001

FORTUNE INVESTMENTS

Receipt No. : 15		ati low	wer, Off. Yari Road, Versova, Andheri (W), Mumbai - 61. Date : 9603
C.T.S. No. 11 (Pt), 1 Behind S. Near Jal Va Opp. Hiranand Mumi Premises / Flat / Shop / and Stilt Parking Space		o 190	Received with thanks from Rohit Bajoy Sonia Bajaj the sum of Rupees Joo lack late one Thousand live hundred only by cash / Cheque Payorder No. 295104 dated 13/6/09 drawn on HDFC Bank Hel
	Rs.	P.	as per details in the margin hereof.
Earnest Money			For FORTUNE INVESTMENTS
Part Payment	241500	-	
Full Payment			Rs. 241500

241500

Total

Subject to realisation of the Cheque

003

FORTUNE INVESTMENTS

"Panch Ratna" Opp. Panchvati Tower, Off. Yari Road, Versova, Andheri (W), Mumbai - 61.

ipt No.: 147			Date : 3 6 09
PANCH C.T.S. No. 11 (Pt), 11/28 Behind S. M. S Near Jal Vayu - Opp. Hiranandani (Mumbai - Rremises / Flat / Shep / Gard and Stilt Parking Space No. onfloor	TO 106 & 11/122 to Shetty School, Vihar Complex, Garden, Chandivil, 400 072.	o 190	Received with thanks from Rohit Bayay Sonia Bayay the sum of Rupees Fifty Mousand only by East / Cheque Payorder No. 998008 dated \$503.
	Rs.	P.	drawn on HDFC Bank end
Earnest Money	50000	-	as per details in the margin hereof. For FORTUNE INVESTMENTS
Part Payment Full Payment	5		Rs. 50000/
Total	50000		Subject to realisation of the Cheque

005

FORTUNE INVESTMENTS

"Panch Ratna" Opp. Panchvati Tower, Off. Yari Road, Versova, Andheri (W), Mumbai - 61.

Receipt No.: 149			Date : 9 6 09
PANCH S. No. 11 (Pt), 11/28 Behind S. M. S Near Jal Vayu - Opp. Hiranandani of Mumbai - Premises / Flat / Shop / Gar and Stilt Parking Space No. onfloor	TO 106 & 11/122 to Shetty School, Vihar Complex, Garden, Chandivil, 400 072. age / Car Parking	190	Received with thanks from Rohit Bajay Sonia Bajay the sum of Rupees Iwo hace larty two Ohowand hundred arty any by East / Cheque Payorder No. 922 543 dated 4/6/09
	Rs.	P.	drawn on HDFC Bank 4d as per details in the margin hereo
Earnest Money Part Payment Full Payment	242240		For FORTUNE INVESTMENT
Total	242240	_	Subject to realisation of the Cheque

FORTUNE INVESTMENTS

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PANCH RITU CO-OPERATIVE HOUSING SOCIETY LTD. 007

(Regn. No. MUM-2/WL/HSG/(TC)/10042/2010-2011/YEAR 2011) Panch Ritu, Panch Shrishti Complex, Chandivali, Pawai, Mumbai - 400 072.

7th October 2020

To, The Assistant General Manager State Bank of India, Retail Assets Centralised Processing Cell Mumbai.

Subject: No Objection Certificate (NOC) for mortgaging flat no. 206 in our society

Dear Sir/Madam,

We, Panch Ritu Co-operative Housing Society Ltd. hereby certify that:

- 1. Flat No 206 in Panch Ritu Co-operative Housing Society Limited situated at Panch Srishti Complex, Chandivali, Powai, Mumbai 400072 of L-ward has been allotted to Shri. Rohit Bajaj and Smt. Sonia Bajaj.
- 2. That the Conveyance of the Land and Building possessed by the Society is pending with the Builders.
- 3. We confirm that we have no objection whatsoever to Shri. Rohit Bajaj and Smt. Sonia Bajaj mortgaging the above-mentioned flat to State Bank of India as security for the amount advanced by the Bank. This NOC is subject to the confirmation from Shri. Rohit Bajaj and Smt. Sonia Bajaj that they have not availed any other loan from any other Bank or Financial Institution in respect of the abovementioned flat.
- The Conveyance of the Land and Building of the Society is pending with the Builders.
- 5. After creation of proper charge/mortgage and after receipt of the copies there of, we are agreeable to accept State bank of India as a Nominee for the flat allotted to Shri. Rohit Bajaj and Smt. Sonia Bajaj. Once the nominations favouring the Bank has been registered and advice sent to the Bank of having done so, we note that we are not to change the same without the written consent of the Bank.
- 6. The Share Certificate in respecgt of the above-mentioned flat has been handed over to the Members Shri. Rohit Bajaj and Smt. Sonia Bajaj and they will be responsible to hand over the same to the Bank and intimating the society regarding the same.
- 7. The society has earlier issued an NOC for mortgage in favour of IDBI bank, and this conditional NOC will be applicable subject to the closure of the Home Loan at IDBI Bank availed by Shri. Rohit Bajaj and Smt. Sonia Bajaj. It is the responsibility of SBI to verify the original documents, as applicable in this
- 8. The Managing Committee and the Society is issuing the NOC based on the submissions of the members Shri. Rohit Bajaj and Smt. Sonia Bajaj and will be kept indemnified of any future issues, litigations or other disputes.

For Panch Ritu Co-operative Housing Society Limited

Hon. Sec



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The state of the s	20	9	co to
were deposited on the 3 day of 0 13 by Mortgagor with IDBI Bank, in order	0	1000	050
create security, by way of mortgage by deposit of title deeds, on said immoveable property	0	600	,ba
together with all buildings by deposit of title deeds, on said immoveable property	00	. OE	È m
together with all buildings and structures thereon to secure due repayment, discharge and	30	E	O SHEET
redemption by Mortgagor to IDBI Bank of its home loan of Rs Lakh (Rupees	10	Zero	→ A
only) together with interest, additional	PBS		7 6
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MITENDER

PANCH RITU CO-OPERATIVE HOUSING SOCIETY LTD.



(Regn. No. MUM-2/WL/HSG/(TC)/10042/2010-2011/YEAR 2010) Panch Ritu, Panch Shrishti Complex, Chandivali, Powai, Mumbai - 400 072.

11th October, 2013

To.

'IDBI BANK LTD. Borivali Rac, Mumbai-92

Re: Flat/Plot No. 206 of Mr. Rohit Bajaj and Ms. Sonia Bajaj, Panch Ritu Co-op. Housing Society., situated at Panch Shrishti Complex, Chandivali, Powai, Mumbai 400 072

Dear Sir,

This is to confirm that the above Society registered under No.MUM-2/WL/HSG/(TC)/10042/2010-2011/Year 2010. Mr. Rohit Bajaj and Ms. Sonia Bajaj, are the owners of the above Flat. The conveyance deed for the building is still not complete.

We hereby assure you that the said flat, as well as the said building and the land appurtenant thereto are not subject to any encumbrance, charge or liability of any kind whatsoever and that the entire property is free and marketable.

We further confirm that we have clear, legal and marketable title to the said property and every part thereof, and that all taxes and dues in respect thereof have been paid up to date.

We have no objection to your giving a loan to the said allottee/ transferee / proposed transferee and his /her / their mortgaging the said flat with you by way of security for repayment.

We hereby mark a lien on the residential unit mentioned as above in favour of IDBI Bank Ltd. Mumbai and give an irrevocable assurance to IDBI Bank Ltd that we shall not remove the lien without NO OBJECTION CERTIFICATE from the bank and shall not issue any duplicate share certificate or any other documents that are submitted to IDBI Bank Ltd.

We have to inform you that the Share Certificates have not yet been issued/ transferred, and as soon as they are issued / transferred the Share Certificates pertaining to the said allottee/transferee/proposed transferee will be forwarded directly to IDBI BANK LTD Ltd.,- Attn- Mortgage Dept.

Yours faithfully, For Panch Ritu Co-op. Hsg. Society Ltd.

Authorized Signatory.

Rs. 4408 000 PROMISE to pay to Housing Development Finance Corporation LTD or ORDER the sum Rs. 4408,000 /1- only (Rupees 101) only) with interest thereon at the rate equivalent to the Retail Prime Lending Rate as may be fixed by HDRC from time to time minus % for value received. DATE: 29/6/09 Fle No 217610064

AGREEMENT FOR SALE

013

चत्रकार वर्ग

Thursday, June 11, 2009 1:51:51 PM

Original

नॉदणी 39 म. Regn. 39 M

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inia 1706/2009

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सादर करणाराचे नाव: हित वजाज .

- A. M.

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कुर्ला २ (विक्रोली)

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वेसकाद: प्रकार - जीता वर्ततः -र्वेकेचे यान व पाला एक ते पा । हीर्नेश्वासमार्थ्य क्षत्राहर १८९८ के एक अल्पान कीर्न वर्षेत्र करें

संयानां नाजा विधन राहुन



AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this day of day of day of day of BETWEEN M/S. FORTUNE INVESTMENTS, a Partnership Firm registered under the provisions of Indian Partnership Act, 1932 and having its office at partnership, Opp. Panchvati Tower, Panch Marg, Versova, Mumbai 400 061, the Party OF THE FIRST PART" hereinafter called "the Party of the First Part" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their partners for the time being and their respective heirs, executors and administrators) of the ONE PART; AND MR/MRS/MISS/MS ROHLT BRUBJ SONIA BALAJ having his/her/their/ its address at House No 3250 Sector 35D

By

("the Purchaser") hereinafter called "the Party of the Second Fart (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their/heirs, executors administrators and assigns) of the SECOND PART:

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Total Rs. 2	,14360	
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ROJEJ Chandigar	4 (6)	25/1
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WHEREAS:

A. M/s Jaycee Developers were absolutely seized of and possessed and otherwise well and sufficiently entitled to properties at Village Chandivali, Taluka Andheri bearing Survey No. 6 and CTS No 11-B/11, CTS No 11-B/11/28 to 93, CTS No 11-C(PT), CTS No 11-H, 11-H/106, 122 to 190 admeasuring 59878.10 sq. mtrs. or thereabouts in the Registration District and Sub-District of Bombay City and Bombay Suburban and in the district of the Bombay suburban and more particularly described in the FPRST schedule hereunder written (hereinafter referred that the said entire property);

- B. The said M/s Jaycee Developers had prepare a private layout and notionally subdivided the said entire property 1200 22 sub plots with provisions for internal roads, amenities, open space and recreation ground therein;
- C. The said M/s Jaycee Developers had by five separate development agreements dated 29th December, 1998, 17th June, 1997, 12 December, 1998, 21st July, 1998 and 15th October, 1997 respectively granted development rights in respect of five sub-plots bearing Nos. 1, 2 3, 4 and 5 respectively to the Party of the First Part therein admeasuring about 9363 sq. mtrs. in aggregate which is more particularly described in the SECOND schedule written hereunder written (hereinafter collectively referred to as "the larger property");
- D. The Competant Authority under the Urban Land (Ceiling & Regulations) Act, 1976 (hereinafter referred to as "ULC act") has vide Order bearing No C/ULC/6(i)/SR.VII-662 to 666/Desk.5 dated 06.09.1994 held the entire property to be within ceiling limit/non-vacant permitting redevelopment of the entire property has been obtained.
- E. The Party of the First Part intend to develop a part of said larger property by availing TDR FSI and construct one building bearing to be known as "Panch Ritu" (hereinafter referred to as "the said building") consisting of stilt plus eighteen upper floors for Residential purpose on part of the said larger property described in the Second Schedule written hereunder;

the A

- F. The Party of the First Part have vide Agreement dated 18.01.2005 (hereinafter referred to as "said Agreement") permitted the Developers M/s. Ayush Enterprise, (hereinafter referred to as "the said Ayush") to complete and construct one building to be known as "Panch Ritu" (hereinafter referred to as "the said building") consisting of stilt plus eighteen upper floors for residential purpose on the part of the said !arger property hereunder written as per sanctioned plan upon the terms and conditions and in the manner contained therein and the developers are in the process of commencing and completing the construction of the said building;
- G. As per the said Agreement, the Party of the First Partrare entitled to retain, sell and dispose of 45% of the constructed area of the said building to such person(s) and on such terms and conditions as the Party of the First Part may deem fit and proper and appropriate the sales proceeds arising therefrom at the absolute discretion of the Part of the First Part;
- H. The Party of the First Part have appointed Mr. T. N. Shaldar, as the Architect for the said building who is registered with the council of Architects;
- I. The Party of the First Part have also appointed M/s Paras Consultants as Structural Engineer for preparation of structural designs and drawings of the said building, and which appointment has been accepted by the said Ayush for the purpose of professional supervision till the completion of the said building to be constructed on the part of the said larger property;
- J. The Party of the First Part have vide file bearing No.CE/3706/BPES/AL dated 21.11.2005 has got the plans approved from Municipal Corporation of Greater Mumbai for construction of said building on the said part of the larger property containing flats;
- K. The Party of the Second Part have demanded from the Party of the First Part and the Party of the First Part have given inspection to the Party of the Second Part of all the documents of title relating to the said land, said Agreement, the exemption order passed by the Government and other

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authorities and plans, designs and specifications prepared by the Architects of the Party of the First Part and of such other documents as are specified under the Maharashtra Ownership Flats (Regulations and Promotions of Construction, Sale, Management and Transfer) Act, 1963, hereinafter referred to as "the said Act" and rules made thereunder, and whereas satisfactory inspection of the certificate of title issued by the Advocate appointed by them, copy of Property Register Card and all other records showing the title of Party of the First Part to the said land, on which the building containing the flats is to be constructed and copies of the plans and specifications of the flat agreed to be purchased by the Party of the Second Part from the Party of the First Part Copy of the Party of the First Part is annexed hereto and marked Artexure "A". The copies of revenue records are also handed over to the Party of the Second Part;

- L. While sanctioning the plans, the concerned local authority and/ore the Government has laid down guidelines, certain aterms, conditions, stipulations and restrictions which are to be observed and performed by the Party of the First Part while developing and constructing the said building on the said part of the larger property and upon due observance and performance of which only the completion and Occupation Certificate in respect of said building shall be granted by the concerned local authorities;
- M. The said Ayush has at the instance of the Party of the First Part commenced the construction of the said building in accordance with the plans sanctioned in respect of said building comprising of stilt plus fifteen floors on the said part of the larger, property more particularly shown in green hatched lines on the plan annexed hereto and marked Annexure "B":
- N. The Party of the Second Part approached the Party of the First Part for allotment of the Flat in the said building proposed to be constructed on the said part of the larger property described in the Second Schedule hereunder written and the Party of the First Part relying upon the application declarations and agreements herein contained of the Party of the Second Part agrees to sell to the Party of the Second Part the Flat at the

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price and on the terms and conditions more particularly hereinafter appearing;

- O. The Party of the Second Part has/have entered into this Agreement with full knowledge of all terms and conditions in the documents, papers, plans, orders, schemes etc.;
- P. Under Section 4 of the Maharashtra Ownership Flats Act, the Party of the First Part are required to execute a written Agreement for Sale of the said Flat in favour of the Party of the Second Part being in fact these presents and register the said Agreement under the Indian Registration Act and accordingly the Party of the First Part have at the request of the Party of the Second Part agreed to execute these presents.

NOW THIS AGREEMENT WITNESSETH AND IT IS THEREBY AGREED BY AND BETWEEN THE PART IES HERETO AS FOLLOWS:

- 1. The Party of the First Part has agreed to construct the said building to be known as "Panch Ritu" comprising of stilt plus 18 upper floors on the said part of the larger property more particularly described in the Second Schedule hereunder written in accordance with the plans, designs and specifications approved by the MCGM and other local authorities which has been seen and approved by the Party of the Second Part with only such variations and modifications as the Party of the First Part may consider necessary or as may be required by the concerned local authority/Government to be made in them or any of them from time to time. The Party of the Second Part shall have no claim over limited common area save and except as expressly granted. The nature, extent and description of the facilities/limited common area are more particularly described in the Annexure "C" and "D" hereunder written.
- 2. The Party of the Second Part agrees to purchase from the Party of the First Part and the Party of the First Part agrees to sell to the Party of the Second Part Flat No. <u>306</u> in the said building known as "Panch Ritu" on <u>306</u> floor, admeasuring <u>626</u> sq. ft.(carpet area inclusive of the balconies and exclusive of the area of lift landings, lobbies and staircases) in the said building. The flat is delineated in red colour boundary line on

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described in the list
description of the common/limited area and facilities are more particularly and to be paid to the Party of the First Part and
described in the list annexed hereto and marked as Annexure "C" & "D" and to be paid to the Party of the First Part as follows:- Rs. 50,000 Earnest money and Agreement
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the terms, conditions, stipulations, perform and complete
with all the terms, conditions, stipulations and restrictions, if any, which
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additional structures and/or floors shall always be and shall always deemed to be the sole property of the Party of the First Part who shall be entitled to deal with or dispose of the same in any way they choose without any objection or hindrance from the Party of the Second Part and the Party of the Second Part hereby consent to the same. The Party of the Second Part hereby agree that he/she/they will agree to the Party of the First Part or their nominees in respect of such additional storey or structure being admitted as members of the Cp-operative Society and/or Limited Company, or common organisation which would ultimately be formed. The Party of the Second Part hereby agree(s) that all necessary facilities, assistance and co-operation will be rendered by the Party of the Second Part to the Party of the First Part to enable the Party of the First Part to make additions and alterations and/or raise additional storey or structure in accordance with the plans sanctioned which may hereafter be sanctioned by the Municipal Corporation of Greater Mumbai for completion of building(s) on the said larger property. The Party of the Second Part hereby further agree(s) that after the proposed Co-operative Society and/or Limited Company and/or Association as the case may be is registered, the Party of the Second Part as member(s) of such common organisation shall accord his/her/their consent to such common organisation for giving to the Party of the First Part full facility, assistance and co-operation to enable the Party of the First Part to make the said additions and/or alterations and/or additional storey or stories or structures as aforesaid construction of which is commenced or will commence even after such organisation is registered and also for the aforesaid purpose to shift the present water tanks on the upper floors when so constructed and Party of the Second Part hereby consent(s) to the same being done by the Party of the First Part. The Party of the Second Part hereby further agree that they will not construct compound wall to the aforesaid building at any time even after the proposed co-operative society and/or limited company and/or Association as the case may be registered. PROVIDED that the Party of the First Part does not in any way effect or prejudice the right hereby granted in favour of the Party of the Second Part, The Party of the First Part shall always be entitled to sell, assign or otherwise deal with or dispose of their rights, title and interest in the said land, hereditaments and premises and the building under construction and/or hereafter to be erected

thereon on the said part of the larger property. This covenants shall be of essence.

- 5. It is agreed that any communications either orally or in writing by the Party of the First Part to and/or inspection of the property by the Party of the Second Part about the completion of a particular stage/slab of construction is sufficient and within seven days of such notice, the Party of the Second Part shall pay to the Party of the First Part the requisite installment of the Purchase Price.
- Without prejudice to the rights of the Party of the First Part, Party of the 6. First Part to receive interest @ 24 % p.a. on all deleved payments on the Party of the Second Part committing default, the Party of the Second Rait confirms that the installments payable by the Party of the Second Part shall be paid on the due dates without any delay or default, as time in respect of the installments payable by the Party of the Second Part under these presents is of essence of the contract. On the Party of the Second Part committing default in payment of any amount on due date in respect of amounts payable by the Party of the Second Part to the Party of the First Part under this Agreement (including his/her/their proportionate share of tax levied by the concerned local authorities and other outgoings) and/or on the Party of the Second Part committing breach of any of the terms and conditions herein contained, the Party of the First Part as the case may be shall be entitled at their own option to terminate this Agreement. PROVIDED HOWEVER that the Power of termination herein before contained shall not be exercised by the Party of the First Part unless and until the Party of the First Part shall have given to the Party of the Second Part 15 days prior notice in writing of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions due to which they intended to terminate the Agreement and default shall have been made by the Party of the Second Part in remedying such breach or breaches within a reasonable time or within the notice period.
 - 7. The Party of the Second Part has made enquiries and is satisfied that the title of the Party of the First Part to property described in the Second Schedule hereunder written is marketable and free from encumbrance and

that the Party of the First Part have the authority to develop the same in the manner envisaged. The Party of the Second Part has inspected the original title certificate issued by their Advocate and is satisfied with the title certificate of the Advocates. The Party of the Second Part undertakes not to raise any objection to the title of owners to the said property or to the authority of the Party of the First Part and/or said M/s Ayush Enterprise to develop the same.

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- 8. Subject to the Party of the Second Part making full payment of all amounts of consideration in respect of the flat and all other amounts hereinabove payable upon the completion of the building / flat and the Occupation Certificate in respect thereof being obtained, the Party of the First Part shall permit the Party of the Second Part to receipt the Flat oper before with the Party of the Second Part to receipt the Flat oper before with the Party of the First Part will be entitled to a grace period of the months. FURTHER PROVIDED that the Party of the First Part shall be entitled to reasonable extension of time after the grace period for permitting the Party of the Second Part to occupy the flat on the aforesaid date if the completion of building or any part thereof in which the flat is situated is delayed on account of:-
 - Non-availability of Steel, Cement other Building materials, water or electric supply;
 - (ii) War, Civil commotion or acts of God;
 - (iii) Any written or oral notice, order, rule, notification of the Government and/or other public or other Competent Authority.
- 9. The Party of the Second Part shall take possession of the flat within seven days of the Party of the First Part giving notice to the Party of the Second Part intimating that the said flat is ready for use and occupation. Before taking possession of the said flat the Party of the Second Part shall sign and/or execute all writings and papers as may be reasonable and required by the Party of the First Part including possession letter, electric meter transfer forms and other papers necessary or expedient for formation and registration of the Society and/or Limited Company and/or Association as the case may be and shall pay the arrears of consideration payable by him/her/them. Under no circumstances will the Party of the Second Part be

entitled to enter upon the said flat unless and until the Party of the Second Part has carried out full all obligation terms and conditions agreed by the Party of the Second Part and mentioned in this Agreement.

- 10. The Party of the First Part shall form and register an Apex Society or an association of flat purchasers of the building to be constructed on part of the said larger property, as the Party of the First Part may think fit and proper for the purpose of administration, management and maintenance of all the common services, internal roads, street lighting, gardens, recreation or play ground, common waterlines and electricity lines upto the building. The Association shall be entitled to hold the land underneath its building and the available compulsory open space around the same and shall be bound to maintain the same and the apex society fine Association of all purchasers will be responsible for administration, maintenance and management of the common roads, garden, open space, common communities, sub-station (if any), common electricity lines upto individual buildings, security services and other common services attending to the common problems, facilities, conveniences and amenities to the building.
- The Party of the Second Part alongwith other Flat Purchasers of flats in 11. the said building shall join in forming and registering the Co-operative Housing Society or a Limited Company or Association, to be known as "Panch Smruti". This name shall not be changed without prior permission of the Party of the First Part and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society or Limited Company or Association and for becoming a member including the bye-laws of the proposed common organisation and duly fill in, sign and return to the Party of the First Part within 3 days of the same being forwarded by the Party of the First Part to the Party of the Second Part, so as to enable the Party of the First Part to register the organisation of the Party of the Second Part under Section 10 of the Ownership Flats (Regulation of the Promoter of Construction Sale Management and Transfer) Rules, 1964. No Objection shall be taken by the Party of the Second Part if any changes or modification are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the

Registrar of Companies, as the case may be, or any other Competent Authority. The property described in the Second Schedule hereto with the said building shall be assigned to a Co-operative Housing Society and/or Limited Company or such common organisation to be registered/ incorporated for the said Building. The said common organisation shall be registered only after the said building has been fully developed and all? the flats in the said building is sold and disposed of. The Party of the Second Part shall become a member of the said organisation which is to be formed solely for the purpose of the said Building and the Party of the First Part shall execute the Assignment/Lease or such other vesting document at the discretion of the Party of the First Part in respect; part of said larger property with the said Building property of the said Co-operative Society and/or Limited Company of such common organisation. Until such vesting document is executed, the right of the Party of the Second Part shall be confirmed only to the flat and the Party of the Second Part and/or the common organisation be formed for the purpose of the said Building shall have no right on any fart or portion of the said larger property. The conferment of right shall take place only in respect of the said Building and land beneath the same on the part of said larger property in favour of the common organisation on the execution of vesting document in its favour as aforesaid. Unless all the Flat Purchasers have paid their contribution of stamp duty and registration charges, to the Party of the First Part, the Party of the First Part shall not be bound to execute vesting document in respect of the said building in favour of the common organization to be formed by the Party of First Part at their absolute discretion.

12. The Party of the Second Part is/are hereby further informed that the day to day maintenance of the infrastructure facilities such as street light, sewerage plant, over head and underground water tank, external roads, septic tank, gardens and security etc.within the complex and/or sector shall be maintained by the Party of the First Part and/or common organisation to be formed as the case may be out of the monthly maintenance charges to be paid by the Party of the Second Part in that behalf promptly and regularly without default to the Party of the First Part and/or the common organisation and in the event of the Party of the Second Part failing to pay the said monthly charges, necessary action shall be taken and/or adopted

against the Party of the Second Part for the breach committed and such breach shall be construed as the breach of the terms and conditions of this Agreement, which shall always be deemed to be in existence as long as the Party of the Second Part is/are the holder of the flat.

Commencing a week after oral and/or written notice is given by the Party 13. of the First Part to the Party of the Second Part that the flat is ready for use and occupation, the Party of the Second Part shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the flat) of outgoings in respect of the said land and building namely local taxes, nonagricultural assessment, betterment charges or such other charges levied by the concerned local authority and/or Government including Mumbal-Municipal Corporation, water charges, water expenses through tanker charges, electricity bills, common lights, all pre repairs and salaries of clerks, gardener, chowkidars, sweepers and all ther expenses necessary and incidental to the Management and Maintenance of the said, building, Until the common organisation is formed and the widefullding vested to it, the Party of the Second Part shall pay to the Party of the First Part such proportionate share of outgoings as may be determined on or before the possession is offered to the Party of the Second Part. It is agreed that the Electric Meters of each Flat/Garage required to be transferred in the name of the individual holder shall be done by the Party of the Second Part at his/her/their cost for which purpose the Party of the Second Part shall cause the Party of the First Part to merely sign the consent letter. The amounts referred to herein before or hereinafter (i.e. proportionate share of outgoings)so paid by the Party of the Second Part to the Party of the First Part shall not carry any interest and remain with the Party of the First Part until a vesting document is executed in favour of the organisation as aforesaid. It is however agreed that in case any amount is spent in excess of the amount received from the Party of the Second Part towards aforesaid, by the Party of the First Part the same shall be reimbursed by the Party of the Second Part with interest @ 24% p.a. on delayed payment, on oral intimation.

14. The Party of the First Part shall provide with water connection and also install the electricity lines and electricity meter to the flat, however the Party of the First Part do not guarantee the supply of any particular

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quantity of water or electricity to the buildings/street/ roads. It is however agreed that in case of insufficient supply of water by BMC after handing over the possession or the occupation certificate is obtained, the Party of the First Part shall arrange the water through out-side tankers at the cost of Party of the Second Part from the maintenance account and in case of possibility of obtaining additional water connection from BMC the same may also be arranged if possible by the Party of the First Part at the cost of Party of the Second Part from the maintenance/taxes/repair money account. The Party of the First Part shall also maintain the building repairs of all type through maintenance/taxes account. The Party of the Second Part is satisfied about the nature of infrastructure to be provided by the Party of the First Part and the Party of the Second Part heroby as a poprøvement of contribute his/her/their proportionate share of for infrastructures if and when so framed by any appropriate/federation/group and the Party of the First Part shall not be required to share any expenses for such improvement. The Party of the Second Part also agrees not to complain for non-completion of infrastructure to anybody.

- 15. The Party of the Second Part shall pay all legal costs, charges and expenses including professional costs of the Attorney at law/Advocate engaged by the Party of the First Part in connection with formation of the said common organisation, preparing its rules, regulations and bye-laws and also for the cost of preparing and engrossing this agreement in duplicate and preparation and execution of vesting document of the building and land beneath the same to such common organisation as may be formed.
- 16. The Party of the Second Part hereby expressly agrees that in the event of any amount being levied by or payable to the Municipal Corporation of Greater Mumbai and/or State Government and/or to MSEB, Reliance Energy Ltd, BEST etc. by way of premium, cess, tax deposit and/or charges including any betterment charges, development tax, security deposits or water connection, drainage connection and electricity connection and/or any other taxes and/or payments of similar nature by whatever terminology called becoming payable by the Party of the First Part, then and in such an event the same shall be paid/reimbursed to the Party of the First Part. The Party of the Second Part also agrees to

pay/reimburse to the Party of the First Part, the pro-rata cost charges and/or expenses in respect of installation of water lines, water mains, sewerage lines, sewerage mains, electric cables, electric substation (if any) making and maintaining internal roads and access to the said building. The betterment charges referred to above shall also include charges for installation of water lines, sewerage mains, drainage layout and all other facilities etc. to the Party of the Second Part. Such charges or additional levies are presently estimated at Rs.30/- per sq. ft. which the Party of the Second Part hereby agrees to pay, over and above in addition to the payments mentioned in Clause 2 above being purchase consideration.

- The Party of the Second Part shall pay and reimburse to the Party of the First Part such amounts if any that may be paid to or deposited with Maharashtra State Electricity Board, Bombay Durban Electric Supple Ltd., Reliance energy Ltd or any other such body or authority as service line charges electric deposits/charges or electric theter charges or for any other purpose.
- 18. The Party of the First Part will provide to each and every flat, tenement, premises in the said Building, the iron grills and intercom connections from the common systems and other safety features and the Party of the Second Part will pay to the Party of the First Part a sum towards the cost of such grills etc. and the proportionate cost of the intercom system.
- 19. The Party of the Second Part shall on or before possession of the said premises being handed over to him/her/their pay the following amounts:
 - (i) Rs. 5000 towards legal charges of the foregoing Agreements/Documents
 - (ii) Rs. _ 350 towards share money application
 - (iii) Rs. 300 towards entrance fee (Rs.100/- in case of individual and Rs.200/- in case of joint ownership for society or Limited Company)

towards proportionate share of taxes and other charges for 18 months @ Rs. 3 50 per sq. ft. per month on adhoc basis.

Rs. 33500 towards service charges of electric connection/electric cable/electric sub-station/

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electric meter.

towards Development/ Sewerage/ LUC Charges payable to various Government or Public Bodies.

towards legal charges and formation and registration

expenses the said

organization.

30000 -towards providing grills, intercom connections etc. in the flat.

Total Rs. 150820/.

The said sum of Rs. 150826/- will be paid by Part to the Party of the First Part over and about an addition to amounts of consideration as stated in Clause 2 and It is further agreed that the Party of the First Part will have full and solute right authorits and power to invest such amount or amounts in manner they in deem fit and the Party of the Second Part shall have amount and the Party of First Part is not responsible to give an account of the same to the Party of the Second Part account thereof. The Party of the Second Part will not be entitled to ask or claim any refund or adjustment of the amount mentioned herein against any expenses municipal taxes and outgoings or any increase therein. After the said Building is transferred to the common organisation, the balance of the aforesaid amounts if any after deduction therefrom of arrears of taxes and expenses hereinabove mentioned and legal expenses, will be transferred without interest by the Party of the First Part to such common organisation. If however such common organisation is/are not formed, such amounts will be retained by the Party of the First Part and the same will not be refunded to the Party of the Second Part nor will the Party of the Second Part be entitled to ask for the repayment or account thereof.

Prior to execution of this Agreement the PARTY OF THE SECOND 20. PART shall get adjudicated this Agreement for Stamp purpose and get the agreement duly stamped from the stamp office.

21. It is agreed by the Party of the Second Part that even if the date of Agreement for sale or the booking of the Flat with the Party of the First Part is prior to the date of Occupation Certificate, he shall pay to the Party of the First Part the maintenance charges from the date of Occupation Certificate. It is further agreed by the Party of the Second Part that in case of date of the Agreement for sale or the booking of the flat is prior to the date of occupation certificate and even if the installment of the consideration of the flat is not paid or the possession is not taken by the Party of the Second Part or there is a default in payment, due to any reason whatsoever, then also the Party of the Second Part shall pay the maintenance and other charges and dues mentioned hereinabove from the date of the Occupation Certificate granted by the Municipal Corporation of Greater Mumbai to the Party of the First Part or from the date of the Agreement for Sale, whichever is earlier.

Over and above the consideration in respect of the Flat, the Party of the Second Part shall also bear and pay in addition and and under Clause 19 above a further sum of Rs.30/- per sq. ft. of the saleable area of the flat to the Party of the First Part for providing to and allowing the Party of the Second Part to use and enjoy Special Amenities such as special tools and equipment for children's park, club with incidental amenities, swimming pool, table tennis, chess room/carom room.

The Party of the First Part agrees to admit the Party of the Second Part as member of the club house and swimming pool. After the registration of the said common organisation as aforesaid, at the sole option of the Party of the First Part the same shall either be maintained by the Party of the First Part or the said Apex organisation as the case may be at such rates, charges and expenses and on such other terms as may be fixed by the Party of the First Part or by such Organisations as the case may be. The Party of the Second Part shall always use and enjoy the Special Amenities and shall pay the proportionate maintenance and outgoings for the Special Amenities to the Party of the First Part or to their successors-in-title as the case may be.

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If the Party of the First Part so desire they are entitled to deal, transfer assign or create any third party rights in respect of the said Special Amenities for such consideration and on such terms-and conditions as they deem fit and proper.

2000 PROVIDED the Party of the Second Part's right to use and enjoy such Special Amenities will not be disturbed, The Party of the Second Part or the said common organisation will not be entitled to any share in payment of consideration /compensation/ commission/fee/charge or any other receipts received by the Party of the First Part from such assignee or transferee of such Special Amenities or any part thereof. The detailed rules and regulations for use maintenance and administration of the said Special Amenities shall be drawn up by the Party of the First Part and/or the apex organisation upon its formation.

The Party of the First Part shall maintain 23. solidated account of amounts in a bank collected by them by way the posits from all the Part of the Second Part of the Building and of the amounts spent of expenses chargeable to them. On transfer of the said larger property with the new building constructed thereon to a separate common organisation of the said building of the Second Part of premises or to Apex Society or Other common organisation as provided herein and render any individual account to such common organisation or Apex Society and pay over to the excess, if any, of such collections or recover from them the deficit, if any therein. The Party of the First Part shall not be liable to render any separate account to Party of the Second Part. Rendering of such consolidated account to such common organisation or Apex Society and settlement of account with them shall discharge the Party of the First Part of its responsibility and further the Party of the First Part shall not be liable to individually refund excess amount if any, lying of any individual Flat Parties of the Second Part and the Party of the First Part shall be entitled to adjust the accounts of the various flat Parties of the Second Part and the Party of the Second Part of the premises shall make up and adjust their respective accounts between themselves, as members of such organisation or Apex Societies or as the case may be.

24. The Party of the Second Part for himself/themselves/herself with intention to bring all person into whomsoever hands the flat may come, doth hereby convent jointly with the Party of the First Part and Developers as follows:-

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- in good tenantable repair and condition from the date of occupation of the building and shall not do or suffered to be done anything in or to the said building, staircase or any passages of the said building which may be against the rules, regulations or bye-laws of the concerned local or any other authority to change/either or make addition in or to the said building in which the Flat is situated and the flat itself or any part thereof;
- (b) Not to store in the Flat any goods which are hazardous, combustible or dangerous in nature of the start so heavy as to damage the construction of structure of the start building or storing of goods which is objected by the concerned local or other authority and shall not carry or cause to be carried field packages on the upper floors which may damage or likely to damage the staircase, common passage or any other structure of the said building, including entrances of the said building and if in case any damage is caused to the said building on account of negligence or default of the Party of the Second Part in this behalf, then the Party of the Second Part shall be liable for the consequences of the breach;
- (c) To carry at his/her/their own cost all internal repairs to the flat and maintain the flat in the same conditions, state and order in which it was delivered by the Party of the First Part to the Party of the Second Part and shall not do or suffer to be done anything in or to the said building or the flat which may be given against the rules and regulations and bye-laws of the concerned, local authority or other public authority. And in the event of the Party of the Second Part committing any act in contravention of the above provisions, the Party of the Second Part shall be responsible and liable for the consequence thereof to the concerned local authority and/or their 'public authority;

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- (d) Not to demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the said building and shall keep the portion, sewage, drains pipes in the flat and appurtenances thereto in good tenangable depair and a condition and, so as to support shelter and protect the other parts of the said building and shall not chisel or cause any other minor damage to columns, beams, walls, slabs or RCC, Pardis or other structural changes in the Flat without the prior written permission of the Party of the First Part and/or the spacety or the Limited Company.
- (e) Not to do or permit to be done any act or the swhich may render void or voidable any insurance of the said the property and the said building or any part thereof whereby an intreased premium shall become payable in respect of the insurance;
- (f) Not to throw dirt, rubbish, rags, garbage or other refuses or permit the same to be thrown from the flat in the compound or any portion of the said entire property and the said building and common internal roads;
- (g) To bear and pay increase in local taxes, water charge, insurance, and such other levies, if any, also for improving infrastructures which are imposed by the concerned local authority, and/or Government and/or other public authority, on account of change of user of the flat by the Flat Party of the Second Part viz. User for any purpose of local authority;
- (h) The Party of the Second Part shall not let, sub-transfer, assign or part with his/her/their interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues which are payable by the Party of the Second Part to the Developers and/or Party of the First Part under this Agreement are fully paid up and only if the Party of the Second Part had not been guilty of breach

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agreement and until the Party of the Second Part has taken permission in writing from the Party of the First Part and/or the Developers and/or Common organization as the case may be;

The Party of the Second Part shall observe and perform all the

- rules and regulations which the common organisation may adopt (i) from its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observances and performance of the building rules, regulations and bye-laws for the same and of the concerned local authority and of Government and other Public bodies. The Party of the Second Part shall also observe and perform all the supulations and conditions regarding the occupation and use of the Flat in the building and shall pay and contribute regularly and punctually from the date of occupation certificate and /or receiving the possession of the flat which ever is earlier towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;
 - Till the vesting of building is executed the Party of the Second Part (i) shall permit the Party of the First Part and/or M/s Ayush Enterprise and their Surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said entire property and the said building or any part thereof to view and examine the state and condition thereof;
 - To use the flat only for the purpose of residence; (k)
 - The Party of the Second Part shall not make any additions or (1)alternations in the said flat with a view to combine the said flat with an adjoining flat without consent from the Party of the First Part and/or Common Organization as the case may be.
- If any default is committed by the Party of the Second Part in making payment of the amounts due on their respective due dates as herein stated 25. without prejudice to his/her other obligation and liabilities that may arise in that event ,the Party of the Second Part will be liable to pay and does

hereby irrevocably agree and undertake to pay to the Party of the First Part, the interest calculated at the rate of 24 % per annum on all such amounts that may be due and payable by the Party of the Second Part to the Party of the First Part under the terms and conditions of this agreement from the due dates of payment of such amounts till the date of its payment. On the Party of the Second Part committing any default in payment of any amount due and payable by the Party of the Second Part to the Party of the First Part under this agreement (including proportionate share of taxes levied by the concerned local authority or any other outgoings) or breach of any of the terms and conditions herein contained, the Party of the First Part shall be entitled at their sole discretion to unitare tally terminate cancel and revoke this Agreement. The termination Ash Agreement by the Party of the First Part will be binding on the Part of the Second Part and the Party of the Second Part will not raise an logictions in that behalf. Upon termination of this Agreement by the Party of the First Part; (a) the Party of the First Part will be entitled and authorized to unilaterally forfeit 10 % of the consideration amount mentioned under clause 2 above as and by way of agreed and quantified liquidated damages and repay the balance amounts if any till then paid by the Party of the Second Part to him out of the sale proceeds of such flats to the subsequent Party of the Second Part (b) the Party of the Second Part will not be entitled to remain in the use occupation enjoyment or possession of the flat and the Party of the First Part will be authorized to resume the possession thereof from the Party of the Second Part (c) the said amount so forfeited by the Party of the First Part will be appropriated by the Party of the First Part as they may deem fit (d) The Party of the First Part shall not be liable to pay to the Party of the Second Part any interest on the amounts so refunded. Provided however in case of any deficit arising out of the subsequent sale of the flat, then the Party of the Second Part shall be liable to bear such loss/deficit.

26. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law mentioned in the Second Schedule hereinunder written of the said entire property or any part thereof and the said building or any part thereof including restricted common area. The Party of the Second Part(s) shall have no claim save and except in respect of the flat hereby agreed to be sold to him and all open spaces, stilt parking, basement stilt parking spaces, refuge areas,

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lobbies, staircases, terrace, pocket terraces, open spaces, external walls, blank walls, recreation spaces or any other common areas or portion (hereinafter referred to "as restricted common areas"), will remain the property of the Party of the First Part till the part of the said larger and the said building(s) are transferred to the common? organistion or Apex body as herein before mentioned. Unless expressly sold/allotted by the Party of the First Part the said Restricted Common Areas, the said Buildings and the unutilized FSI or additional FSI or TDR or any other benefit privilege or advantage that may hereafter become available in respect of the said Plot will always remain the property of the Party of the First Part or their assigns or nominees. The Party of the first Part are entitled to and are hereby expressly authorized to sell dispose of or allot the said Restricted Common Areas on the said reference property or of the said Buildings or any part thereof or create third party rights in favour of any persons for such consideration as the Party of the First Part may deem fit and proper.

It is expressly agreed that the Party of the First Part shall be entitled to put and/or permit any third party or person or persons to put up hoarding/s illuminated or comprising of neon signs Vsat or cellular or other antennae and other apparatus/gadgets and machinery on the said entire property or on the said Buildings or any part or portion thereof and for such purpose the Party of the First Part are fully authorized to allow temporary or permanent construction or erection or installation on the exterior of the said Buildings or on any part or portions thereof. Unless expressly sold/allotted by the Party of the First Part the said Restricted Common Areas, the said Buildings and the unutilized FSI or additional FSI or TDR or any other benefit privilege or advantage that may hereafter become available in respect of the said entire property will always remain the property of the Party of the First Part or their assigns or nominees. The Party of the First Part are entitled to and are hereby expressly authorized to sell dispose of or allot the said Restricted Common Areas on the said property or of the said Buildings or any part thereof or create any third party rights in favour of such persons for such consideration and on such terms and conditions as they may deem fit and proper in their absolute discretion. Upon the said entire property and the said Building being transferred to the common organisation as is herein stated, the vesting

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documents will contain, the necessary covenants reserving the right of the Party of the First Part or such of them as the Party of the First Part may deem fit and proper.

28. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the area forming part of the planter, dry yard area, flower bed, double wall, boxing and sit-out area are not sold to the Party of the Second Part

The Party of the First Part shall exercise their right until the execution of the vesting document to make additions or put up additional structure or storeys as may be permitted by the government of Maharashtra or any other Competent Authority and such additional structures, stilted portions, open or close garages and storeys shall be the property of the Party of the First Part who will be entitled to dispose of the same in such manner as they may deem fit and proper.

The Party of the First Part shall be at liberty to sell, assign or otherwise deal with or dispose off all or any of their right, title and interest in the said entire property or in the said buildings, shall be entitled to use the open spaces of the said building including for car parking etc. all entries for themselves except one entry, which shall be kept for Party of the Second Part, the Party of the First Part shall be entitled to use the terraces of the said building including for display of advertisements and sign boards and the Party of the Second Part shall not be entitled to raise any objection or ask for any abetment in the price of the Flat/Stilt and/or claim any compensation of damages on the ground whatsoever. The Party of the Second Part hereby gives his/her express consent to the Party of the First Part to raise any loan against the said property or against any number of the Flats and/or the said building on the said property and to Mortgage the same with any Bank/Banks or any other financing agencies or any such loan liability shall be cleared by the Party of the First Part at their expenses before the said flat are handed over to the Party of the Second Part.

30. It is agreed that the Party of the Second Part shall inform the Party of the First Part and/or organisation as and when formed, all the concerned

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authorities/persons/ body in case any loan is obtained by him/her in respect of the flat.

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- 31. The Party of the First Part and said M/s Ayush Enterprise as the case may be shall in respect of any amount remaining unpaid by the Party of the Second Part under the terms and conditions of this Agreement have a first and paramount lien and charge on the said flat.
- 32. It is agreed further that the Party of the First Part and/or the said Ayush as the case may be are not bound to give notice requiring any installment and the failure thereof shall not be deemed as an excuse for non-payment of the amounts or the amounts on the respective due dates by the Party of the Second Part.
- 33. In the event of the common organisation being registered before the sale and disposal of all the flats and premises in the said bilding by the Party of the First Part and Developers the Power and Authority of such common organisation so formed of the Party of the Second Part herein and other Party of the Second Part of the Flat/Stilt/Garages/Premises in other buildings in the said entire property, shall be subject to the overall powers of the Party of the First Part and said M/s Ayush Enterprise in the matters concerning the Building Construction and completion thereof and all facilities pertaining to the same and in particular the Party of the First Part/ M/s Ayush Enterprise shall have absolute authority and control as regard the unsold flats/premises/open/close garages/stilted portion and the disposal thereof, the common organisation so formed of the Party of the Second Part shall not charge any transfer charge donations from the Party of the First Part/ M/s Ayush Enterprise or the Prospective buyers in case any of the Flat/Premises or garages are sold by Party of the First Part to the prospective buyer after the common organisation is formed and the Party of the First Part or the prospective buyer shall not be required to obtain any consent from the common organisation so formed. It is also agreed that the Party of the First Part shall not pay any type of outgoings or maintenance to the common organisation or the adhoc common organisation in respect of unsold flats/parking space or other premises till the same are sold. It is also agreed that any flat/premises/stilt/garage or other constructed portion not specifically sold to the prospective Party of

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the Second Part till the registration of common organisation shall remain the unsold property of the Party of the First Part/Developers as the case may be till such sale. It is also agreed that the Party of the First Part/ M/s Ayush Enterprise shall also be entitled to further transfer any flat/premises/garages/stilted portion to the new Party of the Second Part before the handing over the maintenance of the said building to the Party of the Second Part or the handing over of the said building to the common organisation which ever is later at their discretion.

34. The Party of the Second Part has agreed that the Party of the First Part shall always have the right to complete the construction of the entire property by constructing various building(s) in more then one phase and obtain the occupation certificate from Bombay Municipal Corporation in respect of such completed portion of the building and the Purchaser hereby consents to the same. The Party of the First Part have informed the Party of the Second Part that the rules/regulations for T.D.R. (Transfer of Development Rights) are framed and on its sanction the Party of the First Part shall increase storeys of the proposed building by making substantial changes in the staircases, lifts, etc., of the said Building and by creating a porch between proposed building and other various buildings proposed to be developed by the Party of the First Part on the said entire property by Physically touching the Proposed Building and by amalgamating other properties of the Promoters and their respective concerns with the property described in the First Schedule hereunder written.

35. It is agreed and Party of the Second Part is aware that the Party of the First Part have provided right of way and Civic Services from the property described in the Second Schedule hereunder written to the properties situated on the remaining sides of the said building described in the Second Schedule hereunder written. The Party of the Second Part hereby covenants with the Party of the First Part that he/she/they shall not raise any objection for the same and prove uninterrupted access viz. Ingress and egress to the Party of the First and the said M/s Ayush Enterprise and/or their servants, employees, contractors etc. at all times

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- Any delay, tolerance or indulgence shown either by the Party of the First Part in enforcing the terms of this Agreement or any forbearance or giving of time to the Party of the Second Part by the Party of the First Part shall not be construed as a waiver on the part of either the Party of the First Part of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Party of the First Part or the Developers.
- The Party of the Second Part shall lodge this Agreement with the Sub-Registrar of Assurances, Mumbai well in advance of the time limit prescribed by the Registration Act and the Party of the First Part and or their representatives upon receiving the intimation in writing thereof will attend such office and admit execution thereof.
- 38. All stamp duty and registration charges, payable in respect of this transaction shall be borne and paid by the Party of the Second Part alone and the Party of the First Part shall not be liable of responsible for the same.
- 39. The Purchaser/s hereby agree that in the event of any amount being applicable /or payable by way of service charge or service tax to the local Authority or State Government by virtue of this Agreement, the same shall be borne and paid by the Purchaser/s to the extent or proportion to be borne and paid by them as per law.
- 40. All notices to be served on the Party of the Second Part as contemplated by this Agreement shall be deemed to have been duly served if sent to the Party of the Second Part by ordinary post at his/her address specified below.

below.

Name: Robit Bajay | Sonia Bajay

Address: House No 3250 Sector 35D,

Chandigash.

Phone: Office: Res.:

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

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THE FIRST SCHEDULE ABOVE REFERRED TO

Firstly:

All that piece or parcel of land or ground being a portion of Survey No.6 (Pt), C.T.S. No. 11 (Part) of village Chandivali, situated in the Registration District and Sub-District of Mumbai Suburban and containing by admeasurement 37,739 sq. meters or thereabouts and shown on the plan thereof annexed thereto by red coloured boundary line and known as Quarry No.10-A and bounded as follows, that is to say:

On or towards the North

By Survey No.6(Pt) of Chandivali

Village Quarry No.11 Run by M/s.

Bharat Stone and Metal Supply Co.

On or towards the South

By Survey No.6(Pt) of Changing

Village.

On or towards the East

By boundary of

By 40 ft. roa

Willage Powai &

On or towards the West

Secondly:

All that piece or parcel of land or ground being a portion of Survey No. 6(pt), C. T. S. No.11 (Part) of village Chandivali, situated in the Registration District and Sub-District of Mumbai Suburban and containing by admeasurement 26,217.56 sq. meters or thereabouts and shown on the plan thereof annexed thereto by red coloured boundary line and known as Quarry No.11 and bounded as follows, that is to say:

On or towards the North

By Survey No.6 Chandivali Village.

On or towards the South

By Survey No.6 of Chandivali Village.

On or towards the East

By boundary of Village Powai &

On or towards the West

By Survey No.6 Chandivali Village

THE SECOND SCHEDULE REFERRED TO ABOVE

All that piece or parcel of land or ground admeasuring about 9363 Sq. mtrs. or thereabouts bearing Sub Plot No. 1,2,3,4, and 5 alongwith additional F.S.I. of internal roads admeasuring ____sq. mtrs on prorata distribution and situated at Plot bearing S. No. 6 (Part) and C.T.S. No. 11-B/22, C.T.S. No. 11-B/11/28 to 93,

PANCH RITU

C.T.S. No. 11-C (Pt), C.T.S. No. 11-H, 11-H/	/106,	122 t	to 190 d	of Village	
Chandivali, Taluka Kurla is Mumbai Suburban Dis	trict.			No.	
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RMG LAW ASSOCIATES

ADVOCATES & SOLICITORS

HEMANG S. RAYTHATTHA CHIRAG H. MODY SUNIL C. GANGAN S. P. CENTRE PREMISES C. S. LTD., UNIT NO. 12, 3rd Floor, 70, Nagindas Master Road, Fort, Mumbai - 400 001.

Ref. No. :

CM 01859

To,

M/s Fortune Investments, Panch Ratna Building, Off.Yari Road, Versova Andheri (West), Mumbai 400 061

Dear Sirs,

Re:

TITLE CERTIFIC

All that piece or parcel of land or ground addressuring about 1540 Sq. Mits. or thereabouts bearing Sub Plot No 01 situated at Plot bearing Survey to 6(pt) and new C.T.S No. 11-B/11, 11-B/11/28 to 93, C.T.S. 11-C (Part), C.T.S. No 11-H, C.T.S. No. 11-H, C.T.S. No 11-C (Part), C.T.S. No 11-H, 11-H/106, 11/122 to 11/190 of Village Chandivali, Taluka Kurla in Mumbai Suburban District.

&

All that piece or parcel of land or ground admeasuring about 1490 Sq,Mtrs. or thereabouts bearing Sub Plot No 02 situated at Plot bearing S.No 6(pt) and new C.T.S No. 11-B/11, 11-B/11/28 to 93, C.T.S 11-C (Part), C.T.S. No 11-H, 11-H/106, 11/122 to 11/190 of Village Chandivali, Taluka Kurla in Mumbai Suburban District.

&

All that piece or parcel of land or ground admeasuring about 1800 Sq,Mtrs. or thereabouts bearing Sub Plot No 03 situated at Plot bearing S.No 6(pt) and new C.T.S No. 11-B/11, 11-B/11/28 to 93, C.T.S 11-C (Part), C.T.S. No 11-H, 11-H/106, 11/122 to 11/190 of Village Chandivali, Taluka Kurla in Mumbai Suburban District.

&

All that piece or parcel of land or ground admeasuring about 2165 Sq,Mtrs. or thereabouts bearing Sub Plot No 04 situated at Plot bearing S.No 6(pt) and new C.T.S No. 11-B/11, 11-B/11/28 to 93, C.T.S 11-C (Part), C.T.S. No 11-H, 11-H/106, 11/122 to 11/190 of Village Chandivali, Taluka Kurla in Mumbai Suburban District.

&

All that piece or parcel of land or ground admeasuring about 2225 Sq,Mtrs. or thereabouts bearing Sub Plot No 05 situated at Plot bearing S.No 6(pt) and new C.T.S No. 11-B/11, 11-B/11/28 to 93, C.T.S 11-C (Part), C.T.S. No 11-H, 11-H/106, 11/122 to 11/190 of Village Chandivali, Taluka Kurla in Mumbai Suburban District.

A

Upon your instructions, I have investigated the title of the owner of the aforesaid plots of lands. I have conducted title search of the aforesaid property with the concerned authorities. The aforesaid plots of land along with a larger property is owned by A.D. Sheth (HUF) which is represented by Shri Jitendra A. Sheth the Karta & Manager of the said HUF of the above property. The investigations of the title search conducted reveal that the title of A.D.Sheth (HUF) is clear and marketable and free from encumbrances, charges and claims.

Thereafter, the aforesaid owners entered into two separate agreements for development both dated 19th April 1993 with M/s. Jaycee Developers whereby the said owners have granted development rights interalia for construction of failuring/s and selling the flats, garages, car parking spaces, terrace, hoarding spaces etc in favour of M/s. Jaycee Developers in respect of the properties described Firstly and Secondly in the first schedule hereunder written. In addition to the said two development agreements, the aforesaid owners have also executed two irrevocable powers of attorney dated 28th June 1996, in favour of the partners of M/s. Jaycee Developers for enabling them to carry out development work in respect of the said properties. Thereafter, the aforesaid owners have again executed two irrevocable power of attorney dated 7thSeptember 2000 and 26th September 2000 in favour of the partners of M/s Jaycee Developers empowering them to interalia mortgage the said properties in addition to carry out development work in respect of the said properties. I am given to understand that the aforesaid owners have received the full consideration money payable to them by M/s. Jaycee Developers.

The aforesaid owners had leased the above plots of land along with a larger property more particularly described in the First Schedule hereunder for the purposes of carrying on quarrying operations on the above plots of land along with a larger property to certain lessees/ occupant's viz., Gulati Construction Corporation, M/s Bharat Stone and Metal Supply Co. On the property described firstly in the First Schedule, the said Gulati Construction Corporation was carrying on quarrying operations under valid permission and authority of the aforesaid owners. Further on the property described secondly in the First Schedule the said M/s Bharat Stone and Metal Supply Company was carrying on quarrying operations under valid permission

and authority of the aforesaid owners. The said Jaycee Developers have pursuant to the authority given by the aforesaid owners, negotiated and obtained vacant possession of the said property described in the First Schedule from the tenants and occupants/leases thereof, viz., Gulati Construction Corporation, M/s. Bharat Stone and Metal Supply Co. and other occupants.

Further, it appears that certain areas described in the First Schedule are contained and occupied by slums. The slums are described as slum pockets and the details thereof are more particularly described firstly and secondly in the second schedule hereunder written. The aforesaid owners have agreed that that the Developers M/s Jaycee Developers shall be entitled to and responsible to with and clear the aforesaid slum pockets.

The said M/s. Jaycee Developers through their property described in the First Private Layout and Sub-Division plan in respect of the property described in the First Schedule save and except the areas occupied by the slum occleers. The said area of the private layout is more particularly described in the third schedule hereunder written. The said private layout is divided in 22 (twenty two) sub-plots and the provision for the internal roads, amenity open space and a recreation ground have also been provided in the said private layout. M/s Jaycee Developers has distributed the additional F.S.I available in respect of internal roads of the entire property described in the Third Schedule to the various Sub Plot developers on prorata basis

The said M/s. Jaycee Developers have by an agreement for development dated 29th December 1998, granted development rights to M/s. Fortune Investments for development in respect of one of the Sub-Plots bearing No.01 admeasuring about 1540 Sq.Mtrs. or thereabouts. M/s Fortune Investments has in addition to the aforesaid also been granted additional F.S.I admeasuring 355 sq mtrs in respect of the aforesaid Sub Plot No 01 by M/s Jaycee Developers as the share of additional F.S.I available to M/s Fortune Investments on prorata distribution by M/s Jaycee Developers of the entire F.S.I of internal roads available in respect of the property described in the Third schedule. The said property bearing Sub Plot No. 01 admeasuring 1540 Sq.Mtrs., or thereabouts alongwith the additional F.S.I admeasuring 355 sq mtrs available in respect of internal roads on Sub Plot No. 01 is

more particularly described Firstly in the Fourth Schedule hereunder written. In addition to the aforesaid development agreement, M/s Jaycee Developers have also executed a letter of Authority dated 29.12.1998 in favour of Mr Anand P Bhagtani and Mr Hitesh A Bhagtani partners of M/s Forume Investments whereby M/s Jaycee Developers have granted in favour of M/s Fortune Investments all the similar powers which were granted in favour of the partners of M/s. Jaycee Developers by the owners for the purposes of development/construction of building/s on the said property.

The said M/s. Jaycee Developers have further by an agreement for development dated 17th June 1997, granted development rights to M/s. Fortune Investments for development in respect of one of the Sub-Plots bearing No.02 admeasuring about 1490 Sq.Mtrs. or thereabouts. M/s Fortune Investments has in addition to the aforesaid also been granted additional F.S.I admeasuring 343 sq mits in respect of the aforesaid Sub Plot No 02 by M/s Jaycee Detempts as the share of additional F.S.I available to M/s Fortune Investments on program distribution by M/s Jaycee Developers of the entire F.S.I of internal roads available in respect of the property described in the Third schedule. The said property bearing Sub Plot No. 02 admeasuring 1490 Sq.Mtrs., or thereabouts alongwith the additional F.S. admeasuring 343 sq mtrs available in respect of internal roads on Sub Plot No. 62 is more particularly described Secondly in the Fourth Schedule hereunder written. In addition to the aforesaid development agreement, M/s Jaycee Developers have also executed a letter of Authority dated 12.10.1998 in favour of Mr Anand P Bhagtani and Mr Hitesh A Bhagtani partners of M/s Fortune Investments whereby M/s Jaycee Developers have granted in favour of M/s Fortune Investments all the similar powers which were granted in favour of the partners of M/s. Jaycee Developers by the owners for the purposes of development/construction of building/s on the said property.

The said M/s. Jaycee Developers have further by an agreement for development dated 29th December 1998, granted development rights to M/s. Fortune Investments for development in respect of one of the Sub-Plots bearing No.03 admeasuring about 1800 Sq.Mtrs. or thereabouts. M/s Fortune Investments has in addition to the aforesaid also been granted additional F.S.I admeasuring 353 sq mtrs in respect of the aforesaid Sub Plot No 02 by M/s Jaycee Developers as the share of additional F.S.I available to M/s Fortune Investments on prorata distribution by M/s

Jaycee Developers of the entire F.S.I of internal roads available in respect of the property described in the Third schedule. The said property bearing Sub Plot No. 03 admeasuring 1800 Sq.Mtrs., or thereabouts alongwith the additional F.S.I admeasuring 353 sq mtrs available in respect of internal roads on Sub Plot No. 03 is more particularly described Thirdly in the Fourth Schedule hereunder written. In addition to the aforesaid development agreement, M/s Jaycee Developers have also executed a letter of Authority dated 29.12.1998 in favour of Mr Anand P Bhagtani and Mr Hitesh A Bhagtani partners of M/s Fortune Investments whereby M/s Jaycee Developers have granted in favour of M/s Fortune Investments all the similar powers which were granted in favour of the partners of M/s. Jaycee Developers by the owners for the purposes of development/construction of building/s on the said property.

The said M/s. Jaycee Developers have further by an agreement for development dated 21st July 1998, granted development rights to M/s. Fortune Investments for development in respect of one of the Sub-physine No.04 admeasuring about 2165 Sq.Mtrs. or thereabouts. M/s Fortune Investments, has in addition to the aforesaid also been granted additional F.S.I admeasuring 425 sq mtrs in respect of the aforesaid Sub Plot No 04 by M/s Jaygee Developers as the share of additional F.S.I available to M/s Fortune Investments of prorata distribution by M/s Jaycee Developers of the entire F.S.I of internal roads available in respect of the property described in the Third schedule. The said property bearing Sub Plot No. 04 admeasuring 2165 Sq.Mtrs., or thereabouts alongwith the additional F.S.I admeasuring 425 sq mtrs available in respect of internal roads on Sub Plot No. 04 is more particularly described Fourthly in the Fourth Schedule hereunder written. In addition to the aforesaid development agreement, M/s Jaycee Developers have also executed a letter of Authority dated 12.10.1998 in favour of Mr Anand P Bhagtani and Mr Hitesh A Bhagtani partners of M/s Fortune Investments whereby M/s Jaycee Developers have granted in favour of M/s Fortune Investments all the similar powers which were granted in favour of the partners of M/s. Jaycee Developers by the owners for the purposes of development/construction of building/s on the said property.

The said M/s. Jaycee Developers have further by an agreement for development dated 15th October 1997, granted development rights to M/s. Fortune Investments for development in respect of one of the Sub-Plots bearing No.05

admeasuring about 2225 Sq.Mtrs. or thereabouts. M/s Fortune Investments has in addition to the aforesaid also been granted additional F.S.I admeasuring 437 sq mtrs in respect of the aforesaid Sub Plot No 05 by M/s Jaycee Developers as the share of additional F.S.I available to M/s Fortune Investments on prorata distribution by M/s Jaycee Developers of the entire F.S.I of internal roads available in respect of the property described in the Third schedule. The said property bearing Sub Plot No. 05 admeasuring 2225 Sq.Mtrs., or thereabouts alongwith the additional F.S.I admeasuring 437 sq mtrs available in respect of internal roads on Sub Plot No. 05 is more particularly described Fifthly in the Fourth Schedule hereunder written. In addition to the aforesaid development agreement, M/s Jaycee Developers have also executed a letter of Authority dated 12.10.1998 in favour of Mr Anand P Bhagtani and Mr Hitesh A Bhagtani partners of M/s Fortune Investments whereby Ms acceed Developers have granted in favour of M/s Fortune Investments all the sixting power which were granted in favour of the partners of M/s. Jaycee Developers by the owners for the purposes of development/construction of building/southe said property.

I have also perused both the Agreements for developments dated 19th April 1993, I have also perused both the irrevocable powers of a context dated 28th June 1996 executed by the aforesaid owners in favour of the partners of acce Developers. I have also perused the aforesaid five agreements for Development dated 29.12.1998, 17.06.1997, 29.12.1998,21.07.1998 and 17.10.1998 executed between M/s Jaycee Developers and M/s Fortune Investments. In addition to the aforesaid, I have also perused five irrevocable letters of authority dated 29.12.1998, 12.10.1998, 29.12.1998 12.10.1998 and 12.10.1998 for the aforesaid five agreements for development and given by the said M/s. Jaycee Developers in favour of Shri. Anand. P. Bhagtani, and Shri Hitesh. A. Bhagatani partners of M/s Fortune Investments.

We have also perused the Agreement of Joint Venture dated 18th January 2005 executed between aforesaid M/s Fortune Investments and M/s Ayush Enterprises along with Annexures thereto being Annexures "I" to "IV". As per the said Agreement of Joint Venture, M/s Fortune Investments has appointed M/s Ayush Enterprises as developer to develop and complete the construction of the building PanchRitu for consideration and on the terms and conditions appearing therein. Under the aforesaid Agreement of Joint Venture, certain flats/ shops/ units more particularly

described in detail in Annexure III are allocated to M/s Fortune Investments in the said building PanchRitu and certain flats/ shops/ units more particularly described in detail in Annexure IV are allocated to M/s Ayush Enterprises. The said M/s Fortune Investments and M/s Ayush Enterprises have subsequently executed a Supplemental Agreement dated 29th January 2006, both the parties have made certain modifications in the respective allocation made in the aforesaid Annexures III and IV in the said building PanchRitu on the terms and conditions more particularly stated therein.

In the above mentioned circumstances, after perusing all the documents mentioned herein above, we are of the opinion that the M/s Fortune investments along with M/s Ayush Enterprises are entitled to develop and constant building's and structure/s called as PanchRitu on the aforesaid five sub plots of lands more particularly described in Firstly, Secondly, thirdly, fourthly and Fifthly in the fourth schedule hereunder written. Furthermore, in our view M/s Fortune Investments is entitled to sell, transfer and dispose off the Flats, shops, garages, stilts, car parking spaces and hoarding spaces in respect of the said building PanchRitu on the aforest five plots of lands more particularly described in Firstly, Secondly, thirdly, tourthly and Fifthly in the fourth schedule hereunder written, in accordance the plans sanction by the Municipal Corporation of Greater Mumbai and in accordance with the terms and conditions of the aforesaid five development agreements dated 29.12.1998. 17.06.1997, 29.12.1998, 21.07.1998 and 17.10.1998 respectively executed between M/s Jaycee Developers and M/s Fortune Investments and subject to the terms and conditions of the said Agreement of Joint Venture executed between aforesaid M/s Fortune Investments and M/s Ayush Enterprises referred to hereinabove.

THE FIRST SCHEDULE REFERRED TO ABOVE

Firstly:

ALL THAT piece of parcel of land or ground being a portion of Survey No.6 (pt.), old C.T.S. No.11(pt) and new C.T.S No. 11-B/11, 11-B/11/28 to 93, C.T.S 11-C (Part), C.T.S. No 11-H, 11-H/106, 11/122 to 11/190 in the village of Chandivali situated in the Registration District and Sub-District of Mumbai Suburban and containing by admeasurement 37,739 Sq.Mtrs. or thereabouts and shown on the plan

thereof annexed thereto by red coloured boundary line and known as Quarry No. 10-A and bounded as follows, that is to say:

On or toward the North

By Survey No.6 (part) of

Chandivali Viliage Quarry No.11 Run by m/s. Bharat Stone and

Metal supply co.:

On or towards the South

By Survey No.6 (part) of

Chandivali Village:

On or towards the East

By boundary of Vill

On or towards the West

By 40 ft. road.

Secondity

All That piece or parcel of land or ground being a portion of Survey No.6 (pt), old C.T.S. No.11 (pt) and new C.T.S No. 11-B/11, 11-B/11/2003, C.T.S 11-C (Part) C.T.S. No 11-H, 11-H/106, 11/122 to 11/190 in the Village the Registration District and Sub-district of Mumbai Suburban and containing by admeasurement 26,217.56 Sq.Mtrs. or thereabout and shown on the plan thereof annexed hereto by red coloured boundary line and known as Quarry No.11 and bounded as follows, that is to say:

On or towards the North

By Survey No.6 Chandivali Village

On or towards the South On or towards the East

By Survey No.6 Chandivali Village By boundary of Village Powai &

On or towards the West

By survey No.6 Chandivali Village

THE SECOND SCHEDULE REFERRED TO ABOVE

(The areas occupied by the slums pockets)

Firstly: The slum pocket of M/s. Gulati constructionCorporation.

All That piece of parcel of land or ground admeasuring about 8,094.562 Sq.Mtrs. or thereabouts bearing Survey No.6 (pt) old C.T.S. No.11 (pt) and 11/105, 106 and 11/122 to 190 and new C.T.S No. 11-B/11, 11-B/11/28 to 93, C.T.S 11-C (Part), C.T.S. No 11-H, 11-H/106, 11/122 to 11/190 of Village of Chandivali, Taluka Kurla in Mumbai Suburban District, more particularly known as part of quarry No.10-A and bounded as follows, that is to say.

On or towards the West

By open space of C.T.S. No.11 (part)

On or towards the East

By open land of C.T.Sl-No.11 (pt) Forming part of holding of Gulati

Construction Corporation, which is

Outside the slum:

On or towards the South

By open Space of C.T.S.No.11 (pt)

Forming part of holding of Gulati Construction Corporation, which is

Outside the slum:

Secondly: Slum pocket of Bharat Stone & Metal Supply Co.

All that piece of parcel of land or ground admeasuring should 116.25. Sq.Mtrs. or thereabouts bearing Survey No.6 (pt) and old C.T.S.No.11 (pt) and 11/28 to 104 and new C.T.S No. 11-B/11, 11-B/11/28 to 93, C.T.S.11-C (Part), C.T.S. No. 11-H, 11-H/106, 11/122 to 11/190 of Village of Chandivall, Taluka Kurla in Mumbai Suburban District, more particularly known as part of quarry No.,11 and bounded as follows, that is to say:

On or towards the West

By part of C.T.S. No.11 (part)

On or towards the East

By open space of C.T.S. No.11 (pt)

Forming part of holding of Bharat

Stone & Metal Supply Co., Which is outside the slum

On or toward the North

By part of C.T.S. No.11 (pt)

Forming part of holding of Bharat

Stone & Metal Supply Co.,

On or towards the South

By open Space of C.T.S. No.11 (pt)

Forming part of holding of Gulati Construction Corporation.

THE THIRD SCHEDULE REFFERED TO ABOVE

All That piece of parcel of land or ground admeasuring about 48,745.5 Sq.Mtrs. or thereabouts (excepting the slum pockets in the former holding of M/s. Bharat Stone & Metal Supply Co., and M/s. Gulati Construction Corporation) more particularly described as sub plot nos 1 to 22 inclusive of the plot provided for amenities open space and forming part of internal roads and internal accesses to the various plots in private layout which are bounded as under:

On or towards the North

By the land bearing C.T.S No.10

Belonging to Shri Prashant Sharma & ors.

On or towards the East On or towards the South By Village boundaries of Kopri and Powai By existing road and part of C.T.S. No.11

Of Chandivali Village

On or towards the West

By slum pocket in the former holding of Bharat Stone & Metal Supply Co.

THE FOURTH SCHEDULE REFEERED TO ABOVE

(Sub-Plot No. 01)

Firstly:

All that piece or parcel of land or ground admeasuring about 1540 Sq,Mtrs. or thereabouts bearing Sub Plot No 01 alongwith additional F.S.I of internal roads admeasuring 355 sq mtrs available in respect of Sub Plot No 01 on prorata distribution and situated at Plot bearing S.No 6(pt) and new C.T.S No. 11-B/11, 11-B/11/28 to 93, C.T.S 11-C (Part), C.T.S. No 11-H, 11-H/106, 11/122 to 11/120 to 1

THE FOURTH SCHEDULE REFFERED TO Sub-Plot No. 02)

Secondly:

All that piece or parcel of land or ground admeasuring about 1490 Sq, Mtrs. or thereabouts bearing Sub Plot No 02 alongwith additional F.S.I of internal roads admeasuring 343 sq mtrs available in respect of Sub Plot No 02 on prorata distribution and situated at Plot bearing S.No 6(pt) and new C.T.S No. 11-B/11, 11-B/11/28 to 93, C.T.S 11-C (Part), C.T.S. No 11-H, 11-H/106, 11/122 to 11/190 of Village Chandivali, Taluka Kurla in Mumbai Suburban District.

THE FOURTH SCHEDULE REFFERED TO ABOVE (Sub-Plot No. 03)

Thirdly:

All that piece or parcel of land or ground admeasuring about 1800 Sq,Mtrs. or thereabouts bearing Sub Plot No 03 alongwith additional F.S.I of internal roads admeasuring 353 sq mtrs available in respect of Sub Plot No 03 on prorata distribution and situated at Plot bearing S.No 6(pt) and new C.T.S No. 11-B/11, 11-B/11/28 to 93, C.T.S 11-C (Part), C.T.S. No 11-H, 11-H/106, 11/122 to 11/190 of Village Chandivali, Taluka Kurla in Mumbai Suburban District.

THE FOURTH SCHEDULE REFFERED TO ABOVE

3040 M

(Sub-Plot No. 04)

Fourthly:

All that piece or parcel of land or ground admeasuring about 2165 Sq,Mtrs. or the eabouts bearing Sub Plot No 04 alongwith additional F.S.I of internal roads admeasuring 425 sq mtrs available in respect of Sub Plot No 04 on prorata distribution and situated at Plot bearing S.No 6(pt) and new C.T.S No. 11-B/11, 11-B/11/28 to 93, C.T.S 11-C (Part), C.T.S. No 11-H, 11-H/106, 11/122 to 11/190 of Village Chandivali, Taluka Kurla in Mumbai Suburban District.

THE FOURTH SCHEDULE REFFERED TO ABOVE (Sub-Plot No. 05)

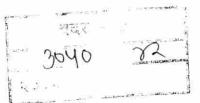
Fifthly:

All that piece or parcel of land or ground admeasuring about 2225 Sq,Mtrs. or thereabouts bearing Sub Plot No 05 alongwith additional F.S. of internal roads admeasuring 437 sq mtrs available in respect of Sub Plot No 05 on prorata distribution and situated at Plot bearing S.No 6(pt) and new C.T.S No. 11-B/11, 11-B/11/28 to 93, C.T.S 11-C (Part), C.T.S. No 11-H, 11-H/106, 11/122 to 11/190 of Village Chandivali, Taluka Kurla in Mumbai Suburban District.

Yours faithfully, For RMG Law Associates

Partner

ANNEXURE "C"



Description of Common Areas:

Common Passages and lobbies

Water tanks and pump rooms

Compounds open area, lifts, staircases, lobbies and landings

Internal access roads and other areas,

Description of Restricted Common Areas: (unless specifically allotted or rights granted)

Overhead terraces along with its external peripheral walls, blank walls and other walls

Pocket Terraces

Parapet and other external peripheral walls, blank walls and walls

Recreation areas and Childrens Park

Gardens

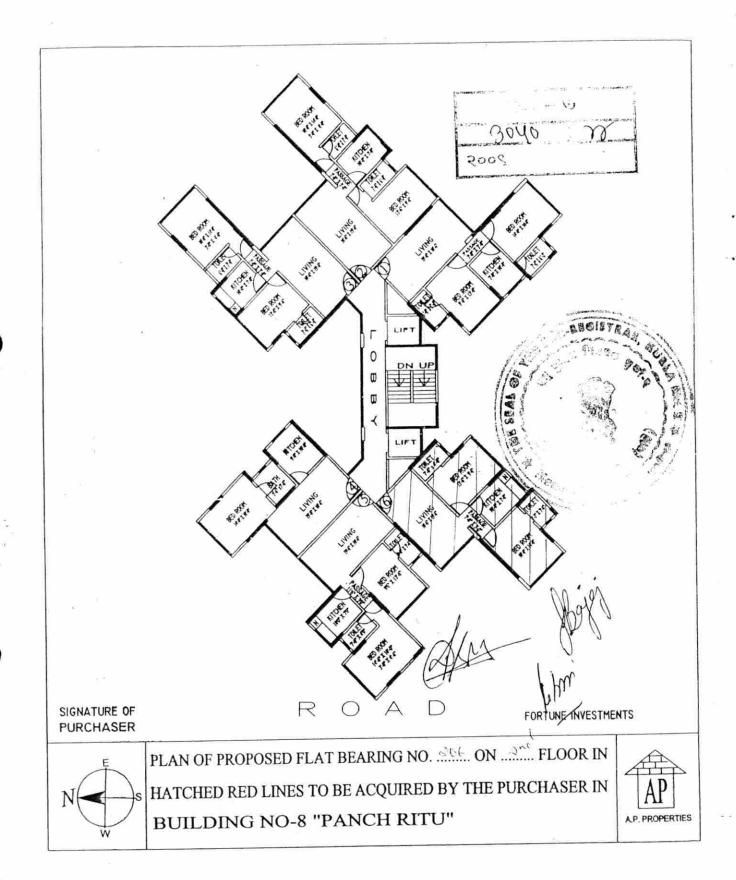
Stilt/Open Car Parking Spaces and Garages.

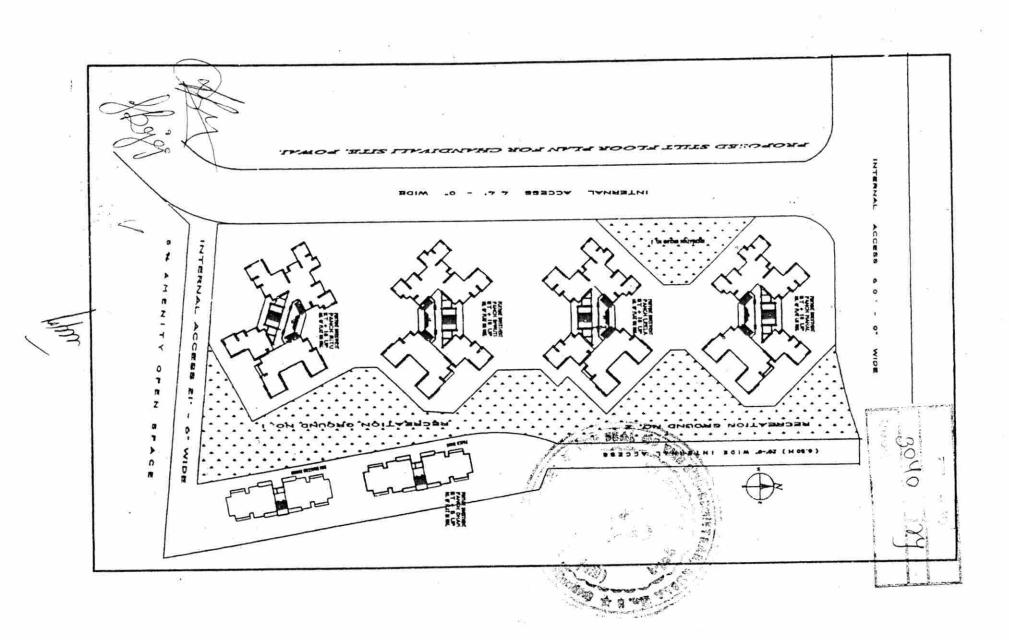
ANNEXURE "D"

3040

3

- 1. The expenses of maintaining, repairing, redecorating etc. of the mainstructure and particularly the roof gutter and rain water pipes of the
 building, water pipes and electric wires under or open, the building,
 maintenance and upkeep of the access road and enjoyed or used oy the
 PURCHASERS in common with other occupiers of the other flats/shops
 and the main entrances, passages, landings and staircases of the buildings
 as enjoyed by the flat purchasers or vised by him/her/them in common as
 aforesaid and boundary walls of building, compounds, terraces etc.
- The costs of cleaning and lighting the passages' landings, staircases and other parts of the buildings as enjoyed or used by the flat PURCHASTERS in common as aforesaid.
- The cost of decorating the exterior of the building.
- The cost of the salaries of the clerks, bill collectors, chowkidars, sweepers, mall and manager etc.
- 5. The cost of working and maintenance of other services, roads etc.
- Municipal tax, N.A. Assessment and other taxes.
- Insurance charges of the building, if insured.
- 8. BMC water charges/water Tankers charges in case of acute shortage.
- Cost of water meters and/or electric meter and/or any deposit for water or electricity.
- 10. Such other expenses as are necessary or incident for the maintenance and upkeep of the building and amenities in the compound like recreation grounds its access (lift if installed not otherwise etc.)





VALID UPTO

E-3 OCT 2005

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MUNICIAPAL CORPORATION OF GREATER AND MINICIAPAL

FORM "A"

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966 No. CE/ 3706 BPES/AL

COMMENCEMENT CERTIFICA

1. P. Blagtani RUP. Pladani C A. TOOWNEL smirJ.1.sheth fothers

Sir,

With reference to your application No. for Development Permission and grant of Commencement Certif and 69 of the Maharashtra Regional & Town Planning Act. 1966, to carry-out development and building permission under section 346 of the Mumbai Municipal Corporation Act, 1888 to erect a building in Building No. - 08 on plot No. C.T.S.No 1-B/1-B/1-1/25-23 Divn/Village/Town Planning Scheme No. Chandivali
situated at Road/Street—Ward—Ward—Ward—

the Commencement Certificate/Building permit is granted on the following conditions:-The land vacated in consequence of the endorsement of the set back line/road widening line shall form part of the public street.

That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupation permission has been granted.

The commencement certificate/development permission shall remain valid for one 3. year commencing from the date of its issue.

This permission does not entitle you to develop land which does not vest in you

This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not be any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act. 1966.

This certificate is liable to be revoked by the Municipal Commissioner for Greater

The Development work in respect of which permission is granted under Mumbai if: (a) this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.

Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with

Gen - 115/410

The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an even shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966. The conditions of this certificate shall be binding not only on the applicant but on his hairs, executors, assignces, administrators and successors and every

The Municipal Commissioner has appointed Shri-P. N. Walve

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

The C.C. is valid upto---

1. c. c. up to plinth level

For and on behalf of Local Authority's The Municipal Corporation of Greater Munibal

Execusive Ingineer. Building Cope

(Eastern Suburbs)

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Eastern Suburas MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

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full cc as per approved amended plans dt 3/10/2006

Executive Engineer Building Proposal

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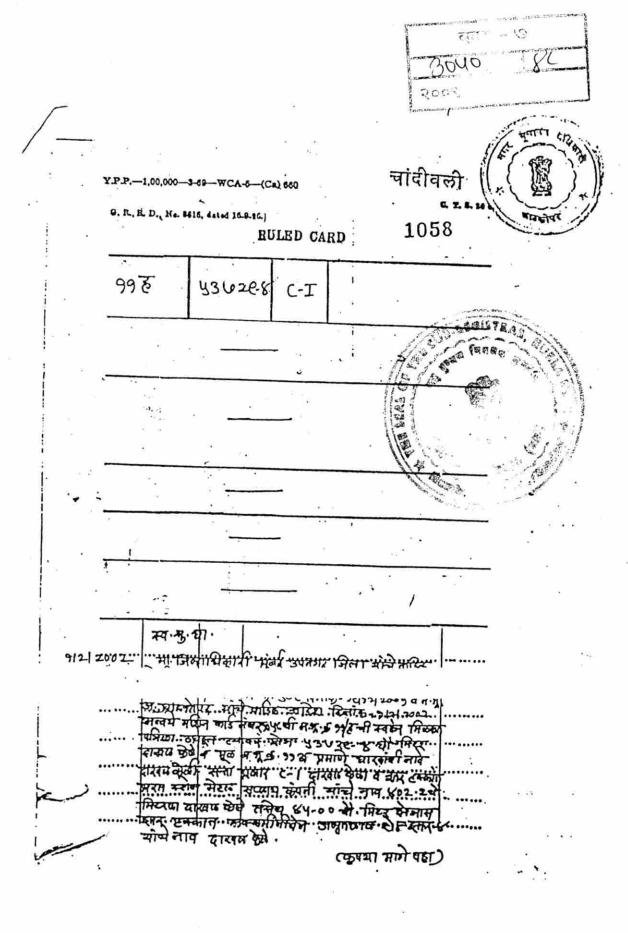
Full c-c. as per approved amended plans dated 1/8/2007

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Executivo Engineer Building Proposed (Eastern Suburbs.)

full c.c. as per approved amended plans dated 10.11-2008.

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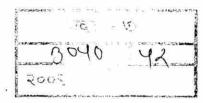


NOW KNOW YE ALL MEN AND THESE presents witnesses that the company acting through its partner Mr. HITESH A BHACTANI do hereby constitute and appoint Mr. BHAUWAN NANDWANI age 49 residing at A/10, Hiramani Society, Dagabhai Cross Road No 2, Andheri (west), Mumbai 400 058 either jointly or severally to be our true and lawful attorney of the said company with the right power and authority to act in the name of the company and to do the following act, deed, matter and things hereinafter mentioned:

company's project.

68193

STAMP DUTY MAHARASHI



2 2 :

Lo lodge for registration the undertaking the declarations and any other documents signed by us in connection with our projects agreement for sale of flats in our various projects entered into by the company with its purchasers as of the flat that may be required from time to time before the Sub-Registrar of Assurances concerned and to admit execution thereof

2 c. And to do any other act decision tangs that may be necessary to complete the registration of the same and not records as an applicate mande in where behalf of the company

And when it has been Jan- registered and returne to him to give proper receipt and discharge for the same

GENERALLY TO DO AND PERFORM ail act, deed, matters and thirties necessary and convenient for all or any of the purpose aforesaid and localitying full effect to the authorities herein above contained as fully and effectually as we could in or persons do

This Power Of Attorney shall be valid for a period of three years from the execution of these presents.

Date of exercision 37/1/08

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aund Floor, Panchratna Building.

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pepheri (W), Mumbai :- 400 061

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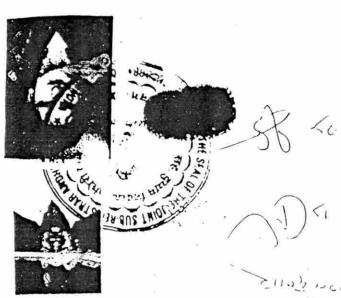
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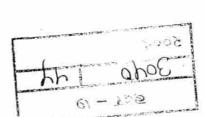
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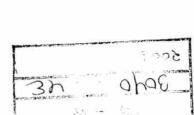
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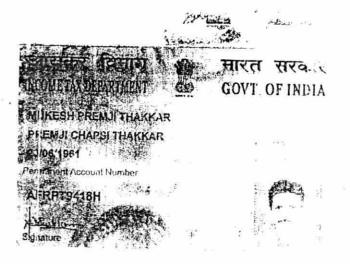
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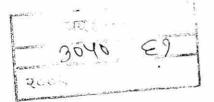
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