MUNICIPAL CORPORATION OF GREATER MUMBAI 75 MAR 2001 CE/4352/BPES/AT

To: Mis. Rishi Arch, 226/227, Annapurna, Sector 18, Vashi, MUMBAI - 400 705.

> Full occupation to building comprising of wing 'A Gr. + 14 floors, wing 'B' stilt + 7 upper floors situated on C.T.S.No.1320/A/2/1 of village Mulund (E), MHADA layout plot, R.D.P. 1.

Sir,

The full development work of building comprising of wing 'A' Gr. + 14 upper floors and wing 'B' stilt + 7 upper floors on plot situated at village Mulund (E), MHADA layout, RDP-1, C.T.S. No.1320/A/2/1, completed under the supervision of Shri Nilesh Gala, Licensed Surveyor, Licence No.G/200/LS, may be occupied on the following conditions:-

That the certificate under Sec.270-A of the Mumbai Municipal Corporation Act shall be submitted within 3 months.

That the remaining terms & conditions of layout shall be complied with before B.C.C.

That the land adm.82.80 sq.mts allotted by MHADA shall be developed as R.G. and

F.S.I. of the same shall not be claimed at any time in future.

That the underground water tank (suction tank) constructed in the front open space shall be shifted as and when demanded and will be brought to the notice of all the members/owners of the society/building.

A set of certified completion plans is returned herewith.

Note: This permission is issued without prejudice to actions under Sec.305, 353-A of Mumbai Municipal Corporation Act.

Yours faithfully,

-50 Executive Engineer (Bldg.Proposals)Eastern Suburbs

AC/

15 MAR 2001

Copy forwarded for information to owner M/s. Mulund Mukti C.H.S. Ltd.

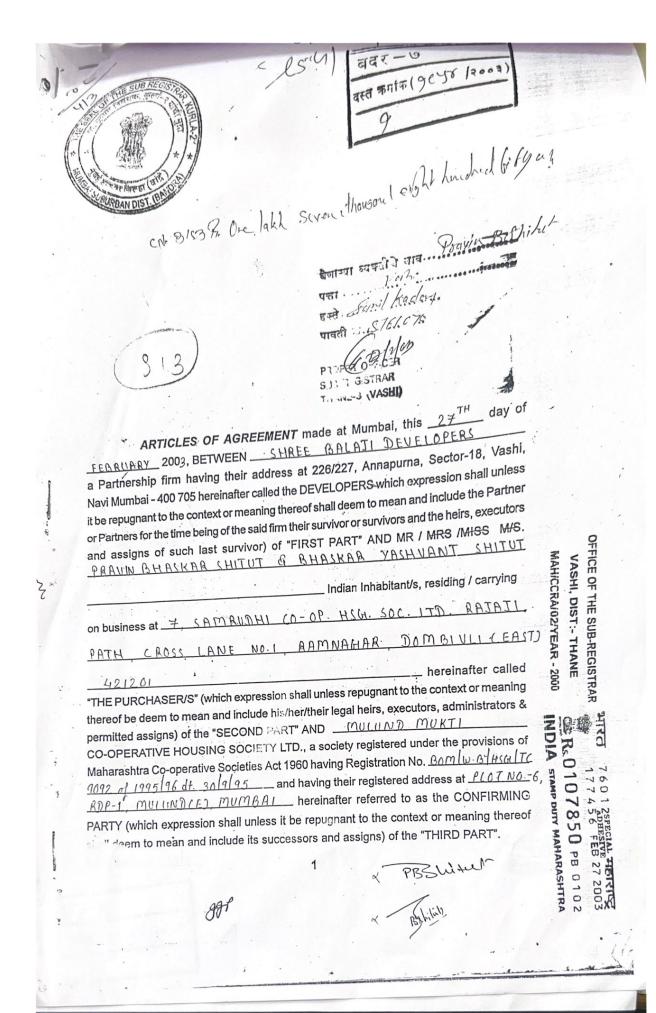
(Bldg.Proposals)(Eastern Siburbs)

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KEEP OUR SOCIETY CLEAN

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WHEREAS the confirming party herein then having formed a Proposed Co-operative Housing Society under the name and style of _______ Co-op. Housing Society had applied to the Maharashtra Housing and area Development Authority (hereinafter AND WHEREAS by and under Letter of Allotment Dated: 26 7 1994 MAHARASHTRA HOUSING AREA AND DEVELOPMENT AUTHORITY (hereinafter referred to as "MHADA") allotted to the Confirming Party herein (then known as ______MUKTI Hsg. Socy. and further then being a proposed society) by draw of lots allotted Plot No. 6, RDP-1, admeasuring 1768.56 sq. mtrs. at MULUND(E) Bombay on the terms and conditions contained therein. HAVING C.T.S. NO. 1320 A/2 AND WHEREAS the Confirming Party being unable to make the further payments to the said MHADA and lack of construction expertise and skill and difficulties, the confirming Party on its own was unable to develop the said Plot or construct building thereon and therefore the Confirming Party called a meeting of the Promoter Members on 13 APRIL - 1994 and in the said meeting requested the Developers to make the further payments to the MHADA as mutually decided and appointed the Developers herein to develop the plot of land allotted to the Confirming Party and to assist the Confirming party in all respects for development of the Plot allotted to society. AND WHEREAS pursuant to the said meeting of the Developers, the confirming Party herein (therein referred to as TUKTI Co-operative Housing Society (proposed) entered into a Memorandum of Understanding Dated :20[4] 94 appointing the Developers herein to develop the plot of land alloted to the Confirming party. AND WHEREAS the Confirming party with the assistance and guidance of the Developers formed and registered themselves into the co-operative Housing Society under the name and style of MULUND - MUKTI Co-operative Housing Society Ltd. AND WHEREAS after the registration of the society, the said MHADA entered into an Indenture of Lease Date: 17 5 96 granting and demising by way of lease unto the confirming Party for a period of 90 years all that the said Plot No. 6 RDP-1 admeasuring _sq.mtrs, situate at Mumbai within the limits of Municipal Corporation of Greater Bombay within the Registration District and Sub District Mumbai City and Suburbs and more particularly described in the Schedule hereunder written on the terms and conditions contained in the said Lease Agreement. AND WHEREAS the said SHREE BALATI DEVELOPERS and instance of the Confirming Party, gave a draft of Development Agreement terms and conditions of the Agreement. AND WHEREAS the said draft of the Development/Construction Agreement was circula to the members of the Confirming party and after discussion, the said draftlor has been passed unanimously in the Special General Body Meeting of the Confirming Party held on 14 8 96 201

AND WHEREAS based on the above draft an Agreement dated : 2018 96 for Development rights has been entered into by and between the said MULIND MUKT I

CO-OPERATIVE HOUSING SOCIETY LTD., and the said SHREE BALATI

DEVELOPERS—the Developers herein.

AND WHEREAS pursuant to the Development Agreement Dated: 20 8 96 the Developers herein have been granted the Development rights of the said Plot No. 6. 80 P - 1 admeasuring 1768-56 sq.mtrs. situates at MULUND (E) Mumbai and for the erection of the building on the said plot as may be required by law for the time being in force and on the terms and conditions mentioned therein.

AND WHEREAS by virtues of the said Agreement for the Development dated: 20 96 the Developers have rights to develop the said plot of land construct the buildings on it as well as right to alienate, sell and/or dispose of the flats/shops and other units in the proposed building/s on ownership basis and to enter into Agreement/s with the Purchaser/s of the said flats/shops and other units, therein and to receive the sale price in respect thereof and appropriate the same.

AND WHEREAS the Developers have entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects, whereas the Developers have appointed a structural Engineer for the preparation of the structural design and drawing of the buildings and the Developers accept the professional supervisions of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS as a result of the resignation of the members of the said society, the Developers alone have the sole and exclusive right to sell the flats/Shops in the said building/s to be constructed by the Developers on the said property and to said property and to said agreement/s with the Purchaser/s and to receive the sale price in respect the said society, the

AND WHEREAS the Purchaser demanded from the Developers and the developers has given inspection to the Purchaser of all the documents of title relating to the properties also the plans, designs and specifications prepared by the Developers Architect and such other documents as are specified under the Maharashtra Ownership (Regulation of the Promotion of Construction, sale Management and Transfer) (hereinafter referred to as "the said Act") and the rules made thereunder.

AND WHEREAS the Purchaser has also taken inspection of all the documents of title as well as plans, designs and specifications sanctioned by the Competent Authority and other Authorities and of such other documents as are specified under the said Act and the rules made thereunder.

AND WHEREAS the Copies of Certificate of Title issued by the Attorney-at-law or Advocate of the Developers, copies of the said Agreements showing the nature of title of the

बदर - ७ वस्त कमांक (१९५४ /२००३)

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Developers to the said property on which the buildings are constructed or are to be constructed and the copies of the plans and specifications of the flats/shops agreed to be purchased by the Purchaser approved by the concerned local authority have been inspected by the Purchaser.

AND WHEREAS the Purchaser has become fully satisfied about the title of the Developers to the said property and the Purchaser shall not be entitled to the further investigation of the title of the Developers or to raise any requisition or to raise any objection with regards to any other matter relating thereof.

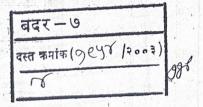
AND WHEREAS the said Developers with the intent to develop the said property by constructing building/s thereto have got the plans sanctioned from the Brihan Mumbal Municipal Corporation and Commencement Certificate bearing No. CE 4350 BPES has been issued by the said authority on 141198 in respect of the said property more particularly described in the Schedule hereunder written.

AND WHEREAS while sanctioning the said plan concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said property and the said building/s and upon the due observation and performance of which operations are completion and occupation certificate in respect of the said building/s shall be graphed by the concerned local authority.

AND WHEREAS the Developers have accordingly commenced construction of the sal building/s in accordance with the said plans.

AND WHEREAS as per the scheme envisaged by the Developers.

- (a) The Developers propose to develop the said property to be known as
- (b) The Developers shall be entitled to the development of the said entire property more particularly described in the Schedule hereunder written in any manner the Developers deem fit and proper and the Developers are entitled to develop the same by constructing the additional building / buildings on the said property and/or making additions in the said building/s or by constructing additional floors/structures so as to avail of the full F.S.I. permissible at present or in future for the said property including by way of consuming the F.S.I. availiable by way of T.D.R. The F.S.I./T.D.R. of any nature whatsoever available as provided herein shall always be the property of the Developers who shall be at liberty to consume, use, dispose of or deal with the same in any manner the Developers deem fit and proper.
- (c) The Developers shall be entitled to consume the entire F.S.I. available in respect of the said property and/or additional F.S.I. or T.D.R. of any other property available in any manner whatsoever as provided for in this Agreement.



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AND WHEREAS the Purchaser applied to the Developers for allotment to the Purchaser Flat/Shep No. Al40> on FOURTH floor in the building to be constructed on the said property of the society known as MULUND MUKTI

CO-OPERATIVE HOUSING SOCIETY LTD.

AND WHEREAS the Developers have agreed to sell to the Purchaser a flat/Shop at the price and on the terms and conditions hereinafter appearing.

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

1. The Developers shall under normal conditions construct a building known as POUKT on the said property more particularly described in the schedule hereunder written in accordance with the plans, designs, specifications approved and/or to be approved by the competent authority from time to time which have been seen and approved by the Purchaser and the Purchaser has also agreed that the Developers may make only such variations and modifications therein as the Developers may consider necessary or as may be required by the concerned Corporation/local authority/Government.

As per the scheme envisaged by the Developers:

- (a) The Developers propose to develop the said property to be known as __MUKTI in phased manner.
- (c) The Developers shall be entitled to consume the entire F.S.I. available in respect of the said property and/or additional F.S.I. or T.D.R. of any other property available in any manner whatsoever as provided for in this Agreement.

The Purchaser hereby agrees that the premises shall not be used for the purposes of Hotel, Restaurant, Permit-Room, Beer Bar, Fast Food Shop, Social Club, Game Shop, Entertainment shop or any other such activity.

The aforesaid conditions are of the essence of the contract and only upon the Purchaser/s having agreed to the same the Developers have agreed to sell the said Flat/Shap No. 4/2/22 to the Purchaser.

बंदर – 19 इस्त क्रमांक (१८५४ (२००३)

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Rs.	Pinafter referred to as the said premises) for a total price of 140000 F(Rupees FOURTEEN LAC Only)	
pass pass pay Rupo	super built-up area is inclusive of the area of lofts, common premises, terraces, ages lifts and recessed spaces below window sills balconies, staircase, common ages, and any other area used as amenity etc. The Purchaser hereby agrees to the Developers the said amount of purchase price of Rs. 1400000/-ees_FOURTEEN_LAC	
in the	e following manner:	
a)	Rs. 50000 /- payable as earnest money or deposit on or before the	
ai)	execution of these presents. Rs. 1350000/- on or before 25/03/03.	
b)	Rs	
c)	Rs	STRAS
d)	Rs/- to be paid on commencement of work of 181 9ab	P CETAL
e)	Rs/- to be paid on commencement of work of 2nd slab)*
f)	Rs/- to be paid on commencement of work of brd slab	10/
g)	Rs	TEN
f)	Rs	
h)	Rs/- to be paid on commencement of work of 6th slab	
i)	Rs/- to be paid on commencement of work of7th slab	
k)	Rs/- to be paid on commencement of work of 8th slab	
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In case, if due to force measure or if there is any increase/rise in the price of steel. cement and other building materials before the completion of the building, the Developers shall be entitled to receive escalation/increase in the price of flat. This amount of escalation shall be paid by the Purchaser to the Developers within seven days of the demand made by the Developers.

The above purchase price does not include the following charges.

- i Stamp Duty, Registration and other charges payable to the concerns
- ii. Water connection charges and electricity connection charges.
- iii. Electric cable laying charges.
- iv. Land and Development building charges.
- v. Legal charges for documentation.
- vi. Transfer fees.
- vii. Lease rent payable to MHADA.
- viii. Property Tax payable to BMC.
- ix. Any other taxes, cesses that shall be levied or become leviable by MHADA/BMMC or any Government authorities and also such other charges, escalations imposed by MHADA or any other Government Authorities.

The Purchaser shall pay the amounts as aforesaid on the due date without fail and without any delay or default or demur as time in respect of the said payments is of the essence of the Agreement.

4. The specifications, materials, fixtures, fittings and all such other amenities shall be as per the list set out in the Second Schedule hereunder written and Purchaser/s has/have satisfied himself/herself/ themselves about the same as also about the design of the building.

वदर - ७ स्त क्रमांक (१९५४ (२००३)

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- 6. The Purchaser/s has/have verified and has/have accepted that the Super Covered area i.e. <u>..841</u> Sq.ft. carpet area plus proportionate share in common passages, staircase, walls, lift well, terrace area and recessed space below window cills Flat/shop works out to <u>.1010</u> Sq. ft. i.e. 93.87 m²
- 7. The premises under purchase include the right to use common areas and facilities available in the building and also the Purchaser's undivided interest in the restricted common area, and facilities for the use of the said premises.
- The Developers hereby agree to observe, perform and comply the terms conditions, stipulations and restrictions, if any which may have been imposed both concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said premises to the Purchaser librain from the concerned local authority occupation and/or completion certificate in respect of the said premises.
- 9. The Purchaser agrees to pay to the Developers at thirty percent per annum on all the amounts (inclusive of outgoings and other charges) which become due and payable by the Purchaser to the Developers under the terms of this agreement from the date the said amount is payable by the Purchaser to the Developers.
- 10. On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Developers under this Agreement (including his/her proportionate share of takes levied by concerned local authority and other outgoings) and on the Purchaser committing breach of any of the terms and conditions herein contained, the Developers shall be entitled at their own option to terminate this agreement.

Provided always that the power of termination herein before contained shall not be exercised by the Developers unless and until the Developers shall have given to the Purchaser fifteen days prior notice in writing of their intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and/or default shall have been made by the Purchaser in remedying such breach or breaches, within the period of fifteen days after the giving of such notice.

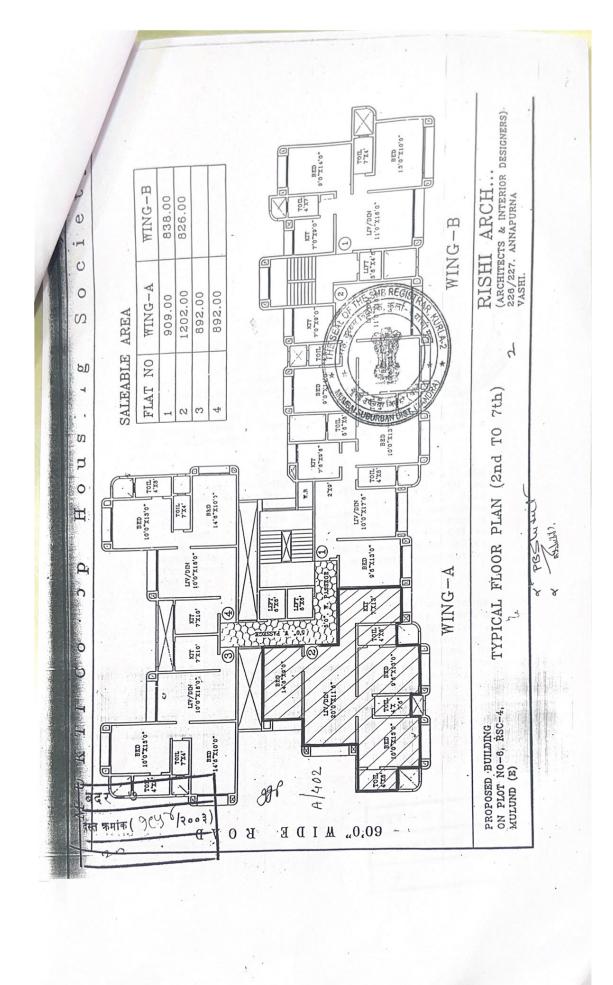
Provided further that upon termination of this Agreement as aforesaid, the Developers shall refund to the Purchaser the installments of sale price of the Flat etc. which may till then have been paid by the Purchaser to the Developers after

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ALVOCATE & CONSULTANTS

Chambers:
225, Shiv Centre,
2nd Floor, Sector 17,
Vashi, Navi-Mumbai-4C 703,
Chambers: 768 30 56
Residence: 591 78 82

Date

Ref No.

TITLE CERTIFICATE.

From the Documnets viz: (i). Agreement to lease dated: 17.5.1996 between MAHAR SHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY and MULLING TUKTY CO-OPERATIVE HOUSING SOCIETY LTD., & SHREET CO-OPERATIVE

That the Maharashtra Housing Area and Development Authority, (hereinafter referred to as "MHADA") is a statutory Corporation duly constituted under the Maharashtra Housing and Area Development Act 1976 (Mah. XXVIII of 1977) having its registered office at Bandra (E), Mumbai 400 051 is an authority constituted by the Government to allot plots, amongst others to the Housing Co.operative Societies.

That by and under Indenture of lease dated 17.5.1996, the immoveable property bearing of PLot No. 6, RDP -1, of Survey No. 386 (pt), admeasuring 1768.56 sq. meters situate, lying and being at Mulund (E), Bombay within the limits of Municipal Corporation of Greater Bombay within the Registration District Sub District of Mumbai City and suburbs is allotted by MHADA on lease basis for 90 years in favour of MULUND MUKTI CO-OPERATIVE HOUSING SOCIETY LTD., (hereinafter referred to as the OWNERS) on the terms and conditions contained in the said Lease Deed.

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..2/-

K. Jagiasi & Co. DVOCATE & CONSULTANTS



Chambers: 225, Shiv Centre, 2nd Floor, Sector 17. Vashi, Navi-Mumbai-400 703 Chambers: 768 30 56 Residence: 591 78 S2

Date

Ref No.

That the plans for construction of the Building/s on the said property have been approved by Municipal Corporation of Greater Bombay under No. C/E/4352/BPES/A/T dated 1st April 1998.

By virtue of the plot having been allotted by MHADA and further by virtue of the said MULUND MUKTI HOUSING CONTINUES. MUKTI HOUSING SOCIETY LTD., being in possession of the said plot, the said Housing Society has a clear and marketable title and the said plot is without any encumberances.

The aforesaid Owners MULUND MUKTI CO-OPERATIVE HOUSING SOCITY LTD., have granted Assignment/Development rights in favour of SHREE BALAJI DEVELOPERS permitting the said Developers to develop the said plot and to construct the flats for their members thereon in accordance with the plans sanctioned by the Municipal Commissioner for Greater Mumbai in accordance with the terms and conditions of the said Indenture to lease.

On the basis of the above and on the basis of Documents placed before me, I hereby certify that Shree Balaji Developers are entitled to develop the said property and that the title of the said property is clear, marketable and free from all encumberances and reasonable doubts.

Dated this 5th day of August 1998.

any GLK. JAGIASI Advocate.

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दस्त क्रमांक (1954/2003) 2८/3 (

पावती क्र.:1967 दिनांक:05/03/2003 पावतीचे वर्णन नांव: प्रविण मास्कर शितूत

18590 :नोंदणी फी

760 :नक्कल (अ. 11(1)), पृष्टांकनाची

नक्कल (आ. 11(2)),

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

एकत्रित फ़ी

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दु. निबंधकाची सही, कुर्ला 2 (विक्रोळी)

्र_{वर्ष क.} [बदर7-1954-2003] चा गोषवारा वर्ष क. [बदर7-1954-2003] चा गोषवारा भरलेले मुद्रांक शुल्क : 107850

दस्त हजर केल्याचा दिनांक :05/03/2003 04:25 PM

दस्त हजर परवाका : 27/02/2003

तस्यादनाया प गाम सही: PBS W भार

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 05/03/2003 04:25 PM शिक्का क्र. 2 ची वेळ : (फ़ी) 05/03/2003 04:29 PM शिक्का क्र. 3 ची वेळ : (कबुली) 05/03/2003 04:30 PM शिक्का क्र. 4 ची वेळ : (ओळख) 05/03/2003 04:31 PM

दस्त नोंद केल्याचा दिनांक: 05/03/2003 04:31 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळ्खतात,

व त्यांची ओळख पटवितात.

1) राजेश- संपत ,घर/फ़लॅट नं: 16

गल्ली/रस्ताः -

ईमारतीचे नावः यशोदा निवास

ईमारत नं: -

पेट/वसाहेत: -

शहर/गाव:घाटकोपर पूर्व

तालुकाः कुर्ला

पिन: 77 2) अरुण- सांगुर्डेकर ,घर/फ़लॅट नं: 10/2

गल्बी/रस्ताः -

ईमारतीचे नावः पी एम जी पी कॉलनी

ईमारत नं: -

पेठ/वसाहतः -

शहर/गाव:मुलुंड पूर्व

तालुकाः कुर्ला

पिन: 81

दु. निबंधकाची सही कुर्ला 2 (विक्रोळी) प्रसाणित करणेत येते की, या दस्ता करणे

खह. हुय्यस्यविवंधक, कुर्ला-२ सुंबध्व उपवगर जिल्हा.

GIGK 6/9 ey 8/2003

हुस्तक कर्माक १ क्रमांक

षोंदला ५/3/ १

बह. हुध्यम विवंचक, कुछी-कु सुंबई छवनगर जिल्हा.

