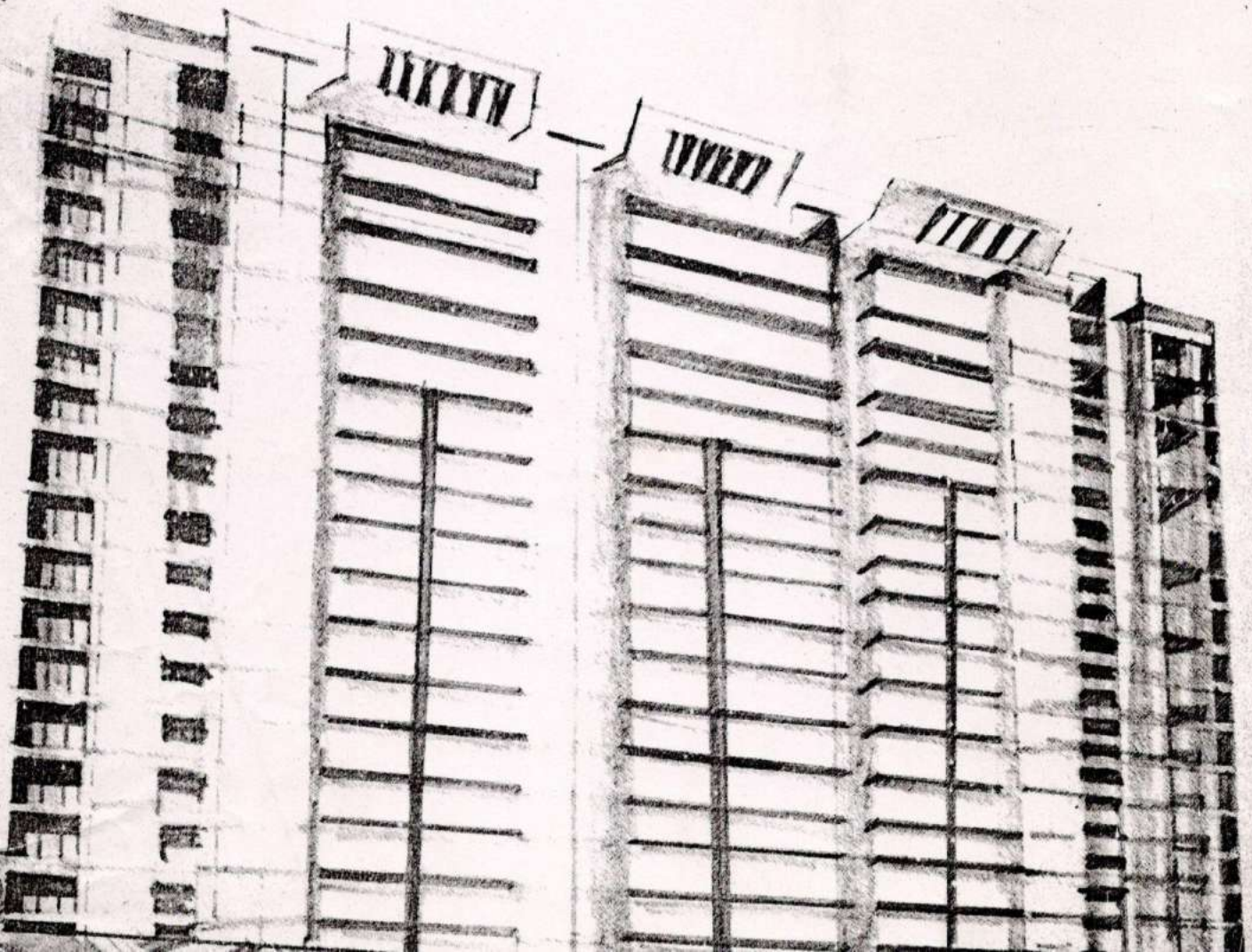


# AGREEMENT FOR SALE

Shri/Smt./Ms.: Devang Shah

Flat/Shop No.: 1104 Floor: 11<sup>th</sup> Wing: F

Sumukh Hills





No. 1627/2014

103, Sumukh Darshan, Near Swami Vivekanand International School,  
S. V. Road, Kandivali (W), Mumbai - 67. Telefax: +91-22-28013354  
Date: 11/12/2014

RECEIVED WITH THANKS FROM Mr. Devang Shah.

Address \_\_\_\_\_

The sum of Rupees Sixty Five thousand only.

By Cheque No. 163139 Date 21/11/2014 Bank ICICI Bank

Against Flat No. F/1104 On the 11<sup>th</sup> floor in our project Name **Sumukh Hills**

situated at western exp. Highway Kandivali (E) Mumbai -400 101

**you are liable to pay Service Tax @ 3.09% on this amount, to avoid the penalty interest**

**please pay within two week . VAT will be charge extra as and when applicable .**

Rs. 65,000/-

For Yog siddhi Developers

The above Receipt subject to realization of Cheque.





No. 1626/2014

103, Sumukh Darshan, Near Swami Vivekanand International School,  
S. V. Road. Kandivali (W). Mumbai - 67. Telefax: +91-22-28013354

Date : 11/12/2014

RECEIVED WITH THANKS FROM Mr. Devang Shah

Address \_\_\_\_\_

The sum of Rupees Nine Lac only.

By Cheque No. 163127 Date 22/10/2014 Bank JCICI Bank

Against Flat No. F/1104 On the 11<sup>th</sup> floor in our project Name **Sumukh Hills**

situated at western exp. Highway Kandivali (E) Mumbai -400 101

**you are liable to pay Service Tax @ 3.09% on this amount, to avoid the penalty interest**

**please pay within two week . VAT will be charge extra as and when applicable .**

Rs. 9,00,000/-

For Yog Siddhi Developers

The above Receipt subject to realization of Cheque.





10 December, 2014

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बोरीवली 3

दस्त क्रमांक : 6496/2014

नोंदणी 63

Regn. 63m

गावाचे नाव : आवुर्ली

- (1) विलेखाचा प्रकार करारनामा  
 (2) मोबदला रु.6,500,000/-  
 (3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) रु.4,697,500/-

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

147, पालिकेचे नाव: भुंबई मनपा इतर वर्णन : सदनिका नं: 1104, माळा नं: 11 वा माळा एफ विंग, इमारतीचे नाव: सुमुख हिल्स, ब्लॉक नं: कांदिवली ईस्ट, रोड नं: वेस्टर्न एक्सप्रेस हायवे

(5) क्षेत्रफळ

50.96 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून घेणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1) नाव:- मे/योगनिद्धी डेव्हलपर्स चे भागीदार चिराग विनोद बसानी व योगेश रामदास कदम तर्फे मुखत्यार सुनीलकुमार पाल :वय: 33;  
 पत्ता :-प्लॉट नं: १०२, माळा नं: -, इमारतीचे नाव: आशियाना. ब्लॉक नं: कांदिवली वेस्ट, रोड नं: शांतिलाल मोदी महाराष्ट्र, मुंबई.  
 पिन कोड:- 400067  
 पॅन नंबर: AAAFY5384K

(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1)नाव:- देवांग - शाह तर्फे मुखत्यार नितेश शाह ; वय:42;  
 पत्ता:-प्लॉट नं: ५०२/ए, माळा नं: -, इमारतीचे नाव: वेंकटेश किर्ती बालाजी कॉम्प्लेक्स, ब्लॉक नं: भाईदर वेस्ट, रोड फिट रोड, महाराष्ट्र, ठाणे.;  
 पिन कोड:- 401101;  
 पॅन नं:- APGPS2352L;

(9) दस्तऐवज करून दिल्याचा दिनांक

04/12/2014

(10) दस्त नोंदणी केल्याचा दिनांक

09/12/2014

(11) अनुक्रमांक,खंड व पृष्ठ

6496/2014

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क

रु.325,000/-

(13) बाजारभावाप्रमाणे नोंदणी शुल्क

रु.30,000/-

(14) शेर

सह दुय्यम निबंधक बोरीवली  
 मुंबई उपनगर जिल्हा



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



सह दुय्यम निबंधक, बोरीवली क्र. ३,  
 मुंबई उपनगर जिल्हा.



Tuesday, December 09, 2014  
2:51 PM

पावती

Original/Duplicate

नोंदणी क्र. :39म  
Regn.:39M

पावती क्र.: 7830 दिनांक: 09/12/2014

गावाचे नाव: आकुर्ली

दस्तऐवजाचा अनुक्रमांक: बरत-3-6496-2014

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: देवांग - शाह तर्फे मुखत्यार नितेश शाह

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 3300.00

डाटा एन्ट्री रु. 20.00

पृष्ठांची संख्या: 165

एकूण: रु. 33320.00

आपणास मूळ दस्त, धंबनेल प्रिंट, सूची-२ व सीडी अंदाजे 3:04 PM ह्या वेळेस मिळेल  
सह दु.नि. बोरीवली 3

बाजार मूल्य: रु.4697500/-

मोबदला: रु.6500000/-

भरलेले मुद्रांक शुल्क : रु. 325000/-

सह दुय्यम निबंधक, बोरीवली क्र. ३,  
मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रकम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004066519201415R दिनांक: 22/11/2014

बँकेचे नाव व पत्ता: Panjab National Bank

2) देयकाचा प्रकार: By Cash रकम: रु 3320/-

मूळ दस्त, धंबनेल प्रिंट व  
सी.डी. परत केल्याचा दि.



**e-Stamp [ Simple Receipt ] Offline Payment Receipt**

|                     |   |                      |   |
|---------------------|---|----------------------|---|
| Branch Name         | : KANDIVLI (W)  |                      |   |
| Challan Number      | : MBST22111450105   | GRAS GRN             | : MH004066519201415R                      |
| PaymentDate         | : 22/11/2014 12:15:21 PM  | Bank Txn ID          | : 221114M335476                           |
| District            | : 7101-MUMBAI   | Office Name          | : IGR192-BRL3_JT SUB REGISTRAR BORIVALI 3 |
| Stamp Duty          | : 0030045501-75   |                      |   |
| Amount              | : 325000.00   |                      |   |
| Registration Fees   | : 0030063301-70   |                      |   |
| Amount              | : 30000.00  |                      |   |
| <b>Total Amount</b> | <b>: 355000.00</b>  |                      |   |
| Duty Payer Name     | : MR DEVANG H SHAH  | Duty Payer ID        | : PAN-APGPS2352L                          |
| Duty Payer Mob No   | : +91-28075656  |                      |   |
| Article Code        | : B25-Agreement to sale/Transfer/Assignment   |                      |   |
| Movability          | : Inmovable   | Consideration Amount | : 6500000.00                              |
| Prop Descr          | : Flat No F/1104, on 11th Floor, Sumukh Hills, Western , Express Highway, Kandivali (East), Mumbai Maharashtra 400101 |                      |   |
| Property Area       | : 457.00 sq.feet  |                      |   |
| Other Party Name    | : YOG SIDDHI DEVELOPERS   | Other Party ID       |   |

Print Receipt



|        |   |     |
|--------|---|-----|
| बरल-३/ |   |     |
| ६६३६   | १ | ३६३ |
| २०१४   |   |     |

भारतीय शासन - सीव्ही व मुद्रांक विभाग  
मुद्रांकन अध्याय सन 2010

1. दस्तावा प्रकार :- कमरनामा अनुच्छेद क्रमांक 250
2. सावरकर्त्याचे नाव :- देवाग प्रादे
3. तलाक्या :- सुबई / अंधेरी / बोरीवली / कुर्ला
4. गावाचे नाव :- झाकुरी
5. नगरभुमापन क्रमांक/सर्वे क्र./अंतिम मुखंड क्रमांक :- 147
6. मूल्य दरविभाग (झोन) :- नत उपविभाग 343
7. मिळकतीचा प्रकार :- खुली जमीन निवासी कार्यालय दुकान औद्योगिक  
प्रति चौ मी. दर :- 82800/P
8. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- 50.96 कार्सेट / बिल्ट अप चौ. मीटर / फूट
9. कारपार्किंग :- — गच्ची :- — पोटमाळा :- —
10. मजला क्रमांक :- 09 उदवाहन सुविधा आहे / नाही
11. बांधकाम वर्ष :- मधीन घसारा :- NIL
12. बांधकामांचा प्रकार :- आरआरसी / इतर पक्के / अर्धे पक्के
13. बाजारमूल्यदर तक्त्यातील मार्गदर्शक सुचना क्र. :- —
14. भाडेकरु व्याप्त मिळकत असल्यास :- 1. त्याच्या तान्यातील क्षेत्र (चौ. मी.)  
2. नवीन इमारतीत दिलेले क्षेत्र  
3. भाड्याची रक्कम :-
15. लिहू अँड लायसन्सचा दस्त :- 1. प्रतिमाह भाडे रक्कम :-  
निवासी/अनिवासी 2. अनामत रक्कम / आगावू भाडे :-  
3. कालावधी :-
16. निर्धारित केलेले बाजारमूल्य :-
17. दस्तामध्ये दर्शविलेली मोबदला :-  
Rate 82800 H0.1% x 50.96 चौ. मी 4697500/



4697500/  
65.00.000/

18. देय मुद्रांक शुल्क :- 325000 भरलेले मुद्रांक शुल्क :- 325000
19. देय नोंदणी फी :- 30000

लिपीक

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| बरल - 3/ |   |     |
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सह दुय्यम निबंधक

**Data of Bank Receipt for GRN MH004066519201415R**  
**Bank - PUNJAB NATIONAL BANK**

**Bank/Branch** :  
**Pmt Txn id** : 221114M335476 **Simple Receipt**  
**Pmt DtTime** : 22/11/2014 12:15:21 **Print DtTime** :  
**ChallanIdNo** : 03031322014112250105 **GRAS GRN** : MH004066519201415R  
**District** : 7101 / MUMBAI **Office Name** : IGR192 / BRL3\_JT SUB REGISTRAR BORIVALI 3

**StDuty Schm** : 0030045501-75/ Stamp Duty(Bank Portal)  
**StDuty Amt** : Rs 3,25,000.00/- (Rs Three Lakh Twenty Five Thousand Rupees Only )

**RgnFee Schm** : 0030063301-70 / Registration Fee  
**RgnFee Amt** : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only )

**Article** : B25  
**Prop Mvblty** : Immovable **Consideration** : 65,00,000.00/-  
**Prop Descr** : Flat No F/1104,on 11th Floor,Sumukh Hills,Western , Express Highway  
: Kandivali (East),Mumbai,Maharashtra  
: 400101

**Duty Payer** : PAN-APGPS2352L MR DEVANG H SHAH  
**Other Party** : PAN-AAFY5384K YOG SIDDHI DEVELOPERS

**Bank Scroll No** : 1  
**Bank Scroll Date** : 25/11/2014  
**RBI Credit Date** : 25/11/2014  
**Mobile Number** : 28075656



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| बरल - ३/ |   |     |
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| २०१४     |   |     |





AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered into at Mumbai this 4<sup>th</sup> day of DEC in the Christian Year Two Thousand fourteen Thirteen

BETWEEN **M/S. YOGSIDDHI DEVELOPERS**, a Partnership Firm registered under the provisions of Indian Partnership Act, 1932, having its principal office at Shree Sumukh Darshan, Block No. 103, Behind Parekh Nagar, Near Swami Vivekanand International School, Kandivali (West), Mumbai - 400 067, hereinafter referred to as "the **PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include all the Partners for the time being of the said Firm and the survivors or survivor of them and the heirs, executors, administrators of such survivors)

of the **ONE PART**;

AND

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| २०१४   |   |     |

Shri./Smt./M/s. Devang Shah

having his/her/their address at 502/A, Venkatesh Kirti, Balaji Complex, 150 Feet Road, Bhayander (W), Thane-401101.

hereinafter referred to as "**THE FLAT PURCHASER/S**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, administrators, and assigns ) of

The said Bandongri Ekta Co-operative Housing Society shall hereinafter be referred to as "the said Society" for the sake of brevity;

(e) In pursuance of the aforesaid and as required under the Slum Rehabilitation Scheme propounded under the provisions of the said Act, more than 70% of the eligible slum dwellers of the said property granted their consent for development of the said property to the Promoters as required under the Slum Rehabilitation Scheme propounded by Government of Maharashtra under the said Act;



(f) By and under Agreement dated 2<sup>nd</sup> February 2005, entered into between the said Society and the Promoters herein, the Society assigned the development rights in respect of the said property to and in favour of the Promoters together with all the benefits and incentives of F.S.I. including right to load further FSI by way of TDR etc. or any other benefit under any law for the time being in force, to the Promoters herein, for the consideration and on the terms and conditions therein contained;

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| बरल - ३/ |   |     |
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(g) In pursuance of the said Agreement and consent of the members, the said Society has also executed a Power of Attorney dated 2<sup>nd</sup> February, 2005 in favour of the Promoters herein to enable the Promoters to develop the said property and to do all acts, matters, deeds and things connected therewith as set out therein;

*[Handwritten signature]*  
*[Handwritten signature]*

(h) Pursuant to the application made by the Promoters, the Dy. Chief

obliged to construct tenements for 159 Project Affected Persons i.e. (PAP) and accommodate them in the building/s;

(l) The Promoters have proposed to construct Building/s for the purpose of rehabilitation of the said Slum Dwellers/members of the said Society as stated above. Upon accommodating the slum dwellers in the building/s, the remaining portion of flats/shops is the sale component for the purpose of sale in open market.

(m) Pursuant to the application made to the Slum Rehabilitation Authority (SRA) has approved and sanctioned the Building plan proposed to be constructed on the said property. The building "SUMUKH HILLS" is consisting of 4 wings having Ground + 22 Floors;

(n) The Promoters herein have accordingly proposed to construct the Building/s known as "SUMUKH HILLS" comprising of four Wings known as "C to F" having Ground (partly shopping) plus Podium & 22 upper floors as aforesaid, hereinafter referred to as the "said Building/s". (The number of upper floors however is likely to vary depending upon the availability of FSI and other relevant conditions for development of the said property.);

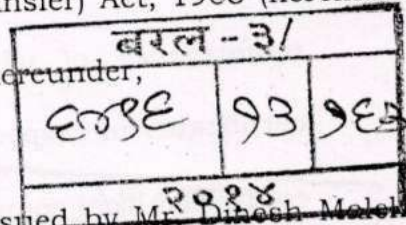
|           |    |     |
|-----------|----|-----|
| बरेल - ३/ |    |     |
| २४५२      | ११ | १२३ |
| २०१४      |    |     |

(o) The Promoters having complied with the terms and conditions in the said I.O.A., the SRA has issued the Commencement Certificate bearing No. SRA /ENG/ 1977/ RS/STGL/AP dated 26<sup>th</sup> February, 2008 for construction of the said proposed Building/s and the Promoters have accordingly commenced the construction work of the said Building/s;

(t) By virtue of the above mentioned Agreement, Power of Attorney and various permissions and NOC's granted by the statutory/ SRA authorities, the Promoters alone have the sole and exclusive right to sell the flat/s and/or other units in the said Building/s to be constructed by the Promoters on the said property to be known as "SUMUKH HILLS" consisting of ground (partly shopping) plus podium & twenty two/twenty upper floors as mentioned above and to enter into Agreement/s with purchaser/s the flats and to receive the sale price in respect thereof;



(u) The flat purchaser/s has/have demanded from the Promoters and the Promoters have given inspection to the flat purchaser/s of all the above mentioned documents of title relating to the said property, the plans, designs and specifications prepared by the Promoters/ Architects and of such other documents as are specified under the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") and Rules made thereunder,



(v) A copy each of the Certificate of Title issued by Mr. Dinesh Malekar Advocate, High Court, Property Card, IOA, LOI, C.C., the Location Plan, Typical Floor Plan/s and a List of Amenities to be provided by the Promoters and common area and facilities have been annexed hereto and marked Annexures "A, B, C, D, E, F, G, & H", respectively;

(aa) The Flat Purchaser/s has/have entered into this Agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes, etc., recited and referred to above;

(bb) Under section 4 of the MOFA, the Promoters are required to execute a written agreement for sale of ~~some~~ Flat/Unit with the Purchaser/s being in fact these presents and also to register the said Agreement under the Registration Act.



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

1) Subject to the terms, conditions and provisions contained in the hereinabove recited Agreements, the Flat/Shop Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Flat Purchaser/s in the Building/s known as "SUMUKH HILLS" a flat/shop No. 1104 on the 11<sup>th</sup> floor, admeasuring 457 sq. ft. carpet area (equivalent to — sq. ft. built up area) in F Wing, as shown in the floor plan thereof hereto annexed and marked Annexure 'F' with amenities as described in Schedule Annexure 'G' hereto (hereinafter for brevity's sake referred to as the 'Flat/Shop') for the aggregate price of Rs. 65,00,000/- (Rupees Sixty Five Lacs Only — only) including the proportionate price of the common areas and facilities appurtenant to the premises. The Flat / Shop Purchaser/s has / have paid a sum of Rs. 1,00,000/- (Rupees One lac Only —

of the loan by the Purchaser/s, the recourse available to the financial institution or bank would be only against the Purchaser/s personally and such recourse shall be available against the said Flat/shop only if the full consideration under this agreement is paid to the Promoters.

3) The percentage of the undivided interest of the Flat/Shop Purchaser/s in the common areas and facilities limited or otherwise pertaining to the said flat shall be in proportion of the area of the said Flat/Shop to the entire area of all the flats of the said Building/s known as "SUMUKH HILLS".



4) The Promoters hereby agree to observe perform and comply with or caused to be observed, performed and complied with all the terms, conditions, stipulations and restrictions if any which may have been imposed by the concerned local authority/SRA at the time of sanctioning the said plans or hereafter and shall before handing over possession of the said Flat/Shop to the Flat/Shop Purchaser/s, obtain or cause to be obtained from the concerned local authority occupation or completion certificate in respect of the said Building/s known as "SUMUKH HILLS". The Promoters may obtain part occupation or Building/s completion certificate for one or more Building/s or floors as the Promoters may deem fit.

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| २०१४   |    |     |

5) The Promoters hereby declare that the Floor Space Index available in respect of the said property is 23301.60 Square Metres and that no part of the said floor space index has been utilized by the Promoters elsewhere for any purpose whatsoever.

or shall have any right to consume the same in any manner whatsoever;

- c) That the Promoters shall be entitled to develop the said property fully by constructing and/or making additions in the said Building/s known as "SUMUKH HILLS" and/or by constructing additional Building/s/floors/structures so as to avail of the full FSI permissible at present or in future for the said property including for staircase, lift, passage, by way of purchase of floating FSI, TDR, free FSI which may be available on the said property or acquired otherwise howsoever and including putting up any 'Additional Construction' as mentioned above and Promoters selling the same and appropriating to themselves the entire sale proceeds thereof without the Flat/Shop Purchaser/s or other acquirers of the Flats in such Building/s and/or their common organization having any claim thereof or to any part thereof. The FSI of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the Promoters who shall be at liberty to use, deal with, dispose of, sell, transfer etc. the same in manner the Promoters choose. The Flat/Shop Purchaser/s agree/s not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above. The Promoters shall be entitled to consume such FSI by raising floor or floors on any structures including the said Building/s known as "SUMUKH HILLS" and/or putting additional structures and/or by



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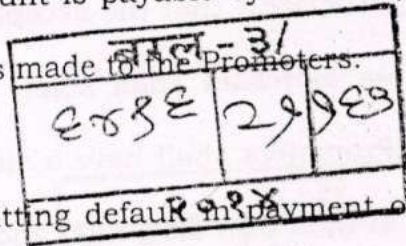
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Purchaser/s and/or possession of the said Building/s is handed over to the Society of the Purchasers of flats.

h) The flat purchaser/s is/are aware that Promoters at present are constructing only the said Building/s known as "SUMUKH HILLS" on the said property. The Flat/Shop Purchaser/s agree/s that the Promoters are likely to and shall be entitled to acquire further FSI and utilise the same or remaining or any part of the said entire property in the manner the Promoter/s may deem fit and Flat/Shop Purchaser/s give/s his/her/their consent to any use thereof by the Promoters.



8) Without prejudice to the other rights and contentions of the Promoters and without waiver of any of the rights and contentions of the Promoters, the Flat/Shop Purchaser/s agree/s to pay to the Promoters interest at 24% p.a. on all the amounts which become due and payable by the Flat/Shop Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Flat/Shop Purchaser/s till the date the payment is made to the Promoters.



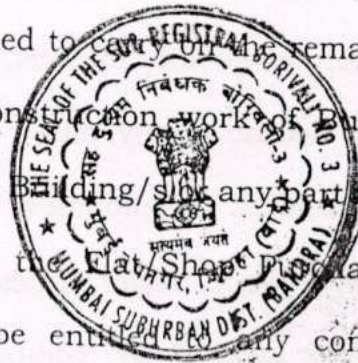
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9) On the Flat/Shop Purchaser/s committing default in payment on due date of any amount due and payable by the Flat/Shop Purchaser/s to the Promoters under this Agreement including his/her/their proportionate share of taxes levied by concerned authorities and other outgoings and/or on the Flat/Shop Purchaser/s committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at their own option to terminate this Agreement by giving 15



11) The Promoters may complete the entire Building/s or any part or portion or floor thereof and obtain part occupation certificate thereof and give possession of premises therein to the acquirers of such premises and the Flat/Shop Purchaser/s herein shall have no right to object to the same and will not object to the same and the Flat/Shop Purchaser/s hereby given his/her/their specific consent to the same. If the Flat/Shop Purchaser/s take/s possession of any premises in such part completed portion or floor or otherwise the Promoters and/or their Agents or Contractors shall be entitled to complete the remaining work including further and additional construction work on the Building/s in which the said premises are, the said Building/s or any part thereof and if any inconvenience is caused to the Flat/Shop Purchaser/s, the Flat/Shop Purchaser/s shall not be entitled to any compensation and/or damage and/or claim and/or complain for any inconvenience and/or nuisance which may be caused to him/her/their or any other persons/s.



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12) The Promoters shall give possession of the flat to the Flat/Shop Purchaser/s on or before \_\_\_\_\_. If the Promoters fail to give possession of the flat to the Flat/Shop Purchaser/s on account of reasons beyond their control and/or their agents control as per the provisions of Section 8 of Maharashtra Ownership Flats Act, by the aforesaid date, then the Promoters shall be liable on demand to refund to the Flat/Shop Purchaser/s the amounts already received by the Promoters in respect of the flat/shop with simple interest at nine percent per annum from the date the Promoters receive the sum till the date the amounts and interest thereon is paid and shall have no other

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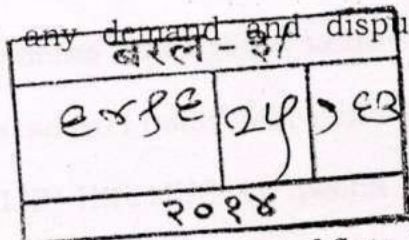
out defect if any in construction and/or amenities and facilities and will take possession only after rectification thereof if any, required. In the event of the Flat/Shop Purchaser/s taking possession of the said Flat/Shop he/she/they shall be deemed to have inspected the same thoroughly and found the same without defect in construction and/or amenities and facilities unless otherwise recorded in writing.

15) The Purchaser/s shall use the flat/ shop or any part thereof or permit the same to be used for purpose of residence and in case of a shop for carrying on any profession or business.

16) The said Building/s shall always be known as "SOMUR HILLS" and this will not be changed any time without prior written consent of the Promoters.

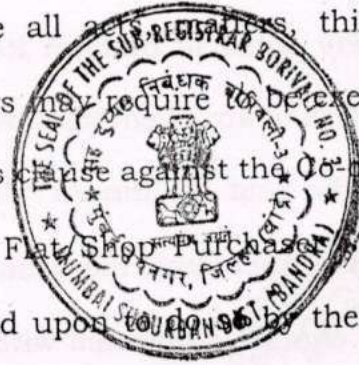


17) Unless and until the entire Building/s is completed and Promoters have consumed entire FSI available on the said property as mentioned above and purchasers have carried out all obligations under these presents the Promoters shall not be liable to nor bound nor called upon or required by the purchasers to form a new Co-operative Society/Societies or body corporate as the case may be and the Flat/Shop Purchaser/s agree/s and consent/s not to raise any demand and dispute or objection in that regard.



18) The Flat/Shop Purchaser/s along with other purchasers of flats in the said Building/s shall join in forming and registering the Society/Societies and such Society/Societies shall bear the name of

flats/shops, for any lien or claim or demand which the Promoters may have in respect of the said Flat/Shop hereby agreed to be purchased the other flats in the Building/s known as "SUMUKH HILLS". The Flat/Shop Purchaser/s hereby agree/s and bind/s himself/ herself/ themselves to do and execute all acts, things, deeds and documents which the Promoters may require to be executed to enforce the obligations envisaged in this clause against the Co-operative Society. The failure on the act of the Flat/Shop Purchaser/s to observe and perform this clause when called upon by the Promoters shall entitle the Promoters to rescind this Agreement and the consequences of rescission herein provided shall follow.



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20) On the vesting of the management and administration of the said Building/s "SUMUKH HILLS" in the Society or Societies or Apex Society to be registered, upon the Flat/Shop Purchaser/s of the flats in the Building/s known as "SUMUKH HILLS" being admitted as members of the Society, or the common organisation as the case may be shall take over complete responsibility of the management of the said property and the said Building/s "SUMUKH HILLS" and the Society shall be solely responsible for collections of dues from its members and for the disbursements of such collections in relation to the said property and the said Building/s "SUMUKH HILLS" including payment for ground rent, Municipal Taxes, salaries of the employees charges with the duties for the maintenance of the said portion and to the security of the Building/s "SUMUKH HILLS" to the intent that the said portion and the said Building/s "SUMUKH HILLS" and the said property shall be kept free from all encroachments, claims attachments and sales or other

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in possession, management and control in the Society or Societies or Apex Society to be formed shall not cease and the Flat/Shop Purchaser/s shall be bound to perform fully all obligations which may have been incurred by him qua the Promoters.

21) Commencing a week after notice in writing is given by the Promoters to the Flat/Shop Purchaser/s that the said Flat/Shop is ready for occupation or before taking the possession of the Flat, whichever is earlier, the Flat/Shop Purchaser/s shall be liable and pay regularly to the Promoters :



(a) the proportionate share of the Flat/Shop of the Municipal Assessment Tax of the said land as also of entire property as per the block plan and complex, all rates and taxes whether any or all the tenements of the Building/s shall have been actually assessed or not even if the assessment may not have been finally determined;

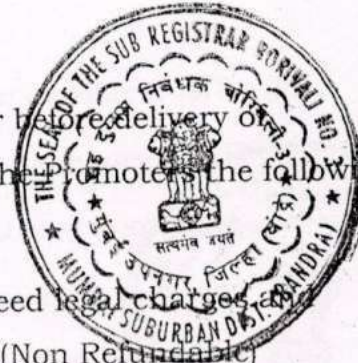
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(b) the share of the Flat/Shop Purchaser/s in all other dues, duties, impositions, outgoings and burden of any nature at any time hereafter assessed or imposed upon the said property and Building/s or upon the owners and occupiers thereof including of the entire land by any authority including the Municipality, Government Revenue Authority in respect of the entire Building/s or the user thereof and payable wither by the owners or occupiers and

(c) the proportionate share of all other outgoings in respect of the said

and on account of the Flat/Shop Purchaser/s share of the aforesaid outgoings and such payments shall be made every month in advance to the Promoters. The Promoters shall be at liberty without being bound to do so to appropriate from the said deposit money, if any, the due by the Flat/Shop Purchaser/s for its aforesaid share of liability.

22) The Flat/Shop Purchaser/s shall on or before delivery of possession of the said flat/shop pay/s to the promoters the following amounts :-



- i) Rs. 10,000/- being agreed legal charges and expenses (Non Refundable)
- ii) Rs. 5,000/- for registration of the society (Non Refundable)
- iii) Rs. 20,000/- for deposit of electric meter, cable, water meter sub- station etc., (Non Refundable)
- iv) Rs. — for betterment charges (Non Refundable)
- v) Rs. 500/- for share money application entrance fee of the Society or common organization
- vi) Rs. 23,760/- for Maintenance deposit
- vii) Rs. 71,280/- for eighteen months maintenance in advance
- viii) Rs. 200/- for Membership Fees
- ix) Rs. 21,600/- for Development charges
- x) Rs. 10,800/- for Corpus fund
- xi) Rs. — for Natural Gas Pipe Connection
- xii) Rs. — for Service Tax (Before O.C.)
- xiii) Rs. — for VAT (Before O.C.)

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payable by the purchaser/s to the Promoters under the terms and conditions of this agreement.

27) In the event of any portion of the said property being notified for setback, D.P. Road, the Promoters alone shall be entitled to receive the compensation or such other benefit that may be given by the authorities concerned for the setback land.



28) Hereinafter, if any charges are levied by or payments required to be made to any Government Authorities or Local bodies either on the portion or Building/s or otherwise the Flat/Shop Purchaser/s on being called upon to do so by the Promoters, pay to the Promoters his/her/their share thereof at or before or after taking possession of the said Flat/Shop as may be required or demanded by the Promoters.

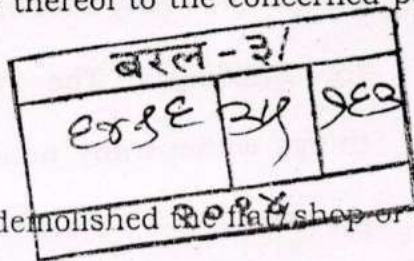
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29) The Purchaser/s shall have no claim or right to any part of the said Building/s other than the said premises agreed to be purchased by him/her/them. All open spaces, lobbies, staircase, remain the property of the Promoters until the whole property is assigned and transferred to the Society or Societies or Apex Society to be formed as the case may be as herein mentioned but subject always to the rights, reservations, covenants and easements in favour of the Promoters as herein provided.

30) The Purchaser/s hereby agree/s that in the event of any amount by way of premium to the Corporation or to the State Government or betterment charges or development charges or assessment tax, VAT Tax, Service Tax or other tax or payment of a similar nature becoming

entrances of the Building/s in which the flat/shop is situated and in case any damage is caused on account of negligence or default of the Flat/Shop Purchaser/s in this behalf, the Flat/Shop Purchaser/s shall be liable for the consequences of the breach.

- c) To carry out at his/her/their own cost all internal repairs to the said Flat/Shop and maintain the flat in the same condition, state and order in which it was delivered by the Promoters to the Flat/Shop Purchaser/s and shall not do or suffer to be done anything in or to the Building/s in which the flat/shop is situated or the flat/shop which may be governed under the Rules and Regulation and bye-laws of such Housing Society, the concerned local authority or other public authority. And in the event of the Flat/Shop Purchaser/s committing any act in contravention of the above provision, the Flat/Shop Purchaser/s shall be responsible and liable for the consequences thereof to the concerned person or local authority.



- d) Not to demolish or cause to be demolished the flat/shop 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/shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building/s in which the flat/shop is situated and to keep the portion, sewers, drains, pipes in the flat/shop and appurtenances thereof in good tenantable condition, and in particular so as to support shelter and protect the other part of the Building/s in which the flat/shop is situated and shall not chisel or

local authority and/or Government and/or public authority including on account of change of user of the flat/shop by the Flat/Shop Purchaser/s viz. User for any purposes other than residential purpose.

j) The Flat/Shop Purchaser/s shall not let, sub-let, transfer, assign or part with Flat/Shop Purchaser/s interest or benefit factor of this Agreement or part with the possession of the flat/shop until all the dues payable by the Flat/Shop Purchaser/s to the Promoters under this Agreement are fully paid up and only if the Flat/Shop Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and without obtaining prior written permission of the Promoters.



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k) The Flat/Shop Purchaser/s shall observe and perform all the rules and regulations, which the Society/Apex Society may adopt at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building/s and the flats therein and for the observance and performance of the Building/s rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Flat/Shop Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and the use of the flat in the Building/s and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms of this agreement.



l) Till a Conveyance of Building/s in which flat/shop is situated is executed the purchaser/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and Building/s or any part thereof to view and examine the state and conditions thereof.

m) The Flat/Shop Purchaser/s shall not close verandah or balconies without the sanction and permission of the Promoters and the authorities concerned nor shall make any alteration or changes in the position and outside colour scheme of the said Flat/Shop/Building/s.



The Flat/Shop Purchaser/s shall not carry out any illegal or immoral activity in the said Flat/Shop.

o) The Flat/Shop Purchaser/s shall not misuse the meter cabin, stilt portion, society office, toilet, part / pocket terrace and service floor

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p) The Flat/Shop Purchaser/s shall not claim any compensation from any authority regarding inadequate open space available to the building.

q) The Flat/Shop Purchaser/s shall maintain the car lifts, ramps, staircase, stilt parking, podium parking, etc., below rehab building and/or in any other part of the building/s.

32) The Flat/Shop Purchaser/s agree/s to sign and deliver to the Promoters before and after taking possession of the flat/shop all writings, papers,

RCC pardis or other structural members in the flat/shop without prior written permission of the Promoters and/or the Society.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the Building/s in which the flat/shop is situated or any part thereof or whereby by



any unlicensed premium shall become payable in respect of the insurance of any.

Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop in the compound or any portion of the land/properties and the Building/s in which the

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- g) Not to keep anything in the common passage, staircase, terraces, walls or any other common place and not to hang any sign boards, hoardings, name boards etc., in passage or inner or outer wall of the Building/s. The Promoters/Society shall throw away such things without any notice if any thing is found in breach of this provision.

- h) Pay to the Promoters regularly such security deposits as may be demanded by concerned local authority or Government authority for giving water, electricity, sewer clearance, or any other service connection to the Building/s in which the flat is situated.

- i) To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned

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if any, on the documents to be executed under or in pursuance of this Agreement becoming payable by the Promoters, the same shall be borne and paid by the Purchaser/s in proportion to the area of the said flat/shop agreed to be purchased by the Purchaser/s and in determining such amount the decision of the Promoters shall be final, conclusive and binding upon the Purchaser/s.

31) The Flat/Shop Purchaser/s himself/herself/themselves with an intention to bring all persons into whomsoever hand the flat/shop may come to the date hereby covenant with the Promoters as follows:-



To maintain the flat/shop at Flat/Shop Purchaser/s own cost in good tenable repair and condition from the date of possession of the flat and the Building/s in which the flat/shop is situate its staircase or any passage which may be against the rules, regulations, or bye-laws of concerned local or any other authority or change/alter or make addition in or to the Building/s in which the flat/shop is situated and the flat/shop itself or any part thereof.

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b) Not to store in the flat/shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building/s in which the flat/shop is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the Building/s in which the flat/shop is situated including

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charges and expense, including professional costs of the Advocates of the Promoters in connection with the formation of new Society, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement. However, if there is any short fall the same shall be made good by the Flat/Shop Purchaser/s.

- 24) The Promoters on behalf of the Flat/Shop Purchaser/s shall pay all costs for preparation of all other documents, costs of lawyers for transfer of the said property to the Society or Societies or Apex Society to be formed as the case may be, such costs of transfer shall be borne and paid wholly by the Flat/Shop Purchaser/s and other acquirers of flats/tenements in equal shares but exclusive of all out of pocket expenses like stamp duty, registration charges etc., which also will be borne and paid wholly by the Flat/Shop Purchaser/s and other acquirers of flat, shops, etc. However, if the costs, charges and expenses exceed the aforesaid amount the same would be made good by the Flat/Shop Purchaser/s.



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At the time of taking possession of the flat/shop, the Flat/Shop Purchaser/s shall also pay to the Promoters the Flat/Shop Purchaser/s share of stamp duty and registration charges payable, if any, by the Society or the Societies or Apex Society as the case may be on the conveyance and other documents in respect of the Building/s "SUMUKH HILLS" executed in favour of the Society or the Societies or Apex Society as the case may be.

- 26) The Promoters shall have a first lien and charge on the said flat/shop agreed to be acquired by the purchaser/s in respect of any amount

complex including other taxes, insurance, common lights, sanitation, additions and alterations, paintings, colour washing, repairs, water charges in the event of water being charged on the basis of meter by the Municipality, salaries and charges of Bill Collector, Clerks, Chowkidars, Sweepers etc., and

(d) all other expenses necessary and incidental to the said entire Building/s and the said portion including the said management



Maintenance's. Until the Society is formed and the said property and Building/s transferred to the Society or Societies or Apex Society as provided herein the Flat/Shop Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Flat/Shop Purchaser/s shall within seven days of posting intimation about the flat being ready for occupation as aforesaid, deposit and keep

deposited with the Promoters a sum of Rs. \_\_\_\_\_

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\_\_\_\_\_ only) without interest as security deposit for payment by the Flat/Shop Purchaser/s his/her/their share of aforesaid outgoings and payments. The Flat/Shop Purchaser/s hereby further unequivocally agree/s with the Promoters that until the Flat/Shop Purchaser/s share is determined, the Flat/Shop Purchaser/s shall from the date of the expiry of the said period of Deposit; regularly pay to the Promoters on the 5<sup>th</sup> day of every month provisional monthly contribution of Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_ only) towards

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the transfer of the said property and the said Building/s "SUMUKH HILLS" takes place or not in favour of the Society or societies or Apex Society to be formed, whether or not the Flat/Shop Purchaser/s and the other purchasers of the other flats/shops are made members of the Society and irrespective of the fact whether the Society or Societies or Apex Society failed to perform its obligations mentioned herein above the Promoters in any event shall stand absolved of their responsibility of managing the said Building/s "SUMUKH HILLS" receiving and paying



including the ground rent, Municipal Taxes and other incidental charges connected with the maintenance and security of the said Building/s "SUMUKH HILLS". The Flat/Shop Purchaser/s hereby agree to indemnify the Promoters in that behalf. The Flat/Shop Purchaser/s hereby agree/s to indemnify the Promoters in that behalf.

The Flat/Shop Purchaser/s shall ensure that such obligations as aforesaid are undertaken and performed by the Co-operative Societies, being his successor in interest and failure or lapse on the part of the

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Flat/Shop Purchaser/s in so doing shall entitle the Promoters to rescind this Agreement and the consequences of rescission herein contained shall follow. Without prejudice to what is stated hereinabove, in the event of any breach being committed by the Flat/Shop Purchaser/s and/or the Co-operative Societies of this clause, the Promoters shall be entitled to forbear from getting the conveyance of the said property and the said Building/s "SUMUKH HILLS" in favour of the Society or Societies or Apex Society to be formed notwithstanding their other rights and remedies. Notwithstanding anything contained or suggested to the contrary in this clause, the liability of the Flat/Shop Purchaser/s already incurred by him/her/them qua the Promoters prior to the vesting of the said property and the said Building/s "SUMUKH HILLS"

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and this will not be changed without prior written consent of the Promoters. The Flat/Shop Purchaser/s agree/s that for the purpose of joining the said Society or forming and registering a new Society, he/she/they shall from time to time sign and execute all papers, documents, applications for registration and/or membership necessary and do all acts, deeds, things and matters for the information and the registration of the Society and for becoming a member including bye-laws of the proposed Society and duly fill and sign and return the same to the Promoters within four days of the same being forwarded by the Promoter to the Flat/Shop Purchaser/s so as to enable the Promoters to register the Society of the Flat/Shop Purchaser/s under Section 10 of MOFA. No objection shall be taken from the Flat/Shop Purchaser/s, if any changes or modification are made in the draft bye-laws of the existing Society of the Society to be formed as may be required by the Registrar of Co-operative Societies or any other Competent Authority.



19) The Promoters shall have option to form one or more Societies of the flat purchasers of the Building/s constructed on the said property. In the event there being more than one Society, conveyance / lease in respect of the said property alongwith the Building/s shall be granted in favour of the Apex Society and/or jointly to all the Societies. The newly formed Society/Societies shall ensure that the provisions of this Agreement and other Agreements entered or to be entered into by the Promoters with other Flat/Shop Purchaser/s of other flats/shops in the said Building/s known as "SUMUKH HILLS" are carried into effect fully by it by passing appropriate resolution for that purpose, and shall also ratify and adopt the same. Upon formation of such Society, the Society shall be liable besides the Flat/Shop Purchaser/s and other purchaser of different

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accrued upon the refund amount. The Flat/Shop Purchaser/s agrees that sending of the said amount by cheque by the Promoters at the address given by the Flat/Shop Purchaser/s in these presents, whether the Flat/Shop Purchaser/s accepts or encashes the cheque or not, will amount to refund of the amount so required to be refunded. PROVIDED THAT the Promoters shall be entitled to reasonable extension of time for giving delivery of flat on the aforesaid date, if the completion of Building/s in which the flat is to be situated is delayed on account of :

- i. Non-availability of Steel, Cement, other Building/s material, water or electric supply, etc.;
- ii. War, Civil Commotion or act of God, Natural Calamities
- iii. Any notice, order, rules, notification of the Government and/or other public or competent authority, procedural delays in obtaining permissions, NOCs' and clearances from statutory authorities
- Other reasonable cause.



13) The Promoters shall be entitled to change the user of the said property and/or Building/s to be constructed thereon and/or part or portion thereof but the same will not directly affect the user of the said

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14) The Flat/Shop Purchaser/s shall take possession of the flat within seven days of the Promoters giving written notice to the Flat/Shop Purchaser/s intimating that the said Flat/Shop is ready for use and occupation and the Flat/Shop Purchaser/s shall before taking possession of the said Flat/Shop inspect the same thoroughly and point



Agreement as aforesaid, the Promoters shall refund to the Flat/Shop Purchaser/s the installments of sale price of the flat/shop which may till then have been paid by the Flat/Shop Purchaser/s any interest or any other amount over and above the amount so refunded and upon termination of this Agreement and on refund of aforesaid amount by the Promoters, the Promoters shall be at liberty to deal with or dispose of or sell the flat/shop to such person and at such price as the Promoters may in its absolute discretion think fit. The Flat/Shop Purchaser/s agree/s that sending of the said amount by cheque by the Promoters to Flat/Shop Purchaser/s at the address given by the Flat/Shop



Purchaser these presents, whether the Flat/Shop Purchaser/s accept/s and/or encash/es the cheque or not, will amount to the refund of the amount so required to be refunded. PROVIDED HOWEVER, if the date of payment by the Flat/Shop Purchaser/s/s continue/s for a period of three months from the due date, then the Flat/Shop

Purchaser/s shall be liable to pay an interest at the rate of 24% p.a. on the outstanding amounts payable from the date the said amount is payable by the Flat/Shop Purchaser/s till the payment. PROVIDED FURTHER that the acceptance of outstanding amount with the interest as aforesaid shall solely be at the option of the Promoters and the

Promoters shall have a simultaneous right to terminate this Agreement at their own discretion and as they may deem fit and proper.

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10) The fixtures, fittings and amenities to be provided by the Promoters in the said Building/s and the flat/shop are those that are set out in Annexure 'G' hereto.

d) That the Promoters alone shall be entitled to sell / allot any part or portion of the said Building/s including the open terrace/s wall or part of the said portion, basement including for use as a bank, office, shops, nursing home, restaurant, hotel, garden, display of advertisements, hoardings, well water etc., as the same may be permissible or ultimately may be permitted by the authorities concerned;

e) To admit without any objection the persons who are allotted Flats/shops by the Promoters as members of the said Society

f) Members of the Society in the event the Society is registered before all flats/shops including flats/shops of extended/annexed Building/s are sold by the Promoters;

g) execute any further or other writing, documents, consents etc., as required by the Promoters for carrying out the terms hereof



h) Intentions of the parties hereto;

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i) To do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications, etc., at the costs and expenses of the flats purchaser which the Promoters in their absolute discretion may deem fit for putting into complete effect the provisions of this Agreement.

The aforesaid consent and agreement shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said Flat/Shop is handed over to the Flat/Shop

6) The Flat/Shop Purchaser/s agree/s to comply with all the terms and conditions of any other scheme, permission etc., that may have been granted or sanctioned to and/or which may hereinafter be granted or sanctioned or imposed by any authority statutory or otherwise including paying any charges, bearing expenses, making deposits, whether refundable or not.

7) The Flat/Shop Purchaser/s hereby grant/s his/her/their irrevocable power and consent to the Promoters and agree/s: -

a) That ~~until~~ the conveyance or any other document vesting the title of ~~the property~~ in favour of the Apex Society and/or jointly to all the Societies consisting of the said Society and/or the Societies to be formed later, comprising all the prospective purchasers of flats/shops of the said Building/s, known as "SUMUKH HILLS" as may be permissible under law is executed, the Promoters alone shall be entitled to all FSI whether available at present or in future including the balance FSI, the additional FSI whether available at present or in future including the balance FSI, the additional FSI available under D.C. Rules from time to time and/or any special concession, modification of present Rules and Regulations granting FSI, FSI available in lieu of the road widening, set back, reservation by way of Transfer of Development Right (TDR) or otherwise howsoever;

b) That under no circumstances the Flat/Shop Purchaser/s and/or Societies or other common organization will be entitled to any FSI

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earnest or deposit money on or before the execution of these presents. The Flat/Shop Purchaser/s hereby agree/s to pay to the Promoters balance amount as per the Schedule of payment annexed hereto as **Annexure "I"**. Time for payment of the installments as shown in the Annexure I shall be essence of the contract.

PROVIDED FURTHER that the Purchaser/s shall pay the last installment of the purchase price as shown in Annexure 'I' within seven days from the receipt of the intimation from the Promoters that the unit agreed to be purchased by him/her/them is ready for occupation and Purchaser/s failing to make payment, the Promoters shall be at liberty to exercise their rights as set out in this Agreement including a right to terminate these presents and sell the said Flat/Shop to any other person.



PROVIDED FURTHER that the Purchaser/s under this agreement shall pay the deposits in respect of the electricity and water meters, maintenance etc. as provided hereinafter along with the payment of the

last installment.

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2) The Purchaser/s is/are, at his/her/their sole risk, liability and responsibility, free to obtain housing loan from any financial institution or bank, for acquiring the said flat/shop by offering the said flat/shop as security. The "NOC" for offering the said flat/shop as security to be given by the Promoters to the Purchaser/s shall be subject to the Promoters receiving full consideration under this agreement. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser/s. In the event of non-payment

(w) The Promoters have got approved from the concerned local authority the plans, specifications, elevations, sections and details of the said Building/s as set out above;

(x) However, the FSI available for construction is likely to increase and the Promoters intend to use and shall be entitled to use the same as provided hereinafter and for that purpose the Promoters shall be entitled to amend the plans from time to time of any Building/s constructed, or to be constructed on any part or portion of the said property in its present state or after amalgamation with other properties in the sole discretion of the Promoters;

(y) While sanctioning the said plans for the said Building/s the concerned local competent authorities and/or government have laid down certain terms, conditions, stipulations, and restrictions, which are to be observed and performed by the Promoters while developing the said property and the said Building/s and upon the observance and performance of which only the occupation and the completion certificates in respect of the said Building/s shall be granted by the concerned local competent authority;

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(z) The flat purchaser/s has/have applied to the Promoters for allotment to the Flat Purchaser/s a Flat/Shop No. 1104 on the 11<sup>th</sup> floor in F Wing on 11<sup>th</sup> Floor of the Building/s known as "SUMUKH HILLS" to be constructed on the said property more particularly described in the Schedule hereunder written (hereinafter for the sake of convenience and brevity referred to as "the said Flat/Shop");

(p) The Promoters made application for modification in plans of the said Building/s and the Executive Engineer II, Slum Rehabilitation Authority under Letter bearing No. SRA/ ENG/ 1977/ RS/ STGL/AP dated 24<sup>th</sup> February, 2010 has approved the modified plans of the said Building/s subject to the conditions recorded thereunder;

(q) The Promoters made request for allowing Revalidation of LOI and for approval of revised parameters of the LOI in respect of the said property, by and under letter dated 11.12.2012 bearing No. SRA/ENG/1999/RS/STGL/LOI, the Deputy Chief Engineer, SRA has issued Revised LOI carrying certain terms of the earlier LOIs;

(r) The Promoters may acquire further FSI credit by way of TDR and consider the same on the said Building/s as they may deem fit and/or on such portion of the said entire property as they may deem fit and may amend the plans and propose further wings and/or reduce or increase the number of floors and/or otherwise propose such changes

as they may deem fit any time in future;

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(s) The Promoters have entered into a standard agreement with Architects, M/s. Sanjay Neve & Associates registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects; and the Promoters have appointed a structural Engineer M/s. R. D. Magdum, for the preparation of the structural design and drawings of the Building/s and the Purchaser/s accept/s the professional supervision of the Architects and structural Engineer till the completion of the Building/s;

approving the Slum Re-development Scheme and the grant of 2.708 F.S.I. in accordance with Regulation No. 33(10) and Appendix (IV) of the amended D.C. Regulations out of which maximum F.S.I. of 2.50 shall be allowed to be consumed on the said property and subject to the conditions recorded therein;

- (i) Pursuant to the submission of the proposal for redevelopment of the said property by the Promoters, the Executive Engineer (SRA) III has issued Intimation of Approval under Sub regulation 2.3 of Appendix-IV of the Development Control Regulations No.33 (10) dated 15<sup>th</sup> October, 1997 for ~~Brilliant~~ Mumbai bearing No. SRA/ENG/1977/RS/STGL/AP dated ~~22<sup>nd</sup> November~~ 2007 on the terms and conditions recorded



- (j) Pursuant to the application made, the Dy. Chief Engineer (SRA) has issued a Revised Letter of Intent bearing No. SRA /ENG/ 1229 /RS/ STGL/LOI dated 30<sup>th</sup> September, 2009 thereby in principle approving the Re-development Scheme and the grant of 2.86 F.S.I. in accordance with Regulation No. 33(10) and Appendix (IV) of the amended D.C. Regulations out of which maximum F.S.I. of 3.00 shall be allowed to be consumed on the said property and subject to the

conditions recorded therein;

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- (k) As per the LOI sanctioned by the Slum Rehabilitation Authority, the Promoters are obliged to construct 163 numbers of residential tenements, 11 numbers of commercial tenements, 7 numbers of R/c, Balwadi Welfare Centres & Society Offices. The Promoters are also

**WHEREAS :**

(a) The Government of Maharashtra is the absolute owner and/or otherwise well and sufficiently entitled to all that piece and parcel of land bearing Survey No. 13, corresponding to CTS No.147, admeasuring 7767.2 sq. mtrs., of Village - Akurli, Taluka - Borivali, MSD, situate, lying and being at Kandivali (East), Mumbai - 400 101, more particularly described in the Schedule hereunder written (hereinafter referred to as the "said property"). The said property is



(b) The said property is occupied by censused slum and accordingly can be developed as per Regulation No. 33 (10) of the Development Control Regulations for Greater Mumbai, 1991;

(c) The Additional Collector (Encroachment / Eviction), Mumbai Suburban District, has under cover of letter dated 6<sup>th</sup> July, 2006 bearing Reference No. AC/ENC-REM/Unit-3/Desk-8/33(10)/SR-

09/05 certified Annexure-II and in accordance therewith there are 261

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structures on the property. Out of 261 structures, 189 structures are held and declared to be eligible. As such, the eligible Slum Dwellers

are required to be accommodated in the course of redevelopment of the said property in the rehab building/s to be constructed on the said property;

(d) The Slum Dwellers on the said property have proposed to form a Society known as "Bandongri Ekta Co-operative Housing Society bearing Registration No. M.U.M. /S.R.A. /H.S.G./(TC)/ 1452 /2008.



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documents, applications, etc., as may be necessary or required by the promoters to put the intention of the parties herein into complete effect.



- 33) It is agreed that after completion of the entire project in all respects including completion of the additional building/structure/floors, if any, which may be constructed in view of floating FSI and after full payments shall have been received by the promoters from all the Flat/Shop Purchaser/s under their respective agreements for sale, the Promoters shall cause to be transferred to the Society or societies or Apex Society all the rights, title and the interest of the Original Owner/Promoters in respect of the said property together with the Building/s by obtaining or executing the necessary Indenture of conveyance/Lease/s and/or assignment/s and/or sub-lease (or to the extent as may be permitted by the authorities) and the said Building/s in favour of such Society or societies or Apex Society, as the case may be and such conveyance/lease/assignment shall be in keeping with the terms and provisions of this Agreement.

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- 34) It is specifically agreed by and between the parties that at the time of execution of Deed of Conveyance/lease in favour of the Society or Societies or Apex Society as the case may be, if any FSI is balance to be consumed on any portion of the said property, the promoters shall be entitled to float the said FSI elsewhere and to any other property and/or otherwise utilise the same as may permitted by the Municipal Corporation of Greater Mumbai.

35) The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a common organisation or towards the outgoings, legal charges and shall utilise the amounts only for purposes for which they have been received.

36) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat/Shop or of the said lands and Building/s or any part thereof in favour of the Flat/Shop Purchaser/s and/or other purchasers of flats in the said Building/s or other Building/s. The Flat/Shop Purchaser/s shall have no claim save and except in respect of the flat hereby agreed to be sold



him and the entire property including all open spaces, lobbies, staircase, recreation spaces, walls, compound wall, lifts, terraces including the right over walls hoarding rights etc., will remain the property of the Promoters and/or the said firm and company who shall be entitled to sell, transfer deal with or dispose of the same in any

manner they deem fit until the entire property including portion and Building/~~is transferred~~ to the Society as herein mentioned.

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37) During the ~~course~~ of construction, the flat/shop purchaser/s may instruct the Promoters to make any addition or alteration including any extra amenities provided the same does not involve any structural changes and is permitted by the Municipal Corporation of Greater Mumbai and for such additional alteration or extra amenities extra cost is paid in advance by the Flat/Shop Purchaser/s to the promoters upon the promoters agreeing to provide the same. The Promoters shall be at

liberty to refuse to provide such or any extra amenities and/or addition and/or alteration without assigning any reason, their absolute discretion.



- 38) Irrespective of the dispute, if any, that may have arisen between the Promoters and the Flat/Shop Purchaser/s and/or the Co-operative Society/Societies, all amounts, contributions and deposits including amounts payable by the Flat/Shop Purchaser/s to the Promoters under this Agreement shall always be paid punctually by the Flat/Shop Purchaser/s to the Promoters and shall not be withheld by the Flat/Shop Purchaser/s for any reasons whatsoever.

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- 39) In the event of the new cooperative Society being formed and registered before the sale and disposal by the Promoters of all the flats, shops, stilt, and other spaces, garages, gardens, terraces, compounds, the power, and authority of the Society and/or Societies so formed of the flat/shop holders and the purchasers of flat/shop and other spaces, shall be subject to the over all authority and control of the promoters in respect of any of the matters concerned the said entire property as per the block plan, the construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold flats, garages, basement, stilt, terraces, compounds, other spaces and the disposal thereof. The Promoters shall be liable to pay only the Municipal taxes at actual rate in respect of the unsold flats. In case, the conveyance is executed in favour of the Co-operative Society before the disposal by the Promoters of all the flats then in such event the

*[Handwritten signature]*

premises and as and when such premises are sold to the persons of the choice and at the discretion of the Promoters, the Co-operative Society shall admit as members the purchasers of such premises/flats without charging any premium or any other extra payment.



Flat/Shop Purchaser/s by himself/herself/themselves or along with the other Flat/Shop Purchaser/s of the said Building/s shall not be entitled to require Promoters to contribute any amount towards maintenance charges or out goings in respect of the flat/unit which remained unsold by the promoters at any time. The Promoters will also be entitled to the refund of Municipal Taxes if any on account of vacancy of any flats/units in the proposed Building/s.

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| 41) The deposits that may be demanded by or paid to the Municipal Corporation of Greater Mumbai/Slum Rehabilitation Authority for the purpose of sanctioning the plans and/or issuing the commencement certificate and/or occupation certificate and/or building/s completion certificate and/or giving water connection to the said building/s and the electric meter deposits to be paid to Tata/Reliance/BSES Ltd., shall be payable by all the flat/shop holders of the said building/s in proportion to the respective costs of their flats/shops/units etc. The Flat/Shop Purchaser/s agrees to pay the promoters such proportionate share of the Flat/Shop Purchaser/s of such deposits at the time of taking possession or within seven days of demand, whichever is earlier. |    |     |
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41) The deposits that may be demanded by or paid to the Municipal Corporation of Greater Mumbai/Slum Rehabilitation Authority for the purpose of sanctioning the plans and/or issuing the commencement certificate and/or occupation certificate and/or building/s completion certificate and/or giving water connection to the said building/s and the electric meter deposits to be paid to Tata/Reliance/BSES Ltd., shall be payable by all the flat/shop holders of the said building/s in proportion to the respective costs of their flats/shops/units etc. The Flat/Shop Purchaser/s agrees to pay the promoters such proportionate share of the Flat/Shop Purchaser/s of such deposits at the time of taking possession or within seven days of demand, whichever is earlier.

42) Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat/Shop Purchaser/s by the Promoters shall not be construed as a



waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat/Shop Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.

- 43) The Flat/Shop Purchaser/s shall present this agreement as well as the conveyance at the proper registration office for the registration within the time limit prescribed under the Registration Act without fail and the Promoters will attend such office and admit execution thereof provided the promoters are informed well in advance about the same. In case of default, the Flat/Shop Purchaser/s shall remain liable to penalty and/or punishment for his negligence.



- 44) All notices to be served on the Flat/Shop Purchaser/s contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat/Shop Purchaser/s, at his/her/their address specified below:-

502/A, Venkatesh Kirti, Balaji Complex,  
150 Feet Road, Bhayander (West),  
Thane-401101.

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- 45) After possession of the said Flat/Shop is handed over to the Flat/Shop Purchaser/s if any additions or alterations in or about or relating to the said Building/s and/or flat are required to be carried out by any statutory authority, the same shall be carried out by the Flat/Shop Purchaser/s and the other acquirers of the flats/shops in the said Building/s at their own costs, expenses, risks and responsibilities and promoters will not in any manner be responsible for the same.

46) The Promoters shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title or interest in the said property or in the said Building/s to be constructed by promoters but the same shall not affect the Flat/Shop purchased by the Flat/Shop Purchaser/s.

47) It is clearly understood and agreed by and between the parties hereto that the promoters shall have the unqualified and unfettered right to sell on ownership basis to any one of their choice, the terrace above the top floor of the said Building/s subject to the necessary means of access to be permitted for such purposes so as to reach the water tanks and lift Room/s of the Building/s and subject to the provisions hereof. The purchaser/s of such terrace/s shall be entitled to make use the same for all purposes whatsoever, as permissible by law. However, such purchaser/s shall not be entitled to enclose or cover the said terrace without the written permission of the promoters and/or the said Society as the case may be and/or the Mumbai Municipal Corporation.



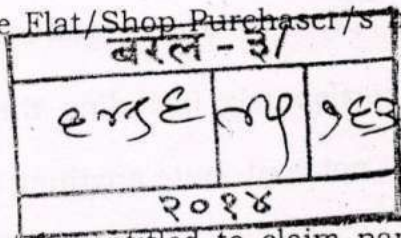
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48) The Flat/Shop Purchaser/s agree/s and confirm/s that in addition to the above Promoters shall also be entitled to utilise any portion of the said property including terrace of the proposed Building/s for the purpose or putting any hoarding and/or cable net work station and/or Cellular Phone Receptors or station or such other use as may be desired by the Promoters and such hoarding may be of such nature, type or mode as may be decided and desired by the promoters without any consent or permission of the Flat/Shop Purchaser/s. However in the event, any Municipal taxes and/or cesses or other amounts are payable to any local authorities including MCGM in respect of the said hoarding or installation of network stations as aforesaid, the same shall be borne

and paid by the Promoters alone. The Promoters shall also be entitled to assign and sell the said rights in respect of the said user as envisaged in this clause to any person/s and for such consideration and on such and terms and conditions as may be decided by the Promoters without in any way being accountable to the Flat/Shop Purchaser/s herein. The Flat/Shop Purchaser/s shall not be entitled to demand any reduction in price of the said Flat/Shop or object to the promoters using the said property in the manner aforesaid on any ground whatsoever. For the purpose of the above, the promoters, their nominees, agents, servants shall also be entitled to enter upon the said property for the purpose of putting up such hoarding/s and network (station) etc., as well as for operating and maintaining the same from time to time.



49) Under no circumstances, the possession of the flat/shop shall be given to the Flat/Shop Purchaser/s unless and until all payments required to be made under the Agreement by the Flat/Shop Purchaser/s has been made by him/her/them.

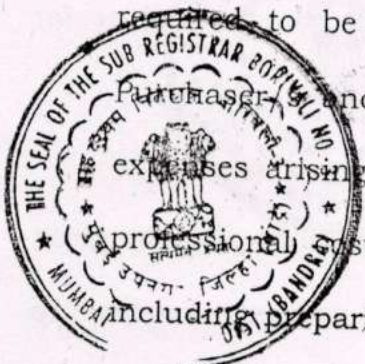


50) The Flat/Shop Purchaser/s shall not be entitled to claim partition of his/her/their share in the said property and/or the said Building/s known as "SUMUKH HILLS" and/or the said Flat/Shop and the same shall always remain undivided and impartible.

51) The Transfer Deed and all documents shall be prepared by the Advocates of the Promoters and shall contain covenants and conditions therein as the Promoters may deem fit and proper and other clauses which they think necessary and desirable.

52) The Flat/Shop Purchaser/s shall sign all papers and documents and do all other things that the promoters may require him to do from time to time in this behalf including for safeguarding the interests of the Promoters and holders of other shops/offices/garages/hoarding space etc., in the Building/s on the said property.

53) All costs, charges and expenses in connection with the formation of the Co-operative Society/Societies / Apex Society as well as the costs, charges and expenses of preparing, engrossing, stamping and registering this and all other Agreements, covenants, deeds including Deed of Conveyance/Assignment/Lease or any other documents required to be executed by the Promoters and/or the Flat/Shop



Purchaser and out of pocket expenses and all costs charges and expenses arising out of or under these presents as well as the entire professional costs of the Advocates or Solicitors for the Promoters including preparing and approving all such documents shall be borne and paid by the acquirers of the tenements or by the Society proportionately including the Flat/Shop Purchaser/s. The promoters shall not contribute anything towards such expenses. The proportionate share of the costs, charges, and expenses payable by the Flat/Shop

Purchaser/s shall be paid by the Flat/Shop Purchaser/s immediately

on demand.

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54) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in the front of or adjacent to the terrace flats in the said Building/s, if any, shall belong exclusively to the Promoters unless sold by the Promoters to the respective purchasers of the terrace flat and in the event of sale thereof such terrace spaces

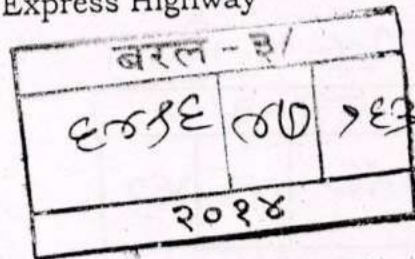
shall be intended to and shall be for the exclusive use of the respective terrace Flat/Shop Purchaser/s. The said terrace shall not be enclosed by the Flat/Shop Purchaser/s till the permission in writing is obtained from the concerned local authority and the promoters the Society or as the case may be.

55) This Agreement shall always be subject to the provision of The Maharashtra Ownership Flats Act, 1963 and the rules made thereunder.

**THE SCHEDULE ABOVE REFERRED TO:**

All that piece and parcel of land or ground situate, lying and being at Kandivali (East), Municipal R/South ward, Kandivali (East), Mumbai 400 101 bearing survey No. 13 corresponding to CTS No. 147, admeasuring 7767.20 sq. mtrs., of Village - Akurli, Taluka Borivali, of Mumbai Suburban District, in the registration district and sub-district of Mumbai Suburban and is bounded, that is to say:

On or towards North by : C.T.S. No. 146  
On or towards South by : C.T.S. No.136  
On or towards West by : Gaushala & C.T.S. No.146/7  
On or towards East by : Western Express Highway



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

SIGNED SEALED AND DELIVERED

the withinnamed 'PROMOTERS'

M/S. YOGSIDDHI DEVELOPERS

Through their Partners

1. CHIRAG V. VASANI

2. YOGESH R. KADAM

In the presence of .....

*Chirag V.*



Yogesh R.



SIGNED SEALED AND DELIVERED

the withinnamed 'FLAT/SHOP

PURCHASER/S'

Devang Shah through  
Constituted attorney Mr Nitesh Shah

In the presence of .....

Witness

*Nitesh*



1) NIRALI. N. SHAH.

*Nirali*

2) MHAR. H. SHAH.  
Sunny. M. Patel

*Sunny M. Patel*

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RECEIVED the day and year first }  
hereinabove written of and from the }  
withinnamed Flat/Shop Purchaser/s }  
a sum of Rs. 1,00,000/- }  
(Rupees One lac only) }  
being the amount of earnest money to be }  
paid by them to us by ~~cash~~/cheque No. }  
000082 on \_\_\_\_\_ }  
Bank of India }  
dated 19/10/14 } Rs. 1,00,000/- }  
(Subject to realisation of cheque)

WE SAY RECEIVED  
For M/s. Yogsiddhi Developers

*Handwritten signature*

*Handwritten signature*

Partner/s  
(PROMOTERS)

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## ANNEXURES

- ANNEXURE "A" - Certificate of Title  
ANNEXURE "B" - Property Card  
ANNEXURE "C" - Intimation of Approval  
ANNEXURE "D" - Letter of Intent  
ANNEXURE "E" - Commencement Certificate  
ANNEXURE "F" - Location Plan, Block/Key Plan  
ANNEXURE "G" - Typical Floor Plan  
ANNEXURE "H" - Amenities & Common Amenities  
ANNEXURE "I" - Schedule of Payment

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## ANNEXURE " A "

**DINESH MALEKAR**  
B.Com., L.L.B.  
Advocate High Court

B/106, Borivli Shopping Centre,  
Chandavarkar Road,  
Borivali (W), Mumbai - 400 092.  
Tel.: 2895 84 00/ 01 / 02  
E-mail : [dineshmalekar@yahoo.com](mailto:dineshmalekar@yahoo.com)  
[sunassociates@mnl.net.in](mailto:sunassociates@mnl.net.in)

### TITLE CERTIFICATE

#### TO WHOMSOEVER IT MAY CONCERN

My clients, M/s. Yogsiddhi Developers, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 and having their Principal place of business at Shree Sunukh Darshan, Block No. 103, behind Parekh Nagar, Near Swami Vivekanand International School, Kandivali (West), Mumbai - 400 067, (hereinafter referred to as "my Clients") have handed over to me, copies of certain documents/title deeds with instructions to investigate their right and entitlement to the property more particularly described in the Schedule hereunder written (hereinafter referred to as the "Said Property"). In the course of investigation of title, I have caused searches to be taken with the offices of the Sub-Registrar of Assurances at Mumbai, Bandra and Borivali for the years 1983 to 2012 (30 years) and my clients have also published a public notice in the Free Press Journal and Navshakti both dated 3<sup>rd</sup> September, 2007, informing the public at large in respect of the development carried out by my clients on the Said Property. I have perused copies of the various documents/title deeds referred to in this Report. The following emanates there from:

1. My Clients are undertaking redevelopment of the Said Property under the provisions of Regulation 33 (10) of the Development Control Regulations for Greater Mumbai, 1991 (hereinafter referred to as "the DCR, 1991").
2. The Said Property as per the Property Registered Card belongs to State of Maharashtra.

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|------|----|-----|
| 2008 |    |     |
| 2008 | 49 | 929 |



3. The Said Property is a censused slum area as per the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971.
4. The Municipal Corporation of Greater Mumbai (hereinafter referred to as "the MCGM") has formulated and approved a policy for the re-development of Slums (hereinafter referred to as "the Said Policy") through participation of slum dwellers under the slum rehabilitation scheme as per the provisions contained in Regulation 33 (10) of the DCR, 1991, which has been approved by the Government of Maharashtra. The term "the Said Policy" wherever the same appears hereinafter, shall also mean to include all additions, alterations and modifications made thereto from time to time.
5. The Slum Rehabilitation Authority (hereinafter referred to as "the SRA") is designated as the Planning Authority, under the provisions of the Maharashtra Regional and Town Planning Act, 1966, for implementing the Said Policy in Mumbai.

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The Said Property was occupied by 261 (Two Hundred and Sixty One) slum structures which are occupied by various slum dwellers as per Annexure II issued by the Additional Collector, Encroachment & Eviction (hereinafter referred to as "the Slum Dwellers").

7. All the Slum Dwellers had in furtherance of their intent to get the Said Property redeveloped under the Said Policy, agreed to form themselves into a proposed co-operative society/association namely Bandongri Ekta Co-operative Housing Society (Proposed) (hereinafter referred to as "the Proposed Society").
8. By and under a Development Agreement dated 13/1/2005 made by and between my Clients, of the One Part and Bandongri Ekta Co-operative Housing Society (Proposed) of the other part, the said Bandongri Ekta Co-operative Housing Society (Proposed) granted full and exclusive



development rights to and in favour of my Clients in respect of the Said Property, for consideration and other terms and conditions more particularly contained therein.

9. The said Bandongri Ekta Co-operative Housing Society (Proposed) also executed an Irrevocable Power of Attorney dated 13/1/2005 in favour of nominees/partners of my Clients, thereby conferring various powers and authorities in respect of the Said Property. The members of the proposed society also gave their consent to my clients by entering into an Joint Development Agreement dated 13/1/2005.
10. My Clients are thus appointed as the developer by the Proposed Society formed by the Slum Dwellers occupying the Said Property in accordance with the provisions of Regulation 33 (10) of the DCR, 1991 in respect of the Said Property and thus became entitled to develop the same under the Said Policy.
11. My Clients thereafter prepared and submitted the requisite scheme for the redevelopment of the Said Property to the SRA and in pursuance thereof, the concerned authorities have issued requisite the Annexure I, Annexure II and Annexure III to my Clients for redevelopment/development of the Said Property.
12. As per the Annexure II issued by the Additional Collector, Encroachment & Eviction, out of the 261 (Two Hundred and Sixty One) Slum Dwellers occupying the slum structures on the Said Property, 189 (One Hundred and Eighty Nine) Slum Dwellers are declared as protected structures under the Said Scheme and are declared as eligible for rehabilitation. Out of the 189 (One Hundred and Eighty Nine) eligible slum structures, 163 (One Hundred and Sixty Three) slum structures are residential structures, 11 (Eleven) slum structures are commercial structures, 07 (Seven) slum structures are residential-cum-commercial structures and 09 (Nine) structures are designated as an Ex. Amenities structures.

*Signature*

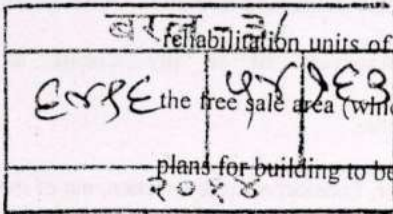
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13. The Said Property is government land belonging to the State of Maharashtra. Accordingly, as per the provisions of the Said Scheme, a person undertaking a redevelopment scheme under the provisions of Regulation 33 (10) of the DCR, 1991 has to pay a premium to the SRA for the purpose of undertaking development thereof.

14. The SRA had issued a Letter of Intent dated 21<sup>st</sup> June, 2007 bearing number SRA/ENG/1229/RS/STGL/LOI in favour of my Clients. Pursuant thereto, the SRA has issued two Revised Letter of Intent to my Clients dated 30<sup>th</sup> September, 2009 bearing number SRA/ENG/1229/RS/STGL/LOI and Letter of Intent dated 11<sup>th</sup> December, 2012 bearing number SRA/ENG/1229/RS/STGL/LOI in favour of my Clients for undertaking development of the Said Property.

15. Pursuant thereto, the SRA approved the plans for construction of the buildings to be constructed on the Said Property and issued in favour of my Clients, three Intimation of Approvals dated 12<sup>th</sup> November, 2007, 24<sup>th</sup> February, 2010 and 11<sup>th</sup> December, 2012 all bearing number SRA/ENG/1977/RS/STGL/AP in respect of the buildings which would comprise the rehabilitation units of the eligible Slum Dwellers and for the building/s, which would comprise the free sale area (which my Clients are entitled to sell in the open market) and thereby approved plans for building to be constructed on the Said Property.



16. The Slum Dwellers have vacated their respective premises on the Said Property and my Clients have thereafter demolished the existing structures standing on the Said Property.

17. The SRA has thereupon issued a Commencement Certificate dated 26<sup>th</sup> February, 2008 bearing number SRA/ENG/1977/RS/STGL/AP and Proposed Sale Buildings, thereby has permitted my Clients to commence construction of the Proposed Rehab Building and the Proposed Sale Building. The said Letters of Intent, said Intimations of Approval and said Commencement Certificate shall be hereinafter collectively referred to as the "Building Approvals".



13. The proposed society is now a registered society known as BANDONGRI EKTA CO-OPERATIVE HOUSING SOCIETY LIMITED, bearing no. MUM/SRA/HSG/(TC)/11452/2008.
19. The Maharashtra Pollution Control Board has granted its consent for the said project/scheme vide letter dated 24/12/2010 bearing consent no. BO/RO(HQ)/Pune/CE/CC-39 to my clients.
20. The Government of Maharashtra through its Secretary (Environment Department & MS. SEIAA) vide letter dated 5<sup>th</sup> February, 2011 bearing no. SEAC 2010/CR.472/TC2 has granted environmental clearance for the said scheme of my clients. My clients have also published a public notice in two local newspapers namely the Free Press Journal and Navshakti informing the public at large that the project has been accorded environmental clearance and copies of the clearance letter are available with the Maharashtra Pollution Control Board and may also be seen at the website mentioned therein.
21. In pursuance of the Public Notices, published by my clients in two newspapers viz. Navshakti and Free Press Journal both dated 3<sup>rd</sup> September, 2007 informing the public at large about the Development of said property to be carried out by my clients, my clients confirm that till date they have not received any claims in response thereto.
22. I have inspected the originals of the Development Agreements dated 13/1/2005, Joint Consent/Development Agreement and also the Power of Attorney dated 13/1/2005 and I have perused copies of the remaining documents referred to above.
23. In view of the aforesaid, subject to the information provided by my clients in so far as inviting objections and/or intimating the public at large in respect of development of the said scheme by way of publication in the local newspapers, I am of the considered opinion that my Clients are entitled to carry on full and exclusive development of the Said Property in accordance with the

*Signature*

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terms and conditions of the documents recited above and further in accordance with the Building Approvals that have been issued and which may be further issued to my Clients and that the Property of my Clients viz. M/s. Yogsiddhi Developers to the development of the Said Property is clear and free from reasonable doubts and encumbrances.



**THE SCHEDULE ABOVE REFERRED TO**

That piece and parcel of land and ground bearing C.T.S. No. 147 of Village Akurli, Taluka Borivali admeasuring 7767.20 square meters of area approximately lying, being and situate at the Kandivali (East), Municipal Ward R/South Ward, Kandivali (East), Mumbai 400 101 in the registration district and sub-district of Mumbai Suburban and is bounded as follows:

- On or towards North by : C.T.S. No. 146  
On or towards South by : C.T.S. No. 136  
On or towards West by : C.T.S. No. 146/7  
On or towards East by : Western Express Highway

Dated this 9<sup>th</sup> day of April, 2013.

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*D.K. Malekar*  
**DINESH MALEKAR**  
(ADVOCATE, HIGH COURT)

ANNEXURE " B "



मालमत्ता पत्रक

|                         |                  |                                       |                             |                               |
|-------------------------|------------------|---------------------------------------|-----------------------------|-------------------------------|
| विभाग/मैत्रे -- आकुर्ली |                  | तालुका/न.भु.मा.का. -- न.भू.अ.गोरेगांव |                             | जिल्हा -- मुंबई उपनगर, जिल्हा |
| गा.पुण्य                | शिट नंबर         | प्लॉट नंबर                            | क्षेत्र                     | धारणाधिकार                    |
| क्रमांक. प्र.प्लो. न.   |                  |                                       | चौ.मी.                      |                               |
| १४७                     |                  |                                       |                             |                               |
|                         |                  | ७७६७.२                                | G                           |                               |
| सुविधाधिकार             | ----             |                                       |                             |                               |
| हक्काचा मूळ धारक        | महाराष्ट्र सरकार |                                       |                             |                               |
| वर्ष १९६७               |                  |                                       |                             |                               |
| पट्टेदार                | --               |                                       |                             |                               |
| इतर भार                 | --               |                                       |                             |                               |
| इतर शेरें               | --               |                                       |                             |                               |
| दिनांक                  | व्यवहार          | खंड क्रमांक                           | नविन धारक (धा)              | साक्षात्कन                    |
|                         |                  |                                       | पट्टेदार (प) किंवा भार (धा) |                               |

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 न.भू.अ.गोरेगांव  
 २०१४  
 मुंबई उपनगर जिल्हा

तपासणी करणारा - खरी नक्कल -

एक प्रत तयार करणेसाठी २०१४ मध्ये नक्कल करणेसाठी .....  
 एक प्रत तयार करणेसाठी २०१४ मध्ये नक्कल करणेसाठी .....  
 एक प्रत दिल्याची तपासणी २०१४ मध्ये करणेसाठी .....  
 एक प्रत तयार करणेसाठी २०१४ मध्ये नक्कल करणेसाठी .....  
 एक प्रत तयार करणेसाठी २०१४ मध्ये नक्कल करणेसाठी .....

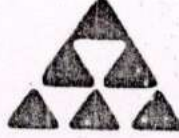


व्यवहार करणेसाठी

सत्य प्रतिलिपी

२०१४  
 मुंबई उपनगर जिल्हा

## ANNEXURE " C "



### Slum Rehabilitation Authority

Administrative Building,  
Pr. Anant Kanekar Marg,  
Bandra (East), Mumbai-51  
Email: info@sra.gov.in  
Tel : 26565800; 26590405/1879/0993  
Fax : 022-26590457



No.SRA/ENG/1977/RS/STGL/AP

Date: 11 DEC 2012

To,  
**Shri Sanjay Sharad Neve,**  
of M/s. Sanjay Neve & Associates,  
302, Oomkareshwar, Linking road,  
Behind Kandarpada Talav,  
Dahisar (W), Mumbai - 068.

**Sub:** Proposed Amended Plans for composite building on plot bearing  
C.T.S. No. 147 of village Akurli, Taluka Borivali at Kandivali (E),  
Mumbai known as 'Bandongari Ekta CHSL (Proposed)'.

Ref: Your Letter dated 06.04.2012

Gentleman,

With reference to the above amended plans submitted by you for the  
sale building are hereby approved by this office subject to following  
conditions.

1. That the conditions mentioned in the Revised LOI issued under No. SRA/ENG/1229/RS/STGL/LOI on 30.09.2009 shall be complied with.
2. That the conditions of the IOA under No. SRA/ ENG/ 1977/ RS/ STGL/AP dated 02.11.2007 and amended plan issued U/r no. SRA/ENG/1977/RS/STGL/AP dated 24.02.2010 shall be complied with.
3. That the revised structural designs and calculations as per amended approved plans shall be submitted.
4. That the revised drainage approval shall be got approved as per amended plans.
5. That the final plan mounted on canvas shall be submitted before asking for O.C.C. permission.
6. That you shall pay all the dues under infrastructural charges and tenement deposit, Extra water & sewerage charges etc. at respective stages, as per SRA policy.





7. That you shall submit NOC from E.E. (Storage) & H.E. for mechanically ventilated basement, before asking F.C.C to sale wing.
8. That you shall submit revised C.F.O. N.O.C.
9. that you shall submit the registered undertaking against the misuse of parking spaces, A.H.U.'s, Elevation features, service floor, part/pocket terrace and Refuge areas, etc, before asking F.C.C. to sale wings.
10. That you shall submit E.E. (T & C)'s remarks for parking layout before issue of further C.C. to sale wings.
11. That you shall submit tripartite agreement before Occupation Certificate.
12. That you shall submit vetting of structural design for the high rise building before re-endorsement of Occupation Certificate.
13. That you shall pay the requisite premium and deposits as per policy.
14. That you shall submit registered undertaking for payment of difference in premium.
15. That you shall submit the NOC from Reliance Energy for electrical sub station, before asking F.C.C to sale wings.
16. That you shall submit MOEF Clearance Report asking C.C. beyond 20,000 Sq.mts.

One set of amended plan is returned herewith as token of approval.

Yours Faithfully,

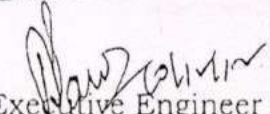
Executive Engineer II  
Slum Rehabilitation Authority

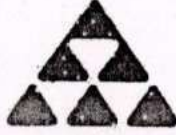
Copy to:

1. M/s. Yogsiddhi Developers.
2. A.C.(R/S) Ward.
3. A.E. W.W. (R/S) Ward.
4. A.A. & C (R/S) Ward.

For information please.

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Executive Engineer II  
Slum Rehabilitation Authority



**Slum Rehabilitation Authority**

5th Floor, Griha Nirman Bhavan, Bandra (East), Mumbai 400 051.

Fax : 022-26590457

Tel : 022-26590519 / 0405 / 1879 / 0993

**No.SRA/ENG/1977/RS/STGL/AP**

Date:

24 FEB 2010

To,  
Shri. Sanjay Sharad Neve,  
of M/s. Sanjay Neve & Associates,  
302, Oomkareshwar, Linking road,  
Behind Kandarpada Talav,  
Dahisar (W), Mumbai - 068.

Sub: Proposed Amended Plans for composite building on plot bearing  
C.T.S. No. 147 of village Akurli, Taluka Borivali at Kandivali (E),  
Mumbai known as 'Bandongari Ekta.CHSL (Proposed)'.  
Ref: Your Letter dated 05/10/2009.

Gentleman,

With reference to the above amended plans submitted by you for the  
sale building are hereby approved by this office subject to following  
conditions.

1. That the conditions mentioned in the Revised LOI issued under No. SRA/ENG/1229/RS/STGL/LOI on 30.09.2009 shall be complied with.
2. That the conditions of the IOA under No. SRA/ENG/1977/RS/STGL/AP dated 12.11.2007 shall be complied with.
3. That the revised structural designs and calculations as per amended approved plans shall be submitted.
4. That the revised drainage approval shall be got approved as per amended plans.
5. That the final plan mounted on canvas shall be submitted before asking for O.C.C. permission.
6. That you shall pay all the dues under infrastructural charges and tenement deposit, Extra water & sewerage charges etc. at respective stages, as per SRA policy.
7. That you shall submit NOC from E.E. (M & E); E.E. (Sewerage) & H.E. for mechanically ventilated basement, toilet blocks.
8. That you shall submit Personal Identification Proforma and PAN Card before asking C.C. to the proposed building.
9. That you shall submit revised C.F.O. N.O.C.

10. that you shall submit the registered undertaking against the misuse of parking spaces, A.H.U.'s, Elevation features and Refuge areas etc.
11. That you shall submit NOC from MOEF Deptt. Before asking further C.C.
12. That you shall submit E.E. (T & C)'s remarks for parking layout before further C.C.
13. That you shall submit appoint T.P.Q.A. & P.M.C. before re-endorsement of C.C.
14. That you shall submit tripartite agreement before Occupation Certificate.
15. That you shall submit vetting of structural design for the high rise building before re-endorsement of Occupation Certificate.
16. That you shall pay the requisite premium and deposit.
17. That you shall submit registered undertaking for payment of difference in premium.
18. That you shall submit the registered undertaking for not misusing the service floor.
19. That you shall submit the remarks of E.E. (M & E), MCGM, for Air Handling Units.
20. That you shall submit registered undertaking for not misusing the part terraces.
21. That you shall submit the NOC from Reliance Energy for electrical sub station.

One set of amended plan is returned herewith as token of approval.

Yours Faithfully,

*[Signature]*  
Executive Engineer II  
Slum Rehabilitation Authority

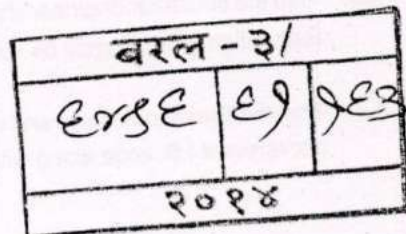
12 4 FEB 2010

Copy to:

1. M/s. Yogsiddhi Developers
2. A.E. W.W. (R/S) Ward.
3. A.A. & C (R/S) Ward.
4. Dy. Collector (SRA).

For information: please.

*[Signature]*  
Executive Engineer II  
Slum Rehabilitation Authority





## SLUM REHABILITATION AUTHORITY

5th floor, Griha Nirman Bhavan, Bandra (E) Mumbai - 400 051.

Intimation of Approval under Sub regulation 2.3 of Appendix - IV  
of D.C.R. No. 33 (10) Dt. 15.10.97 for Brihanmumbai.

No. SRA/ENG/.....1977/RS/STGL/AP/.....

2 NOV 2007

To,

SHRI YOGESH RAMDAS KADAM

Partner of M/s. Yogsiddhi Developers,

With reference to your Notice, letter No. 5884 dated 12/Sept/2007 and delivered on 200 and the plans, Sections, Specifications and Description and further particulars and details of your building at on Land bearing C.T.S.No.147 of Village: Akurli, Taluka: Borivli at Kandivli (East), Near W.E. High way, known as Bandongari, Ekta Co-op. Hsg. Society.

furnished to me under your letter, dated 12/Sept/2007 200 I have to inform you that the proposal of construction of the building or work proposed to be erected or executed is hereby approved under section 45 of the Maharashtra Regional & Town Planning Act, 1966 as amended up-to-date, subject to the following conditions :

**A. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL**

A.1) That the Commencement Certificate us/ 44/69 (1) of the MR & TP Act, Shall be obtained before starting the proposed work.

A.2) That the compound shall be constructed, after getting the plot demarcated from the concerned authority, on all sides of the plot clear of the road side drain without obstructing the flow of rain water from the adjoining holding, to prove possession of holding before starting the work as per D.C. Regulation No. 38 (27)

A.3) That the structural Engineer shall be appointed, and the Supervision memo as per Appendix XI D.C. Regulation 5(3) (ix) shall be submitted by him.

A.4) That the Structural design and calculations for the proposed work accounting for system analysis as per relevant I.S. code along with plan shall be submitted before C.C.



Subject to your so modifying your intention as to comply the aforesaid mentioned conditions and meet by requirements. You will be at liberty to proceed with the said building or work at anytime before the \_\_\_\_\_ day of \_\_\_\_\_ 200 but not so as to contravene any of the provisions of the said Act as amended as aforesaid or any rule, regulations of bye-law made under that Act at the time in force.

Your attention is drawn to the special instructions and Notes accompanying this Intimation of Approval

*-sd-*  
Executive Engineer, (S.R.A.) III

### SPECIAL INSTRUCTIONS

- (1) IN CASE OF PRIVATE PLOTS THIS INTIMATION OF APPROVAL GIVES NO RIGHT TO BUILD UPON LAND WHICH IS NOT YOUR PROPERTY.
- (2) Under Section 151 & 152 of M.R & T.P. Act 1966, as amended the Chief Executive Officer, Slum Rehabilitation Authority has empowered the Chief Engineer (S.R.A.)/ Executive Engineer (S.R.A.) to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the C.E.O. (S.R.A.) by section of the said Act.
- (3) Proposed date of commencement of work should be communicated to this office.
- (4) One more copy of the block plan should be submitted to the Collector, Mumbai / Mumbai Suburbs District as the case may be.
- (5) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai / Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the rate that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Attention is drawn to the notes Accompanying this Intimation of Approval.

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12 NOV 2007



That the low lying plot shall be filled up to a reduced level of at least 92 or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and shall be levelled, rolled, consolidated and sloped towards road.

The specifications for layout access/D.P. Road/setback land shall be obtained from E.E. (Road Construction) & E.E. (SWD) & or access/setback road shall be constructed in W.B.M./before starting the construction work. And the access and setback land shall be developed accordingly including providing streetlights and S.W.D. The completion certificate shall be obtained from E.E. (R.C.) /E.E. (S.W.D.) before submitting Building completion certificate.

- 7) That the regular/sanctioned/proposed lines and reservation shall be got demarcated at site through A.E. Survey/ E.E. (T & C)/E.E. (D.P.) of MCGM/D.I.L.R. before applying for C.C.
- 8) That the drainage layout shall be submitted & got approved and the drainage work shall be executed in accordance with the requirements of the M.C.G.M.
- 9) That the Reg. U/T and additional copy of plan shall be submitted for agreeing to hand over the set back land free of compensation and that the set back handing over certificate shall be obtained from W.O. of M.C.G.M and that the ownership of the set-back land shall be transferred in the name of M.C.G.M. before C.C.
- 10) That the indemnity Bond indemnifying the CEO (S.R.A.) for damages, risks, accidents, etc. and to the occupiers and an undertaking regarding no nuisance shall be submitted before C.C./starting the work.
- 11) That the requirements of NOC from EE (SWD)/EE (T & C)/EE (RC)/EE (Sew)/EE (WW)/CFO/E.E.(Mech) shall be obtained before requesting for CC and requisition shall be complied with before occupation certificate/BCC.
- 12) That the Registered site supervisor through Architects /Structural Engineer shall be appointed before applying for C.C.& quarterly report from the site supervisor shall be submitted through the Architect/ Structural Engineer certifying the quality of the construction work carried out at various stages of the work or whenever demanded by the Executive Engineer (SRA).

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| Executive Engineer (SRA)  |  |
| 13) That no dues pending certificate from EE (WW) shall be submitted before |  |
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- 14) That the N.O.C. from the A.A. & C. R. Subward shall be submitted and the requisitions, if any shall be complied with before CC.
- 15) That the NOC from HE shall be submitted before requesting for CC.
- 16) That the copy of application made for Non Agricultural user permission shall be submitted before CC.
- 17) That the Regd. U/t from the developer to the effect that the meter cabin, Stilt portion, society office, servant's toilet, part / pocket terrace, & service floor shall not be misused in future shall be submitted before C.C.
- 18) That the development charges as per MR & TP (amendment) Act 1992 will be paid before CC.
- 19) That the CTS plan and PR Card area written in words through SLR shall be submitted before CC.
- 20) That the provisions for Reliance Energy/ M.T.N.L. shall be made.
- 21) That the conditions mentioned in the release letter of EEDP u/no. CHE/1265/DPWS/ R dtd. 15/04/2005 shall be complied with before C.C.
- 22) That the PCO charges shall be paid to Insecticide Officer before requesting for CC for providing treatment at construction site to prevent Epidemics like Dengue, Malaria, etc. is made to the insecticide Officer of the concerned Ward office and provision shall be made as an when required by insecticide Officer for inspection of water tanks by providing safe and stable ladder etc. and requirements as communicated by the insecticide Officer shall be complied with.
- 23) The proportionate sewerage line charges as worked out by Dy.Ch.Eng. (Sew. planning) shall be paid in that office before requesting CC.
- 24) That no construction work shall be allowed to start on the site unless labour insurance is taken act for concerned labours to cover the compensation and compliance of same shall be intimated by Architect / Developer.
- 25) That the requisition of clause 45 & 46 of DCR 91 shall be complied and records of quality of works, verification report, etc. shall be maintained on site till completion of the entire work.
- 26) That the Regd. u/t. shall be submitted for payment of difference in premium paid and calculated as per revised land rates before C.C.

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- That the Regd u/t from the developer shall be submitted stating therein that the purchaser will not ask any compensation from any authority regarding inadequate open spaces available in the bldg and that a necessary clause in the agreement with the purchaser will be inserted.
- 28) That the bldg. will be design complying requirement of all the relevant IS codes including IS code 1893 for earthquake design, the certificate to that effect shall be submitted from structural engineer.
  - 29) That the soil investigation will be done and report thereof will be submitted with structural design before requesting for CC.
  - 30) That the NOC from Tree Authority shall be submitted and requirement therein shall be complied with before requesting for CC.
  - 31) That provisions of rain water harvesting as per the design prepared by approved consultants in the filled shall be made while developing plots having area more than 1000 Sq.mts.
  - 32) That the requirements of clause 40 & 41 of DCR 1991 shall be incorporated in proposed plan and requirements shall be complied with before submitting BCC.
  - 33) That the bore well shall be constructed in consultation with HE. Before requesting for CC.
  - 34) That the Pan Card with the photo of the applicant as per prescribed Proforma shall be submitted before CC.
  - 35) That the entire exterior wall shall be constructed as per circular u/no. C/PD/12387 dtd. 17/3/2005.
  - 36) That the requisite premiums/deposits etc. shall be paid before C.C.
  - 37) That the Reg. u/t in prescribed Performa agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall be submitted before C.C.
  - 38) That the applicable conditions of Letter of Intent shall be complied with before C.C.
  - 39) That the Registered undertaking for essential maintenance of Electro Mechanical & Civil works for the period of 10 years from grant of occupation certificate shall be submitted before C.C.
  - 40) That the Registered undertaking for necessary condition in the

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agreement of prospective purchase for maintenance of car lifts ramps, staircase etc below the rehab building shall be submitted before C.C.

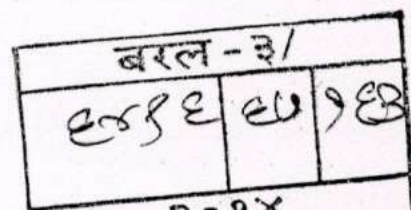
- 41) That the Registered undertaking for necessary precautions for compliance of clause (iii) of regulations 52(6) of DCR 1991 by prospective purchase shall be submitted before C.C.

**B. THAT THE FOLLOWING CONDITIONS ARE COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE:**

- 1) That a plan showing the dimensions of the plinth and the available open spaces certified by the Architect shall be submitted and the same shall be got checked from the sub. Engineer (S.R.A.).
- 2) That the water connection for construction purposes will be taken before CC.
- 3) That plans for Architectural elevation and projection beyond proposed bldg. Line will be submitted and got approved before CC.
- 4) That the permission of constructing temporary structure of any nature shall be obtained.
- 5) That the stability certificate for work carried out upto plinth level / stilt level shall be submitted from the License Structural Engineer.
- 6) That the quality of construction work of bldg. shall be strictly monitored by concerned Architect, Site supervisor, Structural Engineer and periodical report, stage wise on quality of work carried out shall be submitted by Architect with test result.
- 7) The remarks from authorised/reputed company in air conditioning field for minimum size requirement of the proposed floor area under A.H.U's shall be submitted.

**C. THAT THE FOLLOWING GENERAL CONDITIONS ARE COMPLIED WITH BEFORE GRANTING O.C. TO ANY PART OF THE PROPOSED BUILDING**

- 1) That the some of drains shall be laid internally with C.I. pipes.
- 2) That 159 Nos. of tenements for PAP with carpet area each of 20.90 Sq.Mts. as per letter of intent of Dy. Ch.Eng. (SRA) under reference No. SRA/ENG/1229/RS/STGL /LOI dtd. 21/06/2007 shall be handed over before asking for occupation/B.C.C. for the last sale building in the layout.





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That the conditions mentioned in the release letter of EEDP u/no. CHE/1265/DPWS/ R dtd. 15/04/2005 shall be complied with before C.C.

- 4) That the final completion certificate/NOC shall be obtained from E.E. (R.C.) /E.E. (S.W.D.)/HE Dept/Lift Inspector E.E.(T & C), C.F.O, E.E.(M.V.) before submitting Building completion certificate.
- 5) That the dustbin shall be provided as per requirement of this office.
- 6) That carriage entrance shall be provided before starting the work.
- 7) That the surface drainage arrangement will be provided in consultation with E.E. (S.W.D.) or as per his remarks and a completion certificate will be obtained and submitted before applying for Occupation Certificate/B.C.C.
- 8) That BCC will be obtained and IOA and debris deposit etc. will be claimed for refund within a period of 6 years from the date of BCC.
- 9) That the Non Agricultural permission/revised N.A. shall be submitted before occupation.
- 10) That 3.00 mts. wide paved pathway up to staircase shall be provided.
- 11) That the surrounding open spaces, parking spaces and terrace will be kept open and unbuilt upon and shall be levelled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.
- 12) That the name plate/board showing Plot No., Name of the Bldg. etc. will be displayed at a prominent place.
- 13) That the terraces, sanitary blocks, nahanis in kitchen will be made water proof and same will be provided by method of ponding and all sanitary connections will be made leak proof and smoke test will be done.
- 14) That the final NOC from AA & C / R/S shall be obtained and the requisition if any shall be complied with before OCC.
- 15) That the requirements from the M.T.N.L. and Reliance Energy shall be obtained and complied with before asking occupation permission.
- 16) All the conditions of Letter of Intent shall be complied with before asking for occupation certificate of sale building.

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- 17) That stability Certificate from Structural Engineer in prescribed Performa 'D' along with the final plan mounted canvas should be submitted.
- 18) The Building Completion Certificate in prescribed Performa certifying work carried out as per specification shall be submitted.
- 19) That layout R.G. shall be developed as per D.C. Regulation, 1991.
- 20) That you shall display bi-lingual sign boards on site & painting of SRA logo on rehabilitation buildings as per circular no. 64.
- 21) That copy of agreement with the purchaser of sale unit with a clause therein that the purchaser will not claim any compensation from any authority regarding inadequate open spaces available in the bldg.
- 22) That you shall make necessary arrangement for provision of rain water harvesting in the existing building & also proposed buildings in the scheme.
- 23) That canvas mounted plans shall be submitted along with notice of completion of work u/s 353 F of MMC Act for work completed on site.
- 24) That every part of the bldg. constructed and more particularly OH tank will be provided with a provision of safe and stable ladder.
- 25) That site supervisor certificate for quality of work and completion of work shall be submitted in prescribe format.
- 26) That some of drains shall be laid internally with CI pipes.
- 27) Vermiculture bins for disposal of wet waste as per design and specification of organisation/ individuals specialise in this field, as per the list furnished by solid waste management dept. of MCGM. Shall be provided.
- 28) That the agreement between Builder/Developer and the essential agency or maintenance of Electro mechanical & civil works for a period of 10 years from grant of O.C.C with consent of the society shall be submitted.
- 29) The copy of agreement with the purchaser of sale unit with a clause therein that the purchaser will maintain the Basement & stilt parking, Ramp, car lift, stilt parking at 3rd floor level below the rehab building.
- 30) That the registered undertaking therein that the necessary precautions for compliance of clause (iii) of regulations 52(6) of DCR 1991 by

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prospective purchaser shall be submitted.

- 31) That the registration of Co-op. Hsg. Society of prospective purchaser shall be submitted.
- 32) That you shall handover vacant 25% of reservation land under BRS to Best Authority or any competent Authority and separate P.R.C. shall be submitted.

**D. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE B.C.C.:**

- 1) That certificate under Section 270A of B.M.C. Act. shall be obtained from H.E.'s department regarding adequacy of water supply.

**NOTES:**



- 1) That C.C. for sale building shall be controlled in a phase wise manner as decided by CEO (SRA) in proportion with the actual work of rehabilitation/PTC component.
- 2) That no occupation permission of any of the sale wing / sale building / sale area shall be considered until occupation Certificate for equivalent Rehabilitation/PTC area is granted.
- 3) That office of CEO (SRA) reserves right to add or amend or delete some of the above-mentioned conditions if required, during execution of slum Redevelopment Scheme.

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Executive Engineer - III,  
Slum Rehabilitation Authority

## NOTES

- (1) The work should not be started unless objections \_\_\_\_\_ are complied with.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional materials shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted alongwith the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the hoarding is constructed and application is made to the Ward Officer of M.C.G.M. with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer of M.C.G.M. or his representative in wards of M.C.G.M. atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks, metal, sand, preps, debris etc. should not be deposited over footpaths or public street by the owner/architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the compliance of abovesaid conditions is approved by this department.
- (9) No work should be started unless the structural design is submitted from LSE.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer (SRA) concerned and acknowledgement obtained from him regarding correctness of the open spaces dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation of Greater Mumbai will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division/Amalgamation under No. \_\_\_\_\_ should be adhered to and complied with.
- (13) No building/Drainage Completion Certificate will be accepted and water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the concerned Ex. Engineer of M.C.G.M. and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of concerned. Ex-Engineer of M.C.G.M. including asphaltting, lighting and drainage before submission of the building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in concrete having broken glass pieces at the rate of 0.125 cubic metres per 10 Sq. Mtrs below pavement.



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- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of the bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures or proposed to be demolished are demolished.
- (20) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the Chief Engineer [SRA] is satisfied with the following :
- Specific plans in respect of evicting or rehousing the existing tenants on your plot stating their number and the area in occupation of each.
  - Specifically signed agreement between you and the existing tenants that they are willing to avail for the alternative accomodation in the proposed structure.
  - Plans showing the phase programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.
- (21) In case of additional floor no work should be started during monsoon which will give rise to water leakage and consequent nuisance to the tenants staying on the floor below.
- (22) The bottom of the over head storage work above the finished level of the terrace shall not be more than 1 metre.
- (23) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary, is obtained.
- (24) It is to be understood that the foundations must be excavated down to hard soil.
- (25) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (26) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing from the Chief Executive Officer of Slum Rehabilitation Authority.
- (27) All gully traps and open channel shall be provided with right fitting mosquito proof covers as per relevant I. S. specifications.
- (28) No broken bottle should be fixed over boundary walls. The prohibition refers only to broken bottles & not to the use of plain glass for coping over compound wall.
- (29) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.

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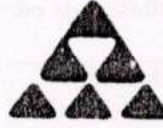
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Executive Engineers, (S.R.A.) III



- Forwarded to
- 1) Lic Surveyor
  - 2) Owner
  - 3) Asstt Munc. Comm. (P/S) Ward
  - 4) A.D.J.C.B.S.D./Sub. Divisional Officer  
Tahsildar Officer B.S.D./Dy. Coll. (SRA)
  - 5) Dy. Ch. E. (D.P.) L
  - 6) A.E.W.W. P/S... Ward
  - 7) A.A. & C. P/S... Ward
- Executive Engineer III  
Slum Rehabilitation Authority

## ANNEXURE " D "



### Slum Rehabilitation Authority

Administrative Building,  
Pr. Anant Kanekar Marg,  
Bandra (East), Mumbai-51  
Email: info@sra.gov.in  
Tel : 26565300, 26590405/1870/0993  
Fax : 022-26590457

No: SRA/ENG/1229/RS/STGL/LOI

Date: 11 DEC 2012

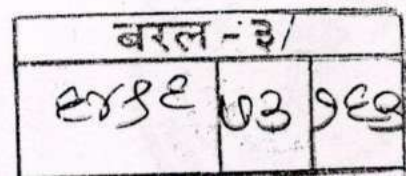
To,

- Architect** : **Shri S. Neve**  
of M/s. Sanjay Neve & Associates  
302, Oomkareshwar, near Kandarpada Talav, Link  
Road, Dahisar (W), Mumbai - 400 068.
- Developer** : **M/s. Yogsiddhi Developers.**  
Shree Sumukh Darshan, Block No. 103, Behind  
Parekh Nagar, Near Swami Vivekanand International  
High School, Kandivali (W), Mumbai - 400 067.
- Society** : **'Bandongri Ekta CHSL (Proposed)'**  
Bandongri Akurli Village, Nr. Western Express  
Highway, Talvatkar Chawl, Kandivali (E), Mumbai -  
400 067.
- Subject** : Proposed Composite Building for S.R scheme under  
Reg. 33(10), with amendments as per modified  
Regulations to DCR 1991 on plot bearing C.T.S. No.  
147 of village Akurli, Taluka Borivali at Kandivali (E),  
Mumbai.
- Reference** : SRA/ENG/1229/RS/STGL/LOI

Sir,

With reference to above subject matter, I have by direction to inform you that your request to allow Revalidation of LOI and for approval of revised parameters of the earlier LOI for the S. R. Scheme on plot bearing C.T.S. No. 147 of village Akurli, Taluka Borivali at Kandivali (E), Mumbai, has been considered subject to following terms and conditions:-

Condition Nos 1 to 18, 20 to 41, :- Letter of intent issued under no  
43 to 50 and 52 to 60. SRA/ENG/1229/RS/STGL/LOI  
dated 30.9.2009 are remains  
unchanged.









**Slum Rehabilitation Authority**

5th Floor, Griha Nirman Bhavan,  
Bandra (East), Mumbai 400 051. Fax: 022-26590457  
Tel.: 022-26590519 / 0405 / 1879 / 0993  
E-mail: info@sra.gov.in

No. SRA/ENG/1229 /RS/STGL/LOI

Date: 30 SEP 2009

To,

1. Architect : Shri Sanjay Sharad Neve  
of M/s. Sanjay Neve & Associates.  
302, Oomkareshwar, Linking Road,  
Behind Kanderpada Talav, Dahisar (West),  
Mumbai - 400 068.
2. Developer : M/s. Yogsiddhi Developers.  
Shree Sumukh Darshan, Block No. 108,  
Parekh Nagar, Near Swami Vivekananda  
International High School, Kandivali  
(West),  
Mumbai - 400 067.
3. Society : 'Bandongri Ekta CHS (Proposed)'.  
Bandongri Akurli Village, Nr. Western  
Highway, Talvatkar Chawl, Kandivali (E),  
Mumbai - 400 067.



**Sub:** Proposed Slum Rehabilitation Scheme on property bearing  
C.T.S. No. 147 of village Akurli, Taluka Borivali at Kandivali  
(E), Mumbai known as 'Bandongri Ekta CHS (Proposed)'.

**Ref:** SRA/ENG/1229 /RS/STGL/LOI

Sir,

With reference to the above mentioned Slum Rehabilitation Scheme on plot bearing C.T.S. No. 147 of village Akurli, Taluka Borivali at Kandivali (E), Mumbai this office is pleased to inform you that this **Revised Letter of Intent** is considered and principally approved for the sanctioned **FSI of 2.86 (Two point Eighty Six)** in accordance with provisions of Appendix - IV of Reg. 33 (10) of amended D. C. Regulations, 1991, out of maximum FSI of **3.00** shall be allowed to be consumed on the plot, subject to the following conditions.

1. That this LOI supersede the earlier LOI under No. SRA/ENG/1229/RS/STGL/LOI Dated - 12/11/2007 and same shall be treated as cancelled.

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2. That you shall hand over 159 numbers of tenements to the Slum Rehabilitation Authority/M.C.G.M. for Project Affected Persons, each of carpet area 25.00 sq.m. free of cost. The PAP tenements shall be marked as a PAP tenement on doors prominently. After completion of the building, PAP tenements shall be protected by the developer till handing over to the concerned authority by providing security guards etc.
3. That the carpet area of rehabilitation tenements and PAP tenements shall be certified by the Licensed Surveyor/ Architect.
4. That the Amenity Tenements i.e. 03 Nos of Balwadi, 03 Nos of Welfare Centre, 03 Nos of Society Office shall be handed over to the slum dwellers society to use for specific purpose only.
5. That you shall rehouse the eligible slum dwellers as per the list certified by the Additional Collector (Enc) Western Suburban by allotting them residential tenements of carpet area of 25 sq.mt. and / or residential-cum-commercial of carpet area of 25 sq.mt. or commercial tenements as per the area mentioned in Certified Annexure-II issued by Competent Authority or the carpet area of 20.90 sq.mt., whichever is less, free of cost and constructing the same as per building specifications/ norms building bye-laws.
6. That you shall register society of all slum dwellers to be rehoused under Slum Rehabilitation Scheme and Project Affected Persons (PAP) nominated for allotment of tenements by the Slum Rehabilitation Authority or any other Competent Authority.
7. That if required along with the other societies, you shall form a federation of societies so as to maintain common amenities such as internal road, recreation ground, street lights etc.
8. That you shall incorporate the clause in the registered agreement with slum dwellers and project affected persons that they shall not sell or transfer tenements allotted under Slum Rehabilitation to anyone else except the legal heirs for a period of 10 (ten) years from the date of taking over possession, without prior permission of the CEO (SRA).
9. That you shall provide transit accommodation to the slum dwellers with requisite amenities, if required to be shifted for construction of proposed building, till the permanent tenements are allotted and possession is given complying all formalities and existing amenities shall be maintained in sound working condition till slum dwellers are re-housed in the proposed rehabilitation tenements.



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10. That you shall obtain the permission for construction of the temporary transit accommodation from Slum Rehabilitation Authority along with the phased development programme and the list of the eligible slum dwellers shifted in the transit camp, with date of their displacement from their existing huts shall be submitted before asking C.C. for Rehab bldg.
11. That you shall bear the cost of carrying out infrastructure works right upto the plot, and shall strengthen the existing infrastructure facility and / or provide services of adequate size and capacity as per the directives of the Slum Rehabilitation Authority, issued during execution period.
12. That you shall submit layout and get the same approved before obtaining Commencement Certificate of 1<sup>st</sup> Rehab Building.
13. That you shall submit phase wise programme for development of infrastructural works, reservation, amenities etc. in the layout while approving the layout and same shall be developed accordingly. A registered undertaking to that effect shall be submitted. This shall be submitted alongwith layout plan or before issue of C.C. for 1<sup>st</sup> Rehab Bldg.
14. That you shall not block existing access leading to adjoining structures/users and shall make provision of adequate access to the adjoining land locked plot, if any, free of cost and the same shall be shown on layout plan to be submitted for approval on terms and conditions as may be decided by Slum Rehabilitation Authority.
15. That you shall submit the P.R. Card with area mentioned in words duly certified by Superintendent of Land Records for amalgamated/sub-divided plots before obtaining C.C. for last 25% of built up area.
16. That you shall get D. P. Road/set back land demarcated from A. E. (Survey)/D.P./ T & C department of M.C.G.M. and handed over to M.C.G.M. free of cost and free of encumbrances by transferring the ownership in the name of M.C.G.M. duly developed as per Municipal specification and certificate to that effect shall be obtained and submitted before obtaining C.C. for the last 25% of sale built up area approved in the scheme.
17. That you shall handover the BRS buildable reservation of area 120.90 Sq.mts. and/or built-up amenity structure to MCGM and/or user department free of cost before granting CC to the last 25% for Sale BUA of sale building in the scheme and separate P.R. Card with words for the buildable and non-buildable reservation in



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SRA/ENG/1229 /RS/STGL/LOI

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The plan of M.C.G.M. / user Deptt. shall be submitted before obtaining Occupation Certificate for Sale Bldg.

The necessary concurrence from concerned department of MCGM and other user department shall be obtained for planning of buildable reservation and/or amenity open space before asking for approval of IOA of the respective building.

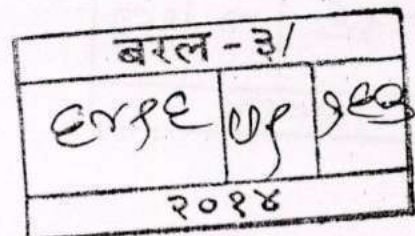
19. That you shall restrict the built up area meant for sale in the open market and built up area of rehabilitation as per the scheme parameters Annexed herewith.

**The salient features of the scheme are as under:**

| Sr. No. | Description  | Area in Sq. mtr. |
|---------|--|------------------|
| 1       | Area of slum plot (As per Annexure-II)                               | 7767.20          |
| 2       | Deduct:  |                  |
|         | a) Area under D.P. Road  | 890.00           |
|         | b) Reservation - BRS   | 120.90           |
| 3       | Net plot area  | 6756.30          |
| 4       | Add: Area under D.P. Road + BRS Reservation                          | 1010.90          |
| 5       | Total Plot area for FSI  | 7767.20          |
| 6       | Max. FSI permissible on plot   | 3.00             |
| 7       | Max. BUA permissible on plot   | 23301.60         |
| 8       | Rehab FSI  | 9990.38          |
| 9       | Passage area & Amenity structure area                                | 2204.70          |
| 10      | Rehabilitation component (8+9)                                       | 12195.08         |
| 11      | Sale component permissible   | 12195.08         |
| 12      | Total BUA sanctioned for project                                     | 22185.46         |
| 13      | FSI sanctioned for Project   | 2.86             |
| 14      | Sale in situ BUA proposed  | 12192.31         |
| 15      | Total BUA proposed in situ   | 22182.69         |
| 16      | Area of unbuildable reservation/road to be surrendered               | 890.00           |
|         | a) D.P. Road (Non-buildable)   |                  |
| 17      | Area of BRS buildable reservation to be handed to MCGM free of cost. | 120.90           |

EXPE OK YES  
20. That you shall get the plot boundaries demarcated from concerned authority before starting the work as per D.C. Regulation No. 38 prior to commencing the building work and the compound wall shall be constructed on all sides of the plot clear of the road side drain without obstructing flow of rain water from adjoining holding, to prove possession of holding in phase programme as per removal/cleaning of structures on plot before requesting C.C of sale building.

21. That you shall accommodate the huts getting cut along the boundary of the plot demarcated by the staff of the City Survey office.
22. That you shall get the plans approved for each building separately with due mention of the scheme of Rehabilitation of plot under D.C.Regulation No. 33(10) and with specific mention on plan of the rehabilitation building / tenements for slum dwellers and project affected persons that the same are for rehousing of slum dwellers and project affected persons. Tenements to be allotted to the PAP shall be hatched with due mention that they are for allotment of PAP nominated by the Concerned Authority i.e. Slum Rehabilitation Authority.
23. That you shall submit the NOC's as applicable from the following concerned authority in the office of Slum Rehabilitation Authority before requesting of approval of plans or at a stage at which it is insisted upon by the concerned Executive Engineer (SRA)
  - (1) A.A. & C R/C Ward.
  - (2) H.E.
  - (3) C.F.O.
  - (4) Tree Authority,
  - (5) Dy. Ch. Eng. (SWD) E.S./W.S./City.
  - (6) Dy. Ch.E. (S.P.) (P & D).
  - (7) Dy. Ch. Eng. (Roads) E.S./W.S./City.
  - (8) P.C.O.
  - (9) B.S.E.S/Reliance Energy.
  - (10) M.T.N.L. - Mumbai.
24. That you shall submit the Indemnity Bond indemnifying the Slum Rehabilitation Authority and its officers against any damage or claim arising out of any sort of litigation with the slum dwellers / property owners or otherwise.
25. That you shall submit the Agreements of at least 70% of eligible slum dwellers with the photographs of wife and husband on each of the agreements before requesting for Commencement Certificate and the name of the wife of the eligible occupier of hut shall be incorporated with joint holder of the tenement to be allotted in the rehabilitation building.
26. That you as Architect / Developer / Society / PMC shall strictly observe that the work is carried out as per phased programme approved by the Slum Rehabilitation Authority and you shall submit regularly progress report to the Slum Rehabilitation Authority along with photographs and certificate showing the



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progress of the construction work on site achieved as per approved phased programme. Even if the progress is nil, report shall be submitted by the Architect stating reasons for delay.

- 27. That the tenements proposed for rehabilitation and for PAP shall be shown distinctly on the plan to be submitted and should be forwarded to A.A. & C. of concerned ward to assess the property tax.
- 28. That the possession of the residential tenements and shops shall not be handed over to the eligible hutment dwellers before the society is registered and transit accommodation given is surrendered and all the dues to the M.C.G.M./MHADA/Govt. have been cleared.



- 29. That the possession of the Transit Camp shall be carried out before obtaining the Occupation Certificate to the Sale Bldg.
- 29. That the lease agreement with the land owning Authority shall be executed before obtaining for occupation permission to sale building in the scheme.

30. That the rehabilitation component of scheme shall include.

|    |     |                                  |
|----|-----|----------------------------------|
|    | 11  | Numbers of Residential tenements |
|    | 11  | Numbers of Commercial tenements  |
| c) | 07  | Numbers of R/c.                  |
| e) | 03  | Numbers of Balwadi               |
| f) | 03  | Numbers of Welfare Centre        |
| g) | 03  | Numbers of Society office        |
| i) | 159 | Numbers of PAP                   |

Amenity tenements to be handed over to Society and Society to use for specific purpose only.

- 31. That the layout Recreation Ground shall be duly developed before obtaining occupation of sale building.
- 32. That the quality and workmanship of construction work of each building in the layout shall be strictly monitored by concerned Architect / Site supervisor / Structural Engineer and report on quality of work carried out shall be submitted by Architect with test results as and when required by Executive Engineer (SRA) and at the stages of obtaining plinth C.C., further C.C., occupation to the buildings in the scheme.

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33. That separate P.R. Cards in words duly certified by Superintendent of Land Records for D.P. road / set back / D.P. reservation/net plot shall be obtained and submitted before obtaining C.C. to last 25% of Built-up Area in the scheme.
34. That this Letter of Intent is issued on the basis of plot area certified by the Architect and the Annexure - II issued by Competent Authority and other relevant documents. In the event of any deviation in the area of the plot during plot demarcation by D.D.L.R. / City Survey Office, then sale area consumed on the plot will be adjusted accordingly so as to keep total consumption of F.S.I. on the plot within 2.76.
35. That No objection Certificate from respective Land Owning Authority i.e. Government of Maharashtra shall be obtained within one month from approval of S.R. Scheme as per clause No 2.8 of DCR 33 (10).
36. That necessary formality for executing lease agreement shall be initiated by MCGM/MHADA/COLLECTOR for the plot and lease documents shall be executed.
37. This Letter of Intent gives no right to avail of central FSI granted under D.C.Regulation 33 (10) upon land which is not your property.
38. That the Arithmetical error if any revealed at any time shall be corrected on either side.
39. That this letter of intent shall be deemed to be cancelled in case any of the document submitted by the Architect / Developer or Owner are found to be fraudulent / misappropriated.
40. That you shall pay total amount of Rs. 69,20,000/- towards deposit to be kept with Slum Rehabilitation Authority at the rate of 20,000/- per tenement as decided by the authority and total amount of Rs.80,02,517.60 {i.e. @ Rs.840/- (City) / 560/- (Suburb) per sq.mt.} towards Infrastructural Development charges.
41. That you shall pay development charges as per 124 E of M.R. & T.P. Act separately for sale built up area as per provisions of M.R.& T.P. Act.
42. That this LOI is valid for the period of 3 (three) months from the date hereof. However, if IOA / CC is obtained for any one bldg. of the project then this LOI will remain valid till completion of estimated project period.



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43. That you shall re-house all the additional hutment dwellers if declared eligible in future by the competent Authority, by amending plans wherever necessary.
44. That the allotment of rehabilitation tenements to the eligible slum dwellers in the scheme, shall be made by drawing lots in presence of the representative of the Assistant Registrar of Societies (SRA) and a statement of rehab tenements allotted to the eligible slum dwellers in the rehabilitation building with corresponding tenements no. in rehab / composite building and Sr. No. in Annexure - II etc. duly certified by the concerned society of slum dwellers and Assistant Registrar (SRA) shall be submitted before requesting for occupation permission of respective rehab tenements.



That you shall bear the cost towards displaying the details such as Annexure - II, date of issue of important document like LOI, Layout, C.C., O.C.C. on SRA website.

46. The owner/Developer shall display the name at site before starting of the work giving the details such name, address and contact no. of owner/Developer, Architect, Structural Engineer, Approval No. & Date of LOI, Layout & IOA.

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47. That you shall display bilingual sign boards on site and painting of SRA Logo on rehab buildings as per Circular No. SRA/Admn/Circular No. 64/569/2004 dtd. 14/10/2004.

48. That the rain water harvesting system should be installed/provided as per the direction of U.D.D., Govt. of Maharashtra under No. TPB/432001/2133/CR-230/01/UD-11DTD.10/03/2005 and the same shall be maintained in good working conditions all the time, failing which penalty of Rs.1000/- per annum for every 100 sq.mt. of built-up area shall be levied.

49. a) That copy of Annexure - II shall be displayed by the society of slum dwellers on the notice board of society for the period of 30 days and shall be easily accessible to the staff of SRA for inspection. Intimation of the same shall be given to the office of Dy. Collector (SRA) three days before the date of display. In case of non-compliance of above condition the Society/Developer shall be held responsible and liable for suitable action as deemed fit. One hard copy and soft copy of Annexure - II shall be submitted to the office Dy. Collector (SRA) by the Co-operative



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Housing Society / developer before display of Annexure - II on site.

- b) That Developer shall ensure that any slum dwellers held not eligible by the Competent Authority or desire to make any changes shall apply within three months of issue of the Letter of Intent to the appellate authority with supporting documents.
- c) That you shall give wide publicity for the approval of S. R. scheme in atleast one local Marathi & English newspaper and proof thereof shall be submitted to this office.
- d) That the certificate from office of the Dy. Collector (S.R.A.) for satisfactory compliance of above conditions shall be submitted before requesting for plinth C.C. to the first rehab building plans.

50. High Rise Rehab Building :

- a. That you shall appoint Project Management Consultant prior approval of Dy.Ch.Eng. (S.R.A.)/ Dy. Ch. Eng. (S.R.A.) for implementation / supervision / completion of S.R. Scheme.
- b. The Project Management Consultant appointed for the scheme shall submit quarterly progress report to Slum Rehabilitation Authority after issue of LOI.
- c. That the developer shall execute tri-partite Registered agreement between Developer, Society & Lift Supplying Co. or maintenance firm for comprehensive maintenance of the electro mechanical systems such as water pumps, lifts, etc. for a period of ten years from the date of issue of Occupation Certificate to the Rehabilitation / Composite building. Entire cost shall be borne by the developer and copy of the registered agreement shall be submitted to S.R.A for record before applying for Occupation Certificate including part O.C.
- d. The third party quality auditor shall be appointed for the scheme with prior approval of Dy. Ch. Eng. (S.R.A.) / E.E. (S.R.A.) for quality audit of the building work at various stages of the S.R. Scheme.
- e. That the developer shall install fire fighting system as per requirements of C.F.O. and to the satisfaction of this department. The developer shall execute tri-partite Registered agreement between Developer, Society & Fire Fighting equipment supplying Co. and/or maintenance firms for



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30 SEP 2009

comprehensive maintenance for a period of ten years from the date of issue of occupation certificate to the building.

Entire cost shall be borne by the developer and copy of the Registered Agreement shall be submitted to S.R.A for record before applying for Occupation Certificate including part O.C.

f. That the structural design of buildings having height more than 24m shall be got reviewed from another registered structural engineer / educational institute.

51. The developer shall submit prior environmental clearance from Ministry of Environment & Forest (MOEF) as per the notification no. SO-1533 (E) dtd. 14-9-2006 before obtaining Further C.C. for rehab building.



52. The Developer/Society shall pay premium at the rate of 25% in terms Ready Reckoner as per the Govt. notification issued u/no. STPB/4308/897/CR-145/08/UD-11 of 16/04/2008 in respect of Slum Rehabilitation scheme being undertaken on land belonging Govt. Land/Municipal Land/MHADA Land and as per the stages mentioned in the Circular No. SRA/ENG/85 dtd. 12-6-2008.

That you shall submit registered undertaking for payment for difference in premium paid and calculated as per the revised land rate.

54. That if the IOA/CC are not obtained within stipulated validity period then the developer/society is liable to pay compound interest in respect @ 10% on amount payable.

|            |  |
|------------|--|
| वस्तु - 55 | That the conditions mentioned in certified Annexure II issued u/n.   |
| EXSE       | झोपडा उजि/वापडोंगरी/कावि-१४०२/२००६/१४९१ dated 01/08/2006 of shall be complied and compliances thereof shall be submitted to this office. |
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56. That the existing stand post water connections in the scheme shall be disconnected after demolition of respective hutment and all the dues shall be paid and cleared.

57. The separate mutation entry for the right of way shall be reflected in the P.R. Card before obtaining C.C. for the Rehab Bldg.

58. That you shall make payment in respect of the depreciated cost of any toilet block(s) existing in the slum plot to the Municipal Corporation of Greater Mumbai through Ch. Eng. (MSDP), if the same is required to be demolished for development under SRA.

59. That you shall submit the F.C. (SRA)'s NOC as per Circular No. 87 dtd. 19/06/2008 before issue of IOA of 1st building.

30/9/2007

60. That the developer shall ensure that water connection to the rehab building is obtained within one month from date of occupation. Certificate of the water connection granted shall be submitted to this office before asking any further approvals in the scheme thereafter.

If you are agreeable to all these above conditions, you may submit proposal for approval of plans, consuming full sanctioned F.S.I. separately for each building, in conformity with the D.C. Regulation No. 33 (10), in the office of the undersigned.

Yours faithfully,

- sd -

Deputy Chief Engineer  
Slum Rehabilitation Authority

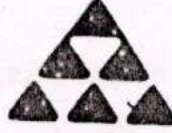
**Copy to:**

1. Assistant Commissioner, "R/S" Ward, M.C.G.M.
2. Deputy Chief Engineer, Development Plan, M.C.G.M.
3. Deputy Collector (SRA) - Copy for information
4. H.E. of MCGM.
5. I.T. Section (SRA).
6. Assistant Commissioner (Estate deptt.) M.C.G.M.



*[Signature]* 30/9/2007  
Deputy Chief Engineer  
Slum Rehabilitation Authority

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**Slum Rehabilitation Authority**

5th Floor, Griha Nirman Bhavan,  
Bandra (East), Mumbai 400 051. Fax: 022-26590457  
Tel.: 022-26590519 / 0405 / 1879 / 0993  
E-mail: info@sra.gov.in

No. SRA/ENG/1229 /RS/STGL/LOI

Date: **21 JUN 2007**

To,

1. Architect : Shri Sanjay Sharad Neve  
of M/s. Sanjay Neve & Associates.  
25/10, Govind Nagar, Sodawala Lane,  
Borivali (W), Mumbai - 400 092.
2. Developer : M/s. Yogsiddhi Developers.  
Shree Sumukh Darshan, Block No. 103,  
Behind Parekh Nagar, Near Swami  
Vivekanand International High School,  
Kandivali (W), Mumbai - 400 067.
3. Society : 'Bandongri Ekta CHSL (Proposed)'.  
Bandongri Akurli Village, Nr. Western  
Express Highway, Talvatkar Chawl,  
Kandivali (E), Mumbai - 400 067.

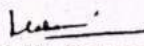
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Sub: Proposed Slum Rehabilitation Scheme on property bearing C.T.S. No. 147 of village Akurli, Taluka Borivali at Kandivali (E), Mumbai known as 'Bandongri Ekta CHSL (Proposed)'.

Ref : No. SRA/ENG/1229 /RS/STGL/LOI

Sir,

By direction of CEO (SRA) this office is pleased to issue this Letter of Intent to inform you that, your above proposal is considered and principally approved for grant of 2.708 FSI (Two point Seven Zero Eight only) in accordance with D. C. Regulation No. 33 (10) as per Clause No. 7.8 of D.C. Regulation No. 33 (10) and Appendix - IV of amended D. C. Regulations out of which maximum FSI of 2.50 shall be allowed to be consumed on the plot subject to the following conditions.

  
Dy. Ch. Engineer  
Slum Rehabilitation Authority

21 JUN 2002

No. SRA/ENG/1229 /RS/STGL/LOI



1. That you shall hand over 159 numbers of tenements to the Rehabilitation Authority/M.C.G.M. for Project Affected of carpet area 20.90 sq. mt. at free of cost.
2. That the carpet area of rehabilitation tenements and PAP tenements shall be certified by the Lic. Architect.
3. That you shall rehouse the eligible slum dwellers as per the list certified by the Additional Collector (Ench) for allotting tenements and shop of area mentioned in Annexure - II, free of cost constructing the same as per specification and Annexed herewith.
4. That you shall register society of slum dwellers to be rehoused under Slum Rehabilitation Scheme nominated for allotment of tenements by the Slum Rehabilitation Authority.
5. That if required along with the other societies, you shall form a federation of societies so as to maintain common amenities such as internal road, street lights etc.
6. That you shall incorporate the clause in the registered agreement with slum dwellers and project affected persons that they shall not sale or transfer tenements allotted under Slum Rehabilitation to any one else except the legal heirs for a period of 10 (ten) years from the date of taking over possession, without prior permission of the CEO (SRA).
7. That you shall provide transit accommodation to the slum dwellers with requisite amenities, if required to be shifted for construction of proposed building, till the permanent tenements are allotted and possession is given complying all formalities and existing amenities shall be maintained in working order till slum dwellers are rehoused in the proposed rehabilitation tenements.
8. That you shall bear the cost of carrying out infrastructure works right upto the plot, and shall strengthen the existing infrastructure facility and / or provide services of adequate size and capacity as per the directives of the undersigned.
9. That you shall submit layout and get the same approved before requesting for Commencement Certificate.
10. That you shall make provision of adequate access to the adjoining land locked plot, if any, free of cost and the same shall be shown on layout plan to be submitted for approval on terms and conditions as may be decided by CEO (SRA).

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No. SRA/ENG/1229 /RS/STGL/LOI

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That you shall submit the separate P.R.C. as required till which time development shall be restricted to 75% of permissible built up area.

12. That you shall restrict the built up area meant for sale in the open market and built up area of rehabilitation as per the salient features Annexed herewith.

13. That you shall accommodate the huts getting cut along the boundary of the plot demarcated by the staff of the City survey office.

14. That you shall get the plans approved for each building separately with due mention of the scheme of Rehabilitation of plot under D.C. Regulation No. 33(10) and with specific mention on plan of the rehabilitation building / tenements for slum dwellers and project affected persons that the same are for re-housing of slum dwellers and project affected persons. Tenements to be allotted to the PAP shall be hatched with due mention that they are for allotment of PAP nominated by the Slum Rehabilitation Authority.

बरेल 37 That you shall obtain the permission for construction of the temporary transit accommodation from the office of C.E.O.(S.R.A.) along with the phased development programme.

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16. That you shall submit the Agreements with the photographs of wife and husband on the agreements with all the eligible slum dwellers before requesting for Commencement Certificate and the name of the wife of the eligible occupier of hut shall be incorporated with joint holder of the tenements to be allotted in rehabilitation building.

**The salient features of the scheme are as under:**

| Sr. No. | DESCRIPTION   | AREA in SQ.MT. |
|---------|---|----------------|
| 1       | Area of the plot / slum                               | 7767.20        |
| 2       | Area of the plot arrived at for computation of F.S.I. | 7767.20        |
| 3       | Permissible FSI                                       | 2.5            |
| 4       | Permissible BUA on plot as per 2.5 FSI.               | 19418.00       |
| 5       | Rehabilitation component as per D.C.R. 33 (10)        | 10516.61       |
| 6       | Sale component as per D.C.R. 33 (10)                  | 10516.61       |
| 7       | Rehab Built up area                                   | 8476.54        |
| 8       | Sale Built up area permitted in situ.                 | 10941.46       |
| 9       | F.S.I. sanctioned for the scheme                      | 2.708          |
| 10      | Total Built up area approved for the scheme           | 21033.22       |

\_\_\_\_\_  
Dy. Ch. Engineer  
Slum Rehabilitation Authority

2.1 JUN 2007

No. SRA/ENG/1229 /RS/STGL/LOI

|    |  |                                       |
|----|--|---------------------------------------|
| 11 | No. of slum dwellers to be re-accommodated<br>Resi.<br>Com<br>R/C  | 163<br>11<br>7                        |
| 12 | No. of PAP tenements generated in scheme   | 159                                   |
| 13 | Area of buildable reservation / road to be surrendered<br>(a) Road Setback<br>(b) D.P. Road<br>(c) R.G.<br>(d) P.G.<br>(e) BRS (25%) | Nil<br>890.00<br>Nil<br>Nil<br>120.90 |
| 15 | Built up area permitted on the plot (Rehab + Sale)   | 19418.00                              |

17. That you shall get the plot boundaries demarcated and the compound wall shall be constructed prior to commencing building works and the same shall be certified by the concerned Architect before requesting for C.C. beyond the plinth level.

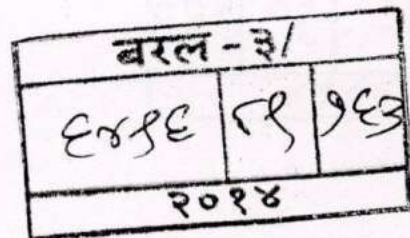
18. That you shall submit the NOC's as applicable from the concerned A.A.& C, H.E., Dy. Ch. Engg (SWD), CFO, Tree Authority, Civil Aviation Authority, Reliance Energy, in the office of the undersigned before requesting of Approval of plans or at a stage at which it is insisted upon by the concerned Executive Engineer (SRA).

19. That you shall submit the indemnity bond indemnifying the Slum Rehabilitation Authority and its officers against any damage or claim arising out of any sort of litigation with the slum dwellers or otherwise.

20. That you as Architect / Developer / Society shall strictly observe that the work is carried out as per phased programme approved by the undersigned and you shall submit regularly quarterly progress report to the undersigned along with photographs with certificate that the progress is as per approved phased programme. Even if the progress is nil, report shall be submitted by the Architect stating reasons for delay.

21. That the tenements proposed for rehabilitation shall be shown distinctly on the plan to be submitted and should be forwarded to A.A.& C. of concerned ward to assess the property tax.

22. That you shall submit the statement of tenements No. allotted to the eligible slum families in the proposed rehabilitation building with Sr. No. in Annexure - II etc. with the certification from the Architect and



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owner/developer at the stage of final allotment of the tenements in rehabilitation building for verification by the office of the CEO (SRA).

23. That the possession of the tenements and shops shall not be handed over to the eligible hutment dwellers before the society is registered and transit accommodation given is surrendered and all the dues to the M.C.G.M./MHADA/Govt. has been cleared.

24. That you shall get Reservation of BRS of admeasuring 120.90 Sq.Mts., demarcated from A.E. (Survey)/ D.P./ T&C department of MCGM and handed over to MCGM/ Competent Authority free of cost, free of encumbrances by changing ownership in the name of MCGM/ Competent Authority duly developed as per Municipal / Competent Authority specification and certificate to that effect shall be obtained and submitted before asking for occupation permission of sale component.

25. That the lease agreement with the land owning authority shall be executed before asking for occupation permission.



That the rehabilitation component of scheme shall include.

- 63 Nos of Residential tenements.
- Nos of Commercial tenements.
- Nos of R/C tenements.
- Nos of Balwadi.
- Nos of Welfare Centre.
- Nos of Society office.

27. That you shall submit corrected / corrigendum Annexure - II by incorporate the commercial structures carpet area for structure bearing S. No. 15, 157, 178, 181 & 188 of Annexure II before asking for further Development Permission of Sale Bldg.

28. That you shall submit certificate from Land Owing Authority i.e. Govt. of Maharashtra regarding no due pending before approval of first building plans.

29. That proportionate infrastructure development charges (Rs. 560/- per sq. mt.) and deposit (Rs.20,000/-per Rehabilitation tenement) in Rehabilitation Component shall be paid as per the modified D. C. Regulation and policy of Slum Rehabilitation Authority.

30. That the layout recreation ground admeasuring 543.33 Sq.mts. shall be duly developed before asking for occupation of sale building.

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*Lee*  
 Dy. Ch. Engineer  
 Slum Rehabilitation Authority



21 JUN 2007

No. SRA/ENG/1229 /RS/STGL/LOI

31. That the quality of Construction work of building shall be strictly monitored by concerned Architect / Site supervisor / Structural Engineer and report on quality of work carried out shall be submitted by Architect every three months with test result etc.

32. That you shall handover 18.30mt. DP Road admeasuring of 890.00 Sq.mts. to MCGM and separate P.R. cards for road/set back, actually implemented reservation plot shall be obtained and submitted before asking for O.C.

33. That this Letter of Intent is issued on the basis of plot area certified by the Architect and other relevant documents. In the event of change of any of the above parameters, during actual site survey by D.I.L.R. / City Survey Office, than sale area consumed on the plot will be adjusted accordingly so as to keep total consumption of F.S.I. on the plot within 2.50.

34. That No Objection Certificate from respective Land Owning Authority i.e. Govt. of Maharashtra shall be issued within one month from approval of S.R.S. as per clause No. 2.8 of D.C.R. 33 (10).

35. That necessary formalities for executing lease agreement shall be initiated by Collector for leasing the plot and lease documents shall be executed.

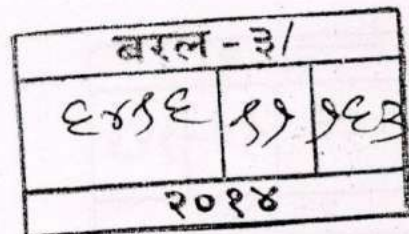
36. This Letter of Intent gives no right to avail of extra F.S.I. granted under D.C. Regulation 33(10) upon land, which is not your property.

37. That the Arithmetical error if any revealed at any time shall be corrected on either side.

38. That this letter of intent shall be deemed to be cancelled in case any of the documents submitted by the Architect / Developer or Owner are found to be fraudulent / misappropriated.

39. That you shall pay total amount of Rs. 69,20,000/- towards deposit to be kept with SRA at the rate of 20,000/- per tenement and total amount Rs. 74,28,971.20 @ Rs.560/- per Sq.Mts. on 13266.02 Sq.Mts. i.e. Rs. 74,29,000/- towards Infrastructural development charges.

40. That you shall submit registered undertaking stating therein that the sale purchaser will maintained the basement /ramp/ staircase below rehab scheme before asking development permission of sale wing and the clause to that will be incorporated the respective sale purchaser



21 JUN 2004

agreement, same shall be submitted before asking occupation to the sale wing.

41. That you shall submit registered undertaking stating that therein that, the AMC with the respective lift company will maintained the proposed respective lift of wing A & B for next coming 10 years before asking development permission and the developer shall submit annual maintenance contract with respective proposed lift company before asking occupation to the respective wing A & B of bldg under reference.

42. That you shall submit an agreement between the proposed Bandongri Ekta Co. Op. Hsg. Society with the condition stating therein that you will undertake essential maintenance of "Electro Mechanical and Civil Work" for the period of 10 years from the grant of occupation of rehab building.

43. That you shall pay development charges as per 124 E of M.R. & T.P. Act separately for sale built up area as per provisions of M.R. & T.P. Act.

That this LOI is valid for the period of 3 (three) months from the date thereof. However, if IOA/CC is obtained for any one bldg. of the project then this LOI will remain valid till completion of estimated project period.

45. That you shall re-house all the additional hutment dwellers if declared eligible in future by the Competent Authority.

46. That the allotment of rehabilitation tenements to the eligible slum dwellers in the scheme, shall be made by drawing lots in presence of the representative of the Asst. Registrar of societies (SRA) and statement of rehab. tenements allotted to the eligible slum families in the rehabilitation building with corresponding tenements No. in rehab./composite building and Sr. No. in Annexure - II etc. duly certified by the concerned society of slum dwellers and Asst. Registrar (SRA) shall be submitted before requesting for occupation permission to the rehab tenements.

47. That you shall display the details such as Annex - II, date of issue of important document like LOI, Layout, C.C., O.C.C. on world wide web site through suitable web site and provide linkage to SRA web site from this web site, in the alternative, you may display this details on SRA web site within a period of one month from the date of LOI.

48. That you shall display bi-lingual sign boards on site and painting of SRA Logo on rehab buildings as per Circular No. SRA/Admn./Circular No. 64/569/2004 dated 14/10/2004.



|           |    |     |
|-----------|----|-----|
| 64/569-31 |    |     |
| EMSE      | 92 | 933 |
| 3088      |    |     |

*Lee*  
Dy. Ch. Engineer  
Slum Rehabilitation Authority

JUN 2007

No. SRA/ENG/1229 /RS/STGL/LOI

49. That the rain water harvesting system should be installed/provided as per the provision of Notification of UDD -1 Govt. of Maharashtra under No. TBB-432001/2133/CR-230/01/UD-11 dt. 10.3.2005 and the same shall be maintained in good working condition all the times, failing which penalty of the Rs. 1000/- per annum for every 100 sq.mt. of built up area shall be leviable.

50. That you shall submit the sample agreement of sale purchaser of building under reference mentioned in therein that the purchaser will not complaint about inadequate open space provide to building under reference and will not asked any compensation against the same to any competent authority in future.

51. That you shall complied with following conditions before applying for approval of any building in the scheme.

- [i] The original copy of the re-verified and certified Annexure - II from the Competent Authority viz. Chief Officer, Maharashtra Board, MHADA.
- [ii] The Minutes of Meeting of the General Body of Bank of Maharashtra Ektā CHSL (Proposed) regarding public reading and adopter of the re-verified and certified Annexure - II and remarks therefore of the Assistant Registrar of Society (SRA).
- [iii] The relevant orders containing special directions with regard to policy, such as [a] Bank Guarantee, [b] Credit Facility, [c] Land Premium etc, which may be issued by the Government under provisions of Section 153B of the Maharashtra Slum Areas (I.C. & R.) Act 1971 regarding additional condition to be incorporated in the present "Letter of Intent (LOI)".

52. a) That the copy of the Annexure - II shall be displayed by the society of slum dwellers on the notice board of society for the period of 30 days. Intimation about the display of Annexure - II shall be given by the society to the office of the Dy. Collector (SRA), 3 days before the date of display. Displayed Annexure - II shall be kept easily accessible to the staff of SRA for inspection and if it is observed that the procedure laid down above for display of Annexure - II is not followed, the responsibility of the same shall be of the concerned developer / C.H.S. and in that case they will be liable for suitable action. One hard copy of the Annexure - II and one soft copy in CD Rom shall be handed over to Dy. Collector (SRA)'s office by the Co-operative Housing Society / developer before display of Annexure - II on site.

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| ६४६      | १३ | १६ |
| २०१४     |    |    |

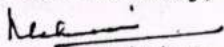
No. SRA/ENG/1229 /RS/STGL/LOI

21 JUN 2007

- b) Any slum dweller held not eligible by the authority or wishing any change should make application to the competent authority with supporting documents within one month of issue of this letter failure to which no claim of whatsoever nature be entertained.
- c) That you shall give wide publicity in one Marathi & one English news paper for the approval of S. R. Scheme and paper cutting shall be submitted to this office.
- d) The certificate from office of the Dy. Collector (SRA) for satisfactory compliance of above requirements shall be submitted before requesting for approval to the building plans.

If you are agreeable to all these above conditions, you may submit proposal for approval of plans, consuming full sanctioned F.S.I. separately each building, in conformity with the D. C. Regulation No.33 (10), in of the undersigned.



Yours faithfully,  
  
21/6/07  
Dy. Chief Engineer  
Slum Rehabilitation Authority

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| वरल - ३/ |    |     |
| ६४६      | १४ | १६३ |
| २०१४     |    |     |

## ANNEXURE " E "

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")

No. SRA/ENG/1977/RS/STGL/14

COMMENCEMENT CERTIFICATE

To,  
Shri Yogesh Ramdas Kadam,  
M/s. Yogsiddhi Developers.



Sir,  
 With reference to your application No. 737 dated 10/09/2007 for Development Permission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. - C.T.S. No. 147 of village Akurli T. P. S. No. - ward R/S situated at Kandivali (East).

The Commencement Certificate/Building Permit is granted subject to compliance of mentioned In LOI/U/R No. SRA/ENG/1229/RS/STGL/LOI dt. 21/06/2007 IOA U/R No. SRA/ENG/1977/RS/STGL/AP dt. 12/11/2007 and on following conditions.

1. The land vacated in consequence of endorsement of the setback line/road widening line shall form part of the Public Street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal Zone Management plan.
5. If construction is not commenced this Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the C.E.O. (SRA) if :-
  - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - (b) Any of the condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.
  - (c) The C.E.O. (SRA) is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The C.E.O. (SRA) has appointed SHRI A.S. KHADE

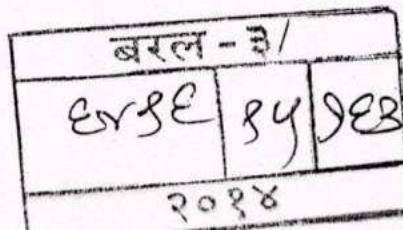
Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is granted for work up to plinth level for (Wing A and B) and  
Basement slab level of (Wing C+D+E).

For and on behalf of Local Authority  
 The Slum Rehabilitation Authority

*(Signature)*

Executive Engineer (SRA) III  
 FOR  
 CHIEF EXECUTIVE OFFICER  
 (SLUM REHABILITATION AUTHORITY)



SR/ENG/1977/RS/STGL/AP 25 APR 2010

This C.C. is now re-endorsed for full work up to sixth level of wing A and B and 7th level slab of wing C and 8 level amended plans dt 24/2/2010



Executive Engineer  
Sham Rehabilitation Authority

SR/ENG/1977/RS/STGL/AP 25 + MAY 2012

This C.C. is further extended for full height of wing 'A' of composite building comprising of Lower ground + upper ground + 1<sup>st</sup> & 2<sup>nd</sup> (Shopping) + 3<sup>rd</sup> & 4<sup>th</sup> (parking floor) + 5<sup>th</sup> (service room) + 6<sup>th</sup> to 20<sup>th</sup> upper floor inclinely O.H.T & L.M.R. as per approved amended plans dt. 24/2/2010

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|-------|----|-----|
| SR-31 |    |     |
| EXSE  | RE | DES |
| 2008  |    |     |

Executive Engineer  
Sham Rehabilitation Authority

This C.C. is now re-endorsed for full height of wing 'A' comprising of Lower ground + upper ground + 1<sup>st</sup> to 3<sup>rd</sup> parking + 4<sup>th</sup> service floor + 5<sup>th</sup> to 14<sup>th</sup> upper floor, including LMR & O.H.W.T as per approved amended plans dt. 11/2/2012

Executive Engineer  
Sham Rehabilitation Authority

SR/ENG/1977/RS/STGL/AP 10 APR 2013

This C.C. is further extended for full height of wing 'B' comprising of Lower ground + upper ground + wing B + 1<sup>st</sup> to 3<sup>rd</sup> parking level + 4<sup>th</sup> service floor + 5<sup>th</sup> to 19<sup>th</sup> upper floor inclinely LMR & O.H.W.T as per amended plans dt. 12/2/2012

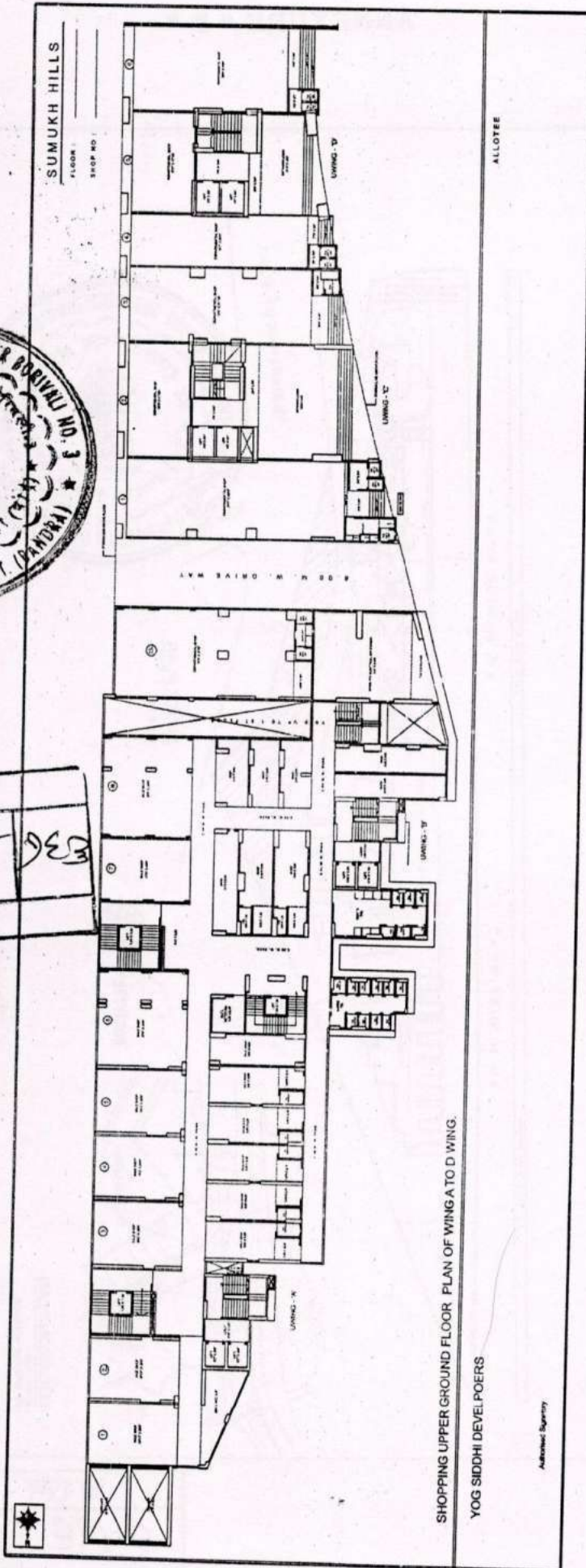
Executive Engineer  
Sham Rehabilitation Authority



# ANNEXURE " F "



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 २०१४



SHOPPING UPPER GROUND FLOOR PLAN OF WING A TO D WING.

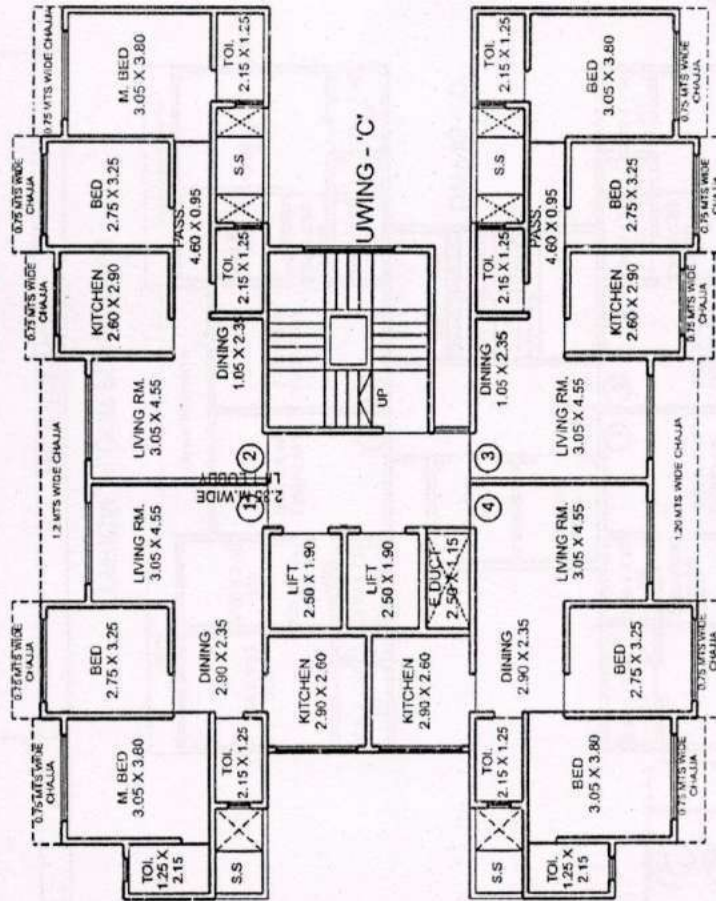
YOG SIDDHI DEVELOPERS

Authorised Signatory

ALLOTTEE



ANNEXURE



TYPICAL FLOOR PLAN (WING - 'C')

ARCHITECT

**SANJAY NEVE & ASSOCIATES**  
 302, DOMKARSHWAR, BEHIND KANDARPADA  
 TALAV, DABHISAR (W), MUMBAI - 68  
 email: arcti.neve@gmail.com

DESCRIPTION

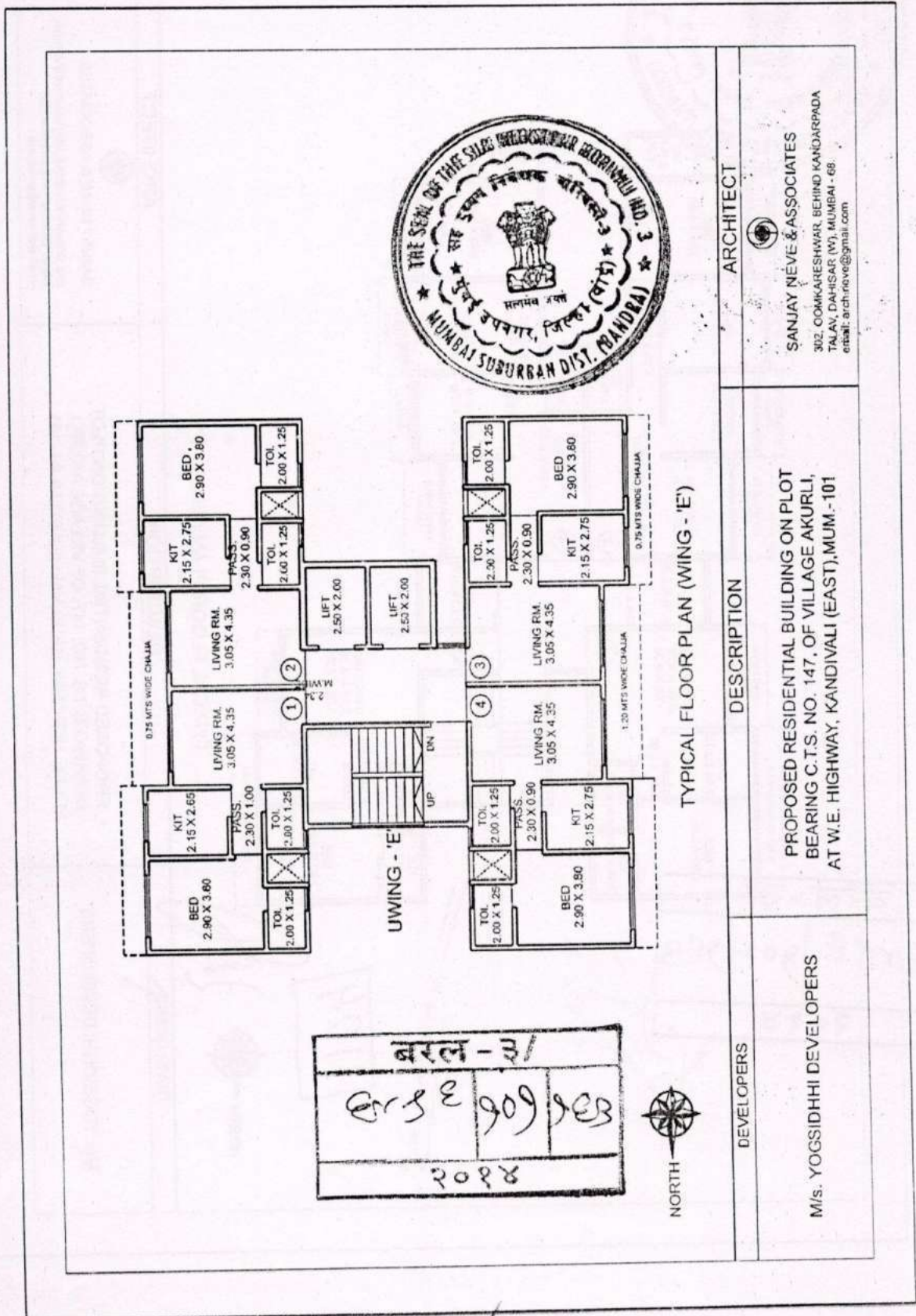
PROPOSED RESIDENTIAL BUILDING ON PLOT  
 BEARING C.T.S. NO. 147, OF VILLAGE AKURLI,  
 AT W.E. HIGHWAY, KANDIVALI (EAST), MUM.-101

DEVELOPERS

M/s. YOGSIDHDI DEVELOPERS



# ANNEXURE "G"



TYPICAL FLOOR PLAN (WING - 'E')

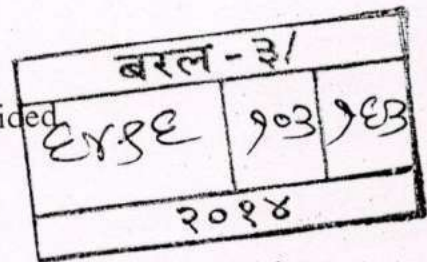
| DEVELOPERS                | DESCRIPTION  | ARCHITECT  |
|---------------------------|--|--|
| M/s. YOGSIDDHI DEVELOPERS | PROPOSED RESIDENTIAL BUILDING ON PLOT BEARING C.T.S. NO. 147, OF VILLAGE AKURLI, AT W.E. HIGHWAY, KANDIVALI (EAST), MUM.-101 | SANJAY NEVE & ASSOCIATES<br>302, COMKARSHWAR, BEHIND KANDARPADA TALAY, DAHISAR (W), MUMBAI - 68.<br>email: arch.neve@gmail.com |

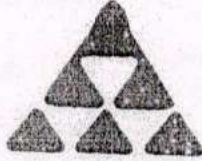
ANNEXURE " H



AMENITIES & FACILITIES

1. Marbonite flooring in living room ceramic flooring in rest of the flat.
2. Ceramic flooring with colored glazed tiles dado up to full height and colored wash basin in bathrooms.
3. Concealed plumbing with quality sanitary ware and single lever hot and cold water mixer.
4. Concealed copper wiring with sufficient points.
5. Powder coated aluminium sliding windows with tinted glass.
6. Main door will be polished veneer finished flush door. All internal doors will be white painted flush doors.
7. Internal walls of flats painted with acrylic distemper.
8. Granite kitchen platform with stainless steel sink.
9. A grand entrance lobby.
10. Elevators of reputed make shall be provided.
11. Compound wall with ornamental gates.
12. Building exterior painted with quality cement & texture paint.





**Slum Rehabilitation Authority**

Administrative Building,  
Pr. Anant Kanekar Marg,  
Bandra (East), Mumbai-51  
Email: info@sra.gov.in  
Tel : 26565800, 26590405/1879/0993  
Fax : 022-26590457

**No.SRA/ENG/1977/RS/STGL/AP**

Date:

11 DEC 2012

To,  
**Shri Sanjay Sharad Neve,**  
of M/s. Sanjay Neve & Associates,  
302, Oomkareshwar, Linking road,  
Behind Kandarpada Talav,  
Dahisar (W), Mumbai - 068.



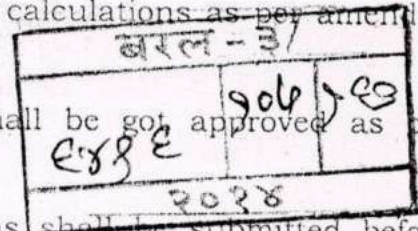
**Sub:** Proposed Amended Plans for composite building at C.T.S. No. 147 of village Akurli, Taluka Borivali, Mumbai known as 'Bandongari Ekta CHSL (Proposed)'.

**Ref:** Your Letter dated 06.04.2012

Gentleman,

With reference to the above amended plans submitted by you for the sale building are hereby approved by this office subject to following conditions.

1. That the conditions mentioned in the Revised LOI issued under No. SRA/ENG/1229/RS/STGL/LOI on 30.09.2009 shall be complied with.
2. That the conditions of the IOA under No. SRA/ ENG/ 1977/ RS/ STGL/AP dated 02.11.2007 and amended plan issued U/r no. SRA/ENG/1977/RS/STGL/AP dated 24.02.2010 shall be complied with.
3. That the revised structural designs and calculations as per amended approved plans shall be submitted.
4. That the revised drainage approval shall be got approved as per amended plans.
5. That the final plan mounted on canvas shall be submitted before asking for O.C.C. permission.
6. That you shall pay all the dues under infrastructure...



CONTENT OF SHEET.

TYPICAL FLOOR PLANS AND CARPET AREA STATEMENT.

STAMP OF DATE OF RECEIPT OF PLAN.

This cancels Approval  
to the Previous Plans  
Sanctioned under No.  
S.R.B. (E.I.S./K.D.E./R.) 570/110  
Dated. 24.12.10

STAMP OF APPROVAL OF PLAN.

Approved Subject to the condition  
mentioned in this office permission  
No. SE-ENG/1902/P/15/11  
12 DEC 2012  
Executive Engineer  
Slum Rehabilitation Authority

DESCRIPTION OF PROPERTY

PROPOSED S.R.SCHEME U/S 33(10) ON PROPERTY BEARING  
C.T.S. NO.147, OF VILLAGE AKURLI, AT W. END OF HIGHWAY - 3/  
KANDIVALI (EAST), MUMBAI - 400 057

|      |      |      |
|------|------|------|
| 2012 |      |      |
| 003E | 009E | 003E |
| 2012 |      |      |

NAME & ADDRESS OF DEVELOPER

YOGSIDHDI DEVELOPERS  
SHREE SUMUKH DARSHAN, BLOCK NO. 103 BEHIND PAREKH NAGAR,  
NEAR SWAMI VIVEKANAND INTERNATIONAL HIGH SCHOOL,  
KANDIVALI (W), MUM. - 57

Signature of Developer  
SIGN. OF DEVELOPER

NAME OF C.A. TO OWNER

BANDONGRI EKTA SAHKARI GRIH NIRMAN SANATHA.

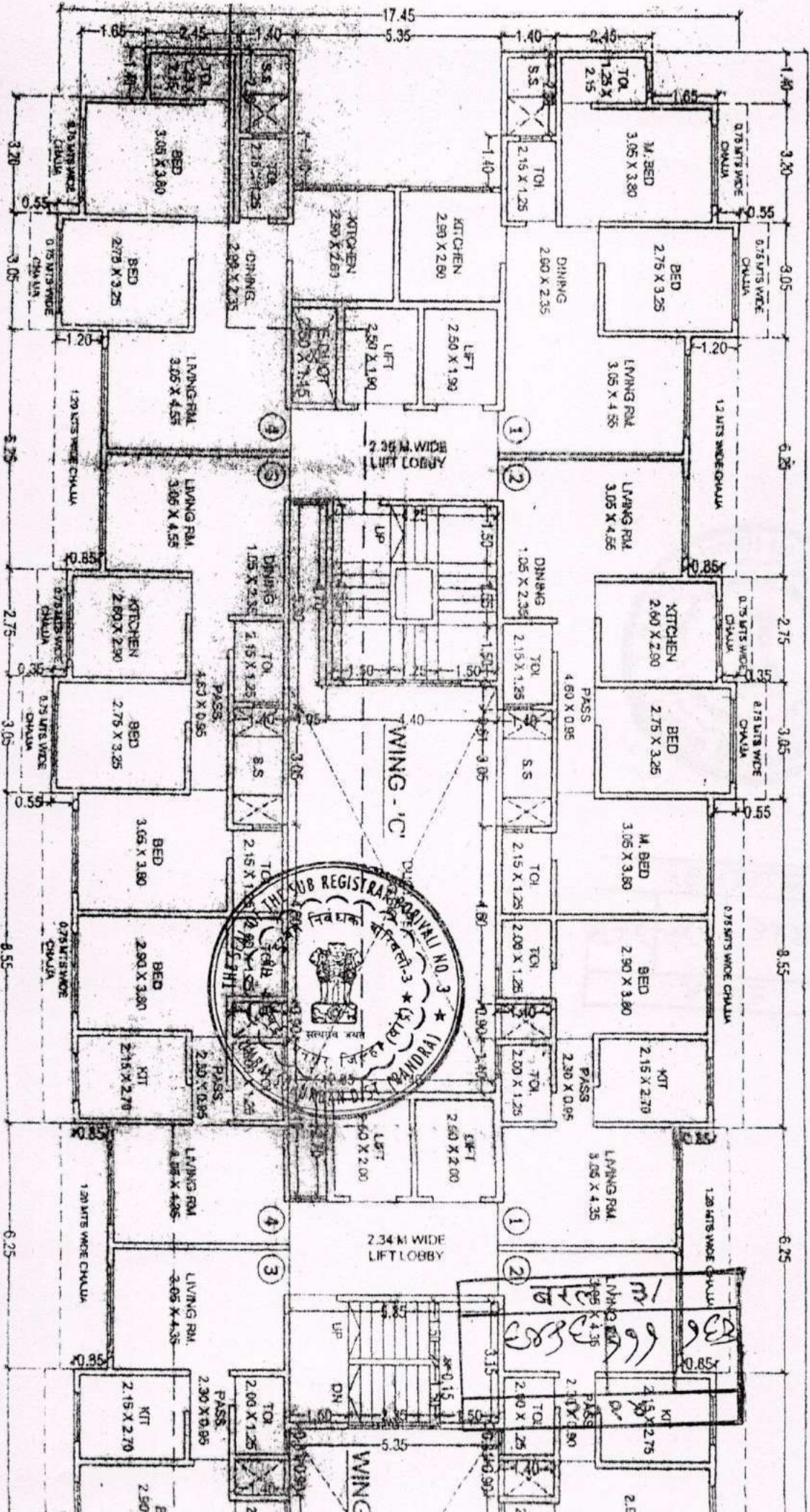
| NORTH | DWG. NO. | SCALE | CHKD BY    | DRN BY      |
|-------|----------|-------|------------|-------------|
|       |          | 1:100 | SUNIL JAIN | LEENA KADAM |

NAME & SIGN. OF ARCHITECT.

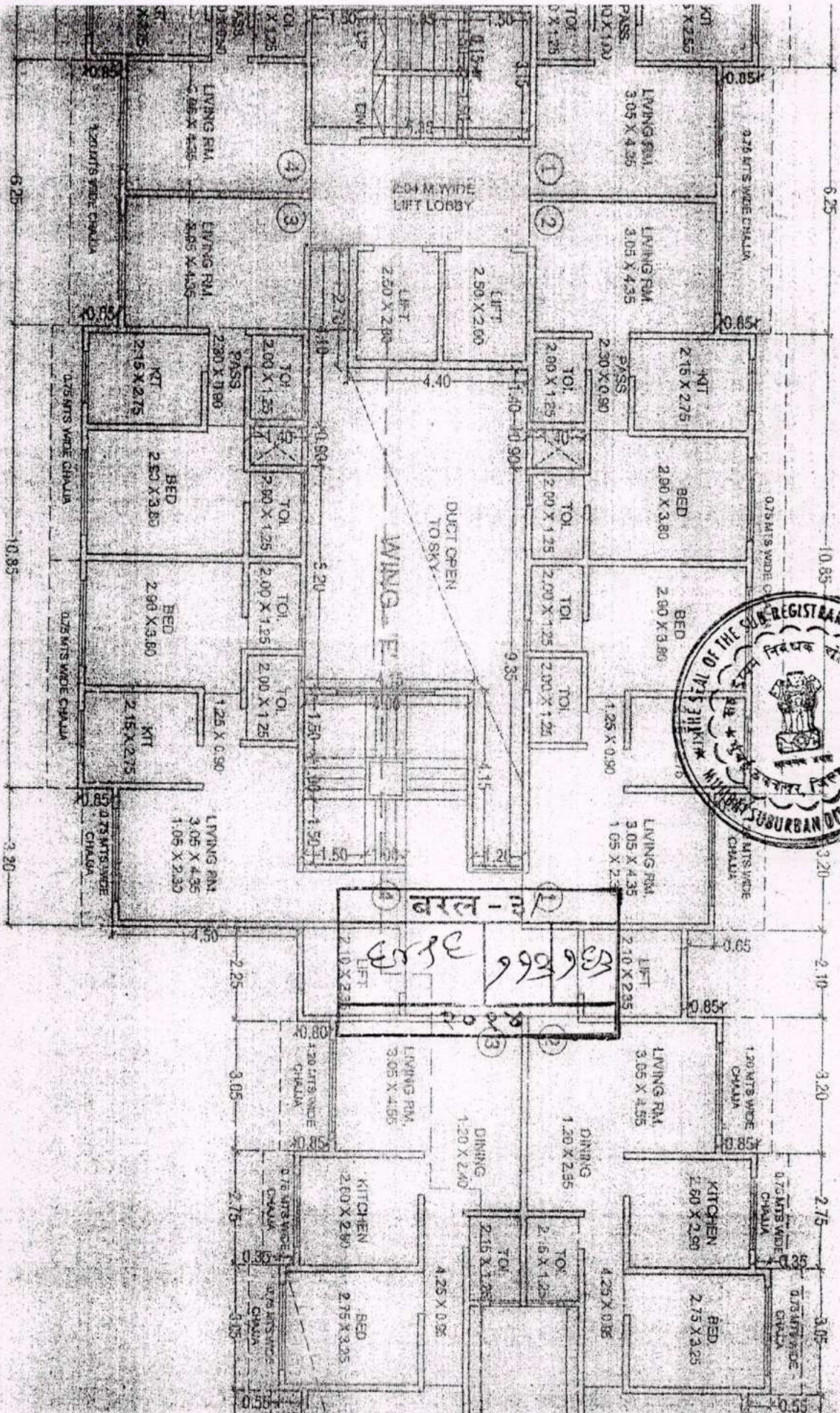
SANJAY NEVE & ASSOCIATES

SCALE 1:300

TYPICAL FLOOR PLAN (5TH, 6TH, 8TH TO 14TH & 16TH TO 22ND) WING 'C' & 'D'



TYPICAL FLOOR PLAN (4TH 5TH 7TH TO 13TH & 15TH TO 21ST) WING 'E' & 'F'



बरत - ३  
एरि ११११३

337/8051

पावती

Original/Duplicate

Tuesday, October 21, 2014

नोंदणी क्र.: 39म

7:33 PM

Regn.: 39M

पावती क्र.: 10042

दिनांक: 21/10/2014

गावाचे नाव: भाईदर

दस्तऐवजाचा अनुक्रमांक: टनन7-8051-2014

दस्तऐवजाचा प्रकार : पॉवर ऑफ अॅटर्नी

सादर करणाऱ्याचे नाव: नितेश हसमुखलाल शाह - -

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 200.00

पृष्ठांची संख्या: 10

एकूण:

रु. 300.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ व सीडी अंदाजे 7:47 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Thane

बाजार मुल्य: रु.1/-

भरलेले मुद्रांक शुल्क : रु. 500/-

हरम  
मोबदला: रु.1/-



1) देयकाचा प्रकार: By Cash रक्कम: रु 100/-

2) देयकाचा प्रकार: By Cash रक्कम: रु 200/-

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| बरल - ३/ |         |  |
| ६४९६     | ११५१९६३ |  |
| २०२४     |         |  |



337/8051

इतर  
पावती

Original/Duplicate

Tuesday, 21 October 2014  
7:54 PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 10047

दिनांक: 21/10/2014

गावाचे नाव: -भाईदर

दस्तऐवजाचा अनुक्रमांक: टनन7-8051-2014

दस्तऐवजाचा प्रकार : पॉवर ऑफ अॅटर्नी

सादर करणाऱ्याचे नाव: नितेश हसमुखलाल शाह - -  
वर्णन

दस्त हाताळणी फी

रु. 40.00

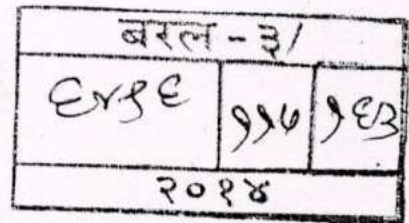
पृष्ठांची संख्या: 2

एकूण:

रु. 40.00

Joint Sub Registrar Thane

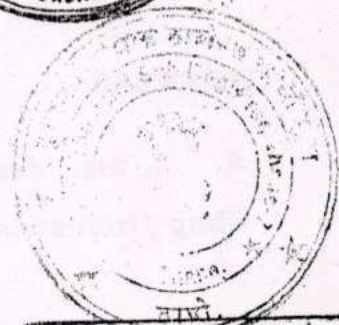
1); देयकाचा प्रकार: By Cash रक्कम: रु 40/-





महाराष्ट्र MAHARASHTRA

S 047212



जिल्हा कोषालय कार्यालय,  
ठाणे.  
13 OCT 2014  
*[Signature]*  
प्रमाण प्रमुख लिपीक/लिपीक

POWER OF ATTORNEY

TO ALL TO WHOME THESE PRESENT SHALL COME:-

|          |     |     |
|----------|-----|-----|
| वरल - ३/ |     |     |
| ए १११    | १११ | १११ |
| २०१४     |     |     |

✓ I MR. DEVANG HASMUKHLAL SHAH aged about 36 years residing at

Flat No. 502/A Venkatesh

AND WHEREAS:-

B. I am working Out Of India and it is not possible for me to be in Mumbai/Thane {State of Maharashtra}, and state Of Gujarat or anywhere in India and execute various documents for purchase of the residential premises and avail the loan facilities from financial institution. I am hence, desirous of appointing my Brother NITESH HASMUKHLAL SHAH residing at Flat No. 502/Kirti, Balaji Complex, 150 Feet Road, Bhayandar 401101 as constituted attorney.



NOW KNOW YE AND THESE PRESENTS SHALL WITNESS

I MR. DEVANG HASMUKHLAL SHAH of Bhayandar/Thane, Indian inhabitant residing Flat No. 502/A, Venkatesh Kirti, Balaji Complex, 150 Feet Road, Bhayandar (West), Thane-401101 do hereby irrevocable nominate, constitute and appoint my Elder Brother MR. NITESH HASMUKHLAL SHAH as my constituted attorney in my name and on my behalf to do the following, acts, deed, matters and things amount others viz:-

|          |       |
|----------|-------|
| बल-3/    |       |
| EXSE     | 22/83 |
| 5028     |       |
| C.N.N.-6 |       |
| CO49     | 1984  |

1. To negotiate and purchase the flat/Shop/Industrial Gala and for the said purpose in my name and on my behalf to execute agreement for sale, deed to transfer, sale deed, or any other documents as may required in law.

2. To lodge the documents so executed and admit with the sub-registrar of assurances having jurisdiction to receive the same for registration and appear before him and admit execution thereof.

3. In my name and on my behalf to operate the bank Account(s)

mercial

of the  
purchased  
movable  
by behalf

of the  
purchased

power of  
the bank  
to lodge the  
documents  
to receive  
-registrar

for goods  
the bank.

in all other  
which may  
action with

related by

amounts  
related by me

11. To negotiate on term for and to agree to and enter into conclude any agreement of Leave & License to any person or persons

12. To employ experts, professional such as solicitors, advocates, barristers, pleaders, accountants, persons, agents, assistants, clerks, servants and workers for managements, administration, recovery and protection of the said premises or appoint others in place of the said premises or appoint others in place of them and pay allow to the persons employed such remuneration honorarium, gratuities, wages and fees as the said attorney may think fit.

13. To adjust, settle, compromise or submit to arbitration and accounts, claims and demands whatsoever which hereafter may be pending between me and any person or persons whatsoever in such matters in all respect as the said attorney may think fit or to compound and accept part in lieu of and in satisfaction for the whole or to compromise any debt or sums or money now or hereinafter owing or payable to me and any other claims or demand which in whatever capacity have against any person or persons upon such terms as the said attorney may deem proper.

14. To exercise all powers, discharge rights, duties, functions, privileges, benefits and to do other acts of any nature whatsoever which we may be or become empowered or required to exercise or to do in respect of the said premises or any part thereof herein mentioned or otherwise howsoever.

15. To commence and prosecute any action suits or other proceedings at law against any person or persons in respect of any of the matters or things herein contained and to appear and defend action suits or other proceedings commenced against me or whereunto I may be a party and also if the said attorney may think



Handwritten notes and stamps at the bottom right. Includes a rectangular stamp with the number '223' and some illegible text. There are also handwritten numbers '2099' and '99'.

or other  
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time to time to appoint one or more substitute or substitutes and  
delegate all or some of the powers contained in this power of  
attorney to such substitute or substitutes or be  
remove and to appoint another or others in his , her or their place

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21. AND I Do hereby declare that the said attorney shall have full  
powers and absolute authority to act in the matter and premises  
aforesaid as fully and effectually as I would have acted myself



22. AND I do hereby, agree and undertake to ratify the acts, deed  
matters and things done by the said attorney (s) under this power  
of Attorney.

or to be  
he proper  
including  
me to the

IN WITNESS WHEREOF I have subscribed my signature (s) on this  
Power of Attorney 21<sup>th</sup> day of October, 2014.

|          |          |
|----------|----------|
| बरल - ३/ |          |
| ६४९६     | १२/१०/१४ |
| २०१४     |          |

and apply  
DA of the  
at source)  
necessary

SIGNED AND DELIVERED by

The within named

Donor(s) Executants

MR. DEVANG HASMUKHLAL SHAH

In the presence of.....

1. *[Signature]*
2. *[Signature]*

2014  
६४९६ १२/१०/१४  
२०१४

D.H. Shah



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Signature of Power of Attorney Holder

MR. NITESH HASMUKHLAL SHAH

*[Signature]*





भारत सरकार  
 Unique Identification Authority of India  
 Government of India

नोंदविण्याचा क्रमांक / Enrollment No 1218/62234/03804

To,  
 देवांगकुमार हसमुखलाल शाह  
 Devangkumar Hasmukhlal Shah  
 A/202, Venkateshwar Nagar Building No.7  
 Cabin Road  
 Bhayander (East)  
 Bhayander East Bhayander (East) Thane  
 Maharashtra 401105  
 9987485391

22/11/2012

Ref: 149 / 18A / 242703 / 243081 / P



SH093310634DF

आपला आधार क्रमांक / Your Aadhaar No:

**2350 1278 4991**

आधार — सामान्य माणसाचा अधिकार



भारत सरकार  
 GOVERNMENT OF INDIA



देवांगकुमार हसमुखलाल शाह  
 Devangkumar Hasmukhlal Shah  
 जन्म वर्ष / Year of Birth : 1979  
 पुरुष / Male



2350 1278 4991

आधार — सामान्य माणसाचा अधिकार

आधार — सामान्य माणसाचा अधिकार

3809 5554 8426



अंकिता देवांगकुमार शाह  
 Ankita Devangkumar Shah  
 जन्म वर्ष / Year of Birth : 1983  
 स्त्री / Female



ह.न.स. - 3  
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| बरल - 3/ |        |  |
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भारतीय विशिष्ट आयन प्राधिकरण  
**भारत सरकार**  
 Unique Identification Authority of India  
 Government of India

नोंदविण्याचा क्रमांक / Enrollment No 1034/90047/04568

To,  
 नितेश हसमुखलाल शाह  
 Nitesh Hasmukhlal Shah  
 A-502, Venkatesh Kirti, Balaji Complex  
 150 Feet Road  
 Near Flyover Bridge Bhayander West  
 Thane  
 Bhayander West Thane Thane  
 Maharashtra 401101  
 9821170150

Ref: 307 / 21G / 507003 / 508313 / P



SH048743104FT

आपला आधार क्रमांक / Your Aadhaar No. :

**5887 2231 8737**

आधार - सामान्य माणसाचा अधिकार



भारत सरकार  
 Government of India



नितेश हसमुखलाल शाह  
 Nitesh Hasmukhlal Shah  
 जन्म वर्ष / Year of Birth : 1973  
 पुरुष / Male



5887 2231 8737

आधार - सामान्य माणसाचा अधिकार

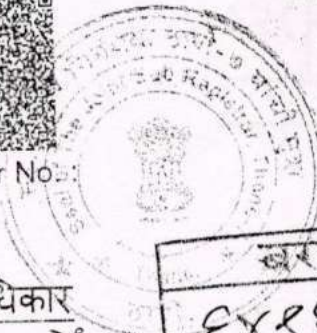
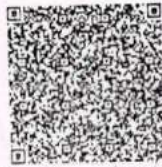


भारत सरकार  
 Government of India

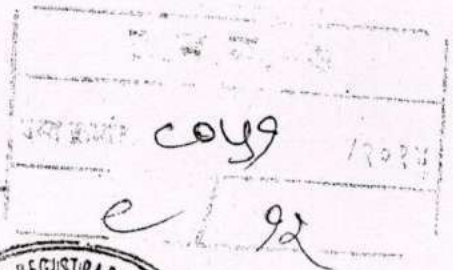
नितेश शाह  
 Nitesh Shah  
 जन्म वर्ष / Year of Birth : 1973  
 स्त्री / Female

2897 2984 6729

आधार - सामान्य माणसाचा अधिकार



|          |     |      |
|----------|-----|------|
| खरल - ३/ |     |      |
| ६४५६     | १२१ | १९७३ |
| २०१४     |     |      |



Summary1 (GoshwaraBhag-1)

337/8051

मंगळवार, 21 ऑक्टोबर 2014 7:33  
म.नं.

दस्त गोषवारा भाग-1

दनन 790/92

दस्त क्रमांक: 8051/2014

दस्त क्रमांक: दनन 7 /8051/2014

बाजार मुल्य: रु. 01/-

मोबदला: रु. 01/-

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. सह. दु. नि. दनन 7 यांचे कार्यालयात

पावती:10042

पावती दिनांक:

अ. क्र. 8051 वर दि.21-10-2014

21/10/2014

रोजी 7:31 म.नं. वा. हजर केला.

सादरकरणाचे नाव: नितेश हसमुखलाल शाह - -

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 200.00

पुण्याची संख्या: 10

दस्त हजर करणाऱ्याची सही:

एकूण: 300.00

Joint Sub Registrar Thane 7

Joint Sub Registrar Thane 7

दस्ताचा प्रकार: पॉवर ऑफ अॅटर्नी

मुद्रांक शुल्क: a जेव्हा तो प्रतिफलार्थ देण्यात आलेला असून @ त्यामुळे कोणतीही रक्कम मालमत्त  
विकण्याचा प्राधिकार मिळत असेल तेव्हा

शिकका क्र. 1 21 / 10 / 2014 07 : 26 : 42 PM ची वेळ: (सादरीकरण)

शिकका क्र. 2 21 / 10 / 2014 07 : 27 : 13 PM ची वेळ: (फी)

2170-  
90086/2092 -  
बरेल - 37  
2014



Summary-2( दस्त गोपवारा भाग - २ )



21/10/2014 7:36:52 PM

दस्त क्रमांक : टनन7/8051/2014

दस्ताचा प्रकार :- पाँवर ऑफ अँटर्नी



टनन 7 99/92  
दस्त क्रमांक: 8051/2014

अनु क्र. पक्षकाराचे नाव व पत्ता

छायाचित्र

अंगठ्याचा ठसा

- 1 नाव: नितेश हसमुखलाल शाह - -  
पत्ता: 502, पाचवा मजला, वेंकटेश कीर्ती  
बालाजी कॉम्प्लेक्स, 150 फीट रोड, भाईदर प.,  
ता. जि. ठाणे, -, -, Bhayander West,  
MAHARASHTRA, THANE, Non-  
Government.  
पॅन नंबर: ACDPS5582J

पाँवर ऑफ  
अटॉर्नी होल्डर  
वय :- 41  
स्वाक्षरी:

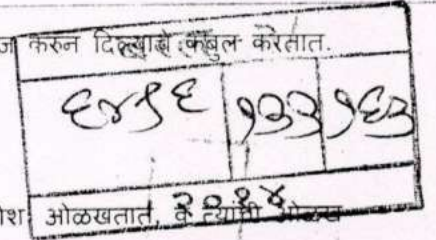


- 2 नाव: देवांग हसमुखलाल शाह - -  
पत्ता: प्लॉट नं: 502, माळा नं: पाचवा मजला,  
इमारतीचे नाव: वेंकटेश कीर्ती बालाजी  
कॉम्प्लेक्स, 150 फीट रोड, भाईदर प., ता.  
जि. ठाणे, ब्लॉक नं: -, रोड नं: -, . . .  
पॅन नंबर:

कुलमुखत्यार  
देणार  
वय :- 36  
स्वाक्षरी:



वरील दस्तऐवज करून देणार तथाकथीत पाँवर ऑफ अँटर्नी चा दस्त ऐवज करून दिल्याने कॅबुल केरतात.  
शिकका क्र.3 ची वेळ: 21 / 10 / 2014 07 : 28 : 44 PM



ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीश  
पटवितात

ओळखतात, के त्यांनी

अनु क्र. पक्षकाराचे नाव व पत्ता

छायाचित्र

अंगठ्याचा ठसा

- 1 नाव: निराली नितेश शाह - -  
वय: 41  
पत्ता: 502 वेंकटेश कीर्ती बालाजी कॉम्प्लेक्स, 150 फीट  
रोड, भाईदर प., ता. जि. ठाणे  
पिन कोड: 401101



- 2 नाव: अंकिता देवांग शाह - -  
वय: 32



## घोषणापत्र

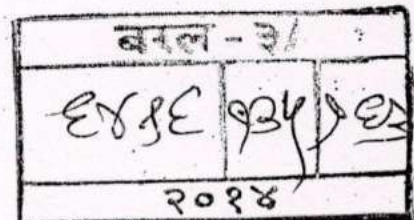
मी मितीष झाह द्वारा घोषित करतो की, दुय्यम  
निबंधक के (३) यांच्या कार्यालयात कमरमाता या शिर्षकाचा दस्त  
नोंदणीसाठी सादर करण्यात आला आहे. देवरा झाह व-इ-यांनी

दि. 22/09/25 रोजी मला दिलेल्या मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त  
नोंदणीस सादर केल्या आहे/निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी  
कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मंयत झालेले नाही किंवा  
अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दवातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून  
उपरोक्त कृती करण्यास मी पूर्णतः सहमत आहे. सदरचे कयन चुकीचे आढळून आल्यास नोंदणी अधिनियम 1902 चे  
कलम 12 अन्वये शिक्केस मी पात्र राहिन याची मला जाणीव आहे.



दिनांक : 9/12/24

कुलमुखत्यारपत्रधारकाच नाव  
व सही



Customer's Copy

**THE KAPOL CO-OP. BANK LTD.**  
FRANKING DEPOSIT SLIP

Branch: *Kandivali 2nd* **37603** Date: *21/08/18*

|                         |         |
|-------------------------|---------|
| Pay to Acct. Stamp Duty |         |
| Franking-Value          | Rs. 500 |
| Service Charges         | Rs. 10  |
| TOTAL                   | Rs. 510 |

Name & Address of the Stamp duty paying party

*Yog Siddhi Developers*  
*103, Sunil Ch Wansan bldg opp. S. URD*  
*Parvat, Near Kandivali (W), No. 67*

Tel./ Mobile No. *28013354*

Desc. of the Document

DD/Cheque No.:

Drawn on Bank:

(For Bank's Use Only)

Tran ID A254 Rs. \_\_\_\_\_

Franking Sr. No. PL-546 Rs. \_\_\_\_\_

Cashier \_\_\_\_\_ Office \_\_\_\_\_



बरल-३/  
EY 8 E 980 983  
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बरल-३/  
4904 9  
२०१३



Thursday, September 05, 2013  
3:41 PM

पावती

Original/Duplicate

नोंदणी क्र. :39म

Regn.:39M

पावती क्र. : 1047 दिनांक: 05/09/2013

गावाचे नाव: आकुर्ली  
दस्तऐवजाचा अनुक्रमांक: बरल-3-5175-2013  
दस्तऐवजाचा प्रकार: कुलमुखत्यारपत्र  
गादर करणाऱ्याचे नाव: मे./ योगनिंदी वेळूळकारगे मे पावोदार विठ्ठल विनाद वपानी  
नोंदणी फी  
दस्त हाताळणी फी  
पृष्ठांची संख्या: 14



एकूण:

रु. 380/-

आपणास मूळ दस्त, थंबनेल प्रिंट व सीडी अंदाजे 3:59 PM ह्या वेळेस मिळेल.

सह दु. नि. विवली 3

बाजार मूल्य: रु. 1/-

भरलेले मुद्रांक शुल्क : रु. 500/-

मोबदला: रु. 0/-

सह. दुय्यम निबंधक, बोरीवली क्र. 3;  
मुंबई उपनगर जिल्हा.

- 1) देयकाचा प्रकार: By Cash रकम: रु 100/-
- 2) देयकाचा प्रकार: By Cash रकम: रु 280/-

*(Handwritten signature)*

मूळ दस्त देण्याचा दि 6/9/2013

|          |     |     |
|----------|-----|-----|
| बरल - 3/ |     |     |
| 2155     | 939 | 983 |
| 2013     |     |     |

Specific Power of Attorney

Registered & Non-Registered

B-3

88750

NIL

YOGESHWARI DEVELOPERS  
PHALGUN C. GANDHI

500/-



उमट मुद्रांक फ्रॉकिंग अल्ट्रा वावलेट  
लेम्प खाली तपासले व एस.एस.ई. /  
संबंधित इच्छित कर्तव्यवासी दुरावनीवरून  
संपर्क साधून, वेळ व रीती आढळून आसा.

For The Kapad...  
Kandivali

D. 10  
Attornised

ERSE 987 983  
2088

**SPECIFIC POWER OF ATTORNEY**  
श्री योगेश्वरी डेव्हलपर्स प्रा. लि.

KNOW ALL MEN BY THIS PRESENTS that. We, (1) MR. CHIRAG VASANI & (2) MR. YOGESH RAMDAS KADAM Partners of M/S. YOGSIDDHI DEVELOPERS a Partnership firm registered under the provisions of Indian Partnership Act, 1932, having its principal office at Shree Sumukh Darshan, Block No. 103, behind Parekh Nagar, Near Swami Vivekanand International School, Kandivali (West), Mumbai - 400 067 do hereby appoint (1) MR. PHALGUN C. GANDHI, (2) MR. SUNILKUMAR R. PAL & (3) MR. BRIJESH B. PAL, all adults having their address at Office No. 102 on 1<sup>st</sup> Floor, "Ashiana Building", Next to ICICI Bank, Shantilal Mody Road, Kandivali (West), Mumbai - 400 067 as my Attorney under Registration Act, 1908 on our behalf to appear Jointly and /or Severally by any one of them before the Sub-Registrar of Borivali / Goregaon and to present for Registration the Agreement for Sale executed by us in favour of "THE PURCHASER/S" of Flats / Shops / offices of our building named "SUMUKH HILLS" being constructed on Plot of land bearing C.T.S. No. 147 lying and being situate at Village : Akurli, Taluka Borivali and to admit the execution thereof to do any action that may be necessary for the Registration of the said document and to receive it back when it has been duly registered and to sign and deliver a proper receipt for

D. Avichandran  
Authorised Signatory

For The Kapad...  
Kandivali (W) Br.

बरल-३/



# YOUR POWER BILL



The Tata Power Company Limited

Distribution Customer Services, Dharavi Receiving Station,  
Near Shalimar Industrial Estate, Matunga West, Mumbai 400019

Lighting up Lives!

## TATA POWER

|  |   |  |                   |
|--|---|--|-------------------|
| <b>Name</b>                                  | M S SHRI RIDHHI SIDHHI CONSTRU  | <b>Consumer No.:</b>                         | 2255599           |
| <b>Address</b>                               | SHREE,<br>SUMUKH DARSHAN CHS LTD<br>S V ROAD<br>NR SPRING CLUB<br>KANDIVALI (W) MUMBAI 400067 | <b>Bill No</b>                               | 7106613507        |
|  |   | <b>Bill Date</b>                             | 20.08.2013        |
|  |   | <b>Tariff Category</b>                       | LT1 - Residential |
|  |   | <b>Next Meter Reading Date</b>               | 18.09.2013        |
|  |   | <b>MRU</b>                                   | M0716504          |
|  |   | <b>Supply Division</b>                       | BORIVLI           |
|  |   | <b>Supply</b>                                | 3PHASE            |
| <b>Current Bill Amount</b><br>(आवकित राशि) ₹ | <b>Past Dues</b><br>(अनुगत राशि) ₹  | <b>Bill Amount Payable</b><br>(आवकित राशि) ₹ |                   |
| 4,018.00                                     | 0.00  | 4,018.00                                     |                   |
| <b>Current Bill Amount</b>                   |   | <b>Bill Amount On or Before Due Date</b>     |                   |
| Rs. 3,985.00                                 |   | Rs. 3,985.00                                 |                   |



CALL : 1-800-209-5161  
(24 x 7 Toll Free No.)

FIRE / ACCIDENT  
25774399

For bill & payment facilities log on to [tatapower.com](http://tatapower.com)  
For further communication please write to [customercare@tatapower.com](mailto:customercare@tatapower.com)

### CUSTOMER RELATIONS AND BILL PAYMENT CENTRES

- Tata Power Customer Relations Center / Cash & Cheque Counter.
- Unit No.8 A & B, Kalpavruksh Garden Bldg No.1, Near Vasant Complex Mahavir Nagar, New Link Road Kandivali (W) Mumbai 400067.
- Malad Sub-station, Marve Road, Nr Crematorium & Buria. Ground, Atharva College, Bus / MIT Chowki Stop, Malad (W) Mumbai 400063.
- Shop No.19 Rajnigandha Shopping Centre Building No 4, Near Gokuldham Temple Goregaon (E) Mumbai 400063.
- Goregaon Samruddhi Co-op Housing Soc., Shop number 2,S V Road, (Landmark - Goregaon Police Station) Goregaon (E) Mumbai 400062.
- Shop No.1, Govardhan Housing Society, Dikshit Road Extension, Vile Parle (E) Mumbai 400047.
- Shop no. 2,Ratna Co-operative Housing Society,Next to Canara Bank, Kalina Kurla Road Kalina, Kalina Mumbai 400055.
- BKC Distribution Substation, Near Asian Heart Hospital, Opp. Bharat Diamond Bourse, Bandra Kurla Complex, BKC Mumbai 400071.
- Next to Shroff Eye Hospital Seth Fakir Mohammad Jan Mohammad Chowk Cross roads of SV Road and Linking Road Bandra (W) Mumbai 400050.
- Next to Shroff Eye Hospital. Cross roads of SV Road and Linking road, Bandra (W) Mumbai 400050.
- Dharavi Receiving Station Near Shalimar Industrial Estate Matunga Mumbai 400019.
- Prompt Service ,302, Jaykrishna Chs, Opp. Swimming Pool, Nr. Sanskruti Bhavan,M. G. Road, Kandivali (W) Mumbai 400067.

Electronic Clearing Service (ECS) for hassle free bill payment. Please register online to avail this facility.  
For complete list of Customer Relations Centre, Online Payment and other cash and cheque collection centres, please log on to [cp.tatapower.com](http://cp.tatapower.com)



## TATA HOUSING

FOR THE SOARING HEIGHTS YOU HAVE ACHIEVED,  
HERE'S A DESERVING REWARD.

### GATEWAY TO AN ICONIC LIFESTYLE

# Aveza

1800-266-6666  
[www.tatahousing.in/aveza](http://www.tatahousing.in/aveza)

Mulund, Mumbai.

For advertising on this bill, please write to [advt@tatapower.com](mailto:advt@tatapower.com)

23074019/M0748604/ New/VEL-08026496-0  
MESSAGE TO THE CONSUMER

Save on your Electricity bill by availing of our Ceiling Fan Exchange Offer! Exchange your old fan with a new 3-speed energy efficient fan. Get more than 50% discount on MRP with 3 years warranty. Log on to [www.tatapower.com](http://www.tatapower.com) and register under 'My Mumbai Green Mumbai' or Call: 1-800-209-5161.

बल-३/  
२०१३

#### TIPS to Save Electricity

- Switch off the lights and fans when not in use.
- Switch off the mains when the appliances are not in use.

M. Shenbagam  
Head - Distribution Customer Service

### THE TATA POWER COMPANY LIMITED

|                                      |         |                           |                                |
|--------------------------------------|---------|---------------------------|--------------------------------|
| <b>Consumer No.:</b>                 | 2255599 | <b>Consumer Name:</b>     | M S SHRI RIDHHI SIDHHI CONSTRU |
| <b>Name of the Bank &amp; Branch</b> |         | <b>Bill No.:</b>          | 7106613507                     |
|                                      |         | <b>Bill Date:</b>         | 20.08.2013                     |
|                                      |         | <b>Due Date:</b>          | 10.09.2013                     |
|                                      |         | <b>Discount Date:</b>     | 27.08.2013                     |
| <b>Cheque No.:</b>                   |         | <b>Discounted Amount:</b> | 3,985.00                       |
|                                      |         | <b>Cheque Date:</b>       |                                |

|                           |         |
|---------------------------|---------|
| <b>Bill Amount</b>        | 3985.00 |
| <b>Cash Denomination:</b> | 2000    |

Payment should be made by crossed cheque/DD in favour of  
"The Tata Power Co.Ltd - Consumer A/c No.2255599"  
Please write your Bill Number on the back side of the cheque /DD.  
Please do not issue post-dated or outstation cheques.



आयकर विभाग  
 INCOME TAX DEPARTMENT  
 YOGESH RAMDAS KADAM  
 RAMDAS GANGARAM KADAM  
 16/02/1986  
 Permanent Account Number  
 ARZPK3091K  
 Signature

भारत सरकार  
 GOVT. OF INDIA

आई लेखा संख्या / PERMANENT ACCOUNT NUMBER  
 ABOPV0030G  
 नाम / NAME  
 CHIRAG VINOD VASANI  
 पिता का नाम / FATHER'S NAME  
 VINOD GIRDHARLAL VASANI  
 जन्म तिथि / DATE OF BIRTH  
 28-03-1979  
 हस्ताक्षर / SIGNATURE  
 आयकर निदेशक (पद्धति)  
 DIRECTOR OF INCOME TAX (SYSTEMS)



|        |
|--------|
| बरल-३/ |
| 4904/0 |
| २०१३   |

|               |
|---------------|
| बरल-३/        |
| ERSE 9/4/2013 |
| २०१४          |

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SANJAY BHASKAR GAIKWAD  
BHASKAR T AULAT GAIKWAD

08/08/1972

Permanent Account Number

AJLPG3922D  
COLOUR XEROX

*Sanjay GaiKWAD*  
Signature



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT OF INDIA

SUNIL KUMAR R PAL

RAMJAS BACHI PAL

18/01/1982

Permanent Account Number  
AKLPP4308B

*Sunil R Pal*  
Signature



स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER

AABPG5340G



नाम / NAME  
PHALGUN CHANDRAKANT GANDHI

पिता का नाम / FATHER'S NAME  
CHANDRAKANT JAMNADAS GANDHI

जन्म तिथि / DATE OF BIRTH  
30-09-1964

हस्ताक्षर / SIGNATURE

*Phalgun Gandhi*

आयकर निदेशक (प्रणाली)  
DIRECTOR OF INCOME TAX (SYSTEMS)

|        |   |
|--------|---|
| बरत-३/ |   |
| 4904   | e |
| 2023   |   |

|        |          |
|--------|----------|
| बरत-३/ |          |
| 805E   | 9504 983 |
| 2028   |          |



गुरुवार, 05 सप्टेंबर 2013 3:41 म.नं.

दस्त गोपवाग भाग-1

बरल-3

दस्त क्रमांक: 5175/2013

दस्त क्रमांक: बरल-3 /5175/2013

बाजार मूल्य: रु. 01/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. सह. दु. नि. बरल-3 यांचे कार्यालयात

अ. क्र. 5175 वर दि.05-09-2013

रोजी 3:39 म.नं. वा. हजर केला.

पावती:5847

पावती दिनांक: 05/09/2013

सादरकरणाराचे नाव: चे./ योगसिद्धी डेव्हलपर्स चे भागीदार  
चिराग विनोद वसानी

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 280.00

पृष्ठांची संख्या: 14

*(Handwritten Signature)*

दस्त हजर करणाऱ्याची सही:

एकूण: 380.00

सह दु. नि. *(Handwritten Signature)*



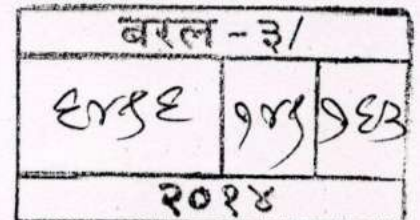
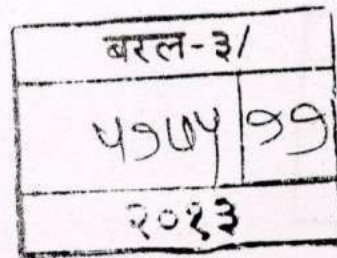
सह दु. नि. *(Handwritten Signature)*

दस्ताचा प्रकार: कुलमुहत्पारपत्र

मुद्रांक शुल्क: (48-अ) जेव्हा एकाच संव्यवहाराच्या संध्यात एका किंवा अधिक दस्तऐवजांची नोंदणी करण्याच्या एकमेव प्रयोजनासाठी किंवा असे एक किंवा अधिक दस्तऐवज निष्पादित केल्याचे कबूल करण्यासाठी केला असेल तेव्हा

शिक्षा क्रं. 1 05 / 09 / 2013 03 : 39 : 03 PM ची वेळ: (सादरीकरण)

शिक्षा क्रं. 2 05 / 09 / 2013 03 : 39 : 33 PM ची वेळ: (फी)





05/09/2013 3 45:19 PM

दस्त गोषवारा भाग - २ क्र. 3  
क्र. 5175/2013

दस्त क्रमांक : बरल-3/5175/2013  
दस्ताचा प्रकार :- कुलमुखत्यारपत्र



अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव: फाल्गुन सी गांधी  
पत्ता: प्लॉट नं: १०२, माळा नं: १ ला माळा,  
इमारतीचे नाव: आशियाना, ब्लॉक नं: कांदिवली  
वेस्ट, रोड नं: शांतिलाल मोदी रोड, ...  
पॅन नंबर: AABPG5340G

पक्षकाराचा पत्ता  
पॉवर ऑफ अटॉर्नी  
होल्डर  
वय :- 49  
स्वाक्षरी:-



अंगठ्याचा टसा



2 नाव: मुनीलकुमार आर पाल  
पत्ता: प्लॉट नं: १०२, माळा नं: १ ला माळा,  
इमारतीचे नाव: आशियाना, ब्लॉक नं: कांदिवली  
वेस्ट, रोड नं: शांतिलाल मोदी रोड, ...  
पॅन नंबर: AKLPP4308B

पॉवर ऑफ अटॉर्नी  
होल्डर  
वय :- 32  
स्वाक्षरी:-



3 नाव: ब्रिजेश वी पाल  
पत्ता: प्लॉट नं: १०२, माळा नं: १ ला माळा,  
इमारतीचे नाव: आशियाना, ब्लॉक नं: कांदिवली  
वेस्ट, रोड नं: शांतिलाल मोदी रोड, ...  
पॅन नंबर: AUKPP5426B

पॉवर ऑफ अटॉर्नी  
होल्डर  
वय :- 29  
स्वाक्षरी:-



4 नाव: मे./ योगसिद्धी डेव्हलपर्स चे भागीदार चिराग  
विनोद बसानी  
पत्ता: प्लॉट नं: १०३, माळा नं: -, इमारतीचे नाव: श्री  
सुमुखदर्शन, ब्लॉक नं: कांदिवली वेस्ट, रोड नं:  
विहाईड पारेख नगर नियर स्वामी विवेकानंद  
इंटरनॅशनल स्कूल, ...  
पॅन नंबर: ABOPV0030G

कुलमुखत्यार देणार  
वय :- 34  
स्वाक्षरी:-



5 नाव: मे./ योगसिद्धी डेव्हलपर्स चे भागीदार योगेश  
रामदास कदम  
पत्ता: प्लॉट नं: १०३, माळा नं: -, इमारतीचे नाव: श्री  
सुमुखदर्शन, ब्लॉक नं: कांदिवली वेस्ट, रोड नं:  
विहाईड पारेख नगर नियर स्वामी विवेकानंद  
इंटरनॅशनल स्कूल, ...  
पॅन नंबर: ARZPK3091K

कुलमुखत्यार देणार  
वय :- 27  
स्वाक्षरी:-



वरील दस्तऐवज करून देणार तथाकथित कुलमुखत्यार देणार दिल्याचे कदुल करतात.  
शिक्षा क्र.3 ची वेळ: 05/09/2013 03:42:13

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्ता देणारा व्यक्तीस ओळखतात, व त्यांनी ओळख पट्टीवित्त

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव: संजय भास्कर गायकवाड  
वय: 42  
पत्ता: १०२ १ माळा आशियाना शांतिलाल मोदी रोड कंदीवाली  
वेस्ट स्वाक्षरी



बरल-३/

4904 93

२०१३

छायाचित्र

अंगठ्याचा टसा

बरल-३/

Er 3E 949 93

२०१४

## घोषणापत्र

मी सुशिलकुमार पाव इच्छारे घोषित करतो की, दुय्यम  
निबंधक वे(३) यांच्या कार्यालयात कुमरनामा या शिर्षकाचा दस्त  
नोंदणीसाठी सादर करण्यात आला आहे. खिराग वसानी व योगेश्वर कदम व.श. यांनी  
दि. २६/८/१३ रोजी मला दिलेल्या मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त  
नोंदणीस सादर केला आहे/निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी  
कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मंयत झालेले नाही किंवा  
अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दवातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून  
उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कयन चुकीचे आढळून अल्यास नोंदणी अधिनियम १९०८ चे  
कलम ८२ अन्वये शिक्षेस मी पात्र राहिन याची मला जाणीव आहे.



दिनांक :

११/२/१५

Sushil Kumar  
कुलमुखत्यारपत्रधारकाचा नाव  
व सही

|          |     |     |
|----------|-----|-----|
| बरल - ३/ |     |     |
| ९४८९     | १५३ | १९६ |
| २०१४     |     |     |

**आयकर विभाग**  
**INCOME TAX DEPARTMENT**

**भारत सरकार**  
**GOVT. OF INDIA**

**YOG SIDDHI DEVELOPERS**

17/01/2005  
 Permanent Account Number  
**AAAFY5384K**

Signature



बरल - ३/  
 ६६९६ १५५ १९८  
 २०१४

आयकर विभाग  
 INCOME TAX DEPARTMENT

भारत सरकार  
 GOVT. OF INDIA

NITESH H SHAH  
 HASMUKHLAL AMRUTLAL SHAH  
 12/04/1973  
 Permanent Account Number  
**ACDPS5582J**

Signature



बरत-३/  
 EXRE 9449ES  
 २०१४

आयकर विभाग  
 INCOME TAX DEPARTMENT

भारत सरकार  
 GOVT. OF INDIA

PATEL SUNNY MUKESHBHAI  
 MUKESHBHAI ISHWARBHAI PATEL  
 15/08/1990  
 Permanent Account Number  
**BCHPP4413L**

भारत सरकार

24072009

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

APGPS2352L



नाम /NAME

DEVANG HASMUKHLAL SHAH

पिता का नाम /FATHER'S NAME

HASMUKHLAL AMRITLAL SHAH

जन्म तिथि /DATE OF BIRTH

18-06-1979

हस्ताक्षर /SIGNATURE

D. H. Shah

P. R. Sharma

आपका अधिकारी (कंप्यूटर ऑपरेटर)

Commissioner of Income-tax(Computer Operations)

25



*[Handwritten signature]*

|          |     |      |
|----------|-----|------|
| वरल - ३/ |     |      |
| ६४३६     | १५१ | १९७३ |
| २०१४     |     |      |

Summary I (GoshwaraBhag-1)



मंगळवार, 09 डिसेंबर 2014 2:51 म.नं.

दस्त गोपवारा भाग-1

बरल-3 ७६९/९६३

दस्त क्रमांक: 6496/2014

दस्त क्रमांक: बरल-3 /6496/2014

बाजार मूल्य: रु. 46,97,500/- मोबदला: रु. 65,00,000/-

भरलेले मुद्रांक शुल्क: रु.3,25,000/-

दु. नि. सह. दु. नि. बरल-3 यांचे कार्यालयात

अ. क्र. 6496 वर दि.09-12-2014

रोजी 2:43 म.नं. वा. हजर केला.

पावती:7830

पावती दिनांक: 09/12/2014

सादरकरणाराचे नाव: देवांग - शाह तर्फे मुखत्यार नितेश शाह

नोंदणी फी रु. 30000.00


दस्त हाताळणी फी रु. 3300.00

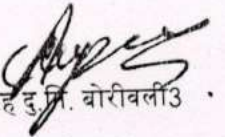
डाटा एन्ट्री रु. 20.00

पृष्ठांची संख्या: 165

दस्त हजर करणाऱ्याची सही:

एकुण: 33320.00

  
सह दु.नि. बोरीवली 8

  
सह दु.नि. बोरीवली 3

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्र. 1 09 / 12 / 2014 02 : 43 : 10 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 09 / 12 / 2014 02 : 44 : 05 PM ची वेळ: (फी)



Summary-2( दस्त गोषवारा भाग - २ )



09/12/2014 2 54:14 PM

दस्त गोषवारा भाग-2

वरल-3 922/923

दस्त क्रमांक:6496/2014

दस्त क्रमांक :वरल-3/6496/2014

दस्ताचा प्रकार :-करारनामा

| अनु क्र. | पक्षकाराचे नाव व पत्ता  | पक्षकाराचा प्रकार                         | छायाचित्र | अंगठ्याचा ठसा |
|----------|---|---|-----------|---------------|
| 1        | नाव:देवांग - शाह तर्फे मुखत्यार नितेश शाह<br>पत्ता:प्लॉट नं: ५०२/ए, माळा नं: -, इमारतीचे नाव:<br>वेंकटेश किर्ती बालाजी कॉम्प्लेक्स, ब्लॉक नं: भाईदर<br>वेस्ट, रोड नं: १५० फिट रोड, महाराष्ट्र, ठाणे.<br>पिन नंबर:APGPS2352L   | लिहून घेणार<br>वय :-42<br>स्वाक्षरी:-<br> |           |               |
| 2        | नाव:मे/योगसिद्धी डेव्हलपर्स चे भागीदार चिराग<br>विनोद वसानी व योगेश रामदास कदम तर्फे मुखत्यार<br>सुनीलकुमार - पाल<br>पत्ता:प्लॉट नं: १०२, माळा नं: -, इमारतीचे नाव:<br>आशियाना, ब्लॉक नं: कांदिवली वेस्ट, रोड नं:<br>शांतिलाल मोदी रोड, महाराष्ट्र, मुंबई.<br>पिन नंबर:AAAFY5384K | लिहून देणार<br>वय :-33<br>स्वाक्षरी:-<br> |           |               |

वरील दस्तऐवज करून देणार तथाकथित करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.

शिक्का क्र.3 ची वेळ:09 / 12 / 2014 02 : 45 : 17 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

| अनु क्र. | पक्षकाराचे नाव व पत्ता   | पक्षकाराचा प्रकार | छायाचित्र | अंगठ्याचा ठसा |
|----------|--|-------------------|-----------|---------------|
| 1        | नाव:सन्नी मुकेशभाई पटेल<br>वय:24<br>पत्ता:५०२/ए वेंकटेश किर्ती बालाजी कॉम्प्लेक्स १५० फिट रोड<br>भाईदर वेस्ट<br>पिन कोड:401101 | स्वाक्षरी<br>     |           |               |
| 2        | नाव:निराली नितेश शाह<br>वय:41<br>पत्ता:५०२/ए वेंकटेश किर्ती बाळाजी कॉम्प्लेक्स १५० फिट रोड<br>भायंदर वेस्ट<br>पिन कोड:401101   | स्वाक्षरी<br>     |           |               |

शिक्का क्र.4 ची वेळ:09 / 12 / 2014 02 : 46 : 16 PM





\_\_\_\_\_

ESTABLISHED

THE FOUNDING MEMBERS

AND

RESPECTIVE PERSONS

\_\_\_\_\_

The Founders

AGREEMENT FOR SALE

\_\_\_\_\_

\_\_\_\_\_

RECEIVED  
JAN 10 1901

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2013

BETWEEN

M/S. YOGSIDDHI DEVELOPERS  
.....The Promoters

AND

Mr./Mrs./M/s. Devang Shah

Address 502/A, Venkatesh Kirti,  
Balaji Complex, 150 Feet Road,  
Bhayander (West), Thane-401 101.

.....The Purchaser/s

AGREEMENT FOR SALE

Flat/Shop/Office No. 1104

On 11<sup>th</sup> floor, Wing F of SUMUKH HILLS

*[Handwritten Signature]*  
2:45  
10/12/2014

sr. Epayment Number  
1 MH004066519201415R

Defacement Number  
0002669784201415

6496 /2014

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प्रमाणित करणेत येते की या  
दस्तामध्ये एकूण.....१६३.....पाने आहेत.  
पुस्तक क्र.१/बरल-३/...६४९६.....२०१४  
घर नोंदला, दिनांक.०५.१२.२०१४

*[Signature]*  
सह दुय्यम निबंधक, बोरीवली क्र. ३,  
मुंबई उपनगर जिल्हा.



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भारतीय विशिष्ट ओळख प्राधिकरण

भारत सरकार

Unique Identification Authority of India  
Government of India

नोंदविण्याचा क्रमांक / Enrollment No 1034/90047/04571

To,  
निराली नितेश शाह  
Nirali Nitesh Shah  
A-502 Venkatesh Kirti, Balaji Complex  
150 Feet Road  
Near Flyover Bridge Bhayander West  
Thane  
Bhayander West Thane Thane  
Maharashtra 401101  
9892430151

Ref: 307/21G/507005/508313/P



SH048743121FT



आपला आधार क्रमांक / Your Aadhaar No. : ५१

2897 2984 6729

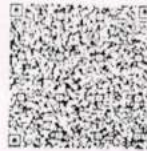
आधार - सामान्य माणसाचा अधिकार



भारत सरकार  
Government of India



निराली नितेश शाह  
Nirali Nitesh Shah  
जन्म वर्ष / Year of Birth : 1973  
स्त्री / Female



2897 2984 6729

आधार - सामान्य माणसाचा अधिकार

*Nirali Nitesh Shah*

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भारतीय विशिष्ट ओळख प्राधिकरण

भारत सरकार

Unique Identification Authority of India  
Government of India

नोंदविण्याचा क्रमांक / Enrollment No 1034/90047/04568

To,  
नितेश हसमुखलाल शाह  
Nitesh Hasmukhlal Shah  
A-502, Venkatesh Kirti, Balaji Complex  
150 Feet Road  
Near Flyover Bridge Bhayander West  
Thane  
Bhayander West Thane Thane  
Maharashtra 401101  
9821170150

Ref: 307 / 21G / 507003 / 508313 / P



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5887 2231 8737

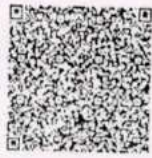
आधार - सामान्य माणसाचा अधिकार



भारत सरकार  
Government of India



नितेश हसमुखलाल शाह  
Nitesh Hasmukhlal Shah  
जन्म वर्ष / Year of Birth : 1973  
पुरुष / Male



5887 2231 8737

आधार - सामान्य माणसाचा अधिकार

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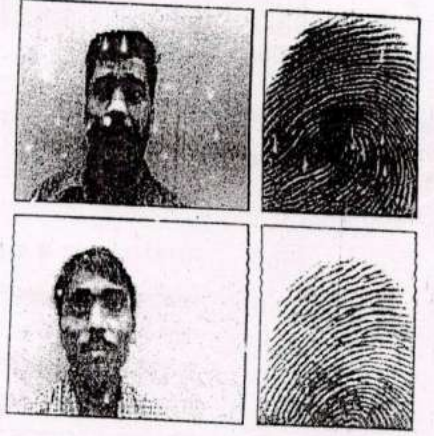


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२०१४



पिन कोड:400067

*[Handwritten signature]*



2 नाव:विश्वनाथ - झा  
वय:33

पता:१०३ श्री सुमुखदर्शन विहाइड पारेख नगर नियर स्वामी  
विवेकानंद इंटरनेशनल स्कूल कांदिवली वेस्ट  
पिन कोड:400067

स्वाक्षरी

*[Handwritten signature]*

शिकका क्र.4 ची वेळ:05 / 09 / 2013 03 : 42 : 59 PM

शिकका क्र.5 ची वेळ:05 / 09 / 2013 03 : 43 : 24 PM नोंदणी पुस्तक 4 मध्ये

सह दु.नि. बोरीवली ३

*[Handwritten signature]*

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5175 /201

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प्रमाणित करणेत येते की, या दस्तामध्ये एकूण १४ पाने आहेत. पुस्तक क्र. १/बरल-३/ क्रमांक ५५०५/२०१३ वर नोंदला. दिनांक ०५/०९/२०१३

सह दुय्यम निबंधक बोरीवली क्र. ३,  
मुंबई उपनगर जिल्हा.



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भारत सरकार  
 METEOR DEPARTMENT  
 DR. JESH BHULLAN PAL  
 BHULLAN PAL  
 15/10/1984  
 Permanent Account Number  
 AUKPP5426B  
 Signature



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Extracts of Electricity Tariff Schedule (W.E.F. 01-07-2013)

| Meter Reading (मीटर पढ़ाई) | Meter No. 1 (मीटर नं. 1) | Meter No. 2 (मीटर नं. 2) | Meter No. 3 (मीटर नं. 3) | Category   | Energy Charges (₹/kWh) | Wheeling Charges (₹/kWh) | Fixed / Demand Charges   | Electricity Duty (on Energy Charges + FAC) | Tax on (Paid) |
|----------------------------|--------------------------|--------------------------|--------------------------|--|------------------------|--------------------------|--------------------------|--|---------------|
| Closing Rdy: 710.00        | ST065680                 |                          |                          | LT I - Residential (3-Phase)                             | ₹0.10                  | ₹1.87                    | ₹3 per month             | 15%  |               |
| Opening Rdy: 53.00         |                          |                          |                          | LT I - Residential (3-Phase) 001 - 100 Units             | ₹0.26                  | ₹1.87                    | ₹40 per month            | 15%  |               |
| Difference: 657.00         |                          |                          |                          | 101 - 300 Units  | ₹1.75                  | ₹1.87                    | ₹75 per month            | 15%  |               |
| Multi-Factor: 1.00         |                          |                          |                          | 301 - 500 Units  | ₹4.38                  | ₹1.87                    | ₹75 per month            | 15%  |               |
| Adjustment:                |                          |                          |                          | Above 500 Units (tariff units)                           | ₹5.91                  | ₹1.87                    | ₹100 per month           | 15%  |               |
|                            |                          |                          |                          | LT II (B) - LT Commercial 0-20 kW load                   | ₹5.10                  | ₹1.87                    | ₹250 per month           | 17%  |               |
|                            |                          |                          |                          | LT III - LT Industrial upto 20 kW load                   | ₹4.65                  | ₹1.87                    | ₹250 per month           | 17%  |               |
|                            |                          |                          |                          | (i) Advertising & Signage, incl. Roadlights & neon signs | ₹16.51                 | ₹1.87                    | ₹400 per month           | 17%  |               |
|                            |                          |                          |                          | LT VII (A) - Temporary Supply Religious (TSR)            | ₹7.15                  | ₹1.87                    | ₹200 per conn. per month | 17%  |               |
|                            |                          |                          |                          | LT VII (B) - Temporary Supply Others (TSO)               | ₹13.20                 | ₹1.87                    | ₹400 per conn. per month | 17%  |               |
|                            |                          |                          |                          | LT VIII - Crematoriums and Burial Grounds                | ₹2.15                  | ₹1.87                    | ₹100 per conn. per month | As applicable                              | As applicable |
|                            |                          |                          |                          | LT IV - Temporary Supply                                 | ₹11.05                 | ₹0.89                    | ₹200 per conn. per month | 17%  |               |

Note: Residential (3 phase) - Additional Fixed Charge of ₹100 per 10kW load or part thereof above 10 kW shall be payable. LT VII (B) - Additional Fixed Charge of ₹150 per 10 kW load or part thereof above 10 kW load shall be payable. Fuel Adjustment Charge (FAC) will be applicable to all consumers and will be charged over the above tariff. Scheduled Rates for Re-connection, Meter Sniffing, Testing of Installation & Meter will be applicable as per the schedule charges approved by MTRC. For details of tariff order, please visit www.mercindia.org.in / www.tatapower.com

Total Metered Units is due to Wheeling Losses of R-Infra Network (9.0% for LT and 1.94% for HT) paid to R-Infra.



| Month    | Metered Units (kWh) | Wholesale Units (kWh) |
|----------|---------------------|-----------------------|
| JAN 2013 | 842                 | 925                   |
| DEC 2012 | 773                 | 849                   |
| NOV 2012 | 881                 | 968                   |
| OCT 2012 | 948                 | 1,042                 |
| MAR 2013 | 384                 | 930                   |
| FEB 2013 | 657                 | 905                   |

| Category                           | Amount (₹) |
|------------------------------------|------------|
| Last Bill Amount                   | 4,718.00   |
| Last Payment Received              | 4,848.00   |
| Security Deposit available with us | 3,850.00   |

| Category                    | Amount (₹) |
|-----------------------------|------------|
| Electricity Duty            | 509.91     |
| Consumption (For 12 Months) | 509.91     |

| Your Bill Details                             |  | (₹)     |
|---|--|---------|
| 1. Energy Charges                             |  | 2564.02 |
| 2. Fixed Charges                              |  | 200.00  |
| 3. Fuel Adjustment Charges                    |  | 0.00    |
| 4. Cross Subsidy Surcharge R-Infra            |  | 0.00    |
| 5. Wheeling Charges @ Rs.0.8800 R-Infra*      |  | 635.36  |
| 6. Wheeling Charges @ Rs.0.00000 TPC-D**      |  | 0.00    |
| 7. Electricity Duty @ 15.00 %                 |  | 509.91  |
| 8. Tax on Sale of Electricity @ 15.00 %       |  | 108.30  |
| 9. Adjustments                                |  | 0.00    |
| 10. Total(1 to 8)                             |  | 4018.00 |
| 11. Delayed Payment Charges                   |  | 0.00    |
| 12. Interest on Arrears                       |  | 0.00    |
| 13. Outstanding Amount                        |  | 0.00    |
| 14. Bill Amount(9 to 12)                      |  | 4018.00 |
| 15. Discount (if paid on / before 27.08.2013) |  | 33.00   |
| 16. Other Charges (Recon. / Mtr. Testing)     |  | 0.00    |
| 17. Advance Payment Available                 |  | 0.00    |
| 18. Net Bill Amount                           |  | 3985.00 |
| 19. Security Deposit(SD) Due                  |  | 0.00    |

\* Cost paid to R-Infra for use of their network  
 \*\* Cost of Tata Power's network deducted from the basic tariff  
 E & O.E.\*

Consumption pattern (Billed Unit - kWh)



**IMPORTANT NOTICE**

1) In all your correspondence, please mention Consumer No. & Bill No.(s). 2) All bills, even if disputed, have to be paid fully. Adjustments if any, will be made in the subsequent bills. 3) Bill amount has been rounded off to nearest Rupee. 4) If bills are not paid by due date, a one-time Delayed Payment Charge (DPC) will be levied @ 2% of the total amount of the bill. 5) The interest will be payable from 2nd month after due date, on the amount due plus the one-time interest on arrears. 6) Cash discount of 1% will be allowed on the monthly bill (including energy charges, fixed/demand charges, fuel adjustment charges & FAC) excluding TOSE & other taxes, if payment is received by the discount date indicated in the Bill. 7) Please note that theft of electricity in your responsibility. 8) Please keep the meter room clear for electricity connection for purposes other than that provided for is a tariff violation & may lead to disconnection, penal action. PLEASE CONTACT OUR "CALL CENTER" for any complaints / queries / non-receipt of bills / supply interruptions on the following number: 1-800-209-5161 (toll-free). For Emergencies like Fire / Accident, please call on 2577 4399. 9) In case of unresolved complaints, please write to, customercare@tatapower.com 2) In case of unresolved complaints for a period of two months, you may approach Chairperson, Consumer Grievance Redressal Forum (CGRF), Tata Power Company Limited, Shalimar Industrial Estate, Matunga (west), Mumbai - 400 019 or Email at grievance.ca@tatapower.com. Every grievance must be submitted in writing to the forum. 3) Location of the Ombudsman: Maharashtra Electricity Regulatory Commission, 806-808, Keshava Building, Bandra-Kurla Complex, Mumbai - 400 051. Customer Management Department Fax: 67172730. Cash payments not accepted on Bank Holidays.

**Online Food Mill**

Snacks · Lunch · Dinner

Ab Karo, Sab Order Online

**Tasty Khana**

GET ₹100 OFF ON A MIN. ORDER OF ₹200

The said (1) MR. PHALGUN C. GANDHI, (2) MR. SUNILKUMAR R. PAL & (3) MR. BRIJESH B. PAL, are also authorized to appear before the Registrar of Assurances Borivali / Goregaon to Lodge the Documents like Undertaking, Declaration, Affidavits, Indemnity Bond Which are required to be Submitted to the Municipal Corporation of Greater Mumbai, State or Union Government and shall admit our Execution before the Registrar of Assurances Borivali / Goregaon on our behalf.



WHEREOF We have signed this Specific Power to present the Document for Registration at Mumbai on this 28<sup>th</sup> day of Aug. 2013.

SIGNED, SEALED AND DELIVERED BY

The within named

(1) MR. CHIRAG VINOD VASANI

(2) MR. YOGESH RAMDAS KADAM

Partner of

M/S. VOCSIDDHI DEVELOPERS

In the presence of

Handwritten signatures of witnesses.

WE ACCEPT



Handwritten signature of Chirag Vinod Vasani.



ATTORNEY'S SPECIMEN SIGNATURE

Handwritten signature of Mr. Phalgun C. Gandhi.

(MR. PHALGUN C. GANDHI)



(MR. SUNILKUMAR R. PAL)



Handwritten notes and dates: 'वरल-३/ 4904 & Bideep (MR. BRIJESH B. PAL) 2013'.





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Summary-2( दस्त गोषवारा भाग - २ )

शिका क्र.4 ची वेळ: 21 / 10 / 2014 07 : 29 : 35 PM

शिका क्र.5 ची वेळ: 21 / 10 / 2014 07 : 29 : 51 PM नोंदणी पुस्तक 4. मध्ये 92 92

Joint Sub Registrar Thane 7

8051 / 20

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या दस्तऐवजा मध्ये एकूण 90 पाने आहेत

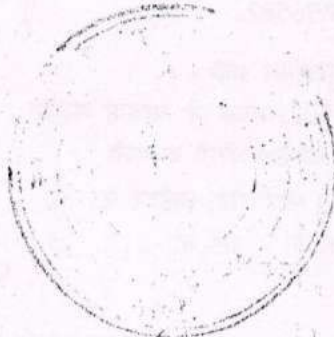
पुस्तक क्रमांक ९

CO 99

क्रमांकावर नोंदला

महाराष्ट्र शासन निकाशक कार्यालय क्र. ७

तारीख 29 मार्च 2014



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16. To accept notices or services or writ of summons or other legal processes that may be served upon me and to appear and represent me in any court of justice and before magistrates of judicial or quasi judicial or other officers, whatsoever as the said attorney may think proper.

17. To declare and affirm all complaints, written statements, applications, petitions, affidavits and other necessary documents in my name(s) and on my behalf and to appear before any judge, magistrate, proceedings or any other inquiry relating to any of the matters herein mentioned. To sign letter of authority of vakalatnama and engage advocates, solicitors and pleaders to appear in courts.



18. To adjudicate the documents executed by me or to be executed in respect of the said premises and /or to pay the proper stamp duty on the documents already executed by me including penalty, if any, as loan given to me and i shall pay the same to the said bank.

बरल - ३/  
ESSE १२/१९३  
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19. If required sign all application form and documents and apply for an obtain certificate as required under section 230A of the income tax act, 1961, and also deduct TDS (Tax deducted at source) as required by Income tax act and to follow the necessary procedure on my behalf .

20. AND GENERALLY to sign all letters, correspondences, the documents and to execute and perform any other acts deeds, matters or things whatsoever which ought to be executed or performed or which in the opinion of the said attorney ought to be done executed or performed in or about any commitments or whatsoever nature and kind as full and effectually to all intent and purpose I could do it, myself it being my intent and desire that all matters and things respecting the same shall be under the full better and more effectually doing effecting executing any of the several matters and things aforesaid I do hereby give and grant unto my said attorney (s) full powers and absolute authority from

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D.H. Shah

4. To apply for and obtain loan from Bank against mortgage of such flat/Shop/industrial Gala purchased or to be purchased and/or against such other/ additional security of immovable property as required by the bank from time to time on my behalf and as it may deem fit and proper.

5. To deposit the title deeds in respect of the flat/Shop/industrial Gala purchased or agreed to be purchased with the bank for creation of charge.



To execute memorandum of equitable mortgage, power of attorney, declaration and all other documents required by the bank creation of valid mortgage. If required by the bank to lodge the said memorandum if equitable mortgage or other loan documents with the sub-registrar of assurances having jurisdiction to receive such documents for registration, appear before such sub-registrar and admit execution thereof.

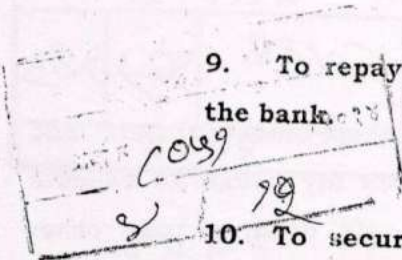
To execute promissory note, deed of hypothecation for goods or for machineries or any other documents as required by the bank.

8. To pay off all taxes rents, charges dues expenses and all other payments and outgoing whatsoever due and payable or which may become due and payable by me in any account in connection with the said premises or and part thereof.

9. To repay interest amount and installments as stipulated by the bank.

10. To secure my liability for repayment of all the amounts payable by me under or in respect of the said loan availed by me from the bank.

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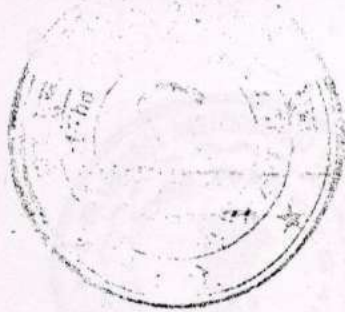


जोडपत्र-२/Annexure

|  |                    |
|--|--------------------|
| दस्तावेजा प्रकार / अनुषंगी क्रमांक<br>Nature of Document / Article No.                   | अनुषंगी क्रमांक    |
| दस्तावेज नोंदणी करणार आहेत का?<br>Whether is to be Registered?                           |                    |
| नोंदणी करणार असलेल्या व्यक्तीचे नाव<br>Registrable Name of S.R.O.                        |                    |
| दस्तावेजाचे वर्णन<br>Description Brief   |                    |
| दस्तावेजाचे रक्कम<br>Consideration Amount  |                    |
| मुद्रांक विकत घेणाऱ्याचे नाव<br>Stamp Purchaser's Name                                   | श्री. शिवाजी शिंदे |
| दस्तावेजाचा भागीदारीचे नाव<br>Name of the Other Party                                    |                    |
| दस्तावेजाचा भागीदारीचे नाव व पत्ता<br>Name & Address of Other Person than Name & Address | श्री. शिवाजी शिंदे |
| मुद्रांक रक्कम<br>Duty Amount  | 500/-              |
| मुद्रांक नोंदणी क्रमांक व तारीख<br>Stamp No. & Date                                      | 10435-120 OCT 2014 |
| मुद्रांक विकत घेणाऱ्याची तारीख<br>Stamp Purchaser's Sign Date                            | श्री. शिवाजी शिंदे |
| दस्तावेजाच्या नोंदणीबाबतचे सूचना<br>Remarks  |                    |



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6589 2014  
2014



*(Handwritten signature)*

WHEREAS:-

A. I, am desirous of purchasing a residential Flat / Commercial Shop / industrial Gala on my own name.

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2 D.H. Shinde

*(Handwritten signature)*



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7. That you shall submit NOC from E.E. (M & E); E.E. (Sewerage) & H.E. for mechanically ventilated basement, toilet blocks, etc before asking F.C.C to sale wing.
8. That you shall submit revised C.F.O. N.O.C.
9. that you shall submit the registered undertaking against the misuse of parking spaces, A.H.U.'s, Elevation features, service floor, part/pocket terrace and Refuge areas, etc, before asking F.C.C. to sale wings.
10. That you shall submit E.E. (T & C)'s remarks for parking layout before issue of further C.C. to sale wings.
11. That you shall submit tripartite agreement before Occupation Certificate.



That you shall submit vetting of structural design for the high rise building before re-endorsement of Occupation Certificate.

That you shall pay the requisite premium and deposits as per policy.

That you shall submit registered undertaking for payment of difference premium.

That you shall submit the NOC from Reliance Energy for electrical sub station, before asking F.C.C to sale wings.

16. That you shall submit MOEF Clearance Report asking C.C. beyond 20,000 Sq.mts.

One set of amended plan is returned herewith as token of approval.

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Yours Faithfully,

*[Signature]*  
Executive Engineer II  
Slum Rehabilitation Authority



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