepare and/or approve, as the case may by to be executed in pursuance of this Agraman as a connection with the Il cost larges and expenses, conhectic with the preparation formation and registration of the Co-deration Soci and expense including stamp duty, registration charges and execution of the Deed of Conveyance and other contents and mation and registration the Decla of the Co-operative Society or the Organisaria on under the Maharashtra Apartment Ownership Act shall be proportionately borne, shared and paid by all the flatholders of the said Building and/or be paid by such Co-operative Society. The Builders



shall not be liable to contribute anything towards such expenses. The Flatholder shall on demand pay to the Builders his/her/their/its proportionate share in regard to the above. The amount payable under this clause is in addition to the amount as mentioned in Clause 8(a)(iv) above. Such amount if required by the Builders shall be kept deposited by the Flatholder with the Builders at the time of taking possession of the said premises and shall, until utilisation, remain with the Builders free of interest or as may be provided in law.

- 26. Any further deposits that may be demanded by or paid to the MBMC for the purpose of sanctioning the plans and/or issuing Commencement Certificate/s and/or Occupation Certificate/s and/or Building Completion Certificate/s and for giving water connections to the said Building shall be payable by all the flatholders of the said Building in proportion to the respective area/ purchase price of their respective flats and other premises as may be decided by the Builders, the amount of the share of each flatholder to be determined by the Builders. The Flatholder agrees to pay to the Builders within seven days of demand, such proportionate share of the Flatholder of such deposit.
- 27. If at any time any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the MBMC, Government and/or any other public authority in respect of the said property described in the First Schedule hereunder written and/or the said Building the same shall be borne and paid by all the flatholders in the said Building in proportion to the respective area of their respective flats. The Flatholder agrees and binds himself/herself/ themselves/itself to pay the same as and when demanded by the Builders.
- It is clearly understood and agreed that it shall not be the obligation of the Builders to make payment of the taxes and other outgoings payable to the concerned authorities unless and until the Builders have received the same from the purchasers/holders of various flats/units and other premises in the said Building. The Builders shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said premises and/or the said Building (and/or the said property or portions thereof) by the concerned authorities due to non-payment of taxes, electricity bills and/or other dues etc. to the said authorities on account of default in making payments of the said taxes, electricity bills and/or other dues at by the flath ther and/or other purchasers of premises therein and/or their failing to otherw with the flath the and/or other respective Agreement.
- 29. All letters, circulars, receipts and/or notices to be serve on the Flatholder as contemplated by this Agreement shall be de men to thave been, ally served if sent to the Flatholder by prepaid post under certificate posting at his er/their/its address specified below.

299-9 100-1ED

(A)

HEG 53 3/4 Parsiwadi, Ram Sanjivani Vila, Kalina Mumbai 98

The Certificate of Posting shall be sufficient proof of receipt of the same by the Flatholder and shall fully and effectually discharge the Builders. In case of there being more than one Flatholder, the rights hereunder shall be deemed to vest only in the first Flatholder for the purposes of this Agreement.

- 30. The Flatholder and the other persons who have acquired or who acquire the other flats in the said Building shall be required to sign all forms, applications, papers, deeds and documents etc. as may be reasonably required for the formation and registration of a Cooperative Society as aforesaid and to effect a proper Conveyance of the said property with the building/s and structures thereon.
- 31. The Builders will have the option to impress the said property/ portions thereof with the provisions of the Maharashtra Apartment Ownership Act 1970, instead of getting a Cooperative Society registered. If the Builders so decides to apply the provisions of the Maharashtra Apartment Ownership Act in respect of the said property, the Builders will execute the necessary declaration as contemplated by Section 2 of the said Act and will execute a separate Deed of Apartment in respect of the respective flat in favour of the respective flatholder to which the declaration may pertain, instead of a conveyance in favour of a Co-operative Society contemplated above. The references in this Agreement to a Co-operative Society/ Societies will in such event be deemed to refer to the Organisation/s to be formed in pursuance of the said declaration and further the references to the bye-laws of the Co-operative Society will be deemed to refer to the bye-laws of the Co-operative Society will be deemed to refer to the bye-laws of the Condominium to be formed pursuant thereto.
- 32. The Builders shall also have the option to get incorporated a Limited Company/ Companies instead of getting a Co-operative Society/ Societies registered in respect of the said Building. If the Builders so decide to have a Limited Company/ Companies incorporated then in that case all references in this Agreement to a Co-operative Society/ Societies will be deemed to refer to the said Limited Company/ Companies and trefferences to the formation and registration of a Co-operative Society/ Societies all be deemed to refer to the incorporation of the Limited Company/ Companies and the refer to the present the second to refer to the incorporation of the Limited Company/ Companies and the refer to the bye-laws of the Co-operative Society will be deemed to refer to the Memoran and Ind/ or Articles of Association of the Limited Company and references to the positive Societies will be deemed to refer to the Registrar of Companies 27.
- 33. Till the Conveyance relating to the said property and the said Building is executed the Flatholder shall permit the Builders and their Surveyors and Agents, with or without

workmen and others, at all reasonable times, to ener into and upon the soft premises/property/Building or any part thereof to view and examine the state and condition thereof and also 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 off the supply of water and other services to the said premises or any other premises in the said Building in respect whereof the Flatholder or user or occupier as the case may be shall have committed default in payment of his/her/their/its share of the taxes and other outgoings as also in the charges for electricity consumed therein. The Flatholder shall similarly permit the officials and workmen of the concerned authorities to enter into and upon the said property and said Building or any part thereof for any of the said purposes both before and after execution of the Conveyance as aforesaid. The Flatholder shall at his/her/their/its costs, make good, within one month of the Builders giving a notice in writing, all defects, decays and wants of repair in and to the said premises of which such notice shall be given by the Builders to the Flatholder.

34(a). It is clearly understood and agreed by and between the parties hereto that the Builders shall have the unqualified and unfettered right to deal with, grant rights to, allot, transfer or sell on ownership basis all or any of the premises referred to in Clause 13 above to any persons of their choice, whether or not such persons hold any flat in the said Building.

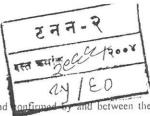
34(b). Further, in the event of the Builders obtaining permission from the MBMC for constructing one or more premises on the terrace of the said Building then the Builders shall be entitled to dispose of such premises proposed to be constructed by it on the terrace, together with the open terrace attached thereto to such person/s and at such rate and on such terms as the Builders may deem fit. The Builders shall be entitled in that event to allow use of such entire terrace (or portion/s thereof) to the person/s who purchase such premises proposed or constructed on the terrace and the terrace (entire or part, as the case may be) shall then be in exclusive possession of the persons who purchase such premises proposed or constructed on the terrace as owners thereof. In the event of the Builders constructing more than one premise on the terrace, the Builders shall be entitled to dispose of the concerned premises together with the portion of the terrace proportionate to and/or appurtenant thereto. The Cooperative Society that may be formed by the purchasers of premises as stated herein shall admit as its members the persons who purchase the terrace (or portions thereof) or such premises that may be proposed to be constructed to an additional terrace with the exclusive right to the said persons in the proposed to the content of the terrace with the exclusive right to the said persons in the proposed to the content of the terrace with the exclusive right to the said persons in the proposed to the content of the terrace with the exclusive right to the said persons in the proposed to the content of the terrace with the exclusive right to the said persons in the proposed to the content of the terrace of the said persons in the proposed to the content of the said building then the said Building t

35. It is also understood and agreed available between the parties nereto that the terrace space in front of or adjacent to the terrace flats (i.e. that specifica) sold/allotted along with the said terrace space) in the said Building (Iny shall had my dusively to the respective purchasers of such terrace flats and such terrace are intended for the exclusive use of the respective terrace flat holders. The said terrace spaces shall remain open to sky until and

EAA- ?

unless permission is obtained in writing by the purchaser thereof from the the Br Co-operative Society, as the case may be, and the MBMC.

- 36. The Builders shall be at liberty (and are hereby permitted) to make variations in the layout of the said property and/or the elevation of the building/s therein including relocating the open spaces/all structures/buildings/garden spaces therein and/or varying the location of the access to the said Building and obtain from the MBMC, revised permissions/sanctions for development of the said property, as the exigencies of the situation and the circumstances of the case may require. The Flatholder hereby expressly consents to all such variations. The Conveyance and other documentation referred to in the foregoing clauses will be prepared accordingly.
- 37. The Flatholder agrees and undertakes to give all the facilities to the Builders to carry out any construction/ additional construction work on the said Building and/or in the said property. The Flatholder shall not raise any objection thereto on any ground including that light and air and/or ventilation to the said premises or any other part of the Building or property is adversely affected or likely to be affected by such construction. The Flatholder hereby agrees that it is an integral term of this Agreement that the Builders shall be entitled to further develop and carry out construction on the said property and/or in to or over the said Building even after possession of the said premises is handed over to the Flatholder. The Flatholder hereby specifically agrees that he/she/they/it shall co-operate with the Builders to enable them to carry out the said construction and shall not in any manner obstruct or hinder the said construction or development.
- 38. If at any time prior to or even after the execution of the Deed of Conveyance, the F.S.I. at present applicable/available to the said property is increased and/or if the method of computation of F.S.I. is changed or altered, all resulting benefits shall enure for the benefit of the Builders alone and the Builders will be entitled, interalia, to put up further construction on the said property and to deal with and dispose of the same on the account of and for the benefit of the Builders alone without any rebate to the Flatholder.
- 39. The Builders shall have a first lien and charge on the said premises agreed to be acquired by the Flatholder in respect of any unpaid amount payable by the Flatholder to them respectively under the terms and conditions of this Agreement and of the stiff to be created it espect of the said premises under this Agreement in favour of the Flatholder and only if the all amount of the said purchase price, by instalments aforesaid appeal by the Flatholder to be Builders (and not otherwise), will the Flatholder have or be shiftle to craft any rights, ainst the Builders under this Agreement and/or in respect of the said atempas.



- 40. It is hereby further expressly agreed, declared and confirmed by and between the parties hereto that the Builders shall have the absolute discretion:
 - To decide and determine what plots and what areas are to be comprised in the said property;
 - (ii) To vary or alter from time to time, the layout and the internal/feeder roads and/or the dimensions of the said property and/or the location or extent of the open spaces and/or garden and/or Recreation Areas (RG);
 - (iii) To decide all matters pertaining to the formation of Co-operative Society/ Societies, Limited Company/ Companies, other Organisation/s in respect of various buildings in the said Complex and/ or Federation/ Association/ Body of them and the execution of conveyance/s and/ or other document/s of transfer in relation to the said property.
- (b) No objection shall be raised nor will any obstruction or hindrance be caused by the Flatholder and/or the Co-operative Society to the alterations and/or variations aforesaid.
- (c) The right of the Flatholder shall be limited to the said premises agreed to be purchased by the Flatholder with the fixtures fittings and amenities therein and the specifications of the said Building being as described in the Second Schedule hereunder written.
- (d) The references in Clauses 18(b), 19, 20, 24, 30, 31, 32, 33, 34, 36, 37, 38 and other relevant clauses in this Agreement to the said property and/or the said Building shall be deemed to include references to the said property (or portions thereof) and/or the buildings thereon in the event that one Co-operative Society is formed in respect of the said Building and all or different groups of buildings on the said property (or portions thereof) and the Conveyance of the said buildings and/or the said property (or portions thereof) is executed in favour of such Society.
- The Builders have informed the Flatholder and the Flatholder is aware that the 41. Builders have retained to themselves the exclusive right of providing T.V. - Cable and dish or mobile antennae net work in the building/s constructed the constructed on the said property including the said Building. The aforesaid right re genined by Builders to themselves permanently and they shall be entitled to deady ssign the said rights in favour of such person or body corporate ave and unless the Builders relinquish the said rights. The assignment shall belong to the Builders alone. In view thereo s/pur asers of premises in one the said Building shall have a right to obtain R ina net work facilities either alone or jointly with others through any other ents but wall obtain the T.V. - Cable and dish antenna facilities from the Builders/ the assignee of the Builders save and except in

EAA-?

ITH PROCE TAMES

THE JED

THE QUISHMENT TO CHESTIO. The

the assignee of the Builders save and except in the case of reliquishment of Co-control of the Flatholder and/or occupants and/or the Co-operative Society shall pay the charges [including deposits] as may be charged by the Builders and/or such assignee as aforesaid for availing the transmission facilities to be provided for T.V. - Cable and dish antennae facilities and net work as aforesaid and shall give to them all necessary co-operation for enabling them to install, maintain and repair the equipment therefor. The Co-operative Society/ purchasers of premises in the said Building shall not be entitled to charge the Builders and/or their assignee as aforesaid any amount for the said rights or incidental thereto. The necessary covenant will be incorporated in the Conveyance to be got executed by the Builders in favour of the Co-operative Society.

- 42. The Flatholder shall not without the written permission of the Builders use the premises or permit the same to be used for any purpose whatsoever other than for which the same is sold or for any purpose which may be or is likely to cause nuisance or annoyance to occupiers of the other Flats/Shops in the said building or to others the owners or occupants of the neighbouring properties nor for any illegal or immoral purpose.
- 43. Any delay or indulgence by the Builders in enforcing the terms of this Agreement or any forbearance or giving time to the Flatholder shall not be considered as a waiver on the part of the Builders of any breach or non compliance of any of the terms and conditions of this Agreement by the Flatholder and the same shall not in any manner prejudice the remedies of the Builders.
- 44. The Builders shall be entitled to alter the terms and conditions of the agreements relating to any of the premises in the said Building/property including the user thereof and the persons who purchase such premises from the Builders will be entitled to use the premises acquired by them for such purpose as may be agreed to between the Builders and the said persons and as may be permissible under the rules and regulations of the local and statutory authorities. The Flatholder herein shall agree to the exercise by the persons who acquire premises under such agreement of his/her/their/its rights under the same but the Flatholder herein shall have no right to require the enforcement thereof or any of them at any time.
- 45. The Flatholder himself/herself/themselves/itself with meinton its and all persons into whosoever hands the said premises may come, doth the prefurther sover in the Builders as follows:
- (a) Not do or permit to be done anything in profetal said Bill ding/profetal and also in the staircase or any passages which may be galact the said. The said Bill ding or bye-laws of the concerned local or any other authority or charge/alar or nake tiditions in or to the said Building and the said premises or all art filters.
- (b) Not to store in the said premises any goods which are of a hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the

277-2 Att Artigette 17.08

To by the concentral local

said Building or storing of which goods is objected authority

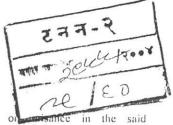
- (c) Not to carry or cause to be carried heavy packages to the said premises which may damage or are likely to damage the staircase, lift/s, common passages or any other structure of the said Building, including entrances of the said Building and in case any damage is caused to the said Building or the said premises or any portion thereof on account of the negligence or default of the Flatholder in this behalf, the Flatholder shall be liable for the consequences of the breach.
- From the date the said premises are notified by the Builders as being ready for use and occupation to carry out at his/her/their/its own costs all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by the Builders to the Flatholder and not do or suffer to be done anything in or to the said Building or the said premises which may be contrary to the rules and regulations and bye-laws of the Co-operative Society or concerned local authority or other public authority. In the event of the Flatholder committing any act in contravention of the above provision, the Flatholder shall be responsible and liable for the consequences thereof to the Builders, Co-operative Society, concerned local authority and/or other public authority.
- (e) 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 after the date the said premises are notified by the Builders as being ready for use and occupation, the same shall be carried out by the persons who have purchased various premises in the said Building and/or the Co-operative Society at his/her/their/its own costs and the Builders shall not be in any manner liable or responsible for the same.
- Not to demolish or permit to be demolished the said premises or any part thereof, nor (f) at any time to make or permit to be made any addition or alteration in the said premises or in the elevation and outside colour scheme of the said Building and to keep the partitions, sewers, drains and pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the said Building and the Flatholder shall not re Builders and the Co-operative Society without the prior written permission of and the concerned authorities permit the closing of an picks of the conies or chisel or in any other manner damage the commission and walls, stable of R.C.C. Pardis or other structural members in the said and set. In the shale any damage to the adjoining premises or to the premises surrated belower to the whins on a (inclusive of leakage of water and damage bunt of any alterations made by the Flatholder in the said premises (when such alterations are permitted by the Builders, the Co-operative Society and/or concerned Authorities or not) the

Zelections

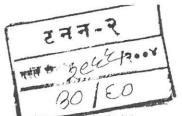
RULLED

Flatholder shall at his/her/their/its own costs and expense (including recurrence of such damages).

- (g) 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 property and the said Building.
- (h) The Flatholder shall not do or permit to be done any act or thing which may render void or voidable any insurance, if any, 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 or other buildings in the said property.
- (i) Pay to the Builders within 7 days of demand by the Builders his/her/their/its share of security deposit demanded by or paid to the concerned Local Authority or Government for giving water, electricity or any other service connection to the said Building.
- (j) The said Co-operative Society as may be formed of the holders of flats and other premises in the said Building shall not issue Share Certificate to any member without obtaining the No Objection Certificate from the Builders certifying that the Builders have no outstanding/dues pending on any account from the Purchaser/Member. If the said Co-operative Society issues Share Certificate to any member without adhering to or abiding by the aforesaid condition, the said Co-operative Society shall be responsible and liable to pay such amounts due and payable if any by such Purchaser/Member to the Builders.
- (k) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned Local Authority and/or Government and/or other Public Authority, on account of change of user of the said premises by the Flatholder.
- The Flatholder shall observe and perform all the rules and regulations which the Cooperative Society may adopt at its inception and the addition alterations or amendments thereof that may be made from time to tune as iso the I ding rules, regulations and bye-laws for the time being of the concerner, ocal A the ty and of Government and other public bodies. The Flatholder shall the observe all perform all the stipulations and conditions laid down by the Cooperative occie regarding the occupation and use of the said premises in the said B thing and sall pay and contribute regularly and punctually towards the task expenses or over outgoings in accordance with the terms of this Agreement.



- In case the Flatholder causes any obstruction of same in the said premises/Building/property the Flatholder shall forthwith remove the same on being called upon to do so by the Builders/Co-operative Society and in the event that the Flatholder fails to remove the said obstruction/nuisance it may be removed by the Builders/Co-operative Society at the costs and consequences of the Flatholder.
- The Builders shall in addition to the construction/ additional construction work referred in this Agreement and specifically in Clause 1 hereof be entitled (but not bound) to construct additional structures like sub-station for electricity, an office for the Co-operative Society, gymnasia, underground and overhead tanks, septic tanks and soak pits, structures, watchman's cabin, toilet units for domestic servants, the location of which are not particularly marked upon the floor plans or layout plan of the said property and that the Builders shall always be entitled to sign declarations, undertakings and indemnities on behalf of the Flatholder as required by any Authority of the State or Central Government or BMC or Competent Authorities under any law concerning construction of Buildings or development of the said property.
- (o) To pay the total consideration amount and the other amounts including taxes and outgoings and deposits, together with compensation/ interest thereon, if any, payable under the terms of this Agreement as and when it becomes due and payable without requiring any notice from the Builders regarding any such payment.
- To observe and perform all the terms and conditions and covenants to be observed (p) and performed by the Flatholder as set out in this Agreement (including in the recitals hereof and the Third Schedule hereunder written). If the Flatholder after the delivery or possession of the said premises neglects, omits or fails to pay for any reason whatsoever to the Builders the amounts payable under the terms and conditions of this Agreement within the time specified for the payment thereof or if the Flatholder shall in any other way fail to perform or observe any of the covenants and stipulations herein contained or referred to within a period of 15 days from receipt of a written notice from the Builders calling upon the Flatholder to make the said payment and/or comply with the said covenants and stipulations, the Flatholder shall be fully responsible for the consequences arising or account of suggested to the Builders and the Purchasers of other units and premises, in the same Building/ property and (without prejudice to the liability of the Elatholder to ay the liders interest on the outstanding payment/s at the rate of 175% per month for the delayed period) shall cease to be entitled to the use and the Built wilk n sug event be entitled to take appropriate steps to stop the later and using y of the common areas, facilities and/or amenities until the and cleared all arrears and interest payable thereon.



- It is clearly understood and agreed by and between the part and that the Builders shall be entitled to put up in any portion of the said property (other than the plinth area of the said Building) any structures, sheds, buts or other enclosures, whether of masonry walls, wood, mud, metal or any other material whatsoever, for use as a dwelling for workmen or labourers or staff engaged in matters relating to the construction/ additional construction and development of the said property/ project and/or for storage of material till such time as the entire project has been completed. The Purchaser/ Co-operative Housing Society/ Societies/ Body/ Bodies/ Organisation/ Organisations formed of the Flat Purchasers in the said Building/ project shall not object to the above on the grounds of inconvenience or nuisance or any other grounds whatsoever.
- 46. The nature, extent and description of the "common areas and facilities" and of the "limited common areas and facilities" and the percentage of the undivided interest of the said premises therein shall be as per Clause 47(a) and Clause 47(b) below. It is expressly agreed and the Flatholder is aware that as a result of changes in the building plans of the said Building the share of the said premises in the said common areas and facilities and limited common areas and facilities may increase or decrease. The Flatholder hereby expressly consents to such changes in the said share and hereby irrevocably and expressly authorises the Builders to so increase or decrease the said share of the said premises in the said common areas and facilities and limited common areas and facilities of the said Building and/or the said property.

47(a). Common areas and facilities:

- Entrance lobby, foyer, staircase, lifts, and main landing in each Wing of the said Building will be for the benefit of the Flatholders in the said Wing of the said Building;
- (ii) The compound of the said Building i.e. the open spaces in the said property (including garden/ landscape area but excluding open areas demarcated as open parking spaces) shall be for common use and benefit of all flatholders.
- (iii) The staircase of the respective Building, including main landing, is for the purpose of ingress and egress of the Hathring of and visitors to such Building but not for the purpose of staging of land visitors to such or for sleeping:
- Terrace space above the top floor of reach Billiang is (s.b.) to the rights reserved by the Builders in respect thereof a good level [fein] and for use by the members owning flats in the concerned building for common purposes like putting up T.V. Antenna and least reing specific pounding of "masala" or any such objectionable user;

27-7-8 14-1-18-9 / E.D

- (v) Watchman's cabin in the compound of the Building is meant for common use and benefit of all flatholders.
- (vi) The underground water storage tank of each of the said Building is meant for use by the members owning flats in the said building.
- (vii) The underground tank for storage of water for fire-fighting purposes is common for all the said Building.

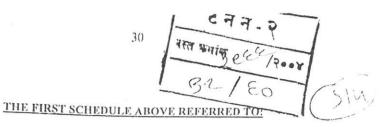
The Flatholder will have a proportionate undivided interest in the above.

47(b). <u>Limited common areas and facilities:</u>

- (i) Landing in front of the stairs and common passages on the floor on which the particular flat is located, as a means of access to the flat but not for the purposes of storing or as a recreation area or for residence or for sleeping:
- (ii) 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.

The Flatholder will have proportionate undivided interest in the above.

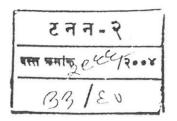
- 48. Payment of the various deposits under this Agreement and the Schedules thereto by the Flatholder to the Builders shall not entitle the Flatholder to make default in or delay making any payments as provided in the Agreement and in the Schedule thereto.
- 49. All payments, required to be made under this Agreement, shall be by Account Payee Cheques/Pay Orders/Demand Drafts in favour of the Builders and no payment made otherwise 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 and signed by an authorised signatory. All receipts issued shall be subject to realisation of Cheque/s.
- It is agreed that in case of any disputes or differences between the parties hereto 50. regarding the interpretation of this Agreement or the implementation thereof or arising from the provisions of this Agreement, the said dispute or difference shall be referred to the arbitration of an Advocate or Solicitor to be appointed by the parties and the said arbitration shall be governed by the Arbitration & Conciliation Act, 1996. The said person, so appointed by the parties as an Arbitrator in respect of the said dispeties on despeties may try and settle the dispute or difference by use of mediation, conquiation of other productives and shall otherwise conduct the arbitral proceedings in the namer he control sappard liate and give his Arbitral award as provided in the aforesaid Acathe said person stall not be required to give reasons for his award. Such reference to arbitration or enable the Flatholder to withhold making payment under this complying with his/her/their/its obligations thereof.



All those pieces and parcels of land bearing Survey No. 86 (Part), Survey No. 87 (Part) and Survey No. 88 (Part) situate and lying and being at Village Mira in the Registration District & Sub-District Thane containing by admeasurement 20,601.0 square yards or thereabouts and shown shaded on the plan annexed hereto by red colour as under:

			Area in Sq.Mtrs.
86	7 Part	3757	4.5
		3599 Part	4450.8
		3600 227.5	
86	3 Part	3466 Part	1340.7
		3540	48.7
86	4	3467	73.4
86	5	3468	417.5
86	6	> 3469	> 274.6
86	1 Part	3588 Part	10381.7
87	1	и	44
87	2 Part	и	п
87	3	u)	. "
87	. 5	и	и
88	· 1 Part	и	и
88	2	u	и
.88	5	u	u
88	7	<i>"</i>	: "
88	8	u	"
88	9	4	Bab-
88	10	. "	
87	4 Part	3257	65
0/	, 1		
	¥	17224	9 Sch Mtrs
			381.

= 20601.0 Square Yards.



THE SECOND SCHEDULE ABOVE REFERRED TO SPECIFICATIONS, FIXTURES, FITTINGS AND AMENITIES

- The building shall be R.C.C. frame structure type with outside cement block and/or bricks masonary walls, sand faced plaster on outside and neera finishing on inside walls.
- 2) The building shall be painted with cement colour on outside and white Oil Bound Distemper (for Gr. + 7 floors) & White wash (for Gr + 4 floors).
- 3) The building shall have the best of elevations.
- 4) TILES:
- Ceramic Tiles for flooring in Living Room and all other rooms, passages, and balconies.
- b) Glazed tiles for W.C. flooring upto 2' feet height.
- Glazed tiles flooring with full tiles in bathroom (for Gr + 7 floors).
 Glazed tiles flooring with 4' tiles in bathroom (for Gr + 4 floors).

5) KITCHEN:

a) There will be raised cooking platform in kitchen with Granite stone on top with 2'-0" Glazed tiles, dado and a sink with one overhead tap for water supply (Gr. + 7 floors).

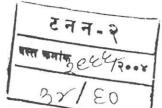
There will be raised cooking platform in kitchen with Marble stone on top with 2'-0" Glazed tiles, dado and a sink with one overhead tap for water supply. (Gr. + 4 floors)

b) One light point and one plug point in kitchen

6) W.C. & BATHROOM:

- a) Indian type W.C.
- b) One shower and one tap in bathroom
- c) One light point in bathroom and W. C.
- d) One Wash basin in each Flat.
- e) One Geyser in each bathroom. (for Gr. + 7 floors only)





- 7) DOORS AND WINDOWS:
- a) Doors and windows of good quality Indian Flush door nicely coloured in oil paint in W.C. and bathroom
- b) Main door polished outside and coloured inside, flush type door for main entrance with peephole, night latch, aldrop, safety chain and two handles.
- c) Aluminium fittings with iron hinges for main doors and all other doors and Windows.
- d) Aluminium windows for all rooms in each flat.
- 8) ELECTRICITY:
- a) Two light points, one fan and one plug point in every living room.
- b) One light point, one fan point and plug point in every bed room.
- c) A light point in passage.
- d) One Buzzer in each flat.
- e) One domestic power plug point in every kitchen.
- 9) EXTRA
- a) Concealed plumbing and electrical work.
- b) Suction tank at ground level.
- c) One pump room with 2 pumps on suction tank.
- d) Overhead tank at terrace.
- e) One lift of reputed company (for Gr. + 7 floors)

10 COMMON AREA & FACILITIES:

- a) Land.
- b) Foundations, Columns, Girders, Beams, Supports, Main wall Roofs, Halls, Corners, lobbies, Stairs, Stairways. Fire escapes, Entrance, & Exit of building.
- c) Tanks, Pumps, Motors, fans, and Installations existing for common use.
- d) All parts of property necessary or conventing for maintain and safety or normally in common use. Percentage in common areas and facilities%

LIMITED COMMON AREA

a). Terrace above top floor.

THE THIRD SCHEDULE ABOVE REFERRED TO:

- 1. Access road will serve as common access to the Buildings in the said property and also the adjoining lands to whom the Builders may have granted right of way.
- 2. The drainage/sewerage lines of all the Buildings in the said property and so also the adjoining lands will be connected to the Municipal drainage.
- 3. The electric sub-station in the said property will serve the said Building as well as such other building/s in the said property and/or adjoining properties as may be determined by the Builders/ Electric Supplying Co.
- 4. Storm water from the properties adjoining the said property will pass through portions of the said property before being connected to the existing water course.
- 5. The Flatholder/ the Society will be obliged, as and when required, to contribute proportionately towards the cost of repair to and maintenance of the common roads, lighting, common pipes and other amenities common to the said Building and the buildings in the said property.
- 6. All services like water supply, telephone cables, electric cables, dish antenna etc., for the Building/s to be constructed in the said property will be laid and pass through access road.
- 7. An Apex Body in the form of an Association/Federation of all the different socities/limited companies/organisations in the said property and also the adjoining lands will have to be formed for the maintenance and upkeep of the following common infrastructure services/ facilities/ amenities etc. in the property:-

(a) Drainage lines.

(b) Layout roads.

b).

(c) Storm water drains.

(d) Street lights.

(e) D.P.Roads (for the period prior to

(f) Complex entrance gate.

(g) Landscape areas.

(h) Water bodies such as fountain etc. (if



The Owners/ holders for the time building/s in the said property (and/or the Co-operation being 3 Cahe Aug and other premises in the Organisations formed of them and/ or the Association/Federation/ Body of such Co-operative Societies/ Limited Companies/ Organisations) shall have a right of access to service lines and/or other infrastructure situate in the said property for the purpose of maintaining. repairing, renovating and/or replacing the service lines and/or other infrastructure in so far as

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

SIGNED AND DELIVERED by the		
the withinnamed Builders:)	for CREATIVE BUILDERS
M/S. CREATIVE BUILDERS)	
by the hands of its Authorised Partner)	(Alleger and
Mr)	
in the presence of)	PARTNER
)	
SIGNED AND DELIVERED by the withinnamed Flatholder)	
SHRI/SMTTMB. RAMESH D.)	
KUNDER & MRS PRAMILA)	
DAMESH LINES PROMICE) Rokers	~
RAMESH KUNDER.) Ikund	Ų.
in the presence of)	



N. S. PATEL & Co.

Advocates

Sailor Building, 1st floor, 373, D.N. Road, Fort, Mumbal - 400 001.

Tel: 285 6826.

TO WHOMSOEVER IT MAY CONCERN / E O

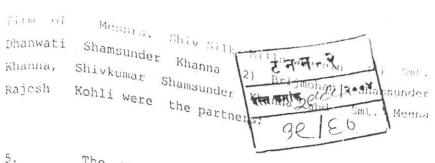
Re: Property admeasuring 20,601 square Yards equivalent to 17,224.90 square Metres or therabouts bearing Survey No.86 (part), Survey No.87 (part) and Survey No. 88 (part), situate lying and being at Village Mira in the Registration District and Sub-District Thane.

By a Conveyance dated 22nd May, 1961 between Kalyanji Lalji and others therein referred to as "the First Vendors", of the First Part, Chaturbhuj Dwarkadas and others being the Executors and Trustees of the Last Will and Testament of Dwarkadas Khatau therein referred to as "the Second Vendors" of the Second Part and Smt. Dhanwati Shamsunder Khanna, Brijmohan Shamsunder Khanna and Shivkumar Shamsunder Khanna therein referred to as "the Purchasers" of the Third Part registered with the office of the Sub-Registrar of Assurances at Thane on the 13th day of July, 1961 under Serial No.353 of Pages 1 to 19 Volume 695 of Book No.1 the said First and Second Vendors sold, transferred, conveyed and assures unto the said Purchasers all those pieces and parcels of Agricultural land containing by square yards (Equivalent to 20840 63 square he abouts situate lying and being at Vi Taluka Thane, in the Registration Diagrad Thane and more particularly description Schedule thereunder written.

By another Conveyance also da And 222ad 1961 made by and between Tuls bal Goving 2. Dhanwati Shamsunder Khanna, Brijmohan (Shansunder May. and Shivkumar Shamsunder Khanna therein of the Other part and registered with the office of the Sub-Registrar of Assurances at Thane on the 14th day of July, 1961 under Serial No.354 at Pages 20 to 34 of Volume 695 of Book No.1 the said vendor sold, transferred, conveyed and assured unto the said Agricultural Land Containing by admeasurement 6443 square yards (equivalent to 5386.99 square metres) or thereabouts situate lying and being at Village Mira, in the Registration District and Sub-District of Thane, and more particularly described in the Schedule thereunder written.

By another Conveyance dated 11th December, 1963 made between Kalyanji Lalji and other therein referred to as "the First Vendors" of the First Part, Chaturbhuj others therein referred to as "the Second Vendors" of the Second Part and Shamsunder Paharchand Khanna, Shivkumar Shamsunder Khanna Brijmohan Khanna therein referred to as "the Purchasers" of the Third Part and registered with the Office of the Sub-Registrar of Assurances at Thane on the 26th day of December, 1963 under Serial No.1115 at Pages 199 to 215 Volume 733 of Book No.1 the said First and Second Vendors sold transferred, conveyed and assured the purchasers all those pieces and parcels of unto Agricultural land containing by admeasurement 8,500 square yards (equivalent to 7106.85 square metres) or thereabouts in the Registration District and Subscribed to the Schedule situate lying and being at Village Mira, Taluka Thane, thereunder written.

4. The properties mentioned in templos.1 and 2 above had been purchased in Thalf of id were all throughout treated as the properties and as ets of the



- The property mentioned in item No. 3 above plating Works which was proposed to be formed by and Smt. Chanchal Brijmohan Khanna as proposed partners. However, the said firm was not formed and property and asset of the firm of Messrs. Rajmal Paharchand as the consideration was paid by the said firm of Messrs. Rajmal Paharchand Rajmal Paharchand of which Shamsunder Paharchand Khanna, Brijmohan Shamsunder Khanna and Shivkumar Shamsunder Khanna, were the partners;
- 6. Permissions of the Collector of Thane for non-agricultural user for Industrial and Residential purpose of the said entire property i.e. the properties mentioned in Item Nos.1,2 and above were obtained.
- 7. Thereafter on a portion of the said entire property the said Shiv Silk Mills constructed the structure consisting of ground and two upper storeys admeasuring in the aggregate 5350.51 square metres on the portion of the land admeasuring 5350.32 square metres or therabouts including the well and surrounding space having 40 feet diameter;
- The said Shamsunder Paharchank Khanna died on or about 17th December, 1985 learing http://www.lit.will.and.Testament dated 24th July, 1996 under which Bikrampal Harichand Mehra is the sole arcutor in trusta;
- 9. By a Conveyance dated 17th Septem r, 1986
 Registered with the Office the Tsub egistrar of
 Assurances at Bombay, the said partners of Messrs Shiv

Messrs Esskay Dyeing a Printing Horrs, a graphic ory concern of Gulmohar Silk Mills, a Pivate humised Company, the said portion of the entire property containing by admeasurement 5350.51 square metres of thereabouts along with the structure thereon mentioned in Item No.7 above;

- Thereafter the said Smt. Dhanwati Shamsunder Khanna died on or about 19th April, 1991 leaving her last Will and Testament dated 13th April, 1990 under which Bikrampal Harichand Mehra is the sole executor and rustee;
- members of the said late Shamsunder Khanna and Dhanwati Khanna, as recorded in the Family Settlement dated 31th October 1994, all the properties including the properties of the said M/s. Shiv Silk Mills and M/s. Rajmal Paharchand mentioned in Item Nos. 1, 2 and 3 above, but excluding the portion thereof mentioned in Item No.7 above, which was sold prior to the said Family settlement, were divided as provided therein;
- Settlement a portion of the said entire property admeasuring about 15000.5 square yards or thereabouts (equivalent to 12542.5 square metres) (part of the land of M/s. Shiv Silk Mills) and more particularly described therein came to the share of Brijmohan Shamsunder Khanna and the portion admeasuring about 5600.5 square yards or thereabouts (equivalent to 4682.8 square meters) (part of the land of M/s. Rajmal Paharchand) and more particularly described therein came to the share of Smt. Chanchal Brijmohan Khanna aggregating to about 20601 square Yards or thereabouts (equivalent to 1724...
- 13. Brijmohan Shamsunde Kha a.c. mt.Chanchal Brijmohan Khanna thus became that to the ownership rights of the above mentional property.

- lodged for registration with the under Serial No.R2-BBM 91/95, Bri moiran shamsunder Khanna respect of and to sell to M/s. Creative Builders agreed to acquire the development rights in M/s. Creative Builders agreed to acquire the development square yards or thereabouts (equivalent to 17224.9 square the share of Brijmohan Shamsunder Khanna and Smt.Chanchal therein.
- 15. Pursuant to the said agreement dated $27^{\rm th}$ pecember, 1994 the Vendors put M/s. Creative Builders in possesion of the property being sold.
- 16. M/s. Creative Builders from time to time paid to the Vendors the aggregate sum of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakhs Only) leaving the balance sum of Rs.5,00,000/- payable on conveyance of the above property .
- 17. We have perused the above title deeds and documents and have investigated the title to the above mentioned plot and certify that in our opinion the title of the aforesaid Brijmohan Khanna and Smt. Chanchal Brijmohan Khanna is marketable and free from encumbrances and the said firm of M/s. Creative Builders is well and sufficiently entitled to develop the same.

Mumbai, Dated this 24th day of January, 2003.

For N.S.Patel & Co.,

Mal-1

roprietor.

COARREST OF WHIMEN Concret Administration in Mantrolaya, Bombay-100 012 ban

प्रदेश भाने क

w. vi.c/2-0/110. /IC/GND

celling limit. in the holds Vacant land in excess of The Souther vacance land an explosion action urban applearation process of which are given in the Schedule hereto appended; at the Urban tailly 93 applied for examption under

No 20 of the Urban Land (Celling and the gulation) Not, 1976 33 of 1970); (Early Colling and the gulation of the Architecture of the state of t

ND WHEREAS The Government of Maharashtra is satisfied that that the location of the land the purpose for which the application of the provisions of Chapter III of the said Act and is being or is proposed to be used and other relevant factors wid cause undue hardship toothe said person is necessary in the public interest so to do:

NOW, THEREFORE, in exerciserof the powers conferred by subgction(1) of section 20 of the said Act, after having recorded in witing the reasons for making this Order other Government of Wharashtra hereby exempts the said vacant land from the provisions of Capter III of the said Act; subject to the following conditions; THE CONSTRUCTION OF THE PROPERTY OF THE PARTY OF THE PART omely:-

(1) The land exempted under this exemption order shall be used by the said person for his own benefit for the purpose of In makery. and for no other purpose May change made in the wear of the land shall amount to a breach of these conditions. (2) The said person shall make full witil Lation of the land so exempted for the purpose iforegald, by constructing on the land exempted buildings occupying a total plinth area of not less than sq. mtrs. he Hershall commence building construction within

a period of one year from the date of this exemption order and shall complete the construction within a period of five/ten/fifteen years from the date, falling which the exume chall, stand withdrawn. rt romaina unutilised

If only a part of the land is util then exemption for the part while common Period of five/ten/fifteen your soll

Withdrawn.

1-(08-E-000, E) (A) (3,000-3-80)-1

violat of the and of the d to have been 1 6 टनन-२

The said person shall not transfer the ever (3) or without buildings thereon) or day by

ther person, by way of sale, mortgage, gift, lease or otherwise, otherwise for the purpose of mortgage in favour of any financial. exception specified in sub-section(1) of section 19 of the urban Land (Ceiling and Regulation) Act, 1976.

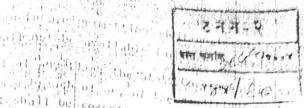
(4) Notwithstanding anything contained in any of the preceding clauses of this order if the said person desires to transfer the change the sale more thereon, if any) to any other exempts, by way of sale, mortgage, gift, loase or otherwise, he shall apply to the State Government for prior permission for short transfer, and such application shall contain such particulars as the State Government may require; on receipt of such application the State Government may after holding such enquiry as it may deem fit grant the necessary permission subject to such conditions as the State Government may deem fit to impose including a condition that the transferor shall deposit with the State Government the difference between the market price of ; ... the land so exempted under this order and the price at which it would normally have been acquired under the sald Act, and in case of any land situated in any M.I.D.C. Area, the difference between the premium for the lease charged by the M.I.D.C. at the time of transfer, and the premium paid by the transferor to the MLD.C. at the time of allotment of the land to the transferor by by the M. I.D.C. and such other conditions as the State Government may deem fit to impose. The State Government's determination of the market price of the Mand at the time of transfer and the price at which the land normally would have been acquired under the Act shall be final.

The following part of the exempted land shall always be kept cant namely to the time to

(As mentioned in the Schedule)

ed for any 1. This part of the land shall not ango In the 1999 construction whatsoever. Even if

1355(A) (3,000-3-30)-la.



the standard of any of the Charges of the contract of the cont

Provided that before making any such order, the state land is exampted, of making appresentation

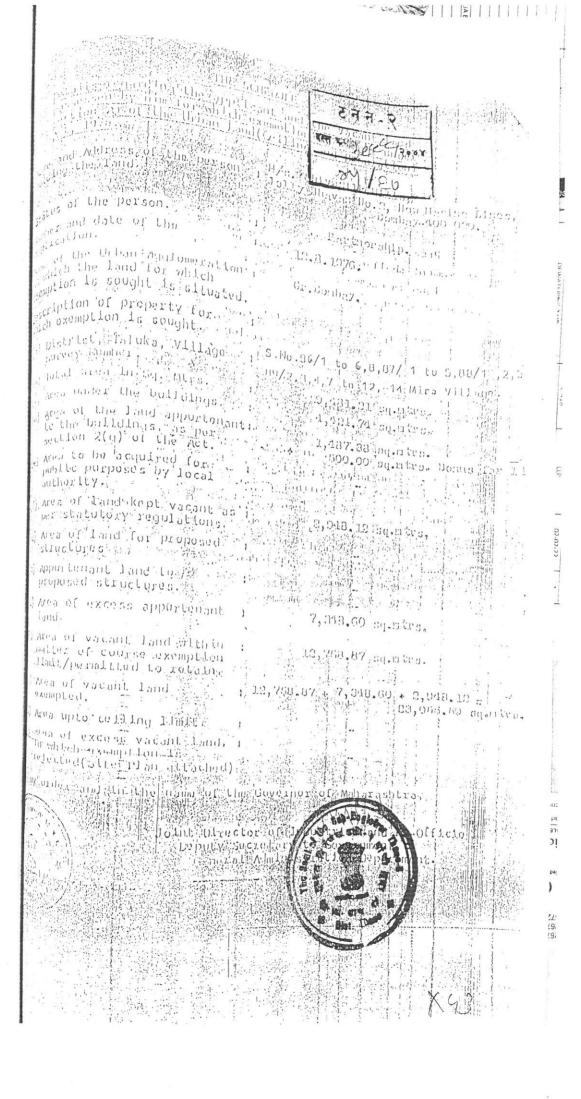
men any exemption is withdrawn or deemed to be a solid Act shall apply to the land as II the land had not be completed under this other.

mortgages, the land in favour of any of the financial institutions specified in Sub-Section(1) of section 19 of said Act in pursuance of this order then the exemption or herounder shall stand withdrawn only in respect of such partiand as may have remained un-utilised by the applicant contravention of his phasewise expansion programme stated herounder and the exemption granted herounder shall not statistically withdrawn in respect of utilised portion of land.



) 5 (A) (3 , 0CC - 3+00) =

JO.



जिस पाइंदर यहानगरपाहिन्छ।

मुखा कार्यालय, भाईपर (प.)

छन्यती शियाजी महाराज मार्ग, ता.चि.टाणे-४०१ 🍕

त्रारुं,मि.भा./मनपा./नर/०००/०००।०००।०० अधिकार प्राचारक श्री./मेसर्स रिजिस्टे

द्वारा-वास्तुविशारद मेसर्स - ज्यानिहार

संदर्भ : १) आपुल् दिनांक र्राट्य - चा अर्ज अग्रेग्राजिक संग्रालमा क्ष्मित्र अग्रेग्राजिक मिल्ली २) में संसम् प्राधिकारी नामा संकुलन ढाणे यांचेकडील आदेश क्रं.यू. एल. सी/ अग्रेप्ट प्रस्की अल्ली अने की/अपिक की/अपिक की/अप्रकार प्रस्ति।

३) मा जिल्हाभिकारी ठाणे यांचेकडील अकृषिक परवानगी आदेश क्र. रस्य भार १२४ हि-२३/४/६५ प्रस् आर-१५३ व्या-१/५/

8) . T. 903. TE. 29/e/54

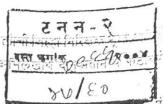
-: बांधकाम प्रारंभपत्र :-

महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम १९६६ च्या कलम ४५ अन्वये व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ चे कलम २५३, २५४ (प्रकरण १२ सह) विकास कार्य करण्यासाठी / बांधकान प्रारंभपत्र मिळण्यासाठी आपण विनंती केले नुसार मिरा भाईंदर महानगर पालिका क्षेत्रातील मौजे स्ट्रिक्ट स्थान सि.स.नं./सर्वे क्रं./हिस्सा क्रं नवीन जूना जूना प्राचीतिल खुवांकन, हमारतीचे वांचकान न्नाशांस हिरव्या रंगाने दुरुस्ती दर्शनिल्याप्रमाणे खालील वर्ष अभीन राहून ही मंजूरी देण्यात येत आहे.

१) सदर भुखंडाचा नापर फक्त बांधकाम नकाशात है श्रीकृ

र) सदरची बांधकाम परवानगी आपणास आपल्या हकेकात सम्बद्ध येणार नाही.

दंजुर नकाराणमाणे जागेवर प्रकार मोजणी करून घेणेबी आहे व त निर्माणिक केलेकी नकाराओं प्रत या कार्यालयाच्या अनिकडीय देशकी आहे व त्यास मंजूरी घेणे आवश्यक आहे.



भूदर चूर्छंडाची उपिवभागणी नगर परिषदेच्या पूर्वपरवानगीशिवाय करता येणार नाहा. तसद नंजुर हें हें हिंदिनगतील इमारती विकसीत करण्यासाठी इतरे/दुस-या विकासकास अधिकार दिल्यास / दिकासासाठी प्रािवकृत केल्यास दुत्यम / दुस-या विकासकाने मंजुर बांधकाम नकाशे व चटई क्षेत्राचे व परवानगीत नमूद अटी व शर्तीचे उल्लंघन केल्यास / पालन न केल्यास या सर्व कृतीस मुळ विकासक धारक व वास्तुविशारद जबाबदार राहिल.

या जागेच्या आजुबाजुला जे पुर्वीचे नकाशे मंजुर झाले आहेत त्याचे रस्ते हे सदर नकाशातील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळी सुसंगत जुळने आवश्यक आहे. तसेच या जागेवरील प्रस्तावीत होणा-या बांधकामास रस्ते संलिग्नत ठेवणे व सार्वजिनक वापरासाठी खुले ठेवणेची जबावदारी विकासक/ वास्तुविशारद /धारक यांची राहील. रस्त्याबाबत व वापराबाबत आपली /धारकाची कोणतीही हरकात असणार नाही.

ह) नागरी जमीन धारणा कायदा १९७६ चे तरतुदींना व महाराष्ट्र जमीन महसुल अधिनियम च्या तरतुटीस कोणत्याही प्रकारची वाधा येता कामा नये व या दोन्ही कायदयान्वये पारीत झालेल्या व यापुढे वेळोबेळी होणा-या सर्व आदेशाची अंमलबजावणी करण्याची जबाबदारी विकासक व वास्तुविशारद य इतर धारक यांची राहिल.

हैं खंकनात /बांषकाम नकाशात हमारतीचे समोर दर्शविण्यात / प्रस्ताबीत करण्यात आलेली सामासीक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या मालकीची राहील व या जागेचा वापर सार्वजनिक रस्त्यासाठी / रस्ता रुंदीकरणासाठी करण्यात येईल. याबाबत अर्जदार व विकासक व इतर धारकांचा कोणताही कायदेशीर हक्क असणार नाही.

्यालकी हक्कानानतचा नाद उत्पन्न झाल्यास त्यास अर्जदार, विकासक, वास्तुविशारद, घारक व संनंघीत व्यक्ती जनानदार राहतील. तसेच वरील जागेस पोच मार्ग उपलब्ध असल्याची व जागेच्या इददी जागेवर प्रत्यक्षपणे जुळविण्याची जनानदारी अर्जदार, विकासक, वास्तुविशारद यांची राहील. यामध्ये तफावत निर्माण झाल्यास सुधारीत मंजुरी धेणे क्रमप्राप्त आहे.

र) मंजुर रेखांकनातील रस्ते ड्रेनेज व गटारे व खुली जागा (आर.जी.) अर्जदाराने / विकासकाने गगरपालिकेच्या नियमाप्रमाणे पुर्ण करुन सुविषा सार्वजनिक वापरासाठी कायम स्वरुपी खुली ठेवणे बंघनकारक राहील.

७) मंजुर रेखांकनातील इमारतीचे नियमावलीनुसार जोत्याचे प्रमाणपुत्र प्राप्त केल्याशिवाय उर्वरीत बांधकाम करण्यात येऊ नये

११) इमारतीस उदवाहन, अग्निशामक, तरतुद, पाण्याची जिन्हों है है प्रतिकार अशा दोन टाक्या दोन इलेक्ट्रीक पंपसेटसह तरतुद केलेली असली पालिक है

भहानगरपालिका आपणांस बांधकामासाठी व पिण्यासाठी पश्चतर किंग्यासाठी पा पुरवठा करण्याची हमी पेत नाही. यावाबतची सर्व जवाबदारी विकासका/पोरक याची गाहील तेर सांडपाण्याची सोय व मैलविसर्जनाची व्यवस्था करण्याची जवाबदारी विकासका प्रारक्ताची प्रारक्तिची प्रा

X45

अर्वदाराने स.नं, हि.नं, मौबे, नगरपालिका/ महानगरपालिका गण्या अवस्थित विकास अवदाराः नावे, अक्षिक मंचुरी य इतर मंजुरींया तपशील दशींनणारा फलका प्रत्यन्न सागेन हतर विकास कामास सुरुवात करणे वंजनकारक राहील, तसेच स

टनन-२

गिरीक्षणासाठी जागेवर सर्व कालाववीसाठी उपलब्ध करून ठेवणे ही वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे. अशी कागदपत्रे जागेवर प्राप्त न हाल्यास तातडीने काम बंद करण्यात येईल मंबुर रेखांकनातील हमारतीचे बोधकाम करण्यापुर्वी मातीची चाचणी (Soil Test) घेऊन व वांबकानाची जागा भूकंप प्रवण क्षेत्राचे अनुषंगाने सर्व तांत्रिक वाबी विचारात घेऊन (Specifically carthquake of highest intensity in siesmic zone should be considered)आर.सी.सी. डिझाईन तयार करन संवंदीत सम्बम् अधिका-यांची मंजुरी घेणे. तसेच हमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व ग्णवत्ता व अग्नि क्षमण व्यवस्था याबावत नॅशनल बिल्डींग कोड प्रमाणे तरतुदी करून कार्यान्वीन करणे तसेच बांधकाम चालु असतांना तांत्रिक पहाणी करणे व मंजुर बांधकाम नकाशाप्रमाणे कार्यान्वयन करणे इ. साठी आवश्यक असलेली सर्व तांत्रिक व अंतांत्रिक कार्यवाही पुर्ण करुन त्याची पालन करण्याची जनानदारी अर्जदार / विकासक/स्ट्रक्चरल अभियंता/ वास्तुविशारद /बांयकाम पर्यवेधक/ धारक संयुक्तपणे राहिल.

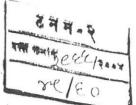
१५) रेखांकनातील जागेत विद्यमान झाडे असल्यास झाडे तोडण्यासाठी महानगरपालिकेची व इतर विभागांची ्र पूर्व मंजुरी प्राप्त करणे बंधनकारक आहे. तसेच खुल्या जागेत वृक्षारोपण करण्यात यावे.

 मंजुर बांघकाम नकारो व जागेवरील बांधकाम यामध्ये तफावत असल्यास नियमादलीनुसार त्वरीत सुधारीत बांधकाम नकारो मंजुर घेणे बंधनकारक आहे अन्यथा हे बांधकाम मंजुर विकास नियंत्रण नियमावलीनुसार अनिधिकृत ठरते त्यानुसार उद्त अनुधिकृत बांधकाम तोडण्याची कार्यवाही करण्यात येईल.

१७) यामूर्नीपत्र के /यासोबतच्यां मंजूर रेखांकनात प्रस्तावित केलेल्या हमारतीचे बांधकाम खालीलप्रमाणे मर्यादित ठेवून त्यानसार कार्यन्वीत करणे बंधनकारक राहिल.

अ.कं.	इमारतीचे नाव/प्रकार	संख्या	तळ + मजले	प्रस्तावित बांचकाम					
VI.7/1.		٠		क्षेत्र चौ.मी.					
ů.	(学)(学2)	2	755+3·	9253-02					
₹.	को (की १ को २ को 3)	3	7C6 + W	3892.32					
₹.	की किय की हमें	3	405 + W	3352-33					
. 1	की (कि.र का कार्य)	8,	7675	2228,20					
١.	सी (की) की थे।	2	-; Color 1 800-	belle S					
	(4) (4) (5)		1	311					
			1 6	10 10 P					
कुंग			M 910	1. 11					

X 46



वास्तुविशास्य, विकासक व धारक यांध्यायर व्यक्तीशः कायदेशीर कार्यवाही कर्ण्यात यहरू पुनिवकसीतः / नव्याने पुण होणा-या हमास्तीमको विधाना-रहिवाशाना-सागाधून पेण्यात यहरू ज्ञानवासी वास्तुविशास्य, विकासक व धारक यांची तहील यांवावतची सर्व कायदेशीर पुर्वता (विकासकाने रहिवाशासोन्नव कराज्ञाचा-करारनामा व इतर वांवी) विकासकाने / धारकाने करणे बंचनकारक राहील या मंजुरीची मुदत दि. अर्था प्रास्ति दि अर्था प्रास्ति विकासकाने / धारकाने करणे बंचनकारक राहील व नगररचना अधिनियम १९६६ चे तरतुदीनुसार विहित कालावयीसाठी नुतनीकरण करण्यात येहेल अन्यथा सदरची मंजुरी कायदेशीररीत्या आपोआप रदद होईल

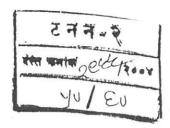
२९) सदरच्या आदेशातील नमृद अटी व शर्तीचे पालन करण्याची जबाबदारी अर्जदार, वास्तुविशारद, विकासक, अधिकार पत्रधारक, बांधकामपर्यवेक्षक स्ट्रक्चरल अभियंता व धारक यांची राहिल.

'सावधान'

'मंजुर वांधकाम नकाशे व प्रारंभ पत्रात नमूद अटी व शर्तीचे पालन न करता बांधकाम केल्यास विवयमांवलीनुसार आवश्यक असलेल्या परवानग्या नधेता बांधकाम करणे व वापर करणे वेकायदेशीर असून सदरहू बांधकाम अनिधकृत बांधकामांबावत अधिनियम १९६६ व मुंबई प्रोतिक महानगरपालिका अधिनियम १९४९ च्या तरतुदीनुसार दखलपात्र गुन्हा ठहन संबंधीत व्यक्ती शिक्षेस पात्र ठरतात. आपला.

प्रभारी अधिकारी, मिरा भाईंदर महानगरपालिका





No. RB/IV/NAP-153 Collector's Office, Thans. Dated: 21/8/1961

Application of Shrimati Dhanvanti Shyam under Khanna & and building permission.

State of the

Case papers ending with the Mamlatdar Thoma's No. NAP/SR/34 dated 24/7/61.

OR DER

The Collector of Thana is hereby pleased to grant permission section 65 of 1.8.0 to the applicant Shrimati Dhanvanti S. mador & other three to use her agricultural land measuring 6223.57.50 mts. bearing S.No. 89/2, 3.4,7,8,9,10,11,12,13,14 86/1,2,3,4,5,6,8 87/1,2,3,4,5 88/1,2,5,7,11,9,10,8 of Taluka Thana shown in the accompanying approved plan dated 10/8/61 for grant N.A. use subject to the conditions specified below:

He shall use the above mentioned land for Industrial 2.

1. Residential purposes only. The use of the land for any purpose other than that for which the permission is granted is prohibited under section 48 of the L.C.R. and it shall be lawful for the officer granting this permission or any authority superior to him to levy such fine and assessment as he may deem fit a change in the specified use of the land with or without previous permission.

He shall pay the N.A. assessment on the plot at the rate of Rs.50 per acre plus local fundcess per annum.

The area and N.A. assessment is liable to alteration according

The area and N.A. assessment is liable to alteration according to the actual area arrived at by measurement by the Land Records pepartment and that any futher order fixing such area and assessment consequent upon the final measurement shall form part of the Sanad and be binding on him.

4. He shall built on 8742.85 Sq.mts. as shown in the accompanying plan stated above on observing Thana District building regulations and on obtaining necessary commencement certificate, from Meera phayander Nagar Palika and shall leave remaining area viz. 17484.72 Sq.mts. open to sky.

5. He will be allowed a maximum 1/3(one-third) of the total area of the plot to be build upon providede remaining is left open to sky.

6. He shall not erect any additional structures or make additions or alterations in the approved plan of building nor shall be sub-divide the plot without obtaining previous permission of the Collector.

7. He shall keep a 1957 margin on road side and a 10 margin along the rest of the other sides within the perimeter of the plot.

9. That the N.A. use of the plottings six months from the date of this order

n a period of

X48

shall inform the Mamlat lar or 9./60
the date on which the N.

fittoorth from such commencement failing which he village of an addition to the N.A. assossment such fine as the Collector of the contravences any of the form

If he contravences any of the foregoing conditions the Collector of the prejudice to any other pointly to which he may be limited that the provisions of the said code, continue the said plot in his comparation on payment of such fine and or assessment the Collector of the contract of t

Notwithstanding anything contained in sub-clause above, it shall lawful for the Collector to direct the removal or alteration of any liding or structure erected or used contrary to the provision of subject within the time prescribed in that behalf of the undersigned authority superior to him and on such removal or alteration not the carried out without the prescribed period he may cause the same be him as an arrear of Land Revenue.

Seve as herein provided the grant should be subject to the

He shall pay at once the survey fees to the Mamlatdar Thana. If futher particulars if any he may approach the Mamlatdar Thana.

---sd---

Collector of Thoma.

Shrimati Dhanvati S. Khanna & other three Mahajanwadi, Bhayandar Tal. Thana.

ាធារដ្ឋស្នក ្រុ**ក...** បានរដ្ឋស្នក



A ...

CENTRE CENT

Copy replied for an 3/1/92.
Copy reely for 9/1/92.
Copy delicated by
Corneled by

Constant to RS-RS = 00

Constant to RS-RS = 00

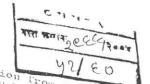
Constant to RS-RS = 00

Paper to RS-RS = 00

R5: 45 = 10



X40/



Application from Shri / Sheetre Pating dated to / // of affect Thank for Grant of . A. permission ~ B B R :-

to, EAP/57/103
Office of the matter cond

Asstt. Director of Town Planning Thana's No. Dow/ 193-111. In exercise of the powers vested in him under section 4 roads to decide the Sub-In exercise of the powers vested in him under section 4 regions of the Maharashtra Pand Revenue code, the Submitted Fall Revenue compant to convert his subject to the relevant provided Fall Residential purpose the residential purpose and the B.J. S.A.L. Retions of the MIL.CR Code and rules gally subject to the relevant Provisions of the M.L.CR Code and rules on the following conditions:

That the occupant will pay from the date of commencement of That the occupant will pay from the date of commencement of the part shall pay n.A. assessment of Rs. 50 per acre. The ccupant shall pay n.A. assessment at the Tate of Rs. 50 per acre. The constd. The area and assessment of Rs. 575 or at revised rate when compant start pay n.A. assessment of Rs. 5-75 or at revised rate when the first in accordance with the supposed above shall be liable to and. The area and assessment mentioned above about he liable arther the survey correction issued by the on in accordance with the survey correction is

That the occupant shall construct the building in accordance ii) That the occupant shall construct the but

That the occupant shall keep the margins spaces and distances gom the road strictly as per approval plan and shall not violate any

That the privy shall be innocuous to the neighbour and screened com public: wiew and it shall not be at a distance less than 35 feet from well.

That no cattle shall be hept in a residential building.

That the occupant is prohibited under Section 45 for putting the land to any use other than that for which permission granted.

That the occupant shall commence N.A. use of all loads cach plot within a period of one year from the date of this order Cailing with unless the said period is extend from time to time the permission granted shall be deemed to have lapsed

That the occupant shall inform the Tahasildar/Collector and Village Officer in writing of the commencement of N.A. use within a period of thirty days from the date of such commencement in default sall be liable to pay such fine as the Collector may impose. Secretary for

That the built up area of the plot shall not exceed 2360,34 Sq. as shown accompanying approved plan dated 10/9/65 and remaining Tec viz. 4720.68 Sq. Yards shall be open to the sky.



3 96932



ishal Enter lanufacturers of Turner

LES & SERVICE OF

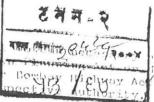
gharia k



Mobile

XCO

pune to becapant shall winder To the punchayat Act, 1959 the occupant shall making Recognition with the party of N.A. under To a standard of the party of Timelayat Act, 1958 o panetray at het, 1958 of Dog 1956 from the respect



june ipal fet, 1967 1955 or factories

the land will be regarded as surjectional land till iss that for R.A. purpose permitted under this order and vill inc. use. 104 hinble: to be: governed by the provisions of Section (3) She La hating

That the occupant shall be liable to the imposition of any that the occupant should be liable to the imposition of any

That the occupant shall execute Sanad intform in the schedule the of commencement of N.A. use and inform in the schedule date of commencement of the part continuous and in form in the schedule date.

the applicant contravenes any of the fareroing conditions of the foreman without prejudice to any other penalty to which cont may be Idable under the provision of the said code continue said in the occupation of the applicant on payment of such find said may dinect. ahove

Notwithstanding anything contained in paratabove it shall be for the Collector to direct the removal of alteration of any ful or structure created or used scontary to the provision of ding of such removal of alteration not being carried out and recover cost of carring out the same from the applicant as arreers of Revenue.

No. addition to or alteration in a building shall be carried out the previous written permission of the undersigned. the provided because the undersigned.

---sd--
Sub-Divisional Officer,

Thana Division, Thana.

Shri Was Eletro Patinghas

lalajanwadi, Taluka Thana.

janwadi, Talinka Thana.

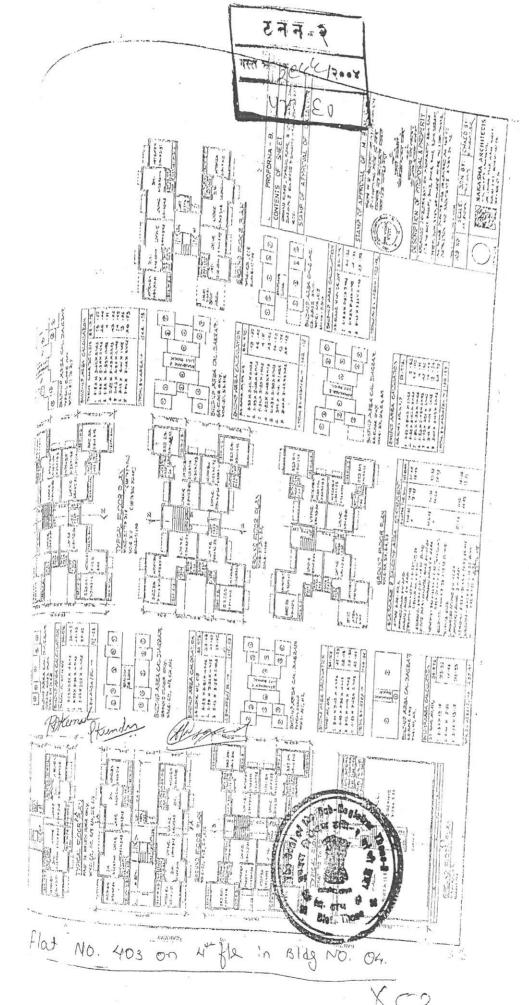
TRUECOPY:

Copied on Total

Re 6 = 40

Warshi

Sub Divisional Office. 100 mm





करवानाधारक मुद्रंक विकेता, टिकाण स्तो, सं ६, राजेश केपाउं सं हस्सर पोलीस ठापे जयळ, वहिस्स पुर्या, हेपा ६५ क्रम क 10 1 दिनांक संज्ञा/अर्थनी CLROMVE (Cur lole) पांचा ह

1 6 APR 2002



टनन-२ ००० परमानी मरक गुन्नांक विकेता पप /६०

TO ALL TO WHOM THESE PRESENTS SHALL COME. We. M/S

CREATIVE BUILDERS of Mumbai Indian Inhabitant to hereby

Send Greetings;

WHEREAS we are desirbus of appointing One Shree Bhanu

Prakash Yadav of Murnbai as our true and lawful attorney to do
the following acts, deeds and things for the purpose of managing
all our affairs in connection with the business and
properties moveable and immovable;



XSS

NOM KNOM AE VND THESE ENER

the said M/S CREATIVE BUIDLERS do hereby norminates constitute and appoint said SHREEBHANUPRAKASH YADAV as our true and lawful attorney to do the following acts, deeds

To appear before the Sub Registrar of Assurances at Bombay and Others places and/or other public officers and to presents for registration or admit execution, register or perfect or cause to be registered and perfected all deeds and things in connection with the said premises which in the opinion of our said Attorney may be expedient or necessary for any of the purpose.

IN WITNESS WHEREOF, We, M/S CREATIVE BUILDERS have hereunto set my hands to this Power of Attorney on the 18th Day of April 2002

Signed Sealed and Delivered

by the withinnamed

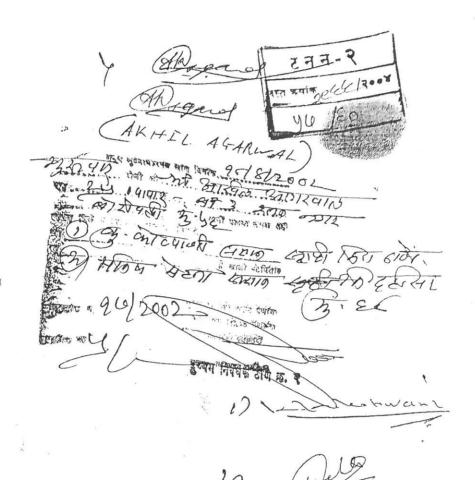
For M/S CREATIVE BUILDERS

AKHIL AGARWAL

(FARTNER)

in the presence of





Contract 100



XCC

DDO-1075

बहुतराष्ट्र राज्य

पिछेच क्रमितंत्र या विकाशी कोषामामा / उपकोषामधान भएनान आळ्या पर एक सन्दर्भ एउ भारतीय रहेद कीर्माय / भारतीय रहा विकास्त्र

બરળા કરળાવ્યાને પરાવચાને	विभागीय अधिका याचे चिंत्रा कार्यामासचे भएत्याचे	कोपानपुरोत् उपराक्तामण () आग (दि दिश्व विकास सामीय १२३ कीव गुलिश सहस्रह के ग्रेस महाराजी है
त्यावतीने स्वभवत्यास आली आहे त्या व्यवतीने चुन्तमाम आणि पता Games K. D. Keeweler, EG 53 3/4 Peys i wash	होड्यांचेयमा दरण विभाग : नोंदणी च मुहांचा विभाग	ени (масяна) 5, 300/-
ान क्या पेट्या प्राप्ति पार्विक राज्या <u>Mumba</u> ज सरण्यासंबंधांच्या प्राधिकारपत्राचा राष्ट्रील आणि भा करण्याचा उदेश	प्रधानशीर्ष : ००३० पुद्रांच व गोंदणी पी उपप्रधानशीर्ष : ०३ गोंदणी पी गोंपशीर्ष : १०४ वस्तपेयजच्या गोंदणीसाठी पी सर्वसाधारण वसुली	THOUSE THOUSE THOUSE AND THE STATE OF THE ST
परेवण गोंदणी की भा केलेली स्कम्म रूपये 5300	संगणक संकेतांक 0 (1 3 0 1) 1 5 2 0 0.	लोगार्थ हिंदू हिंदू के क्षेत्रकार्थ के किया है कि किया कि किया है कि कि किया है कि
Nee howard only manufamilian Pokunda 13/0/04	बरोबर आहे, पर्वे स्टीकारावे स्वापनती शार्वा हिताकः " विचय अपने के कार्या	त्रोत्ताल (१४) क्रिक्स (१४) क्रि



AND THE DRIVEN HELDER HAVE THE THEO THE THE WAY HAVE HELDER HELDER HAVE HELDER HAVE HELDER TO THE TRANSFER. 16/04/2004 दुय्यम निबंधकः दस्त गोषवारा भाग-1 10:23:37 am ठाणे 2 दरत क्र 2966/2004 दस्त क्रमांक : 401 ED 2966/2004 दस्ताचा प्रकार: करारनामा ानु क्र. पक्षकाराचे नाव व पत्ता नांधाः श्री रमेश दुजा कुंदर पताः धर/एलॅट नं: एच ई जी 53/3-4,. पक्षकाराचा प्रकार छायाचित्र अंगठ्याचा ठसा लिहून घेणार ईमारतीचे नावः पारसी वाडी वय इंमारत न रामसंजीवनी विला पेटा वसाहतः कलिना 39 सही Blund शहर/गाय: सांताकुज ा दुक्ता नावः श्रीमती प्रमिला रमेश 2 पत्ताः घर/फ्लॅट नंः वरीलप्रमाणे लिहून घेणार गल्ली/रस्ता: -ईमारतीचे नावः -वय ईमारत नः -सही वंद/वसाहतः -शहर/नाव:-तालुका: -पिन: -नायः मेसर्स क्रियंटीव्हः बिल्डर्स चे भागिदार श्री अखिल उ_{वग}रवाल यांचे तर्फ कु मु श्री भानुप्रकाश लिहून देणार - गादव वय पताः धर/प्रलेट नः रतन नगर 37 गल्ली/रस्ताः -सही ईमारतीचे नावः बी-3, अखिल टॉवर ईमारत नं: 3920 45953





दस्त गोषवारा भाग - 2

दरत क्रमांक (2966/2004)

80/20

वस्त क. [टनन2-2966-2004] चा गोषवारा

बाजार मुल्य :528198 मोबदला 463710 भरलेले गुद्रांक शुल्क : 10520

दस्त हजर कंल्याचा दिनांक :16/04/2004 10:17 AM

निष्पादनाचा दिनांक . 12/04/2004 दस्त हजर करणा-याची सही :

AHeind

पावती क्र.:2970

ferrire:16/04/2004

पावतीचे वर्णन

नांव: श्री रमेश दुंजा कुंदर

:नोंदणी फी 5300

1200 :नक्फल (अ. 11(1)), पृष्टांकनाची

नक्कल (आ. 11(2)),

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

एकत्रित फ़ी

दस्ताचा प्रकार :25) करारनामा दरत अनुच्छेद प्रकार: करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 16/04/2004 10:17 AM शिक्का क्र. 2 ची वेळ : (फ़ी) 16/04/2004 10:20 AM

शिक्का क्र. 3 ची वेळ : (कबुली) 16/04/2004 10:22 AM शिक्का क्र. ४ ची वेळ : (ओळख) 16/04/2004 10:23 AM

दस्त नोंद केल्याचा दिनांक : 16/04/2004 10:23 AM

६५००: एकुण

ओळखः :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओब्ख्यतात, व त्यांची ओळख पटवितात.

1) श्री देराण्णा नारायण शेडी ,घर/प्रलॅट नं: ओम शांती को ऑ ही सोसायटी

ईमारतीचे नावः -

ईमारत नं: -

पेट/वसाहत:

शहर/गाव: बोरीवली

तालुकाः मुंबई

पिन: -

2) श्री राजेश - मेनन ,घर/फ़लॅट नं: गीता अपार्टमेंट .

गल्ली/रस्ता: -ईमारतीचे नायः -

ईमारत नं: -

पेट/वसाहतः -

शहर/गावः नालासोपारा

तालुका:

दुय्यम निबं**धक** दुः निबंधकाची सही

ठाणे 2



अनानित करनेत येते की या बस्तामध्ये

पाने आहेत.

दुम्बम निवंधक ठाणे

Territoria de la composició de la compos

NKGSB (Bank Ltd.	o-operative	एन्क्रेजी एस्बी को-3 बॅंक्र लि.(नली-स्टर शेन्यून	NKGSB C-OP. BANK LTD, First Floor,, Sai Shakti Co-op. Hsg.Soc.Ltd., L. T. Road,, Opp.Railway Station, Dahisar (West), IFSC CODE: NKGS0000007		d,,	दिनांक [Date	D D	THREE	MONTHS F	ROM DA	TE OF IS	SUE		
Pay	Sunita	Kumn	ri	on the School State and the School State State and the School State Stat	and the same of th			Name of the Owner words of	Markey (See Spr. S. 1954) at July Spr. Spr. Spr. Spr. Spr. Spr. Spr. Spr.	या	धारक व	को Or	Bear	er.
रूपये Rupee	s Fifty	one	th	ousu	nd		Ү अदा करें	₹	5	51,	D0	0/		a product former or or or
खाता सं. A/c No.	00710010002	2201							2					
		****					(0	Low -						
Pavable at par at a	Il branches 00700	1	•			PR	RAMOD S	KAMBL	E / SHA	AILAJA	SHAR	AD K	MBLI	Ξ

#736848# 400086007# 022201# 31

Received - Akshay Sukghelu

Alityhelu

10/11/23

A.V. 44,00,000 Lack