महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग मुल्यांकन अहवाल सन 2014

1.	दस्ताचा प्रकार :- AGS अनुच्छेद क्रमांक 25b
2.	सादरकर्त्याचे नाव :- Brinivatan Vijayapuram
3.	तालुका - मुंबई / अंभेरी / बोरीवली / क्रूली-
4.	गावाचे नाव :- Malad
5.	नगरभूमापन क्रमांक / सर्व्हे क्र. / अंतिम भूखंड क्रमांक :- 521
6.	मुल्य दरविभाग (झोन) :- 62 3पविभाग 291
7.	मिळकतीचे प्रकार :- खुली जमीन / निवासी / कार्यालय / दुकान / औद्योगिक
	प्रती चौ. मी. दर :- <u>90,000</u> <u>REGISYRAB</u>
8.	दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ : 134.72 क्रास्पेट / बिल्ट और बोर्व मिल्टि
9.	कारपार्किंग :- पोटमाला :- पोटमाला :-
10	. मजला क्रमांक :- 2 उदवाहन सुविधा आहे जाही
11	. बांधकाम वर्ष : घसारा :
	. बांधकाम प्रकार :- आरआरसी / इतर पक्के / अर्थ पक्के / कच्चे
	. बाजारमुल्यदर तक्त्यातील मार्गदर्शक सुचना क्र ज्यान्वये दिलेली ब
	. भाडेकरू दयास मिळकत असल्यास :- 1. त्याच्या ताब्यातील क्षेत्र (जले क्षेत्र)
	2. नवीन इमारतीत दिलेले क्षेत्र:-
	3. भाडयाची रक्कम :- 1208 9 ६ ६० 9 ८०
15	. लिव्ह अन्ड लायसन्सचा दस्त :- 1. प्रतिमाह भाडे रक्कम :-
	2. अनामत रक्कम / आगावू भाडे :-
	3. कालावधी :-
16	5. निर्धारीत केलेले बाजारमूल्य :- 1,23,76,000
17	7. दस्तामध्ये दर्शविलेली मोबदला :-
	STATE STATE
11	10 (0 000
10	3. देय मुद्रांक शुल्क :- 10, 60, 900 भरलेले मुद्रांक शुल्क :- 10, 60, 900
1	9. देय नोंदणी फी :- <u>30,000</u>
*	

लिपीक ५६

सह दुय्यम निबंधक



14 November, 2014

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बोरीवली 2

दस्त क्रमांक : 8204/2014

नोवंणी 63 Regn. 63m

गावाचे नाव : मालाड

(1) विलेखाचा प्रकार

करारनामा

(2) मोबदला

₹.21,205,264/-

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

₹.12,375,675/-

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

521, पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: 206, माळा नं: 2 सी विंग बिल्डिंग नं 6, इमारतीचे नाव: लेवल्स, ब्लॉक नं: मालाड पूर्व मुंबई 400097, रोड नं: राणी सती मार्ग, इतर माहिती: सोबत 1 पोडियम कार

134.72 चौ.मीटर

(5) क्षेत्रफळ

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव

(8) दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा

असल्यास,प्रतिवादिचे नाव व पत्ता

दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश

1) नाव: कनाकिया रेसीडेंशीयल प्रा लि च्या संचालिका आशा शाह तर्फे मुखत्यार सुजाता - पंत :वय: 32; 👊, इसारतीचे नाव: कृष्णा पॅलेस , ब्लॉक नं: कांदिवली पूर्व , रोड नं: आशा नगर, मह

पेन बोड:- 400101

र्पन नंबर: AAECK1950C

ट) नादः- (मान्यता देणारः) आह हाऊसकान प्रात्नितर्फे कनाकिया रेसीडेंशीयल प्रा लि तर्फे ऑयोराइज सीग्ने आशा शा

पत्ता :-प्लॉट नं: 102, माळा नं: 1, इमारतीजे नाव: कृष्णा पॅलेस , ब्लॉक नं: कांदिवली पूर्व , रोड नं: आशा नगर, मह

पिन कोड:- 400101

पॅन नंबर: AAFCS3508K

1)तावः श्रीतिवासन - विजयपुरम ; वयः44; पत्ता अन्ति ते. 404 माळा ते. 4 टॉबर 3, इमारतीचे नाव: रहेजा टिप्को , ब्लॉक ने: मालाड पूर्व , रोड ने: राणी स

महाराष्ट्र, मुंबई.;

पिन कोड:- 400097;

पॅन नं:- ANIPS7966E;

2)नाब:- शांती - धुपपिल ; वय:41;

पत्ता:-प्लॉट नं: 404, माळा नं: 4 टॉबर 3, इमारतीचे नाव: रहेजा टिप्को , ब्लॉक नं: मालाड पूर्व , रोड नं: राणी स

पिन कोड:- 400097;

पॅन नं:- EJCPS5698B;

3)नाव:- विजयालक्ष्मी - शंकरन ; वय:41;

पत्ता:-प्लॉट नं: 404, माळा नं: 4 टॉवर 3, इमारतीचे नाव: रहेजा टिप्को , ब्लॉक नं: मालाड पूर्व , रोड नं: राणी स

पिन कोड:- 400097;

(9) दस्तऐवज करुन दिल्याचा दिनांक

(10) दस्त नोंदणी केल्याचा दिनांक

14/11/2014

14/11/2014

8204/2014

₹.1,060,900/-

₹.30,000/-

(11) अनुक्रमांक,खंड व पृष्ठ (12) बाजारभावाप्रमाणे मुद्रांक शुल्क

(13) बाजारभावाप्रमाणे नोंदणी शुल्क

(14) शेरा

सह दुय्यम निर्वधक बोरीवली- 🥄 संबर्ध उपनगर जिल्ला,



महाराष्ट्र शासन GOVERNMENT OF MAHARASHTRA ई-सुरक्षित बँक व कोषाग्रार पावती ECURED BANK & TREASURY RECEIPT (e-SBTR

14055038474028

Bank/Branch: IBKL - 6910711/KANDIVALI [EAST]

Pmt Txn id : 51960643 Stationery No: 14055038474028

Pmt DtTime : 13-Nov-2014@13:20:23 ChallanIdNo: 69103332014111350633 Print DtTime : 13-Nov-2014@14:35:29 GRAS GRN : MH003844393201415S District : 7101-MUMBAI Office Name : IGR190-BRL1_JT SUB REGI

StDuty Schm: 0030045501-75/STAMP DUTY

StDuty Amt : R 10,60,900/- (Rs One Zero, Six Zero, Nine Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
RgnFee Amt: R 30,000/- (Rs Three Zero, Zero Zero Zero only)

: B25-Agreement to sell/Transfer/Assignment

rop Mvblty: Immovable Consideration: R 2,12,05,264/-

Prop Descr : FLAT NO 206, C WING LEVELS, VILLAGE MALAD, CTS NO 521, RANI SATI MARG, M

ALAD EAST, MUMBAI, Maharashtra, 400097

Duty Payer: PAN-ANIPS7968E,MR SRINIVASAN VIJAYAPURAM Other Party: PAN-AAECK1950C, KANAKIA RESIDENTIAL PVT LTD

Bank officiall Name & Signature

Bank official2 Name & Signature --- Space for customer/office us

ease write below this line

AGREEMENT FOR SALE



बरल - २/ 3068

Data of ESBTR for GRN MH003844393201415S Bank - IDBI BANK

Bank/Branch

: IBKL - 6910711/KANDIVALI [EAST]

Pmt Txn id

: 51960643

Stationary No

: 14055038474028

Pmt DtTime

: 13/11/2014 13:20:23

Print DtTime

: 13/11/2014 14:35:29 : MH003844393201415S

ChallanidNo District

: 69103332014111350633 : 7101 / MUMBAI

GRAS GRN Office Name

: IGR190 / BRL1_JT SUB REGISTRAR BORIVALI 1

StDuty Schm

: 0030045501-75/ Stamp Duty(Bank Portal)

StDuty Amt

RgnFee Schm

RgnFee Amt

: Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)
: B25 Only for verification-not to be printed and used

Article

Prop Mybity

: Immovable

Consideration

: 2.12.05,264.00/-

Prop Descr

: FLAT NO 206C WING LEVELSVILLAGE MALADCTS NO 521 , RANI SATI MARGMALAD EASTMUMBAI

: Maharashtra

: 400097

Duty Payer

: PAN-ANIPS7968E MR SRINIVASAN VIJAYAPURAM

Other Party

: PAN-AAECK1950C KANAKIA RESIDENTIAL PVT LTD

Bank Scroll No

Bank Scroll Date RBI Credit Date

Mobile Number

: 919958595250



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai this 14th day of Nov in the Christian Year, Two Thousand and Fourteen;

BETWEEN

KANAKIA RESIDENTIAL PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 215 - Atrium, 10th Floor, Andheri Kurla Road, Andheri (East), Mumbal-400093; hereinafter called "the Promoters" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the FIRST PART;

AND

SHAH HOUSECON PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 208 9 9 0 101, "A Wing", 1st Floor, Shah Arcade, Rani Sati Marg, Malad (East), 2088 Mumbai- 400097; hereinafter called "the Confirming Party" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND PART;

B

Mr. Srinivasan Vijayapuram ,Ms. Shanthi Thuppil and Mrs. Vijayalakshmi Sankaran Indian Inhabitants, having their address for the purpose of these presents at Tower 3, Flat No.404,Raheja Tipco, Rani Sati Marg, Malad (East), Mumbai - 400097; hereinafter collectively referred to as "the Purchaser" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, legal representatives, executors, administrators and permitted assigns) of the Other Part:

WHEREAS:

- A. Originally all that piece and parcel of land or ground admeasuring 27,000.20 sq.mtrs and bearing Survey No.288(part), 503(part) corresponding to C.T.S. Nos. 521, 521/1 to 8, 521/10 to 17, 522, 522/1 to 11, 523, 524, 524/1 to 12, 525, 525/1 to 4, 527, 527/1 to 26, 528, 528/1 to 11, 529, 529/1 to 15, 530, 530/1 to 16, 531, 532, 532/1 to 13, 533 (part), 533/1 to 100 and 533/107 to 484, 533/486 to 643, 533/648, 536, 536/1 to 5 and 537, 537/1 to 7 of Village Malad, Taluka Borivali, Mumbai Suburban District situated at Rani Sati Marg, Malad (East), Mumbai 400097 and more particularly described in the First Schedule hereunder written and delineated by black colour boundary lines in the Plan annexed hereto marked Annexure-A (hereinafter referred to as "the said Property") was owned by many private owners;
- B. The said Property has been declared/notified as "slum area under the proving of Maharashtra Slum Area (Improvement, Clearance & Representation Act, by the Deputy Collector, (ENC) vide Notification dated 18th March, 198 pub on 6th April, 1978 in the Maharashtra Government Gazette;
- C. The said Property was fully encroached upon and was occupied by about 1166 slum dwellers/occupants, out of which about 135 slum dwellers were occupying commercial tenements, about 993 slum dwellers were occupying residential tenements, about 35 slum dwellers were occupying residential

tenements;

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- D. The slum dwellers / occupants formed themselves into a society known as Khot Dongri Co-operative Housing Society Ltd., (hereinafter referred to as "the Society") for the redevelopment of the said Property in accordance with the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 and Development Control Regulations No.33 (10) for Greater Mumbai and amendments made in respect thereof;
- E. By an Agreement dated 25th July, 2005 registered with the Sub-Registrar of Assurances at Bandra under Serial No.BDR-2/04059 of 2005 on 25th July, 2005 read with Deed of Rectification dated 2nd May, 2012 registered with the Sub-Registrar of Assurances at Borivali under Serial No.BDR-11/03847 of 2012 on 9th May, 2012 and made between the Society herein, therein referred to as "the said Society" of the One Part and the Confirming Party herein, therein referred to as "Developers" of the Other Part, the Society granted, conferred and entrusted development rights of the said property in favour of the Confirming Party herein at or for the consideration and on the terms and conditions as set out therein;
- F. The Society has also granted a Power of Attorney dated 25th March, 2005 registered with the Sub-Registrar of Assurances at Bandra under Serial No.BDR-2/04060 of 2005 on 25th July, 2005, in favour of Mr. Ramji Harakhchand Shah and Mr. Himmatlal Ganeshlal Kachhara, the Directors of the Confirming Party authorizing them to do all acts, deeds, matters and things for the development of

The Sonfirming Party also obtained the consents of more than 80% of the individual slum dwellers / occupants of the Society and have executed individual consent Letters and Individual Agreement with them;

H. The Additional Collector, M.S.D. has issued the Annexure -II dated 8th May, 2005 वरल – २/which has been revised on 13th July, 2007;

d Property;

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Competent Authority under the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 (hereinafter referred to as "the Slum Act") and/or Government of Maharashtra initiated proceedings for acquisition of the said Property under the provisions of the Slum Act and accordingly the Government of

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Maharashtra vide its Notification No.DLA/1095 C.R.3786/Slum-I published in the State Government Gazette dated 28th July,1997 read with Notification No.DLA/2095 DR-3786/Slum-I published in the State Government Gazette dated 26th June,1998 declared that the said Property vested in the State Government under the provisions of the Slum Act;

- J. Being aggrieved by the order of acquisition of the said Property, the original owners initiated various proceedings challenging the order of acquisition of the said Property which are dismissed. In pursuance of the Award dated 5th March, 2009 passed by the Land Acquisition Office, the Society has deposited the fixed compensation of Rs.89,25,720/- payable to the original Owners with the Reserve Bank of India on 15th March, 2009. The name of the State of Maharashtra is recorded as the Holder of the said land in the Property Register Cards;
- K. The Government of Maharashtra vide its Letter bearing No. C/ KARYA-7K/Vashi-724/2007 dated 28th November,2007 being the land owning authority has granted its No Objection Certificate to develop the said Property in accordance with the provisions of the Development Control Regulations No.33 (10) read with Appendix IV of the Development Control Regulations for Greater Mumbai, 1991 and amendments made from time to time in respect thereof;
- L. The Slum Rehabilitation Authority (hereinafter referred to as "the SRA") has granted its approval for the redevelopment of the said Property by the Confirming Party and issued its Letter of Intent bearing No.SRA/ENG/1152/PN/ STGL/LOI dated 24th October, 2007 which has been superseded by the Letter of Intent of
- M. The Collector, Mumbai Suburban District vide its Order dated 6 passed an order for grant of lease of the said Property subject to the compliance of the terms and conditions as set out therein. As per the Order of the confector/

 M.S.D, the said Property is to be sub-divided into two separate portions one to comprise of the Free Sale Plot admeasuring 16,441.32 sq.mtrs, to be utilized for construction of free sale building and another portion admeasuring about

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rehabilitation component to rehabilitate slum dwellers;

- N. By an Indenture of Lease dated 15th May, 2009 registered with the Sub-Registrar of Assurances at Bandra/Borivali under Serial No.BDR-12/03982 of 2009 on 20th May, 2009 and made between the Government of Maharashtra, therein referred to as "the Lessor" of the One Part and the Society, therein referred to as "the Lessee" of the Other Part, the Lessor therein has demised/leased unto the Society, a portion of the said property admeasuring 10960.88 square metres or thereabouts which is more particularly described in the Second Schedule hereunder written as shown delineated on the Plan annexed hereto as **ANNEXURE "A"** and thereon shown by blue colour hatched line (hereinafter referred to as "the said Rehab Plot") for a term of 30 years commencing from 6th December, 2008 and at the yearly rent reserved therein and on the other terms, conditions and covenants on the part of the Society to be observed and performed as setout therein;
- By an Indenture of Lease dated 15th May, 2009 registered with the concerned Sub-Ο. Registrar of Assurances under Serial No.BDR-12/03981 of 2009 on 20th May, 2009 and made between the Government of Maharashtra, therein referred to as "the Lessor" of the One Part and the Confirming Party herein, therein referred to as "the Lessee" of the Other Part, the Lessor therein has demised/leased unto the Confirming Party herein, a portion of the said property admeasuring 16,441.32 square metres or thereabouts and is more particularly described in the Third Schedule hereunder written as shown delineated on the Plan annexed hereto as WINEXURE "A" and thereon shown by yellow colour wash (hereinafter referred to the said Free Sale Plot") for a term of 30 years commencing from 6th Designiber, 2008 and at the yearly rent reserved therein and on the other terms, conditions and covenants on the part of the Confirming Party to be observed and performed as setout therein, with provision for renewal of lease for further period of 30 years. The said Free Sale Plot is comprising of (1) free sale portion admeasuring 11,647.00 sq. mtrs shown in red colour horizontal lines (with yellow wash background) and (2) remaining free sale portion shown in red colour cross with yellow wash background) delineated on the Plan annexed hereto as 90 ANNEXURE "A"; 8068

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- P. The Confirming Parties evolved a Scheme for the development of the said Free Sale Plot admeasuring 16,441.32 Sq. Mtrs. in a Phased manner (i) admeasuring 11,647 Sq. Mtrs. being the First Phase of the Development which area/portion is more particularly described in the Fourth Schedule annexed hereto and is hereinafter referred to as "the said Free Sale Portion" and the remaining Free Sale Portion which is more particularly described in the Fifth Schedule annexed hereto and hereinafter referred to as the "the said Remaining Free Sale Portion";
- Q. The SRA has sanctioned a Layout in respect of the said Property vide its Letter dated 6th October, 2010 bearing No. SRA /ENG/ 443/ PN/STGL/LAY. As per the sanctioned layout there are 5 Rehab Buildings and Two Free Sale Buildings No.6 and 7 and amenity building numbered as 1 in the sanctioned layout plan. A copy of the sanctioned Layout Plan dated 6th October, 2010 is annexed hereto as ANNEXURE "B";
- R. The Confirming Party has obtained the NOC from the Ministry of Environment and Forestry, Government of India, New Delhi vide their Letter dated 24th May 2010 for the redevelopment of the said Property, including the said Free Sale Plot;
- S. The Confirming Party has obtained all the necessary permissions / sanctions for construction of the free sale building including NOC from the Ministry of Civil Aviation and CFO;
- T. The Confirming Party has vide its Letter dated 20th September, 2013 applied Competent Authority for High Rise NOC in respect of the said Free Sale Build defined hereunder;
- U. By a Development Agreement dated 26th September, 2012 on 27th September, 2012 made between the Confirming Party herein, therein referred to as the Developers of the One Part and the Promoters herein, therein referred to as the Sub-Developers of the Other Part, the said Confirming Party empowered, authorized, granted and conferred upon the said Promoters, the development rights for construction of Free Sale Building Nd.6 to be known as "LEVELS", and Row Houses and any other building (hereinafter referred to as "the said Free Sale Building") comprising of one or more wings to be constructed on a

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sale plot aumeasuring 11,647.00 sq.mtrs and which portion is more particularly described in the Fourth Schedule hereunder written and shown in red colour horizontal lines on the plan being "ANNEXURE A" hereto (hereinafter referred to as "the said Free Sale Portion") being the First Phase Development, for consideration and on terms and conditions contained therein;

V. In the event the Promoters herein being unable to utilize the entire 44991.88 square mtrs. along with fungible FSI, free of FSI areas on the said Free Sale Portion shown delineated on the Plan annexed hereto as ANNEXURE "A" with red colour hatched lines (with yellow colour wash in background) and more particularly described in the Fourth Schedule hereunder written due to any approval/ permission/NOC of High Rise Committee not being granted and/or on account of any changes in laws or notifications, orders etc., then in that event, the Promoter herein shall be entitled to utilize and consume such remaining and/or additional Free Sale FSI by construction of additional buildings/wings on the said Remaining Free Sale Portion of the said Free Sale Plot and which portion is shown delineated on the Plan annexed hereto as ANNEXURE "A" with red colour cross (with yellow colour wash in background) and more particularly described in the Fifth Schedule hereunder written and identified as portion of the said Free Sale Plot on which the said Free Sale Building No.7 is proposed on the presently sanctioned Layout Plan (hereinafter referred to as "the said Remaining Free Sale Portion;

Subject to whatever stated in Recital "V" above ,the Confirming Parties have retained to themselves the balance piece and parcel of land shown in Red Cross Yellow Wash in back ground) and referred as Free Sale Building No.7 more perticularly described in the Fifth Schedule hereunder written and the Confirming have exclusively retained to themselves the development rights in respect of he said part/portion of the larger land and they shall be entitle to develop the same by constructing the Building No. 7 or one or more buildings thereon as may be approved by the Authorities in their sole discretion and shall be entitle to sell

Flats/Shops/ Commercial Premises/Units etc. therein exclusively without any बरल - २/ reference to the Promoters herein; 1208 -0

> In pursuance of the aforesaid Development Agreement dated 26th September, 2012, the Confirming Party has also executed a Irrevocable Power of Attorney dated 27th September, 2012 duly registered with the Sub-Registrar of Assurances

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at Borivali-7 under Serial No.BDR-16/8739 of 2012 on 27th September, 2012 in favour of the Promoters and its Directors, authorizing them to do various, acts and deeds in respect of the development of the said Free Sale Building on the said Free Sale Portion;

- As per the terms of the said Development Agreement dated 26th September, 2012, Y. it is agreed between the Promoter and the Confirming Party that the Promoters shall be entitled to utilize the entire free sale FSI of 44,991.88 sq.mtrs. and applicable fungible FSI as per Letter of Intent dated 20th September, 2010 bearing No. SRA/ENG/1152/PN/STGL/LOI by construction of the said free sale building on the said Free Sale Portion shown delineated on the Plan annexed hereto as ANNEXURE "A" with red colour hatched lines (with yellow colour wash in background) and more particularly described in the Fourth Schedule hereunder written comprising of one or more wings. Provided further in the event the Promoter being unable to utilize the entire 44991.88 square mtrs., alongwith free of FSI areas on the said Free Sale Portion due to the permission/NOC of High Rise Committee not being granted and/or on account of any changes in laws or notifications, orders etc., then in that event the Promoter shall be entitled to utilize and consume such additional Free Sale FSI by construction of additional buildings/wings on the said Remaining Free Sale Portion of the said Free Sale Plot and which portion is shown delineated on the Plan annexed hereto as ANNEXURE "A" with red colour cross (with yellow colour wash in background) and more particularly described in the Fifth Schedule hereunder written and described as portion of the said Free Sale Plot on which Free Sale Building No. 7 is propo on the presently sanctioned Layout Plan (hereinafter referred to as Remaining Free Sale Portion");
 - In terms of the said Development Agreement dated 26th September 2012 and in lieu of the FSI retained by the confirming Party there under, the Confirming Party are entitled to 40% of the area in the said Free Sale Building (hereinafter referred to as "the Confirming Party's Allocation") and the Promoters are entitled to the balance 60% of the area in the said Free Sale Building (hereinafter referred to as "the Promoters' Allocation"). The Promoters are entitled to independently allot, cancel allotment, re-allot, sell, transfer, lease, grant on leave and license, dispose of or otherwise deal with the Promoters' Allocation in such manner that the

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themselves;

AA. By and under a Supplemental Agreement dated 6th March, 2013(hereinafter referred to as "the Supplementary Agreement") registered with the Sub-Registrar of Assurances at Borivali under serial no. BRL-5 / 2079 of 2013 dated 6th March, 2013 made between the Confirming Party herein therein referred to as the Developer of the One Part and the Promoter herein therein referred to as the Sub-Developer of the Other Part, the parties thereto have earmarked and demarcated the flats/ offices/ shops/ row houses / premises/ pent house / car parking in the said Free Sale Building to be constructed on the said Free Sale Portion in the following manner:

- a. Confirming Party's Allocation in the said Free Sale Building shall comprise of flats/ offices/ shops/ row houses / premises/ pent house / car parking more particularly setout in ANNEXURE "B-1" annexed thereto;
- Promoters' Allocation in the said Free Sale Building shall comprise of flats/
 offices/ shops/ row houses/ premises / pent house / car parking more
 particularly setout in ANNEXURE "B-2" annexed thereto;

BB. In the premises aforesaid, the Promoters have started construction of one commercial cum residential building No.6 consisting of basement-1/ podium-1, Economic Compasement-2/ podium-2, lower ground floor/podium-3, upper ground floor and 27 more upper floors comprising of 3 (three) wings being Wing 'A', 'B', and 'C', for free sale in the open market by the Promoters and the Confirming Party (of their expective allocations) in the said Free Sale Building to be known as "LEVELS" as the terms and conditions stipulated in revised LOI dated 20th September, 2010 Issued by the SRA and in accordance with the building rules and regulations and bye-laws of the MCGM and the provisions of the Development Control वरल - २/ Regulations, 1991, and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and 20} conditions as may be imposed by the State Government or any other Competent 8905 Authority:



- The Promoters and the Confirming Parties have allocated their respective Sale CC. Component in the said recital 'AA' (a) and (b). The said Free Sale Building comprises of Flats, Offices, Shops, Row Houses, Premises, Pent House and Car Parking more particularly described in Annexure B hereto and the reference to the Purchasers in this Agreement means the Purchaser of such premises from and out of the Promoter's allocation;
- The SRA have sanctioned/approved the Fians vide its letter dated 3rd September, DD. 2012 bearing No. SRA/ENG/2593/PN/ST L/AP and has issued the I.O.A dated 20.07.2011 bearing No.SRA/ENG/2593/PN/STGL/AP for construction of Basement No.1/ podium -1, Basement No. 2/ podium -2, Two Lower Ground Floor/ podium-3, Upper Ground Floor and 27 upper floors and issued the Commencement Certificate and bearing No. SRA/ENG/2593/ PN/ STGL/AP dated 8th August, 2011 in respect of the said Free Sale Building. The shop/unit comprising of the rehabilitation portion shall be constructed in the Lower Ground Floor of the said Free Sale Building;
- At present, the Promoters herein has availed of financial assistance from IL& FS EE. Trust Company Limited under registered Incenture of Mortgage dated 31st January, 2013 registered under Serial No. BRL9 471-:013. The Promoters have obtained the No Objection Certificate in respect of the said Premises therefore the title of the Promoters herein with espect to the said Rectification clear and marketable and free from any encumbran es,
- The Promoters have entered into a prescribed A freem int with the A FF. Rushikesh H. registered with the Council of Architects and such agreement is per the agreement prescribed by the Council of Architects and also appointed to Sanghavi & Associates as Structural En; ineers for preparing structural designs and drawings and specifications of the sail Free Sale Building at the Purchaser/s accept/s the professional supervision o the said A₁ :hitect and h∈ said structural Engineer till the completion of the said Free Si e Building unl ss concerwise/ changed; 1208
- The Purchaser/s has/have demanded from the Prom. ters and the Pre-noters-have GG. given inspection to the Purchaser/s of all the docume its of title relating to the said Property, the plans, designs and specifications repared by the Promoters'

Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the MOFA") and the rules made there under;

HH. Copies of the following documents are annexed hereto as Annexures "C" to "H" respectively:-

- (i) Property Register Cards (Annexure "C");
- (ii) Letter of Intent' bearing No. SRA/ENG/1152/PN/ STGL/LOI dated 20th
 September, 2010 (Annexure "D");
- (iii) Intimation of Approval bearing No. SRA/ENG/2593/PN/STGL/AP dated 20th
 July, 2011 for the said Free Sale Building (Annexure "E");
- (iv) Commencement Certificate bearing No. SRA/ENG/2593/PN/STGL /AP dated 8th August, 2011 (Annexure "F");
- (v) Title Certificate from Law Firm viz. M/s. Law Point dated 28.12.2012(Annexure "G");
- (vi) Additional Title Certificate from Law Firm viz. M/s. Law Point dated 26. 03.2013 (Annexure "G-1");
- (vii) Additional Title Certificate from Law Firm viz. M/s. Law Point dated 10. 04. 2013 (Annexure "G-2"); and

(viii) Floor Plan (Annexure "H").

While Sanctioning the said plans for the said Free Sale Building the SRA, local authorities and/or government has laid down certain terms, conditions, sipulations and restrictions which are to be observed and performed by the Proporters while developing the said Free Sale Portion and the said Free Sale Building and upon due observance and performance of which only the occupation and the completion certificates in respect of the said Free Sale Building shall be

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The Promoters have given inspection of all the documents of title, sanctioned Roll Plans and the conditions of intimation of approval and the Purchaser confirms having inspected the same. The Purchaser/s being fully satisfied in respect of sanctioned plans, the title of the Promoters to the said Free Sale Portion and the right of the Promoters to develop the said Free Sale Building has/have

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approached the Promoters and applied for purchase of Flat No. 206 on the 2nd Floor in Wing "C" (along with the attached terrace, if applicable) (hereinafter referred to as "the said Premises") of the said Free Sale Building to be known as "LEVELS", to be constructed on the said Free Sale Portion at the price and on the terms and conditions hereinafter appearing;

- KK. The Purchaser/s hereby expressly confirms that he/she/they/it have agreed to enter into this Agreement with full knowledge, implication, effect, etc. of various terms and conditions contained in the said Development Agreement read with the Supplementary Agreement, Deed of Lease, plans, documents, orders, layout scheme/project including the rights and entitlements available to and reserved by the Promoters contained in these presents;
- LL. The Promoters hereby record, declare and confirm that the said Premises form a part of the Promoters' Allocation as envisaged in the said Development Agreement read with the Supplementary Agreement;
- MM. Under section 4 of the MOFA, the Promoters are required to execute a written Agreement for Sale of the aforesaid Flat/ Shop/ Unit/ Premises to the Purchaser/s, being in fact these presents and also to register this Agreement under the Registration Act, 1908;
- NN. Relying upon the said applications, declaration and agreement herein contain the Promoters have agreed to sell to the Purchaser/s the said Premises at the price and on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AN PARTIES HERETO AS FOLLOWS:

1. It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of operative part of this Agreement and shall be read accordingly.

The Promoters are constructing the said Free Sale Building consisting of one
commercial cum residential building No.6 consisting of basement-1/ podium-1,
basement-2/ podium-2, lower ground floor/podium-3, upper ground floor and 27

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be known as " LEVELS " (hereinafter referred to as "the said Free Sale Building") on all that piece and parcel of land admeasuring 11,647.00 sq. mtrs (hereinafter referred to as "the said Free Sale Portion") and which forms a portion of plot admeasuring land or ground admeasuring 27,000.20 sq. mtrs as more particularly described in the First Schedule hereunder written in accordance with the plans, specifications and designs that have been and from time to time may be sanctioned by the SRA which have been seen and approved by the Purchaser/s with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned authorities or Government to be made in them or any of them. It is hereby agreed by and between the parties hereto that the Promoters shall be entitled to make variations or modifications in the aforesaid plans only as per the rules and directives of the SRA provided that the location/position and the area of the said Premises as defined hereunder agreed to be purchased by the Purchaser/s shall remain unchanged. The Purchaser/s hereby expressly consents to the Promoters making variations or modifications in the aforesaid plans as they may deem fit so long as the area of the said Premises agreed to be purchased by the Purchaser/s remains unchanged. The Promoters shall not be required to take any further permission of the Purchaser/s for the same. The consent herein shall be considered as the consent on the part of the Purchaser/s contemplated by Section 7 (1) (ii) of the MOFA.

Promoters hereby agree/s to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser/s Flat No. 206 on the 2nd floor in Wing 15 having total carpet area admeasuring about 112.268 sq. mtrs. (i.e. Carpet Area 1988) sq. ft.) as shown hatched by red colour boundary line on the typical thereof hereto annexed and marked as Annexure "H" and more referred to as "the said Premises") from and out of the Promoters' Allocation in the building to be known as "LEVELS" at and for the lumpsum price of Rs. 2,12,05,264/- (Rupees Two Crore Twelve Lakh(s) Five Thousand Two Hundred Sixty Four Only). The nature, extent and description of the internal amenities in respect of the Flat and the common amenities and facilities are more particularly described in Seventh Schedule hereunder written.

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- 4. The Purchaser/s hereby agrees to pay to the Promoters the total lumpsum consideration of Rs. 2,12,05,264/- (Rupees Two Crore Twelve Lakh(s) Five Thousand Two Hundred Sixty Four Only).; (hereinafter referred to as "the Sale Consideration") in the following manner:
 - a) On or before the signing of this Agreement, the Purchaser/s has paid to the Promoters, an amount of Rs. 1,42,07,523/- (Rupees One Crore Forty Two Lakh(s) Seven Thousand Five Hundred and Twenty Three Only) as earnest money, along with an additional amount towards the applicable Service Tax (the receipt whereof, the Promoters hereby admit and acknowledge).
 - b) The balance of the Sale Consideration i.e. Rs. 69,97,741/- (Rupees Sixty Nine Lakh(s) Ninety Seven Thousand Seven Hundred Forty One Only), towards the Promoters shall be paid, in installments, time being of essence, in accordance with the progress of construction of the said Free Sale Building by the Promoters. The Promoters shall issue a notice to the Purchaser/s intimating the Purchaser/s about the stage-wise completion of the said Free Sale Building as detailed below (the payment at each stage is individually referred to as "the Installment" and collectively referred to as "the Installments"). The said installment/s particularly described in the Eight Schedule hereunder payment shall be made by the Purchaser/s within 7 Promoters making a demand for the payment of the stallment being of essence and along with an additional amount is wards applicable Service Tax, thereon, The Purchaser/s shall days. (time being essence of contract in this regard) of the date of notice from the Promoters, calling upon him/her/it, to make the payment as per installments mentioned in the Eight Schedule. All payments shall be made by way of demand drafts or cheques or a combination of both, or by RTGS also in the name of "KRPL Escrow 910 Account No. 00600350111531".

Time as to payment of each of the installments shall be of the essence and the Purchaser/s shall be liable to pay interest at the rate of 24% p.a. (twenty four percent) on all delayed payments from the due date till the date of payment

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in payment as specified in Clause 9 of this Agreement.

- (i) As an amenity provided along with the said Premises the Promoters have reserved for the exclusive use of the Purchaser/s 1 (One) parking spaces/slots in the podium in the building known as "LEVELS" (hereinafter referred to as "said Car Parking/s"). The said Car Parking/s are provided as an irrevocable amenity without consideration however the Purchaser/s will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking/s by the Promoters and/or the new society / association to be formed by them and shall pay such outgoings in respect of the said Car Parking/s as may be levied by the new society / association to be formed by them.
 - (ii) No separate consideration for the said Car Parking/s is/are payable by the Purchaser/s to the Promoters under this Agreement the same being provided as an additional amenity free of costs. The Purchaser/s shall be entitled to exclusively possess, use, occupy and enjoy the said Car Parking/s in any manner permissible under the rules and regulations of the concerned local authority and as may be framed by the new society / association to be formed by them.

(iii) It is the necessity and requirement of the purchasers that various parking spaces be distributed / allotted among them to have orderly and disciplined use and to avoid confusion, disputes and differences among them. With this view, the Promoters are keeping a register / record of such designations / selections of paralles to be done by the purchasers from the society / association to be formed by them. The Promoters have not taken any consideration for such selection. The Purchaser/s herein agrees and confirms that he/she/they shall not raise any objection to the designations / selections of parkings done/to be done by the Promoters for other purchasers in the said Free Sale Building and accepts the designation of the said Car Parking/s allotted to the Purchaser/s herein.

The Purchaser/s have simultaneously with the signing of these presents paid to the Promoters a sum of Rs. 2,18,695/- (Rupees Two Lakhs(s) Eighteen Thousand Six Hundred and Ninety Five Only) being 1% (one percent) VAT payable on this Agreement as per the present laws. The Purchaser/s agrees and covenants with the Promoters to pay any additional and/or further amount of VAT as may be

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levied by the Authorities in addition to the said 1% by virtue of the amendments to the law, Govt. Order and/or Circular issued in that regard.

The Purchaser/s are aware that as per present statute, Service Tax / GST are 7. leviable/applicable on the purchase price payable hereunder and consequently the amount of each installment payable by the Purchaser/s to the Promoters in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchasers hereby undertake(s) to pay the amount of the Service Tax/ GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoters shall not be bound to accept the payment of any installment unless the same is paid along with the amount of Service Tax / GST applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoters hereunder if such payment is not accompanied with the applicable Service Tax / GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoters in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same and Purchaser/s do and doth hereby agree and undertake to indemnify and indemnified the Promoters and its successors-in-title and

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assistance for development of the said Free Sale Portion including construction of the said Free Sale Building in which the said Premises is situated and as a security for the payment thereof it may create security on the said Free Sale Portion together with the Promoters allocation in the said Free Sale Building to be constructed in which the said Premises is situated. The Purchaser/s hereby consent/s to the Promoters availing such loan and/or financial assistance on such terms and conditions as the Promoters may deem fit and proper, without however the Purchaser/s being responsible in any manner for repayment of loan alongwith interest and/or incurring liability of any manner whatsoever, finalized or otherwise.

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- 9. Without prejudice to the right of the Promotes to receive interest @ 24% p.a (twenty four percent per annum) on all delayed payments in the event of the Purchaser/s making any default in payment of any installment of the sale consideration and/or other payments under this Agreement including VAT(including his/her/their proportionate shares of taxes levied by concerned local authority and other outgoings) on their due date and/or in observing and performing any of the terms and conditions of this Agreement the Promoters shall at its own option be entitled to terminate this Agreement in which event the consequences hereinafter set out shall follow:
 - the Purchaser/s shall cease to have any right or interest in the said
 Premises or any part thereof;
 - (b) the Promoters shall be entitled to sell the said Premises at such price and on the terms and conditions to such other person or party as the Promoters may in its absolute discretion deem fit;
 - on the realization of the entire sale consideration on resale from the new prospective Purchaser/s towards the said Premises, the Promoters shall refund to the Purchaser/s the amount paid till then by the Purchaser/s to the Promoters with interest thereon @ 9% p.a. (nine percent per annum) as per provision of the MOFA in pursuance of this Agreement after deducting there from:

5 % (five percent) of the Sale Consideration of the said Premises (which is to stand forfeited by the Promoters):

the taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Premises upto the date of termination of this Agreement;

the amount of interest payable by the Purchaser/s to the Promoters in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;

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- (iv) in the event of the said resale price being less than the Sale Consideration mentioned herein, the amount of such deficit shall be recovered in the manner provided for in sub clause (d) herein below.
- (d) The Promoters shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser/s. The Promoters shall not be liable to pay to the Purchaser/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Purchaser/s any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. The amount shall be accepted by the Purchaser/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises.

The Purchaser/s agree that receipt of the said refund by cheque from the Promoters by the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents whether the Purchaser/s accept/s or encash/s the cheque or not, will amount to the said refund.

Provided always that the power of termination herein before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser/s 15 (fifteen) days prior notice in writing of its intention terminate this Agreement and of the specific breach or breaches of terminate conditions in respect of which it has intended to terminate this agreement and default shall have been made by the Purchaser/s in remedying such breaches within fifteen days of such notice.

10. (i) Upon completion of the entire redevelopment of the said Free Sale Portion and sale of all the Flat/Shop/Unit/Premises in the said Free Sale Building and subject to the Purchaser/s having made payment of the entire consideration including all dues, outgoings to be paid hereunder, the Promoters shall form a Society / Limited Company Condomination or any other association (hereinafter referred to as "the Common Organization" of all the purchasers / occupants of the said Free Sale Building and it is the responsibility of the Promoters to cause the Confirming Party to execute and register the Deed of Assignment / Indenture of Sub-Lease in respect of

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from the signing of such document and renewable for another period of 30 years in favour of the Common Organization. Provided further that in the event the Promoter utilize the FSI of the said Remaining Free Sale Portion as mentioned in Fifth Schedule hereunder then the Promoters shall cause the Confirming Party to execute and register the Deed of Assignment / Indenture of Sub-Lease for the entire Free Sale Plot for the residue period of 30 years commencing from the signing of such document and renewable for another period of 30 years in favour of the Common Organization;

(ii) The Purchaser/s along with other purchasers of Flat/ Shop/ Unit/ Premises and other premises in the said Free Sale Building shall join in forming and registering the Common Organization and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the Common Organization and for becoming a member, including the bye-laws/ Memorandum & Articles of Association of the proposed Common Organization and duly fill in, sign and return to the Promoters within ten days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the organization of the Purchaser/s under Section10 of the MOFA within the time limit prescribed by Rule 8 of the MOFA. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye - laws or the Memorandum and/or Articles of the Common Organization, as may be required by the Registrar of Co-operative Societies/Registrar of Companies, as the case may be, or any other Competent Authority;

The Promoters hereby agree that it shall before handing over the possession of the said Premises to the Purchaser/s and in event before the execution of Deed of Assignment / Indenture of Sub-Lease in favour of the Common Organization make full and true disclosure of the nature of its title to the said Free Sale Portion as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Free Sale Portion and shall, as far as practicable, ensure that the said Free Sale Portion is free from all encumbrances so as to enable it to cause to demise,

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transfer in favour of the Common Organization such clear and marketable title on the execution of the Deed of Assignment / Indenture of Sub-Lease;

It is expressly and specifically clarified, agreed, understood and confirmed (iv) by and between the parties hereto that the unsold units and other premises including car parking spaces in the said free sale building shall at all times, including after the formation and registration of the Common Organization and/or after the lease of the said Free Sale Portion and the said Free Sale Building in favour of the Common Organization, be and remain the absolute property of the Promoters and/or the Confirming Party as the case may be, and the Promoters and/or the Confirming Party as the case may be shall become members of the Common Organization in respect thereof, and the Promoters and/or the Confirming Party as the case may be, shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser/s herein, nor the Common Organization shall object to or dispute the same. On the Promoters and/or the Confirming Party intimating to the Common Organization the name or names of the purchaser/s or acquirer/ unsold units, premises, etc., the Common Organization sharp accept and admit such purchasers and acquirers as their member shareholder/s, and shall forthwith issue share certificate/s and necessary documents in their favour, without raising and disobjection to the same and without charging/recording in premium, fees, donations or any other amount of whatsoever nature in respect thereof. The Promoters and/or the Confirming Party as the case may be shall not be liable to pay maintenance charges for the unsold units to the Common Organization save and except the municipal taxes with effect from receipt of occupation/ completion certificate. Provided fur that in the event the Promoters and/or the Confirming may be occupies or permits occupation of any of the unsold Flat Unit/Premises such occupant or the Promoters and or the Confirming Party as the case may be shall be liable to pay maintenance charges in respect of such Flat/ Shop/ Unit/ Premises in occupation.

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- 11. The Promoters hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall, before handing over possession of the said Premises to the Purchaser/s, obtain from the concerned local authority occupation certificate in respect of the said Premises. Thereafter the same shall be complied and performed by the Purchaser/s.
- 12. The Promoters shall give possession of the said Premises to the Purchaser/s on or about "December 2017" and upon receipt of the entire Sale Consideration with a further grace period of 06 (six) months. If the Promoters fail or neglect to give possession of the said Premises to the Purchaser/s on the aforesaid date and/or on such date as may be extended by mutual consent then the Purchaser/s shall have the option to terminate this Agreement after giving 15(fifteen) days notice in writing, whereupon the Promoters shall be liable on demand to refund to the Purchaser/s amounts already received by it in respect of the said Premises along with simple interest @ 9% p.a. (nine percent per annum) from the date of the receipt of the respective amounts by the Promoters till payment. It is agreed that upon the termination of this Agreement by the Purchaser/s, the claim of the Purchaser/s shall be restricted to refund of monies paid with simple interest @ 9% (nine percent per annum) thereon and that the Purchaser/s shall not be entitled to claim for loss and/or damages and/or mental trauma or otherwise owisdever till the entire amount along with interest thereon is refunded by the Bromaters to the Purchaser/s the same shall subject to prior encumbrance if any, charge on the said Premises but only to the extent of the amount so due to the Purchaser/s. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Purchaser/s under this Agreement. The Purchaser/s agrees that receipt of the said refund by cheque from the Promoters बरल by the Purchaser/s by registered post acknowledgement due at the address given 1208 by the Purchaser/s in these presents whether the Purchaser/s accepts or encashes

⊋ o ₹ the cheque or not, will amount to the said refund.

13. The Promoters shall be entitled for reasonable extension of time for handing over the possession of the said Premises as stated in Clause 12 hereinabove if the completion of the said Free Sale Building in which the said Premises is situated is

delayed on account of non-availability of steel, cement and other building material and grant of electric and water connections or supply and other building material and also on account of any war, civil commotion, riots or act of God such as earthquake, flood or other natural calamities and also on account of the Government restrictions and/or enemy action, war, strike, terrorist attacks or any notice, order, rule, notification of the government and/or other public or competent authority or on account of delay in issue of the Occupation Certificate, and/or any other certificate/permission/ approval as may be required in respect of the said Free Sale Building, by the said local authority or any other concerned authority not due to any default on the part of the Promoters or any cause beyond the control of the Promoters or any other reasonable cause and that the Purchaser/s hereby agrees to ignore such delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Promoters as per the provisions of section 8 of the MOFA.

- 14. The Purchaser/s shall take possession of the said Premises within 15 (fifteen) days of the Promoters giving written notice to the Purchaser/s intimating that the said Premises are ready for use and occupation. Provided that if within a period of 3 (three) years from the date of handing over the said Premises to the Purchaser/s, the Purchaser/s bring/s to the notice of the Promoters any defect in the said Premises then, wherever possible such defects shall be rectified by the Promoters at the Promoters' own cost. However, if the Purchaser/s carries out any alteration or addition or change as regards columns, beams, slabs, and/or reiting of auterwalls any other structural change/alteration in the said Premises or any poart thereof in the said Premises and/or the said Free Sale Building, the hability of the Promoters shall come to an end and the Purchaser/s alone shall be responsible.
- 15. It is hereby expressly clarified, agreed and understood between the parties hereto that:

rectify such defect or change at his/her/their own cost/s.

(a) The Promoter and the Confirming Party hereby declare that they are entitled to use the available FSI in respect of the said Free Sale Building on the said Free Sale Portion and that no part of the FSI relating to the said Free Sale Portion has been utilized by the Promoters elsewhere for any purpose whatsoever;

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The entire unconsumed and residual F.S.I., if any, in respect of the said Free (b) Sale Building to be constructed on the said Free Sale Portion, and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D.P. Plan, Rules, Regulations and bye-laws governing the F.S.I as also the F.S.I. which may be available till execution of the vesting document in respect of the said Free Sale Plot as aforesaid on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, shall absolutely and exclusively belong to and be available to the Confirming Party, free of all costs, charges and payments, and neither the Purchaser/s herein, nor the Common Organization shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

(c) The Confirming Party shall have the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid F.S.I and TDR respectively for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as the Promoters may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future;

The lift machine room and water tank shall be located on the common serrace above the topmost floor of the said Free Sale Building. The said common terrace is agreed to be left open to the sky for further and additional constructions thereon by the Promoters (if any) in future at any stage and/or time in terms of this Clause. The Purchaser/s will not have any right to use or have any claim right title or interest of whatsoever nature in the said common terrace, save and except for the purpose of inspection and maintenance of lift, lift room and water tanks;

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(e) All such new and additional tenements, shops, flats, units, premises buildings and structures shall absolutely and exclusively belong to the Confirming Party, and neither the Purchaser/s herein, nor the Common Organization shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Confirming Party shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Purchaser/s nor the Common Organization shall raise any dispute or objection thereto and the Purchaser/s hereby grants his/her/their irrevocable consent to the same;

- (f) The Common Organization shall admit as its members all purchaser's of such new and additional units/premises/ tenements whenever constructed on the said Free Sale Building;
- (g) The Purchaser/s shall not at any time hereafter raise any objection of dispute on any ground whatsoever to the provisions of this Clause 15 or to the Confirming Party exercising their rights as mentioned herein, nor shall they claim any abatement or reduction in the Sale Consideration due to the same nor shall they claim any compensation or damages from the Promoters due to the same on any ground whatsoever;
- (h) It is agreed and understood that at any time before the execution of the assignment of lease of the said Free Sale Portion in favour of the Common Organisation, the Confirming Party shall be entitled to amalgamate the said Free Sale Portion with any other adjacent property which it may hereafter purchase already purchased /acquired, or which it may hereafter purchase and to apply for and obtain the necessary sanctions, permissions, orders NOCs, approvals, etc. for such amalgamation, and to develop the said Free Sale Portion in accordance therewith. The Purchaser/s shall not raise any objection to or dispute such amalgamation of the said Free Sale Portion of land by the Promoters; and
- (i) The provisions of this Clause 15 shall always be of the essence Agreement and shall be covenant running with the land.

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(j) It is hereby expressly agreed, understood and clarified between the parties hereto that:-

to that:-





In the event the Promoters being unable to utilize the entire 44991.88 square mtrs., along with Fungible FSI, free of FSI areas on the said Free Sale Portion shown delineated on the Plan annexed hereto as ANNEXURE "A" with red colour hatched lines (with yellow colour wash in background) and more particularly described in the Fourth Schedule hereunder written due to the approvals/ permission/NOC of High Rise Committee not being granted and/or on account of any changes in laws or notifications, orders etc., then in that event the Promoter shall be entitled to utilize and consume such additional Free Sale FSI by construction of additional buildings/wings on the said Remaining Free Sale Portion of the said Free Sale Plot and which portion is shown delineated on the Plan annexed hereto as ANNEXURE "A" with red colour cross (with yellow colour wash in background) and more particularly described in the Fifth Schedule hereunder written and identified as portion of the said Free Sale Plot on which the said Free Sale Building No.7 is proposed on the presently sanctioned Layout Plan (hereinbefore and hereinafter referred to as "the said Remaining Free Sale Portion.



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Subject to whatever stated in sub- clause j (i) above, the Confirming Party herein has the sole and exclusive right to develop the said Remaining Free Sale Portion described in the Fifth Schedule here under written and the Confirming Party shall in their sole discretion shall be entitle to prepare such Plans and/or proposals for the development of the same and submit the same to the authorities for approval and they shall not be under any obligation to seek any consent and/or No Objection of the Purchasers herein and/or the Co-operative Society/Limited Company/ Organization which may be formed by the purchasers of the Units in the said Free Sale Portion described in the Fourth Schedule here under written.

Without prejudice to whatever is stated in sub-clause j(ii) hereinabove, the Purchaser/s herein hereby consents to the

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Confirming Party getting the Plans prepared for the development of the said Remaining Free Sale Portion described in the Fifth Schedule here under written and submit the same to the Authorities for approval and obtain the approval for the development of the same and to develop the same as per the Plans and proposals as may be approved by the Authorities and sell the Flats/Shops/Units etc. as may be proposed to be constructed therein and to receive and realize the Sale Proceeds and appropriate the same to themselves without being accountable to the Purchaser/s and/or the Society/Limited Company/ Organization of the purchasers in the said Fee Sale Portion described in the Fourth Schedule hereunder written.

- (iv) Subject to sub-clause j (i) above It is clarified that the consent of the Purchaser/s herein for the development of the said Remaining Free Sale Portion is free consent and they are not concerned with the sale as the same is outside/ beyond the said Free Sale Portion described in the Fourth Schedule here under written.
- It is agreed by and between the Parties hereto that notwithstanding (v) whatever is stated herein in sub-clauses (i), (ii) (iii) and (iv) above 25% open/Green area of the said Free Sale Portion described in the Fourth Schedule here under written and the said Remain Sale Portion described in the Fifth Schedule hereunde be taken and measured together for the purpo approval of the plans/ proposals for the development Remaining Free Sale Portion described in the lift under written and for the purpose of compliance with provisions of the Development Control Regulation with regard to leaving open vacant and un built space and the purchasers of the units in the said Free Sale Portion described in the Fourth Schedule hereunder written and the said Remaining Free Sale Portion described in the Fourth Schedule hereunder written shall have common right in respect of open land in all around the said 1208 portion of the building 8905

- 16. After the possession of the said Premises is handed over to the Purchaser/s, the Purchaser/s shall not carry out any additions or alteration in the said Premises or the building and the Promoter shall not be responsible, if additions and alteration are done in the said Premises or the said Free Sale Building by the Purchaser/s or occupier, in violation of the building regulations.
- The Purchaser/s shall use the said Premises or any part thereof or permit the same to be used only for the purpose for which the same has been allotted.
- Unless it is otherwise agreed to by and between the parties hereto, and upon the Promoters clearing loans raised by them on the security of the Promoters allocation and lease of the leasehold land the Confirming Party shall within four months of registration of the Common Organization as aforesaid or within such extended time cause execute a assignment of lease / sub-lease of the said Free Sale Portion and the said Free Sale Building in favour of the Common Organization with the right to re-construct/repair the said Free Sale Building in the event of the same being destroyed or damaged or rendered unusable.

19. Ad-hoc maintenance/taxes:

Commencing a week after notice in writing is given by the Promoters to the Purchaser/s that the said Premises is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in rtion to the area of the said Premises) of outgoings in respect of the said Portion and the said Free Sale Building namely local taxes, betterment such other levies by the concerned local authority and/or Government, rates harges, insurance, common light, repairs and salaries of clerks, bill getors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Free Sale Plot and the said Free Sale Building. Until the Common Organization is formed and the lease of the said Free Sale Portion and the said Free Sale Building is assigned / sub-leased to it, the Purchaser/s shall pay to the Promoters such proportionate share of outgoings 1208 may be determined. At the time of being handed over possession of the said Premises, the Purchaser/s shall pay to the Promoters a sum equivalent to18 (eighteen) months outgoings towards the payment of ad-hoc outgoings. The provisional monthly outgoings payable in respect of the said Premises is Rs.13,573/- (Rupees Thirteen Thousand Five Hundred Seventy Three Only). The



amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters until lease of the said Free Sale Portion and the said Free Sale Building is assigned / sub-leased in favour of the Common Organization. Subject to the provisions of section 6 of the MOFA, on such lease being assigned / sub-leased, The ad-hoc charges are to be adjusted against the actual maintenance charges incurred. The aforesaid ad-hoc maintenance (less deductions provided for in this Agreement) shall be paid over by the Promoters to the Common Organization after the submission of statement of collection and expenditure which will be certified by a chartered accountant and shall be binding upon the Purchaser/s and also when the Purchaser/s is/are a member of the Common Organisation and cannot be questioned and no additional evidence shall be demanded in respect thereof .The Promoter is entitled to charge 10%(ten percent) of all outgoings incurred as management and supervision charges. The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and cannot withhold the same for any reason whatsoever.

The Purchaser/s hereby agree/s that in the event if any amount by way of 20. development and/or betterment charges, premium or security deposit as fire cess is paid to the MCGM / SRA or to the State Government or any other tax or statutory dues or repayment of a similar nature becoming payables by Promoters the same shall be reimbursed by the Purchaser/s to the Promoters proportion of the area of the said Premises agreed to be acquire Purchaser/s and in determining such amount, the decision of the promote

The Purchaser/s shall on or before delivery of possession of the said Premises keep 21. deposited with the Promoters the following amounts:

be conclusive and binding upon the Purchaser/s.

Rs. 5,618/- (Rupees Five Thousand Six Hundred Eighteen Only) for legal (i) charges, along with applicable service tax; 900 (ii)

Rs. 700/- (Rupees Seven Hundred Only) for share maney and entrange fees;



- formation and registration of the Common Organization, along with applicable service tax;
- (iv) Rs. 2,44,314/- (Rupees Two Lakh(s) Forty Four Thousand Three Hundred Fourteen Only) towards 18 (eighteen) months monthly ad-hoc outgoings which shall be calculated @ Rs.10/- (Rupees Ten only) per month for taxes and maintenance, (which excludes property tax) along with applicable service tax;
- (v) Rs. 41,483/- (Rupees Forty One Thousand Four Hundred Eighty Three Only) towards deposit for water meter and electric meter and costs of electric sub-station and cables, along with applicable service tax;
- (vi) Rs. 1,10,246/- (Rupees One Lakh(s) Ten Thousand Two Hundred Forty Six Only) towards proportionate share of development charges and LUC taxes, along with applicable service tax;
- (vii) Rs. 1,44,960/- (Rupees One Lakh(s) Forty Four Thousand Nine Hundred Sixty Only) by way of contribution towards corpus of the said Society or a new society of the purchasers of the said Free Sale Building to be formed;

Rs. 1,62,877/- (Rupees One Lakh(s) Sixty Two Thousand Eight Hundred Seventy Seven Only) by way of Club House Charges;

(x) Balance of service tax/VAT/GST if any applicable as per of this Agreement.

shall not maintain a separate account in respect of sums received by the Promoter from the Purchaser/s as specified in Clause 21 above and shall not render any account of whatsoever nature either to the Purchaser/s or the said Common Organization utilise the sum specified in Clause 21 paid by the Purchaser/s to the Promoters for meeting all legal costs, charges and expenses including professional and engrossing the vesting document and also utilize sums specified in Clause 21 for the purposes mentioned therein. The Promoter shall refund the balance corpus, if any, specified in Clause 21(vii), without interest, but after adjusting

excess of expenditure incurred over the collection of the amount in respect of maintenance and also any out standings statutory dues or any amount payable by the Purchaser/s under this Agreement.

Time as to payment being essence of this Clause.

- 23. It is further agreed between the Promoters and the Purchaser/s that the Purchaser/s shall reimburse to the Promoters all the IOA deposits and other refundable deposits paid by Promoters but not covered by Clause 20. If at any time any development and/or betterment charges or other levy are levied or are charged, levied or sought to be recovered by the SRA/MCGM, Government and/or any other Public Authority in respect of the said Free Sale Plot described in the Fourth Schedule hereunder written and/or the said Free Sale Building standing thereon, the same relating to the period after the Purchaser/s is put in possession of the said Premises shall be borne and paid by the Purchaser/s in proportion to the area occupied by him / her / them.
- 24. The Purchaser/s agree/s and undertake/s that all charges, consideration, stamp duty, registration charges, transfer fee, premium or any other charges of any nature whatsoever payable to SRA or MCGM or Metropolitan Commissioner or any other authority for assignment of lease / sub-lease of the said the lateral ale Portion in favour of the Common Organization and/or for execution of the Agreement is the responsibility of the Purchaser/s.
- 25. The Purchaser/s has:
 - taken inspection of all relevant documents and has satisfied himself/herself/themselves fully in respect of the Promoters' title to the develop the said Free Sale Portion more particularly described in the Fourth Schedule and the said Premises as more particularly described in the Sixth Schedule hereunder written prior to the execution of this Agreement and the Purchaser/s doth hereby accepts the same and agree not to raise any requisition or objection/s or dispute relating thereto at any stage, and
 - (ii) read and understood and is fully aware of the terms and conditions of Development Agreements, Lease Deeds, Intimation of Approval, Commencement Certificate and all the plans, designs and specifications

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and responsibilities thereunder and in respect of the said Free Sale Portion and the said Free Sale Building and has no objection thereto and further hereby agrees to accept the said terms and conditions unconditionally and absolutely and is aware of the fact that the Promoters have agreed to sell and transfer the said Premises to the Purchaser/s relying on the assurance and declaration of the Purchaser/s that he/she/they has/have no objection to the same.

- 26. The Purchaser/s for himself/herself/themselves with intention to bring all persons into whosoever hand the said Premises may come, do hereby covenant with the Promoters as follows:
 - a. To maintain at the Purchaser's own cost in good tenantable repair and condition from the date of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the said Free Sale Building, staircases or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Premises itself or any part thereof;

Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Free Sale Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Free Sale Building including entrances of the said Free Sale Building and in case any damage is caused to the said Free Sale Building and/or the said Premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable to carry out the

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To carry at his/her/their own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in the said Premises or to the said Free Sale Building or

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the said Premises which may be against the rules and regulations and byelaws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority;

- d. Not do or suffer to be done anything in the said Premises or to the said Free Sale Building or the said Premises which is in contravention of Clauses 16 and 17 hereinabove. And in the event of the Purchaser/s committing any act in contravention of the said Clauses 16 and 17 above the Purchaser/s shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Purchaser's cost;
- e. Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Free Sale Building and shall keep the portion, sewers, drains pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Pardis or other structural members in the said Premises without the written permission of the Promoters and/or the said Company Organization and in the event so such damage the Purchaser shall indemnify the Promoters and/or the Common Organization for the same
- f. Not to do or permit to be done any act or thing which may render volucion voidable any insurance of the said Free Sale Portion and the said Free Sale Building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance;
- g. Not to throw dirt, rubbish, rags, garbage or other refuse or perinit the same to be thrown from the said Premises in the compound or any portion of the said Free Sale Portion and the said Free Sale Building;

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his/her/their share of security deposit, charges or expenses etc. demanded by concerned local authority or Government or giving water, electricity or any other service connected to the said Free Sale Building;

- i. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Purchaser/s viz. user for any purposes other than purpose for which the same is allotted;
- j. The Purchaser/s shall not let, sub-let, grant on leave & license, sell, transfer, assign or part with the Purchaser/s' interest or benefit factor of this Agreement or part with the possession of the said premises until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid-up and further only if the Purchaser/s is/are not guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained the prior written permission of the Promoters or the Common Organization; as the case may be;
 - The Purchaser/s shall observe and perform all the rules and regulations which the Common Organization may adopt at its/their inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Free Sale Portion, the said Free Sale Building and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Common Organization regarding the occupation and use of the said Premises in the said Free Sale Building and

shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

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Till the lease of the said Free Sale Portion and the said Free Sale Building is assigned/ sub-leased in favour of the Common Organization the Promoters

and its servants and agents, with or without workmen and others, shall at all reasonable times, be entitled to enter into and upon the said Free Sale Portion and the said Free Sale Building or any part thereof.

- 27. For any amount remaining unpaid by the Purchaser/s under this Agreement, the Promoters shall have first lien and charge on the said Premises agreed to be allotted to the Purchaser/s.
- 28. This Agreement sets forth the entire Agreement and understanding between the Promoters and the Purchaser/s and supersedes, cancels and merges:
 - (a) All Agreement, negotiations, commitments writings between the Purchaser/s and Promoters prior to the date of execution of this Agreement;
 - (b) All the representation, warranties commitments etc. made by the Promoters in any documents, brochures, hoarding etc. and /or through on any other medium;
 - (c) The Promoters shall not be bound by any such prior agreement, negotiations, commitments, writings, discussions, representations, warranties and compliance thereof other than expressly agreed by the Promoters and Agreement.
- 29. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises or of the provided Portion and the said Free Sale Building or any part thereof. The Purchaser's shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them and the right to use the said Car Parking/s for sanctioned user. It is further agreed that all rights of ownership in all open spaces, parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoters, until the lease of the said Free Sale Portion is assigned sub-leased to the Common Organization as hereinabove mentioned.
- 30. It is further expressly clarified, agreed and understood by and between the parties hereto that the basement-1/ podium-1, basement-2/ podium-2, lower ground floor/podium-3, all open spaces of the compound and the common terrace above

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the tophnost hour of the said free sale building, shall always absolutely and exclusively belong to the Promoters & the Confirming Party and the Promoters & the Confirming Party shall have full right, absolute authority, and unfettered discretion to use the same in any lawful manner, including for putting up and displaying hoarding / advertisements thereon, or putting up any overhead water tank/s thereon to store and supply water to the occupants of the said Free Sale Building. The Promoters & the Confirming Party shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Purchaser/s or the Common Organization and neither the Purchaser/s nor the Common Organization shall at any time raise any dispute or objection in this regard. Use of the said common terrace may also be allowed to install Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. for which purpose the Promoters shall be entitled to enter into suitable arrangement/s or agreement/s with any person/s on such terms and conditions as the Promoters & the Confirming Party deem fit and to receive/collect such contract monies/rents as consideration thereof from such person/parties/ allottees. It is hereby expressly agreed that in case of further expansion more particularly the vertical expansion of the said Free Sale Building by way of additional floor/s, the Promoters & the Confirming Party shall be entitled to shift the water tank/s, Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. either over and above such additional floor/s and/or extension or such other place/s as may be convenient to the Promoters & the Confirming Party and the Purchaser/s and/or the Common Organization shall not be entitled to raise any objection and/or create any hindrance in any manner whatsoever. The Purchaser/s will permit the authorised representative/s deputed by the Promoters/ the Common Organization to go to the said common terrace to install, check up and/or service Dish Antenna and/or in other electronic gadgets etc. and for repairs and maintenance of the tank/s wand or such other common facilities, at all reasonable times. It is agreed that the areresaid rights in favour of the Promoters & the Confirming Party shall be

when executed in favour of the Common Organization.

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It is agreed by and between the parties hereto that the Shops below the Podium of the said Building are rehab component of rehabilitating the shop owners, dwellers using their premises for commercial purpose and they shall be entitle to become the members of the Society/Limited Company/Organization of the persons as may

covenants running with the land and shall form part of the assignment/sub-lease



be formed by the Purchasers in the said Building No. 6 on the said Free Sale Component described in the Fourth Schedule hereunder written.

- 32. The Purchaser/s hereby agrees, undertakes and covenants with the Promoters that neither he/she/they, nor the Common Organization shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoters under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoters as mentioned herein, and the Purchaser/s and the Common Organization shall be bound and liable to render to the Promoters, all necessary assistance and co-operation, to enable it to exercise and avail of the same.
- 33. Any delay tolerated or indulgence shown by the parties in enforcing the terms of this Agreement or any forbearance or giving of time to each other shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of parties.

34. The Purchaser/s and Promoters shall present this Agreement for registration within the time prescribed by the Registration Act, 1908 and the Promoters shall attend the Office of the Sub-Registrar and admit the execution thereof.

All letters notices, circulars, receipts issued by the Promoters as contemplated by and under this Agreement shall be deemed to have been duly served/ delivered to the Purchaser/s and shall discharge the Promoters completely and effectually of its obligations, if sent to the Purchaser/s under Certificate of Posting or registered Post Acknowledgement Due at the following address (or at any other address as

may-have been subsequently notified by the Purchaser/s as and by way of change

बरल of address and if such change is confirmed by the Promoters) :

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२ और Srinivasan Vijayapuram, Ms. Shanthi Thoppil Mrs. Vijayalakshmi Sankaran

Tower 3, Flat No.404, Raheja Tipco, Rani Sati Marg, Malad (East), Mumbai - 400097.

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- 36. This Agreement shall be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules made thereunder.
- 37. All costs charges and expenses in connection with the formation of the Common Organization as well as the costs of preparing and engrossing the Assignment of lease / Indenture of Sub-Lease or any appropriate document/deed in respect of the said Free Sale Portion and the said Free Sale Building in favour of the Common Organization, payment of charges for such purpose, stamp duty and registration charges thereof and all other agreements or any other documents required to be executed by the Promoters as well as the entire professional costs of the Attorneys of the Promoters for preparing and approving all such documents shall be borne and paid by the Common Organization or proportionately by all the purchasers in the said Free Sale Building. The share of the Purchaser/s in such costs, charges and expenses shall be paid by him/her/them immediately on when required.
- 38. The Stamp Duty and Registration charges payable on this Agreement shall be borne and paid by the Purchaser/s alone.

39. The Permanent Account Numbers of the parties hereto are as under:

SUB MEDICAL BUS
Permanent A/c. No.
AAECK1950
AAFCS3508K
ANIPS7966E
EJCPS 5698B
CHDPS7038G

IN WITNESS WHEREOF, the parties hereto, have hereunto set and subscribed their respective hands, to this Agreement on the day and year first hereinabove written.

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THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of "the said Property")

All that piece and parcel of land or ground admeasuring 27,000.20 sq.mtrs., and bearing Survey No.288(part), 503(part) corresponding to C.T.S. Nos., 521, 521/1 to 8, 521/10 to 17, 522, 522/1 to 11, 523, 524, 524/1 to 12, 525, 525/1 to 4, 527, 527/1 to 26, 528, 528/1 to 11, 529, 529/1 to 15, 530, 530/1 to 16, 531, 532, 532/1 to 13, 533 (part), 533/1 to 100 and 533/107 to 484, 533/486 to 643, 533/648, 536, 536/1 to 5 and 537, 537/1 to 7 of Village Malad, Taluka Borivali, Mumbai Suburban District situated at Rani Sati Marg, Malad (East), Mumbai- 400 097 and bounded as follows:

On or towards the East

By CTS. No. 520 and Part Rani Sati Marg;

On or towards the West

By Internal Road;

On or towards the North

By Rani Sati Marg;

On or towards the South

By Internal Road.

THE SECOND SCHEDULE ABOVE REFERRED TO: (Description of "the Rehab Plot")

All that piece and parcel of land admeasuring 10960.88 sq. mtrs., being a part of the said property more particularly described in the First Schedule hereinabove written and delineated on the plan annexed hereto as and marked as ANNEXURE "A" and thereon shown hatched in blue colour and bounded as follows:

On or towards the East

By CTS No. 519 and the said Remaining Free Sale 2/

Portion;

On or towards the West

By Internal Road:

8909

On or towards the North

By the Free Sale Portion;

1208



On or towards the South

By Internal Road.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of "the said Free Sale Plot")

All that piece and parcel of land admeasuring not less than 16,441.32sq.mtrs. abutting Rani Sati Marg, being a part of the said property more particularly described in the First Schedule hereinabove written and delineated on the plan annexed hereto as and marked as **ANNEXURE** "A" and thereon shown surrounded by yellow colour wash (comprising of free sale portion and remaining free sale portion) and bounded as follows:

On or towards the East

By CTS. No. 520 and Part Rani Sati Marg;

On or towards the West

By Internal Road;

On or towards the North

By Rani Sati Marg;

On or towards the South

By the said Rehab Plot.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Description of "the said Free Sale Portion")

Marginal parcel of land admeasuring not less than 11,647.00 sq.mtrs. abutting sati Marginal parcel of the said property more particularly described in the Third dute hereinabove written and delineated on the plan annexed hereto as and marked WNEXURE A" and thereon shown in red colour horizontal lines (with yellow wash in ground) and bounded as follows:

On or towards the East

By part Rani Sati Marg and part DP Road;

On or towards the West

201

By Internal Road;

On or towards the North

By Rani Sati Marg;

On or towards the South

By the said Rehab Plot.

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THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Description of "the said Remaining Free Sale Portion")

All that piece and parcel of land identified as portion of the said Property more particularly described in the Third Schedule hereinabove written and on which the said Free Sale Building No.7 or such additional buildings is proposed to be constructed and which portion is shown delineated on the plan annexed hereto as and marked as ANNEXURE "A" and thereon shown in red colour cross (with yellow wash in background) bounded as follows:

On or towards the East

By CTS. No.520 and Part Rani Sati Marg;

On or towards the West

By Internal DP Road;

On or towards the North

By part Rehab Plot and part Rani Sati Marg;

On or towards the South

By Rehab Plot and CTS No.519.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Description of "the said Premises")

The Flat No. 206. on the 2nd floor in Wing "C" having total carpet area admeasuring about 112.268 sq. mtrs. (i.e. 1208 sq. ft.) of the said Free Sale Building No. 6 to be known as " LEVELS" under construction on the said Free Sale Portion more particularly described in the Fourth Schedule.

1208 5068



THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(Nature, extent and description of Internal amenities and common areas and facilities)

A. Internal Amenities in a flat

Vitrified flooring throughout a flat;

Bathrooms with ceramic/vitrified tiles;

Luxury sanitary / CP fittings;

Anodized aluminum sliding windows;

Granite platform with SS Sink;

Ceramic / glazed wall tiles in kitchen;

Granite frames for the bedroom and bathroom doors;

Gypsum finish internal walls & ceilings;

Concealed wiring and premium switches and accessories;

TV cable, Air condition & Telephone points in all the rooms;

Video Door phone.

B. Common Area and Facilities:



Club House with Swimming pool;

বং	Indoor Games;
1208	Gymnasium:
	Randscape garden

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(w)

The above information is indicative of the proposed development and is issued in good faith for guidance only. Subject to the approval of the authorities or in the interest of continuing improvement, the Promoters reserve the right to alter the layout, plans, specifications or features without prior notice or obligation.

THE EIGHT SCHEDULE ABOVE REFERRED TO:

(Details of the installments referred to)

Sr. No	Event	Percentage	Agreement Value	1
		%	2,12,05,264]
1	Booking+ (S)	20	10.11.050	4
2	Agreement (S)	20	42,41,053	4
3	Plinth (E)	10	21,20,526	4
4	1st slab of the Podium (E)	10	21,20,526	4
5	2nd Slab of the Podium (E)	2	4,24,105	4
6	3rd SLAB OF THE PODIUM (E)	2	4,24,105	4
7	1st Slab (E)	2	4,24,105	
8		2	4,24,105	1 -
9	2nd Slab (E)	2	4,24,105	
10	3rd Salb (E)	2	4,24,105	1
11	4th Slab (E)	2	4,24,105	
12	5th Slab (E)	2	4,24,105	
	6th Slab (E)	2	4,24,105	
13	7th Slab (E)	2	4,24,105	
14	8th Slab (E)	2	4,24,105	
15 16	9th Slab (E)	2	4,24,105	
17	10th Slab (E)	2	4,24,105	
17.7	11th Slab (E)	2	4,24,105	
18	12th Slab (E)	2	4,24,105	
19	13th Slab (E)	2	4,24,105	
20	14th Slab (E)	2	4,24,105	8465
21	15th Slab (E)	2	4,24,105	WY.
22	16th Slab (E)	1	2,12,053	
23	17th Slab (E)	1	2,12,053	
24	18th Slab (E)	1	2,12,053	
25	19th Slab (E)	1	2,12,053	
26	20TH SLAB (E)	1	2,12,053	THE SUB REBISTRAS SOSTER
27	21ST SLAB (E)	1	2,12,053	SUB COM
28	22ND SLAB (E)	1	2,12,053	TALL STAR BY JE
29	23RD SLAB (E)	1	2,12,053	1 V. WARREN VY - 1 60 MA
30	24TH SLAB (E)	1	2,12,053	
31	25TH SLAB (E)	1		
32	26TH SLAB (E)	1	2,12,053	Contract (E)
33	27TH SLAB (E)	1	2,12,053	I Com or of the
34	28TH SLAB (E)	1	2,12,053	
	29TH SLAB (E)	1	2,12,053	STANSAN STANSAN
	30TH SLAB (E)	1	2,12,053	T. OCH STATE OF
	31ST SLAB (E)	1	2,12,053	
	32ND SLAB (E)	1	2,12,053	MARKET TO THE PARTY OF THE PART
	33RD SLAB (E)	1	2,12,053	Malanda &
	34TH SLAB (E)	1	2,12,053	बरल - २/
	Possession (S)	5 '		L20H 40 91
otal:		100	2,12,05,264	L201 80 9 C

Balance sum of Rs. 10,60,262 /- (Rupees Ten Lakhs(s) Sixty Thousand Two Hundred and Sixty Two Only) to be paid at the time of intimation that the said Premises is ready for Fit-Out Works (irrespective of the date on which the Purchaser/s would take possession of the said Premises).

tena

SIGNED AND DELIVERED

by the withinnamed "Promoters"

KANAKIA RESIDENTIAL PRIVATE LIMITED

through one of its Director

Mrs. Asha H. Shah

in the presence of ...

1

2.

Annapmani V.

Asha H. sean





Asha H. Shah Photograph/ Left Thumb Impression

SIGNED AND DELIVERED

by the withinnamed "Confirming Party"

SHAH HOUSECON PRIVATE LIMITED

through its Authorized Signatory

· Mrs. Asha H. Shah

in the presence of ...

1

2. Amapmanir

Asha H. Shah





Asha H. Shah Photograph/Left Thumb Impression

चरल - २/ 120 ft 81 9 Lo २०१४





SIGNED AND DELIVERED

by the withinnamed "Purchaser"

Mr. Srinivasan Vijayapuram

Ms. Shanthi Thuppil

Mrs. Vijayalakshmi Sankaran

in the presence of ...

1.

2. Amguraniv-

Sminivasonif K. Shushi S.Vijayalıklım.

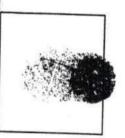
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Srinivasan Vijayapuram Photograph/Left Thumb Impression





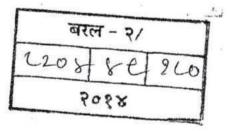
Shanthi Thuppil
Photograph/Left Thumb Impression





Vijayalakshmi Sankaran Photograph/Left Thumb Impression





RECEIPT

RECEIVED the day and year first hereinabove written of and from the within named Purchaser/s a sum of Rs. 142,07,523/- (Rupees One Crore Forty Two Lakh(s) Seven Thousand Five Hundred Twenty Three Only) as earnest money / part payment towards the Sale Consideration as within mentioned to be paid by the Purchaser/s to us, under this Agreement for sale.

WE SAY RECEIVED For KANAKIA RESIDENTIAL PRIVATE LIMITED

Director

Witnesses:

1. 8 WWY TO

2. K. Shoreh

1208 40 9 LO 2088

LIST OF ANNEXURES

(Annexure "A")

Composite Plan.

(Annexure "B")

Sanctioned Layout Plan.

(Annexure "C")

Relevant Extracts of the Property Register Cards.

(Annexure "D")

Letter of Intent bearing No. SRA/ENG/1152/PN/ STGL/LOI dated 20th September, 2010.

(Annexure "E")

Intimation of Approval bearing No. SRA/ENG/2593/PN/STGL/AP dated 20th July, 2011 for the said Free Sale Building.

(Annexure "F")

Commencement Certificate bearing No. SRA/ENG/2593/PN/STGL/AI

2011.

(Annexure "G")

Title Certificate from Law Firm viz. M/s. Law Point dated 28

(Annexure "G-1")

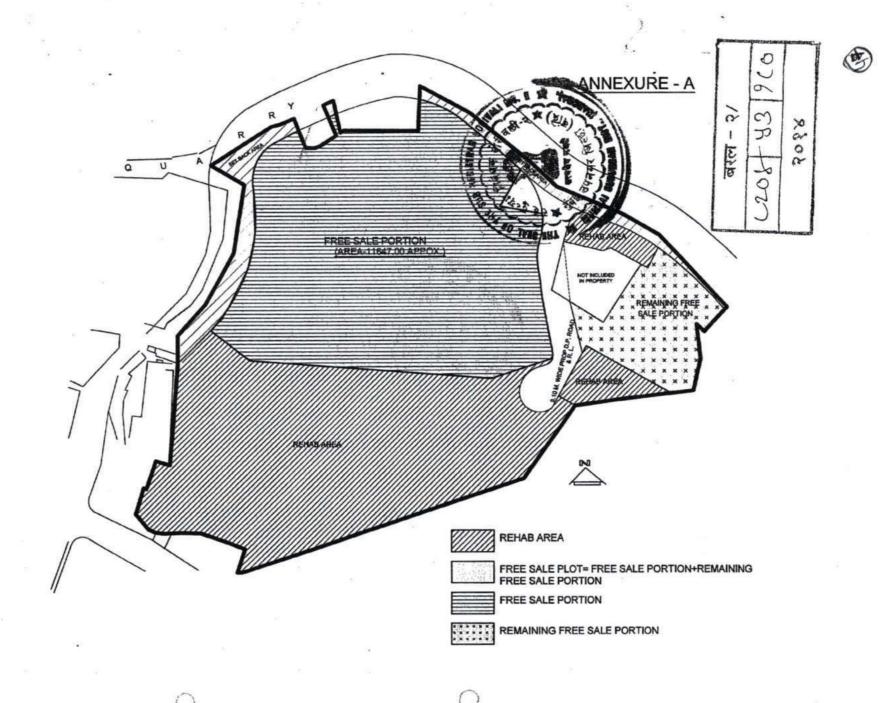
Additional Title Certificate from Law Firm viz. M/s. Law Point dated 26. 03. 2013.

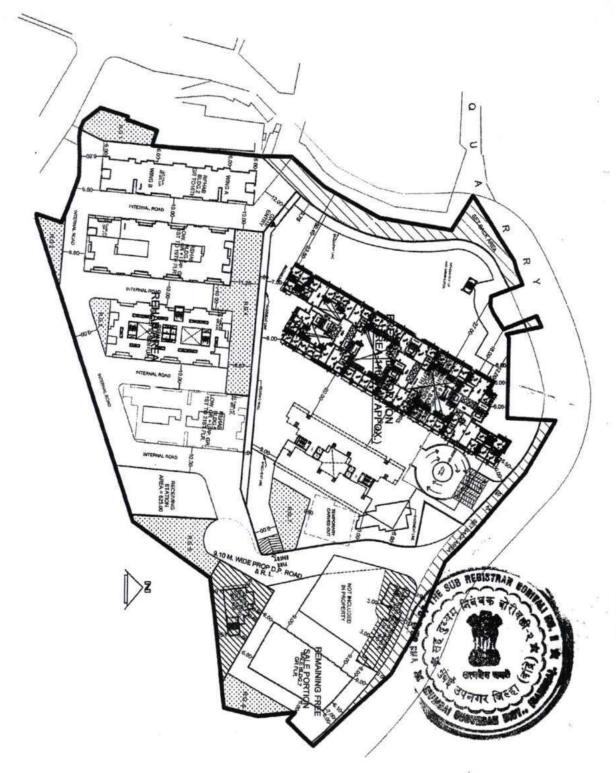
(Annexure "G-2")

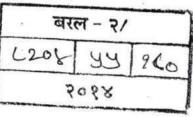
Additional Title Certificate from Law Firm viz. M/s. Law Point dated 10:04:2013

(Annexure "H")

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तपासणी करणारा -

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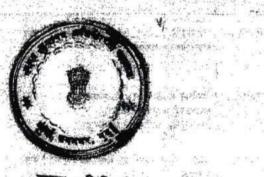
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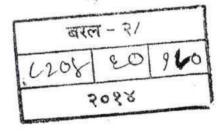
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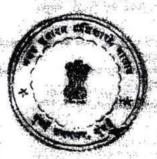
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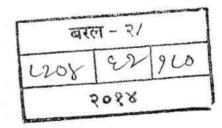


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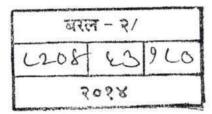


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काया - बढा/का.खि.२५४/०८दि.६/१२/२०६८ नुसार अटी व रातीवर झीपडणडी पुनंबसन योजनेतील झोपडणडी पुनंबसन घटक व खुल्या विक्रीसाठी करावयाच्या घटकांसाठी भाडेण्ड्याने			

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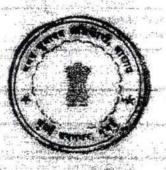
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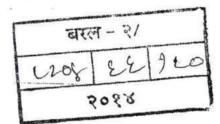
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अर्ज क्रमांक १८३८ एकूण नोंदी/एकूण नकाशें ०८ अर्ज दाखल तारीख २८/११/११) नकलेंचे शुल्क १६०=०० अर्ज तथार तारीख २८/११/११) कार्म विकास शुल्क २=०० अर्ज तथार करणार विभाव १८०४ विकास शुल्क २=०० अर्ज तथार करणार विभाव १८०४ विकास शुल्क १८०० अर्ज तथार करणार विभाव १८०४



न.भू.अ.मालाड

सत्य प्रतिलिपी

M.C

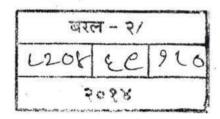
नगर भूमापन अधिकारी अ मालाङ



(पान न.-- 2)

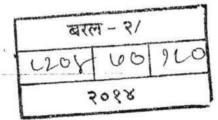
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अप्रस्थावा स्थितका कार्कारमा संस्कृत धारणाधिकार नगर भूमापन तपशील आणि त्याच्या फेर तपासणीची वि क्रमाक/स्त्र प्ली/ने... 429 रिश्लाक एक/पर में वर्धकरि η. 256.9 [२५.४० १/८/७१ पास्तः] (南)[-1] ५०.८० १८/७९ पासून 1 1 1 1 1 1 1 2 2 सविधाधिकार gagadan oli yalindi siri) " TO STATE OF STATE OF STATE OF हक्काचा मुळ घारक [नेशनल ॲन्ड ग्रिडलेज बैंक लि.] **接触性**显示与49世纪 वर्ष १९६७ [एफ इं दिनशा - मिळकतीचे विश्वस्यः] पट्टेदार इतर भार Many or recognis-इतर शेरे [सलेमान इसन ठाकुरः] नवित्रसारक (पा) खंड क्रमांक दिनांक ख्यवहार पहेंदार (प) किया भार (भा) \$6/02/28193 उ.जि.अधि.मुं.उ.अधेरी गांचेकडील क्र.डी.सी.६/एल.एन.डी./मालाड -१६ AND TOP STREET न म् अ.क. ५ पू. ठ सही XXX 一点 网络加克斯克斯 दि.३०/९/७० प्रमाणे वि.शे.सारा नॉद घेतली. 74/00/29UZ उ.जि.अधि.मुं.उ.अधेरी यांचेकडील क्र.ए.डी.सी./एल.एन.डी./९६ न प् अक्र ५ सही XXX दि.२५/४/७२ प्रमाणे सुधारीत वि.शे. सारा नोंद बेतली सारा र रू रूप ४ दिशेट/७१ पासून H) १) श्रीमती बचुबाई मारीनशोल खशुकोल. [२) श्री.एदलनी फ्रांमरीन विनशाः] BOM/R/४८३६/१८-५-६९ अन्वये नॅशनल प्रिंडलेज 07/07/2966 बॅकेने विश्वस्तीचे हक्क सोडले - वारसाने. श्री बच्चूबाई वॉरोन्झोंक डाशूकोन्ड -पिटीशन नं.६७१/१२-११-७१ अन्वये श्री.एदलजी मयत 20/20/29/01 (अविवाहीत) दि १४-३, ७० ॲडमिनिस्ट्रेटोर नेमणूक. श्री जे.बी.दुबाश श्री.एदलजी दिनशा ह्यांचे ॲडमिनिस्ट्रेटर श्री बच्चुबाई वॉरोन्झोंव्ह डाशुकोंव्ह. श्री नसली नेव्हील वाडीया पिटीशन नं २१/२१-५२-७२ अन्वये जे बी दुबाश 20/20/29/00 हे अंड व कॉ. हो यांचे जबाबदारीतृन मुक्त व श्री एदलजी ह्यांचे ॲडिमिनिस्ट्रेंटर श्री एन एन वाडीया ह्यांची नेमणुक. न. मू. अ. क्र. ५ मूं. उ. सही XXX वेश देश संघेरी यांचेकडील संभार रहकमांक ए.डी.सी./ दि.शे./१ सं१५८१ अन्वये न भू अ.क. ५ मृ. उ. जि. मृ सही XXX औसी वि.शंट/७१ भू मयत अनं,अबाद व मृत्यूचा SI इमला मालक श्री-कादर सुलेमान अकूर **नाणे वारसाचे नाव इमला मलाक** (३७ते ५२) नि नि.मृ.स. तया न पूजा का ५ मृत्य जि. मृ

(पान न -- 1)



नार पुनमन सिट्टाबर साट तबर अप्रेर नाक ना को स

शासनाला दिलेल्या आकारणीया निवा माङ्याचा 'तपसील आणि त्याच्या फेर तपासणीची नियतचेळ)

र्गाक	**************************************	खेड फ्रमांक -	तविन घारक (था) पट्टेशर (प) किया भार (भा)	साक्षाकंन
500\$180120	महाराष्ट्र झोपडपट्टी सुधारणा च निर्मुलत व पुनीवकास -क्षिपित्यम १९७१ चळन्य १४(२) अन्वर्थ महाराष्ट्र शासन राजपन्न (असाधारण)		(H) - म्ह्राराष्ट्रसरकार	सरी - टोडो०२ ने.मृ.स.मालाड
	पारा चार व दि:२८/७/१७ व शुष्टीपत्रक दि:२६/६/१८ना उपनिस्ताधिकारी वृति व सस्प्र प्राप्तिकारी बोरोवली यांचेकडील दि:६/७/११ ची नीटीस व १०/४/२००१ ची पत्र इकडील मो.र.नं.७२४/९४ चा नकाशाः तावेपायती			
	दिश्भ/१/२००२ अन्वयं संदर्शी मिळकत शासनाकडे निगंत झाल्याने घारक संदरी "महाराष्ट्र सरकार "नाव दाखक केले व सत्ताप्रकार अद्यक्षक्रकेलाः			
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- 177 <u>2</u>	योजनेतील शोपडपट्टी पुनवसन् घटक व खुल्या विक्रीसाठी करावशास्त्रा घटकासाठी साडपट्टयाने मंजूर करणेत आलेबाबतची नांद घेतली.			

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अर्ज क्रमांक १३३० एकूण नोदी/एक्श समार्थे १० अर्ज दाखन तारीख्न ८/१९/१) नकलचे शुक्क २००००० अर्ज तयार तारीक्ट ८ । १९/१५ अर्ज निकाली वारीस्म १ १९८० कामव शुक्क २००० अर्ज तथार करणार (अभिष्ठ) अर्ज तथार करणार (अभिष्ठ) अर्ज तथारणी करणार दे स्विम शुक्क २०२ -**EXECUTE SILES** 201 - 00



नगर भूमापन अधिकारी



(पान स.- 2)

बरल - २/ 910 8058

नगर मुमापन क्रमाक/सर एप्रे. न्	शिट नेबर प्लाटनबर क्षेत्र चौ.मी.	धारणाधिकार	शास्त्रालागेतलु	ग आकारपीचा किया भाइपाचा गण्या फेर तपासगीची निवत बेळ)
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10/19/1900	" महाराष्ट्र सरकार " नांव माखल केले व सत्ताप्रकार & दाखल केला. खोत डॉगरी को.ऑ.डॉसिंग सोसायटी लि.व विकास मेशाह हाकसकान प्रान्ति-यांना सदरची जगीन मा. जिरहाधिकारी मुंबई उपनगर निल्हा यांनी त्यांचेकड़ आदेश क.सी./कार्या - इंडी /का.वि.२५४/०८ वि.६/१२/२००८ नुसार अटी व शतीवर जोपडपट्टी योजनृतील डोगडपट्टी पुनंबसन घटक व खुल्या कि क्रसंख्यांच्यी घटकासाचिरम् इंप्ड्याने मंजूर करणेत आलेचिकड्डीम्बॉट्स्क्रेस्ट्रा	ोल पूर्नेबसन होसाळे	प्टेंदार - खोत डॉपरी को ऑ कॉसिंग सोंसायटी लि भाडेपट्टा मुदत ३० वर्ष	फें रस्मर क.शश्च प्रमाणे स्क्री- ११/१२/०८ न.मू.क.मालाड
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ग ब्ह्या-श बि शेती आकार [स्टर९-७०पे.मुदत १/३/५२ ते ३१/७/७१] COROS PELSE P ३९:४० १८/७१ पासून STATE OF GREEK STATE बि.सारा ४३६.३० सन १/८/७१ ते ३१/७/८० ४९-० चे मिटर क्षेत्रावर **建树叶 地名约克斯** 飞汽 सविधाधिकार ed vote the fermion हक्काचा मुळ धारक निरानल ॲन्ड प्रिन्डलेंज बँक लिये वर्ष १९६७ [एफ.इं.दिनशा मिळकतीचे विश्वस्थ.] many with the पट्टेदार 2、13 1 方のは、存業会議会議会 इतर भार TOWN MINER WITH इतर शेरे [हरी जीवनदास पितांबरद्यास परेलः] दिनांक व्यवहार ntwife h खंड क्रमांक निवन घारक (घा) साक्षाकंन पट्टेंबार (प) किंवा भार (भा) 30/08/29/08 मा अपर उपजिल्हाधिकारी अधेरी याचेकडील #ADC/LNDC-8784 R.74/4/00 सही -प्रमाणे बिनशेती आकार इंटरेड, ७० चै.मुदत ४३/५२ ते ३४/७/७० ची नोंद घेतली व सत्ताप्रकार दुरुस्त केला. सा.नं ५३१ न मूक्तं ५ मूं उत्सही XXX 23/03/2960 विनशंतीकडे वर्गः SI मा अपर तहसीलदार बोरीवली NAAD -D/ मालाड पूर्व ७३१ दि.२८/१९/७९ अन्वये न.भू.क्र. संही -५३१ पैकी ४९ चौ.मि.क्षेत्र औद्योगिक सही XXX उपयोगासाठी राम १९७१ ते १९८० पर्यंतचे मुदतीने रभू अ.क.५,मृत्द्रजि. 5005/80/20 महाराष्ट्र झोपडपट्टी सुधारणा च निर्मुलन च पुनिकास -अधिनियम १९७१ कलम १४(२) (H) सहीं -महाराष्ट्र सरकार 50/8/2 अन्वये महाराष्ट्र शासनं राजपन (असाधारण) न.भू.अ.मालाड भाग चार व दि २८/७/९७ व शुध्दीपत्रक दि.२६/६/९८मा.उपजिल्हासिकारी अति व सक्षम प्राधिकारी बोरीवली याँचेकडील दि:६/७/९९ ची नोटीस व १०/४/२००१ चे पत्र इकडील मो र.नं.७२४/९४ चा नकाशा, ताबेपावती दि,१५/१/२००२ अन्वये सदरची मिळकत शासनाकडे निगंत झाल्याने धारक सदरी " महाराष्ट्र सरकार " नाव दाखल केले व सत्ताप्रकार G दाखल केला. खोत डॉगरी को माँ सोसिंग सोसायटी लि.व पड़ेदार- खोत डॉगरी को ऑ. हॉसिंग विकासक में जाह हाकसकॉन प्रान्तियांचा — बदरची जानि मार्जिल्लामिकारी मुंबई उपनगर्र सोसायटी लि.भाडेपट्टा मुदत ३० वर्ष जिल्हा यांनी त्यांचेकडील आदेश क्र.सी./ कार्या -३डी /का.वि.२५४/०८ दि.६/१२/२००८ नुसार अटी व शतींबर झोपडपट्टी पूर्नवसन योजनेतील झोपडपट्टी पूर्नवसन घटक व खुल्या विक्रीसाठी करावयाच्या घटकांसाठी साडेपट्टयाने मंजूर करणेत आलेबाबतची नोंव घेतली. 7.54

धारणाधिकार

शासनाता रिल्ह्या आकारपाया स्टब्स्य प्रावस्थाय तपत्रील आणिजसण्या सेर तपासणीय नियत के

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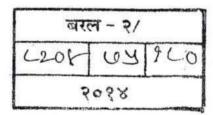
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सत्य प्रतित्विपी

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ची मी क्रमोक / फा. प्लीः मे. 433 साक्षाकंन नविन धारक (धा) खंड क्रमांक दिनांक पट्टेंबर (प) किंवा भार (भा) 7,.... 04/02/1960 मा.ऑडिशनल तहासीलदार क्र.र औन ओ बोरीवली यांचे W2/60 **7. 平. 邓. 4 平. 3** कडील बिनशेती आदेश में. NAADD/मालाड (प्) सि.स.नं. ५३३ पेकी दि:३०/११/७९ अन्वये ची.मी.२७६.० बिनशेती आकार बिनशेती सारा दरसाल र. रू. ५५.२० सुधारीत. 05/04/3960 मा अप्पर उप जि अधेरी याचेकडील 05/4/95 न मूज का ५ में उ सही आदेश क्रमांक ADC/LND/D ७७०८/१७/४/८०ने पैकी क्षेत्र ५५२.० ची.मी.बिनशतीकडे वर्ग. 45 911 22/28/2963 POSTER न.भू.क.५८१ अ/२ वरील नींदी आधारे जि. नि. पू. अ. तथा न मू. पोटिहस्से पडलेने क्षेत्र दुरुस्त केले अधि क ७ OR श्रीमती के जो मरफी यांचा दि २२/६/८३ चा ठार्ज व सरी -S.L £388/30/80 श्रीमती कॅथेलिन ग्लाडिस मर्फी 30/2/23 न मुजक ५/ प.मू.५ यांचा हि. १/८/८३ चा आरेश व तिः नि. म्. अ. सथा न म्. 2475798778 श्री अफ इं दिनशा योचे दि १७/८/८३ चे समेद्रीर्पताने अधि सः ७ 1. 数字等差别 经未收 823.0 **建物 物工作业** ची.मी क्षेत्रास इतर हक्कात नाव दाखल ५०९ .०ची.वार The second महत्ताङ् सरकृत महाराष्ट्र झोपडफ्ट्री सुधारणा य निर्मुलन व पुनीवकास 5005/80170 -अधिनियम १९७१ कलम १x(२) अन्यये महाराष्ट्र म.भू.अ.मालाड शासन राजपत्र (असाधारण) भाग चार व दि २८/७/९७ A STATE OF STREET OF STREET व सुद्योपत्रक दि २६/६/९८मा उपजिल्हाधिकारी अद्भिन The Robert to Mark The ससम् प्राधिकारी बोरीवली यांचेकडील दि:६/७/९१वी FALL TOP THE SERVICE CONTRACTOR नोटीस व १०/४/२००१ चे पत्र इकडील - Separation of the section मो.र.नं ७२४/१४ चा नकाशा, ताबेपावती 120100 दि.१५/१/२००२ अन्वये सदस्यी मिळकत शासनाकडे निर्गत झाल्याने घारक सदरी " महाराष्ट्र सरकार " नावु Sensitive of the service of the pro-The state of the s दाखल केले व नताप्रकार 🔾 दाखल केला. खोत डॉगरी को ऑ. हीसिंग सीसायटी लि. व विकासक 20/27/2006 等于100 11 07 400 K 1 67 पट्टेदार - खोत डॉगरी को ओ शिसम मे.शाह हाऊसकॉन प्रान्ति-यांना सदरची जमीन मा. न,म्.अ.मालाह माराह का जिल्ह्यामिकस्थित्वे ज्ञानमार जिल्हा वरा १५४/०८ जानी स्थानिक ज्ञानीतर झोपड सोसायटी लि. भाडेपड्ड मृद्दत ३० वर्ष वर्ष उपन्यूर जिल्हा यांनी त्यांचेकडील क्षेत्र १३५३६ ५ ची.मी. नेहर्स द्वेतल द्वेता के किंग्रातीवर झोपडपटी मुनंबसन योजनी जन्मपडण्डा हो स्पर्नेप्रेटकं व खुल्या विक्रोसाठी केसवर्गाला सुक्रासाठी पडिश्वस्ताने मंजूर करणेत ्राम्य कार्ये हिंगु महिंगु मह 91/9) नकलेचे शुल्क 280-00 अर्ज तयार तारीख24) ११/११ अर्ज निकाली तारीख १ ११ कागद शुल्क . 2 200 अर्ज नथार करणार खाया हो। धक्ण शुक्क २ 12 -00 भूमापन आधकारा (पान त- 2) मालाड बरल - २/ 960 1208 2088

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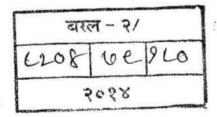
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	महराष्ट्र झोपडपट्टी सुधारणा निर्मुलन व पुनर्विकास अधिनियम १९७६ कलम १४ (२) अन्वयं महराष्ट्र शासन राजपत्र (असाधारण) भाग चार ब हि.२८/७/९५ व शुष्तीपत्रक दि.२६/६/९८ मा.उपजिल्हाधिकारी (अति) व सक्षम प्राधिकारी बोरीवली यांचिकडील दि.६/७/९९ ची नोटोस व १०/४/२००१ चे पत्र इकडील मो.र.नं. ७२४/९४ चा नकाशाः सावेपावती दि.१५/४/२००२ अन्वयं सदरची महासन्द्र सरकार नाव दाखल केल्रे.क- सताप्रकार & दाखल केला.		(म) महाराष्ट्र संस्कार	सहीं- नात-भूगपन अधिकारी माल सही XXX
20/27/2000	खोत डॉगरी को जॉ.शॉसंग सीसायटी लि.व विकासक मे.शाह शकसकोन प्रामेल पोना सदरची जमीन मा.जिल्हाधिकारी मंबई उपनगर जिल्हा प्राची त्यासकडील आदेश क.सी./ कार्य प्राची कि एप ४/०८ वि.६/१२/२००८ महार अंटी के क्यांच्या क्रांपडणडी पुनंबसन माजनेतील स्रोपडण्डी पुनंबसन घटक व खल्या क्यांच्या करावसम्बद्ध स्टब्सासाठी माडण्ड्याने मंजर क्यांच्या स्टब्सासाठी माडण्ड्याने		प्हेदार - खोत डॉगरी को ऑ.डीसिंग सोसायटी लि.धाडेपट्टा मुदत ३० वर्ष	फरफार क.११४ प्रमाणे सर्व- १८/२२/०८ ज. च. क.मालाड
र्ज तथार तारीर	कर्णि ११ विकागद शुल्म २०० तस्य ११ १९ कागद शुल्म २०० तस्य ११ १९ कागद शुल्म २००	-00	न भू मालाड भी वह अपनाम अधिकार्ग भारत भूमापन अधिकार्ग भारताड	(प्राचनका



Slum Rehabilitation Authority

Administrative Building, Anant Kanckar Marg. Bandra (East), Mumbai-51. Email: info@sra.gov.in

No.: SRA/ENG/1152/PN/STGL/LOI

Date:

To,

Architect

Shri Vishwas Satodia A/203, Shah Arcade,

Rani Sati Marg, Malad (E), Mumbai-97.

Developers

M/s Shah Houscon Pvt. Ltd. A-wing, 1st Floor, Shah Arcade,

Rani Sati Marg, Malad(E), Mumbai-97

3. Society

"Khot Dongri CHS Ltd."

VISHWAS SATODIA

Rani Sati Marg, Malad(E), Mumbai-97.

Proposed slum Rehabilitation Scheme on plot bearing CTS No. Sub: 521,521/1to8, 521/10 to 17, 522, 522/1 to11, 523, 524, 524/1 to12, 525,525/1to4, 527, 527/1 to 26, 528, 528/1to11, 529, 529/1to15, 530, 530/1 to16, 531, 532, 532/1 to13, 533(pt),533/1to100,533/ 107to484,533/ 486 to 643,533/ 648, 536,536/ 1to5, 537,537/1to7 of village Malad,

Rani Sati marg, Malad (E) for Khot Dongri CHS Ltd.

SRA/ENG/1152/PN/STGL/LOI Ref.:

Sir,

With reference to the above mentioned Slum Rehabilitation Scheme on plot bearing CTS No. 521,521/1to8, 521/10 to 17, 522, 522/1 to11, 523, 524, 524/1 to12, 525,525/1to4, 527, 527/1 to 26, 528, 528/1to11, 529, 529/1to15, 530, 530/1 to 16, 531, 532, 533(pt),533/1to100,533/ 107to484,533/ 486 to 643,533/ 648, 536,536/ to13, 1to5, 537,537/1to7 of village Malad, Rani Sati marg, Malad (E) for "Khot Dongri CHS Ltd" this office is pleased to inform you that this Revised Letter of Intent is considered and principally approved for the inned FSI of 3.193 (Three point One Nine Three) in accordance with a cordance of Appendix - IV of Reg. 33 (10) of amended D. C. Regulations, which maximum FSI of 3.00 shall be allowed to be consumed a subject to the following conditions.

D. FNB 2010/LOI issued P Nontrichotdongri CHS.dox

जरल - २/ 6258

SRA/ENG/1152/PN/STGL/LOI

- 1. That you shall hand over 609 number 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.
- That the carpet area of rehabilitation tenements and PAP tenements shall be certified by the Licensed Surveyor/ Architect.
- That the Amenity Tenements i.e. 13 Balwadi, 13 Welfare Centre & 12
 Society Office shall be handed over to the slum dwellers society to use
 for specific purpose only.
- 4. That you shall rehouse the eligible slum dwellers as per the list certified by the Additional Collector (Enc & Rem) W.S. by allotting them residential tenements of carpet area of 25 sq.mt. and / or residential-cum-commercial of carpet area of 25 sq.mt. and /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.
- 5. 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 before issue of IOA.
- 6. That if required along with the other societies, you shall form federation of societies so as to maintain common amenities such as internal road, recreation ground, street lights etc.

7. That you shall incorporate the clause in the registered agreement with slum dwellers and project affected persons that they shall not sell or trailer tenements allotted under Slum Rehabilitation to anyone else closh the legal heirs for a period of 10 (ten) years from the date of king over possession, without prior permission of the CEO (SRA).

hat for shall provide transit accommodation to the slum dwellers with remaisite amenities, if required to be shifted for construction of appropriate building, till the permanent tenements are allotted and existing is given complying all formalities and existing amenities shell be maintained in sound working condition till slum dwellers are re-housed in the proposed rehabilitation tenements.

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- 9. That you shall obtain the permission for construction of the temporary transit accommodation from Slum Rehabilitation Authority along with the phased development program 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.
- 10. 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.
- That you shall submit layout and get the same approved before asking IOA / Approval to 2nd Building in S.R. Scheme.
- 12. That you shall submit phasewise 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 1st Rehab.
- 13. 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.
- 14. That you shall submit the P.R. Card with area mentioned in words duly certified by Superintendent of Land Records for built up area.
- 15. 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 of M.C.G.M. free of cost and free of encumbrances by transfer in the name of M.C.G.M. duly developed as per in hidle specification and certificate to that effect shall be obtained approved in the scheme.
- 16. That you shall handover the buildable reservation and/or suffering amenity structure to MCGM and/or user department free of 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-

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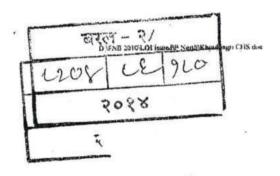
SRA/ENG/1152/PN/STGL/LOI

buildable reservation in the name of M.C.G.M. / user Deptt. shall be submitted before obtaining Occupation Certificate for Sale Bldg.

- 17. That necessary concurrence from concerned department of MCGM and/or 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.
- 18. 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)	27000.20	
2	Deductions:		
	a) Area under D.P. Road	1622.83	
	b) Area under reservation /land component (Dispensary)	48.17	
	c) Area under sanctioned R.L.	1010.82	
3	Net plot area	24318.38	
4	Addition for FSI purpose	2681.82	
5	Plot area for FSI purpose	: 27000.20	
6	Max. FSI permissible on plot	3.00	
7	Max. BUA permissible on plot	81000.60	
8	Rehab FSI	36008.72	
9	Passage area & Amenity structure area	14185.45	
10	Rehabilitation component	50194.17	
11	Sale component permissible	50194.17	
12	Total BUA sanctioned for project	86202.89	
1.2	FSI sanctioned for Project	3.193	
STEPPEN A	Sale in situ BUA permissible	44991.88	
155	Nos, of slum dwellers to be re-accommodated	Res = 577 nos. Comm=016 nos. R/C =021 nos. PAP = 609 nos. Total= 1223 nos.	
168	A No. of PAP generated in the scheme	609 nos.	



18	Area of unbuildable reservation/road to be surrendered	
	a) Under D.P. Road b) Under sanctioned R.L.	1622.83 1010.82
19	Area of buildable reservation to be handed to to MCGM free of cost (Dispensary)	139.84

- 19. That you shall get the plot boundaries demarcated from City Survey Officer (SRA) before starting the work as per D.C. Regulation No. 38 (27), 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.
- That you shall accommodate the huts getting cut along the boundary of the plot demarcated by the staff of the City Survey office.
- 21. 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 Concerned Authority.
- 22. That you shall submit the NOCs 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 P/N Ward
 - (2) H.E.

(3) C.F.O. for proposed High Rise bldgs. for allowing more distance than specified in DCR-1991.

(4) Tree Authority,

(5) Dy. Ch. Eng. (SWD) W.S.

(6) Dy. Ch.E.(S.P.) (P & D)

(7) Dy.Ch.Eng. (Roads) W.S.

(8) P.C.O.

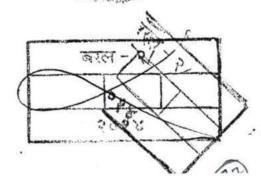
(9) B.S.E.S/Reliance Energy/Electrical Co. for room, Sub Station/ Receiving Station.

(10) M.T.N.L. - Mumbai

(11) E.E.(T&C) of MCGM before asking further CC

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SRA/ENG/1152/PN/STGL/LOI

- (12) NOC from Ch.Eng. (M&E), MCGM, for proposed DG Set & its satisfactory completion certificate from PWD.
- 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.
- 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 24. 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.
- That you as Architect / Developer / Society / PMC shall strictly obser that the work is carried out as per phased programme approved by the 25. Slum Rehabilitation Authority and you shall submit regularly progress report to the Slum Rehabilitation Authority along with photographs and certificate showing the 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.
- That the tenements proposed for rehabilitation and for PAP shall be shown distinctly on the plan to be submitted and should be forwarded to 26. A.A.& C. of P/N Ward to assess the property tax.
- That the possession of the residential tenements and shops shall not be handed over to the eligible hutment dwellers before the society is 27. registered and transit accommodation given is surrendered and all the dues to the M.C.G.M./MHADA/Govt. have been cleared.

Demolition of the Transit Camp shall be carried out before obtaini the Occupation Certificate to the Sale Bldg.

In case of S.R. Scheme on State Govt. land, lease deed for rehab component and sale component shall be executed before obtaining 28. approval of building plans for last 25% of permissible BUA in the

rehabilitation component of scheme shall include.

Numbers of Residential tenements Numbers of Commercial tenements

6

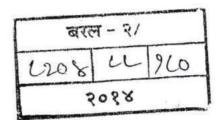
Numbers of R/c.

Numbers of Balwadi

Numbers of Welfare Centre

Numbers of Society office

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609 i) Numbers of PAP

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

- 30. That you shall provide Physical Recreation Ground of at least 8% of net plot area under the scheme i.e. minimum 1945.47 sq.mtr. of R.G. in layout.
- 31. 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.
- 32. 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,
- 33. That this Revised 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 of the above parameters, during actual site survey by the City Survey Officer (SRA), 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 3.00.
- This Revised Letter of Intent gives no right to avail of extra FSI granted under D.C.Regulation 33 (16) upon land, which is not your property.
- That the Arithmetical error if any revealed at any time shall be corrected on either side.
- That this letter of intent shall be deemed to be cancelled in case any of 36. the document submitted by the Architect / Developer or Owner are found to be fraudulent / misappropriated.
- That you shall pay total amount of Rs. 2,49,80,000/- towards be kept with Slum Rehabilitation Authority at the rate of tenement as decided by the authority and total 3,31,53,600/- {i.e. @ Rs. 560/- (Suburb) per Infrastructural Development charges.

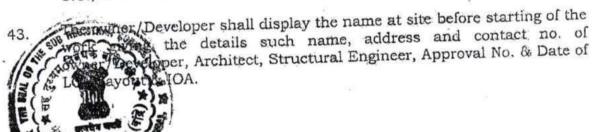
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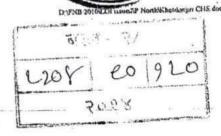
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- 38. That you shall pay development charges as per clause 124 E of M.R. & T.P. Act separately for sale built up area as per provisions of M.R.& T.P. Act.
- 39. That you shall re-house all the additional hutment dwellers if declared eligible in future by the competent Authority, by amending plans wherever necessary.
- 40. That you shall comply with the following conditions as per the circular issued by Asstt. Registrar (SRA) dtd. 08/02/2010 at the time of allotment of Rehab Tenements/Galas.
 - a) After completion of rehab building; the rehab tenements/galas shall be allotted as per the policy circular of Slum Rehabilitation Authority in this regards.
 - b) As per Circular No. 102, as all the eligible slum dwellers in the S.R. Scheme are issued identity cards at the time of allotment of rehab tenements/galas, the expenditure towards the preparation of Identity Cards shall be borne by developer.
 - c) At the time of allotment of rehab tenement/gala, along with the identity card, the individual eligible slum dweller shall also be handed over the POSSESSION LETTER of the rehab tenement/gala.
 - 41. 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 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 Assistant Registrar (SRA) shall be submitted before requesting for occupation permission of respective rehab tenements.
- 42. 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.









- 44. 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.
- 45. 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.
- 46. a) The Society/Developer/Architect shall display the copy of approved LOI and list of Annexure-II with prior permission from Dy. Collector (SRA). That copy of Annexure - II shall be displayed by the developer/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.
 - 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 developer/society shall give wide publicity for the approval of S. R. scheme in atleast one local Marathi in Marathi script & English newspaper in English script and proof thereof shall be submitted to Dy. Collector (SRA).
 - e) That society/developer shall submit NOC from Dy. Collector (SRA) stating that the appeals for eligibility of non-cligible 552 nos. of slum dwellers are received by the Appellate Authority before requesting any further approvals to the S.R. Scheme.

OR

That the developer shall submit NOC from Dy. Collector (SRA) stating that all non-eligible slum dwellers are intimated in writing within 30 days from display of LOI and Annexure-II on site that they have to file appeal before the Appellate Authority regarding their non-eligibility within 90 days from receipt of such intimation from the developer and copy of the receipt letter shall be submitted to Dy. Collector (SRA) for record.

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47. High Rise Rehab Building:

- a. That you shall appoint Project Management Consultant with prior approval of Dy.Ch.Eng. (S.R.A.)/E.E. (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 Sium 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 & shall submit the progress / quality audit report to that effect to SRA.
- 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 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.

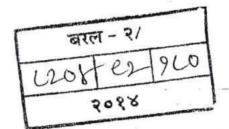
AEBITIATE THE structural design of buildings having height more than

A Shall be got peer reviewed from another registered structural

inech / educational institute viz; S.P.C.E./V.J.T.I./I.I.T.

the Revision of LOI exceeds the earlier sanctioned BUA of sentir, the developer shall submit Revised environmental from Ministry of Environment & Forest (MOEF) as per the

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notification no. SO-1533 (E) dtd. 14-9-2006 before asking development permission / C.C. beyond in-situ BUA of 82000 sq.mtr.

- (b) That you shall comply with all the conditions of MOE&F NOC/Clearance u/no. SEAC-2010/CR-96/TC-2 dt. 24/05/2010.
- 49. The High Rise Committee's approval shall be obtained before asking approvals/IOA for the building having height more than 70 mtr. from average ground level.
- 50. That the conditions mentioned in certified Annexure II issued u/no. Zopupara / uji / khot dongri tenants / kavi-100 /2005 / 53 dtd. 14/07/2005 of shall be complied and compliances thereof shall be submitted to this office.
- That you shall appoint Project Management Consultant with prior approval of Dy.Ch.Eng. (SRA)/CEO (SRA) for supervision/completion of rehab and sale bldg. in S.R. Scheme.
- 52. That you shall appoint Third Party Quality Auditor with prior approval of Dy.Ch.Eng. (S.R.A.) / E.E. (S.R.A.) for implementation / supervision of S.R. Scheme.
- 53. 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.
- 54. That you shall provide right of way to the land locked portion of the land under S.R. Scheme.
- 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.
- 56. That IOA for first rehab building will be granted after compliance of Condition No. 46.
- 57. 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 there are the connection.
- 58. That the defect liability period for rehab building will be wars any repairs/rectification required during this period will be done

his period will be d

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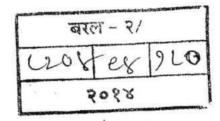
the developer. The bank guarantee and deposits of the developer will be withheld till the completion of the defect liability period.

- 59. That you shall construct the additional buildable amenity / facility adm. 166.57 sq.mtr. with respect to net land component adm. 666.31 sq.mtr. in order to have total additional amenity/reservation space of 5% of entire net holding subject to compliance of (a) & (b) mentioned below;
 - a) That you shall submit the necessary remarks from Asst. Commissioner P/N Ward specifying the buildable amenity required by MCGM in their jurisdiction in lieu of 5% additional amenity / facility.
 - b) That you shall obtain the concurrence from Development Pland Department and/or Municipal Architect of MCCM for the proposed buildable amenity in terms of its use, design, plans, specification, etc. before release of last 5% of sale FSI and/or before grant of CC to last 25% of sale BUA whichever is earlier.
- 60. That you shall construct the buildable reservation of Dispensary at changed location subject to submission of necessary concurrence from Municipal Architect of MCGM before IOA of Sale bldg. no. 6.
- That you shall construct proposed General Hospital in a separate building, subject to compliance of (a), (b) & (c) mentioned below;
 - a) That you shall obtain NOC from CFO before approval of plans /IOA.
 - b) That you shall obtain NOC / Clearance from the Director of Health
 Services of Government of Mharashtra before asking CC.
 - c) That you shall obtain NOC / Approval for parking layout from EE(T&C) of MCGM before asking CC.
- 62. That you shall submit registered undertaking stating that the swimming pool & fitness centre shall be exclusively used by the members / occupants of the sale bldg. & it shall not be used for any commercial exploitation by outsiders & fitness centre shall not be

at you shall submit NOC from Medical Officer of Health, Pest the Officer & NOC from HE department of MCGM before grant of beyond 2nd level podium for proposed swimming pool.

CC beyond 2nd lev

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SRA/ENG/1152/PN/STGL/LOI

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- That you shall submit the GBR from society for amalgamation of Amenity Structures.
- 65. That the developer shall submit Registered undertaking before asking OCC to Rehab Bldg stating that they will not sell the parking spaces in the part stilt/open parking spaces to anybody or society members or whomsoever and it will be the common amenity for society and developer has no right, interest on common amenitics/open spaces.
- 66. That you shall install Air Handling Units on each floors of proposed Hospital Bldg., subject to compliance of following conditions:
- a. That you shall obtain the remarks from the authorized dealer/agency/ company giving the minimum size requirement for the Air Handling units before asking further C.C.
- b. That you shall submit the NOC from Chief Engineer (M & E) of MCGM for the size of Air Handling units before asking further C.C.
- c. That you shall submit Registered undertaking for not misusing the AHU area.
- 67. That you shall provide the refuse chutes for disposal of wet & dry waste/ Garbage & shall also install incinerator for disposal of waste for Hospital.
- 68. That you shall submit registered undertaking for payment of difference in premium paid and calculated as per the revised land rate.
- 69. This LOI supersedes the earlier LOI issued under even no. dated 12/05/2009.

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 Regulation No. 33 (10) of DCR 1991 amended upto date in the office of the undersigned.

Yours faithfully,

Slum Rehabilitation Au

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SLUM REHABILITATION AUTHORITY

5th floor, Griha Nirman Bhayan, Bandra (E) Mumbal - 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 Brihanmumbal.

No. SRA/ENG/ 2503/PN/STGL/AP 20 JUL 2011 SALE BLOG. NO. 6

10,		(4)
M/s. Shah Houseson Pvt. Ltd	I.	
Rani Seti Marg, Malad (E)	Arcede,	
Mumba1=400 097.		
With reference to your Notice, letter No.	6135	dated 31/05/2010 and delivered
on 05/05/2010 200 and the plans Sale Bldg N	o.4on plot	fications and Description and further particulars bearing CTS No.321, 521/1 to 8, 524, 524/1 to 12, 525, 525/1 to 4,
321/10 to 1/4 3224 322/1 t	11, 949,	02%, 02%, 1 to 12, 020, 020, 1 to 4,
53(1 532) 532/1° to 741 533	(pt.), 5337	29, 529/1 to 15, 530, 530/1 to 16, 1 to 100, 533/107 to 484, 533/486 to
643 533/648 35 536/11 Set Ward, Malad B 53 Turnished to me under your letter, dated	7khåt 537hg 31/05/2010	17/1 tp 7 of village Maind, Rani 1200 Thave to inform you that the proposal
of construction of the building or work p	proposed to be	rected or executed is hereby approved under
	2000	Act, 1966 as amended up-to-date, subject to the
following conditions:	A 3 . "15 .	10g - 10g - 1

- 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.

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Subject	to your so modifying	ng your intention.	in the second of the second		The part of the contract
meet by requir	MANAGENER CONTRACTOR	S in the state of the form of the state of	as to comply the afores	and mentioned co	nditions and
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Alex heater a barre		200	but not so as to confi	avene any of the	oravisions of
the said Act as	amended as afore	sald or any rule. r	equiations of bye-law n	Charles and the second	ALC: 1
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Your attention is drawn to the special instructions and Notes accompanying this intimation of Approval

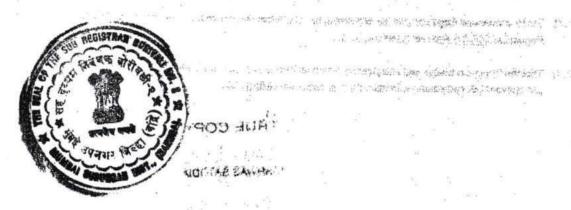
Executive Engineer, (S.R.A.) II

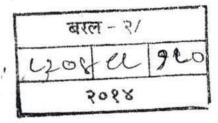
SPECIAL INSTRUCTIONS

- (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.R. Act 1968, 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 black plan should be submitted to the Collector, Mumbal / Mumbal Suburbs District as the case may be,
- (5) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbal / Mumbal Suburban District before the work is started. The Nonagricultural assessment shall be paid at the rate that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

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







- That the minimum plinth height shall be 30.00 cm. above the surrounding ground level or in areas subject to flooding the height of plinth shall be at least 60.00 cm, above the high plinth level.
- That the low lying plot shall be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and shall be leveled, rolled, consolidated and sloped towards road.
- STATE OF THE PARTY 7) That the regular/sanotioned /proposed lines and reservation shall be got demarcated at site through A.E. Survey/ E.E. (T & C)/E.E. (D.P.) of M.C.G.M. /D.I.L.R. before applying for C.C. alalitansk (St. 1884)
- 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. 8)
- 9) That the existing structure proposed to be demolished shall be demolished with necessary phase programme with agreement of affected slum dweller shall be submitted and got approved before **动协 部级公司的联系** Comment Control Section
- A May LA 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).
 - 11) That the requisite premiums/ deposits as per Circular No.7 vide SRA/1372/dated 25-11-97 etc. shall be paid before C.C.
 - That you shall submit layout and get the same approved before obtaining CC of the 1st rehab bldg.
 - That the conditions of Letter of Intent shall be complied with before 13)
 - 14) That no construction work shall be allowed to start on the site unless labour insurance is taken out for the concerned labours to cover the compensation. The compliance of same shall be intimated to this office.

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- 15) That the setback handing over to M.C.G.M. and that the ownership of the setback land shall be transferred in the name of M.C.G.M. before C.C. of last 25% development in the scheme.
- 16) That the Indemnity bond indemnifying the CEO (S.R.A.) and his staff for damages, risks, accidents, etc. shall be submitted. An undertaking regarding no nulsance caused to the occupiers shall also be submitted before requesting for C.C.
- 17) That the development charges as per MRTP Act shall be paid before issue of plinth C.C.
- 18) That the Reg. u/t. in prescribed Proforms agreeing to demolish the excess area if constructed beyond permissible P.S.I. shall be submitted before C.C.
- 19) That the Registered Undertaking from the Developer as well as Society shall be submitted for the following
 - Not misusing pocket terrace.
 - ii) Not misusing part stilt.
 - iii) Demolish the excess area if constructed beyond permissible F.S.I.
 - iv) Handing over setback land free of compensation alongwith the
 - v) Not misuse fitness centre area & not same use for commercial exploitation to outsiders.
 - vi) Not misuse Refuge area & Entrance Lobby area.

That you shall appoint Third Party Quality Auditor with prior approval of Dy.Ch.Eng. (S.R.A.) / E.E. (S.R.A.) for supervision of S.R. Scheme.

That you shall appoint the Project Management Consultant with prior approval of Dy.Ch.Eng. (S.R.A.) / E.E. (S.R.A.) for the scheme and P.M.C. shall submit quarterly progress report to the Slum Rehabilitation Authority during the progress of the work.

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- That you shall pay maintenance deposit amounting to Rs. 2,49,80,000/- at the rate of 20,000/- per tenement as decided by the authority from time to time. The infrastructure charges amounting to Rs. 3,31,53,600/- at the rate of Rs. 560/- per sq.mt. shall be paid.
- That you shall submit the NOCs and final compliance, as applicable
- (2) H.B.

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- (5) Dy. Ch. Eng. (SWD) W.S.
- Dy.Ch.Eng. (Roads) W.S. (6)
- Dy. ChE. (S.P.) (P & D)
- P.C.O.
- (9). B.S.E.S/Rehance Energy/Electrical Co.
- (10) M.T.N.L. Mumbai
- That you shall submit the phasewise programme for development of infrastructure works, reservations, amenities, etc. in the layout while approving the layout and same shall be developed accordingly.
 - That you shall submit an Indemnity Bond thereby indemnifying SRA & its officers from any litigation arising therof in future due to the ownership dispute of the plot under reference.
- That you shall not reduce front open space less than 2.5 mtr. at any 26) floor level due to proposed elevation features. 149 30 00 30
- That you shall obtain the vetting of structural design before 1984 V requesting C.C.
 - The Structural designs and the quality of materials and workmanship shall be strictly as per conditions laid down in Regulation 45 of DCR 1991 amended up to date
 - 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.
 - That you shall get the plot boundaries demarcated from City Survey Officer (SRA) before starting the work as per D.C. Regulation No. 38 (27), prior to commencing the building work and the compound wall

The Party Charles Charles the State of the E(1)H ward \K)pst-Doogast\\ 100\LOA\Balle bidg no.6\10A Conditionation 3

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SRA/ENG/ 2593/PN/STGL/AP shall be constructed on all sides of the plot olear 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 A STATE OF STATE

- A STATE OF THE PARTY OF That you shall submit structural design and submitted by structural consultant on record shall be got verted from the registered structural consultant before issuing plinth C.C. of rehab SHOOLING THE PROPERTY
- That you shall submit remarks of electric supply company shall be submitted before granting C.C. for last 25% sale BUA.
- That you shall submit the remarks from E.E. (T & C), MCGM, regarding handing over of parking lots; which the large
- That you shall make payment in respect of the depreciated cost of any foilet blockisj 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
- That you shall submit Registered undertaking stating that if any 35) changes occurred in the approved plans by the high rise committee then you will demolish the plinth accordingly.
- B. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE: .
- That a plan showing the dimensions of the plinth and the available 1) open spaces certified by the Architect shall be submitted and the same shall be got checked from the sub. Engineer (S.R.A.).

That the stability certificate for work carried out upto plinth level/stilt level shall be submitted from the Lie. Structural Engineer.

That the quality of construction work of bldg, shall be strictly monitored by concerned Architect, Site supervisor, Structural Engineer, Third Party Quality Auditor and periodical report, stage wise on quality of work carried out shall be submitted by Architect

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- 4) That you shall submit separate P.R. Card in words for the buildable & non buildable reservation in the name of MCGM / user dept.
- 5) That you shall restrict the BUA meant for sale in the open market & BUA of rehabilitation as per the scheme parameters.
- 6) That you shall submit NOC from EE(T& C) for the parking layout before further C.C. of sale bldg.
- That you shall submit NOC from Chief Eng. (M & E) of MCGM before asking further C.C. to sale bldg.
- C. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE GRANTING O.C. TO ANY PART OF THE PROPOSED BUILDING.
- I) That some of the drains shall be laid internally with C.I. pipes.
- That 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 developing accordingly including providing streetlights and S.W.D. The completion certificate shall be obtained from E.E. (R.C.)/E.E. (SWD) before submitting building completion certificate.
 - 3) That the dustbin shall be provided as per requirement of this office.
- 4) That carriage entrance over existing SWD shall be provided and compensation for same shall be paid before requesting occupation.
 - 5) That the surface drainage arrangement shall be provided a consultation with E.E. (SWD) or as per his remarks and a completion certificate shall be obtained and submitted before applying for occupation certificate/B.C.C.
 - 6) That the requirements from the M.T.N.L./ Reliance Energy /concerned electric Supply Co. shall be obtained and complied with before asking occupation permission.
 - That the Architect shall submit the debris removal certificate before requesting for occupation permission.
 - 8) That 10.0° wide paved pathway up to staircase shall be provided.

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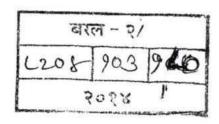
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- 9) That the surrounding open spaces, parking spaces and terrace shall be kept open and unbuilt upon and shall be levelled and developed before requesting to grant, permission to occupy the building or submitted the B.C.C. whichever is earlier.
- 10) That the name plate/board showing Plot No., Name of the Bldg. etc. shall be displayed at a prominent place.
 - 11) That the completion certificate of E.E.T.C. & E.E. (SWD) shall be obtained & submitted before applying for eccupation/B.C.C.
 - 12) That the N.Q.C. from inspector of Lifts, P.W.D. Maharashtra, shall be obtained and submitted to this office.
 - 13) All the conditions of Letter of Intent shall be complied with before asking for occupation certificate of sale building.
- 14) That all the eligible slum dwellers shall have to be rehabilitated as per the prevalent certified Annexure II issued by Competent Authority before requesting occupation certificate for sale bldg.
 - 15) That stability Certificate from Structural Engineer in prescribed Performa 'D' nlong with the final plan mounted canvas should be submitted.
- 16) The Building Completion Certificate in prescribed Performa certifying work carried out as per specification shall be submitted.
- 17) That the single P.R. cards for the amalgamated plot shall be submitted.
- 18) That layout R.G. shall be developed as per D.C. Regulation, 1991.
- 19) That the N.O.C. from the A.A. & C. P/N Ward shall be obtained and the requisitions, if any shall be complied with before O.C.C.

20) That extra water and sewerage charges shall be paid to A.E.W.W. P/N Ward of M.C.G.M. before O.C.C.

That the D.P. Reservation/ D.P. Road/ set back admeasuring 2681.82 sq.mtr. shall be handed over as per Municipal Specification & transferred in the name of MCGM a certificate to that office shall be submitted from concerned authority.

That completion certificate from C.F.O. shall be submitted.

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- 23) That the provision of Rain Water Harvesting as per the design prepared by the approved consultants in the field shall be made before asking occupation of sale building:
- 24) That you shall submit P.R. Card and CTS plan thereby clearly earmarking the rehab plot and sale plot and built up area as per the approved layout.
- D. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE B.C.C.
- That certificate under Section 270A of B.M.C. Act. shall be obtained from H.E.'s department regarding adequacy of water supply.

NOTES:

- That C.C. for sale building shall be controlled in a phasewise manner as decided by CEO (SRA) in proportion with the actual work of rehabilitation component as per Circular No. 98 & 104.
- That no occupation permission of any of the sale wing/sale building/sale area shall be considered until Occupation Certificate for equivalent Pehabilitation area is granted.
- That CEO (SRA) reserves right to add or amend or delete some of the above mentioned conditions if required, during execution of Slum Rehabilitation Scheme.

Executive Engineer -II Slum Rehabilitation Authority

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The work should not be started unless objections (2) A certified set of latest approved plans shall be displayed on site at the time of commencemen of the work and during the progress of the construction work. 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. Temporary sentlary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work. Water connection for constructional purposes will not be given untill 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. afleast 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. Falling this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly. salam front white (7) The hoarding or screen wall for supporting the depots of building materials shall the 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. The work should not be started unless the compliance of abovesald 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 acknowldgement 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 Mumbat 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/Amaigamation 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. Recreation ground or amenity open space should be developed before submission of building Completion Certificate. The access road to the full width shall be constructed in water bound macadam before toencing work and should be complete to the satisfaction of concerned. Ex-Engineer of 4 including asphalting, lighting and drainage before submission of the building tion Certificate. g regar through adjoining holding or culvert, if any should be maintained unobstructed.

duriding open spaces around the building should be consolidated in concrete having pieces at the rate of 0.125 cubic metres per 10 Sq.Mtrs below pavement.

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- 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 accommodation 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.
- In case of additional floor no work should be started during monsoon which will give rise to water leakage and consequent nulsance 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 sovers 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 plains 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. **建**的现在分词 中的一种

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SLUM REHABILITATION AUTHORITY

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

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

SRA/ENG/2593/PN/STGL/AP

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SALE BLDG NO 6

COMMENCEMENT CERTIFICATE

To.

M/s. Shah Housecon Pvt.Ltd. A Wing, ist floor, Span Arcade, Rani Sati Marg, Malad (E), Mumbai-400 697.

With reference to your application No. Permission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional Town dated 31/05/2010 for Development 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. 521 of village Ma Lad T. P. S. No. Rapi Sati Marg, Malad (E), Mumbal. situated at

The Commencement Certificate/Building Permit is granted subject to compliance of mentioned RNo. SRA/ENG/1152/PN/STGL/LOI in LOI U/R No. and on following conditions. 20/09

The land vacated in consequence of endorsement of the setback line/road widening line shall

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.

The Commencement Certificate/Development permission shall remain valid for one year from months from the date of its issue. However the construction work should be commenced within three

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.

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

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.

Any of the condition subject to which the same is granted or any of the restrictions imposed

(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 DEEPAK V. PAWAR

Executive Engineer to exercise his powers and functions of the Planning Authority under section of the said Act. This C.C. is granted for work up to _ Plinth level.

* 521/1 to 8, 521/16 to 17, 522, 522/1 to 11 For and on behalf of Local Antifority 523, 524, 524/1 to 12, 525, 525/1 to 4, The Slum Rehabilitation Altiflority 529/1 to 15, 536, 536/1 to 16, 531, 532, 533/107 to 484, 533/486 to 643, 533/648, Exactive Engineer (SRA) 13, 536, 536/1 to 5, 537, 537/1 to 7

CHIEF EXECUTIVE OFFICER ISLIED FOR CHIEF EXECUTIVE OFFICER ISLIED REHABILITATION AUTHORITY

(SLUM REHABILITATION AUTHORITY)

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This e.c. is valid and re-endorsed for 2 level Basement + Top of upper ground floor for bldg. no. 6 as per approved amended plans dated 03/09/2012.

Executive Engineer
Stum Rebublication Authority

-NO SRAJENA/2593/PN/STGUAP 31 DEC 2013
This C-C is frether extended from
Go Estilt to 15th upper block for Curing A-BA
C) fee sale 11dg NO. 6 as per approved
amended plan of 3/09/2012

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206 990 9 60 2088 Ref. No.____

TO WHOMSOEVER IT MAY CONCERN

All that piece and parcel of land admeasuring not less than 11,647.00 sq. mtrs. abutting Rani Sati Marg and being a part of land or ground admeasuring 27,000.20 sq. mtrs., and bearing C.T.S. Nos., 521, 521/1 to 8, 521/10 to 17, 522, 522/1 to 11, 523, 524, 524/1 to 12, 525, 525/1 to 4, 527, 527/1 to 26, 528, 528/1 to 11, 529, 529/1 to 15, 530, 530/1 to 16, 531, 532, 532/1 to 13, 533 (part), 533/1 to 100 and 533/107 to 484, 533/486 to 643, 533/648, 536, 536/1 to 5 and 537, 537/1 to 7 of Village Malad, Taluka Borivali, Mumbai Suburban District situated at Rani Sati Marg, Malad (East), Mumbai 400 097.

...the Free Sale Portion

- Under instructions from our client Kanakia Residential Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 215 Atrium, 10th Floor, Andheri Kurla Road, Andheri (East), Mumbai 400 059 to investigate their title to develop the Free Sale Portion.
- 2. We have caused searches to be taken in respect of the said property in the Offices of the Sub-Registrar of Assurances at Mumbai, Bandra and Andheri Divisions from the year 1970 to November, 2012. The search is subject to the availability of records and the state and condition of certain records being torn and mutilated. We shall not be held responsible for any consequence arisings records on account of non-availability of records and/or on account of records being torn and mutilated.

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43, Bombay Mutual Chambers, 4th Floor, 19/27, Ambalal Doshi Marg. Fort, Mumbar 400 023. Tel.: 2265 0993 Correspondence Address: FORT BKC

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- We have, in the course of our investigation assumed the authenticity and completeness of all documents furnished to us and the authenticity of the signatures of all the executing parties to such documents.
- 4. On perusal of the Search Report, Property Register Cards, Title Certificate issued dated 31st August, 2012 by Shri M. U. Pandey, Advocate, Development Agreement dated 26th September, 2012 executed between Shah Housecon Pvt. Ltd. and our client and other documents furnished to us and relying on the statements contained therein it appears that:
 - Originally all that piece and parcel of land or ground admeasuring 27,000.20 sq. mtrs., and bearing Survey No.288(part), 503(part) corresponding to C.T.S. Nos., 521, 521/1 to 8, 521/10 to 17, 522, 522/1 to 11, 523, 524, 524/1 to 12, 525, 525/1 to 4, 527, 527/1 to 26, 528, 528/1 to 11, 529, 529/1 to 15, 530, 530/1 to 16, 531, 532, 532/1 to 13, 533 (part), 533/1 to 100 and 533/107 to 484, 533/486 to 643, 533/648, 536, 536/1 to 5 and 537, 537/1 to 7 of Village Malad, Taluka Borivali, Mumbai Suburban District situated at Rani Sati Marg, Malad (East), Mumbai 400 097 (hereinafter referred to as "the said Property") was owned by many private owners;

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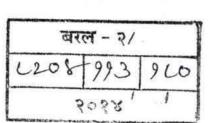
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- b. The said Property has been declared/notified as "slum area" under the provisions of Maharashtra Slum Area (Improvement, Clearance & Rehabilitation) Act, 1971 (hereinafter referred to as "the Slum Act") by the Deputy Collector, (ENC) vide Notification dated 18th March, 1978 published on 6th April, 1978 in Maharashtra Government Gazzette;
- c. The slum dwellers and the occupants have formed themselves into a society known as Khot Dongri Cooperative Housing Society Ltd., (hereinafter referred to as "the Society") for the redevelopment of the said Property in accordance with the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 and Development Control Regulations No.33 (10) for Greater Mumbai and amendments made in respect thereof;
- d. By an Agreement dated 25th July, 2005 registered with the Sub-Registrar of Assurances at Bandra under Serial No.BDR-2/04059 of 2005 on 25th July, 2005 and made between the Society herein, therein referred to as "the Society" of the One Part and Shah Housecon Pvt. Ltd., therein and hereinafter referred to as "the Developer" of the Other Part, the Society granted, conferred and entrusted development rights in respect of the said Property at 1888 or for the consideration and on the terms and 2008.

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conditions as set out therein;



- e. The Society has also granted a Power of Attorney dated 25th March, 2005 registered with the Sub-Registrar of Assurances at Bandra under Serial No.BDR-2/04060 of 2005 on 25th July, 2005, infavour of Mr. Ramji Harakhehand Shah and Mr. Himmatlal Ganeshlal Kachhara, the Directors of the Developer authorizing them to do all acts, deeds, matters and things for the development of the said Property;
- f. The Developer has also obtained the consents of more than 80% of the individual slum dwellers of the Society and have executed individual consent Letters and Individual Agreement from them.;
- g. The Additional Collector, M.S.D. has issued the Annexure -II dated 8th May, 2005 which has been revised on 13th July 2007;
 - In pursuance of the application made by the Society, the Additional Collector and Competent Authority under the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 ("the Act") and/or Government of Maharashtra initiated proceedings for acquisition of the said Property under the provisions of the Act and accordingly the Government of Maharashtra vide its Notification No.DLA/1095 DR-3786/Slum-I published in the State Government Gazette dated 28th July, 1997 read with Notification No.DLA/2095 DR-3786/Slum-I the State published in Government Gazette dated 26th June, 1998 declared

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that the said Property vested in the State Government under the provisions of the Act;

- The name of the State of Maharashtra is recorded as the Holder of the said Property in the Property Register Cards.
- j. The Government of Maharashtra vide its Letter bearing No.C/KARYA-7K/Vashi-724/2007 dated 28th November, 2007 being the land owning authority has granted its No Objection Certificate to develop the said Property in accordance with the provisions of the Development Control Regulations No.33 [10] read with Appendix (V of the Development Control Regulations for Greater Mumbai, 1991 and amendments made from time to time in respect thereof.
- k. The Slum Rehabilitation Authority ("the SRA") has granted its approval for the redevelopment of the said Property by the Developer and issued its Letter of Intent bearing No. SRA/ENG/1152/PN/STGL/LOI dated 24th October 2007 which has been superseded by the Letter of Intent dated 12th June 2009 due to Government Policy revision providing tenements to residential slum dwellers of 269 square feet carpet area instead of 225 square feet and which has further been revised on 2015.

The Collector, Mumbai Suburban District vide its Order dated 6th December, 2008 passed an order for

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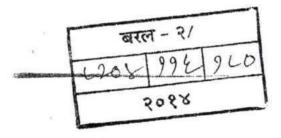


grant of lease of the said Property subject to the compliance of the terms and conditions as set out therein. As per the Order of the Collector, M.S.D., the said Property was to be sub-divided into two separate portions one to comprise of the free sale plot admeasuring 16,441.32 sq. mtrs., to be utilized for construction of free sale building and another portion admeasuring about 10960.88 square meters approximately to be utilized for construction of rehabilitation component to rehabilitate slum dwellers;

By an Indenture of Lease dated 15th March, 2009 m. registered with the concerned office Sub-Registrar of Assurances under Serial No.BDR-12/03982 of 2009 on 20th May, 2009 and made between the Government of Maharashtra, therein referred to as "the Lessor" of the One Part and the Society, therein referred to as "the Lessee" of the Other Part, the Lessor therein has demised/leased unto the Society, a portion of the said Property admeasuring 10960.88 square meters or thereabouts which is more particularly described in the Second Schedule thereunder written as shown delineated on the Plan annexed thereto as ANNEXURE "A" and thereon shown by blue colour hatched line (hereinafter referred to as "the said Rehab Plot") for a term of 30 years commencing from 6th December, 2008 at the yearly rent reserved therein and on the other terms, conditions and covenants on the part of the Society to be observed and performed as setout therein;



б



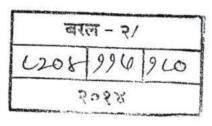
By an Indenture of Lease dated 15th March, 2009 registered with the concerned office Sub-Registrar of Assurances under Serial No.BDR-12/03981 of 2009 on 20th May, 2009 and made between the Government of Maharashtra, therein referred to as "the Lessor" of the One Part and the Developer herein, therein referred to as "the Lessee" of the Other Part, the Lessor therein has demised/leased unto the Developer, a portion of the said property admeasuring 16,441.32 square meters thereabouts which is more particularly described in the Third Schedule there under written as shown delineated on the Plan annexed thereto as ANNEXURE "A" and thereon shown by yellow colour wash (hereinafter referred to as "the said Free Sale Plot") for a term of 30 years commencing from 6th December, 2008 at the yearly rent reserved therein and on the other terms, conditions and covenants on the part of the Developer to be observed and performed as setout therein, with provision for renewal of lease for further period of 30 years.

o. The SRA has sanctioned a Layout in respect of the said Property vide its Letter dated 6th October 2010 bearing No.SRA/ENG/443/PN/STGL/LAY and as per the aforesaid Layout 5 (five) Rehab Buildings 2581878 (two) free sale Buildings No.6 and 7, an amenity building and a Balwadi are to be constructed on the

said Property.

n.







By a Development Agreement dated 26th September, 2012 duly registered with the Sub-Registrar of Assurances at Borivali-7 under Serial No.BDR-16/8735 of 2012 on 27th September, 2012 and made between the Developer therein also referred to as the "Developer" of the One Part and Kanakia. Residential Private Limited therein and hereinaster referred to as the "Sub-Developer" of the Other Part, (hereinabove and hereinafter referred to as "the Development Agreement") the said Developer empowered, authorized, granted and conferred upon the Sub-Developer, the development rights for construction of Free Sale Building No.6 (hereinafter referred to as "the said Free Sale Building") comprising of one or more wings to be constructed on a portion of the said Free Sale Plot admeasuring 11,647.00 sq.mtrs. (hereinafter referred to as "the said Free Sale Portion"), for consideration and on terms and conditions contained therein;



q.

p.

In pursuance of the Development Agreement the Developer has also executed an Irrevocable Power of Attorney dated 27th September, 2012 duly registered with the Sub-Registrar of Assurances at Borivali-7 under Serial No.BDR-16/8739 of 2012 on 27th September, 2012 in favour of the directors of the Sub-Developer, authorizing them to do various, acts and deeds in respect of the development of the said Free Sale Building on the said Free Sale Portion;

- r. As per the terms of the Development Agreement, the Developer and the Sub-developer have agreed to the following:
 - f. The Sub-Developer shall be entitled to utilize the entire free sale FSI of 44,991.88 sq.mtrs. and applicable fungible FSI as per Letter of Intent dated 20th September, 2010 bearing No. SRA/ENG/1152/PN/ STGL/LOI by construction of the said Free Sale Building on the said Free Sale Plot comprising of one or more wings.
 - ü. In terms of the clause 17(ii) of the Development Agreement, the Developer is entitled to retain 40% of the constructed area in the Free Sale Building (hereinafter referred to as "the Developer's Allocation") and the Sub-Developer is entitled to retain with themselves the balance 60% constructed area in the Free Sale Building (hereinafter referred to as "the Sub-Developer's Allocation"). In terms of the clause 17(viii) the Sub-Developer is entitled to independently transfer, allot, mortgage and/or otherwise create third party rights in respect of the Sub-Developer's RESISTRA Allocation in such manner that the Sas Developer deems fit and to receive appropriate the sale proceeds thereof (to

themselves. The clauses 17 (ii) & 17 (viii) of

the Development Agreement read as under

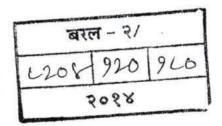
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बरल - २/ L208 99 L 9 L0 २०१४ "17(ii) The parties hereto shall identify 40% flats / offices / shops / row houses / premises / pent house / car parking coming to the share of developers and 60% flats / offices/ shops/ row houses / premises / car parking coming to the share of Subdevelopers within 30 days of issuance of Work Commencement Certificate and the parties hereto shall execute the Supplemental Agreement to these presents in thereof defining respect specifying the 40% flats/ offices/ shops / row houses / premises / pent house / car parking of the Developers and 60% of the Subdevelopers. The premises shall be distributed between the Developer and the Sub-Developer on equitable basis viz., each party shall be entitled to alternate floor in the said free sale building. For example for the first thirty levels above the podium level, the Developer shall be entitled to 1st, 3rd, 5th and 7th, 11th, 13th, 15th, 17th, 21st, 23rd, 25th 27th, floors and the Sub-Developer shall be entitled to 2nd, 4th, 6th, 8th, 9th, 10th, 12th, 14th, 16th, 18th, 19th,

> 20th, 22nd, 24th, 26th, 28th, 29th and 30th floors and the parties hereto







shall ear-mark and demarcate the constructed premises on the balance further floors in the same manner. In the event it is not possible or feasible to do an equal distribution or earmarking as aforesaid of the share / entitlement coming to the share of the Developers and Sub-Developers respectively shall be further adjusted in favour of the party whose area may be deficit / short, above the 30th floor and the further distribution / earmarking of the shares shall be done after adjustment / allotment as aforesaid of the shortage / deficiency of the area. Provided further in the event it is not possible/feasible to distribute flats on the balance floor between the Developers and the Developers in the ratio of 40%; 60% as aforesaid, then in such event the balance floor/s shall be divided/ distributed flat wise and area wise and flats which are incapable of being divisible in the aforesaid manner belong Developers and the Sub-Develope jointly and the parties hereto shall jointly sell and/or transfer such flats and the sale proceeds in

respect thereof shall be distributed

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in the ratio 40%: 60% viz. the Dévelopers shall be entitled to 40% of the sales proceeds and the Sub-Developers shall be entitled to the balance 60% of the sales proceeds;"

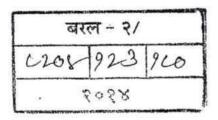
"17(viii) It is agreed that both the parties hereto shall be entitled to book, allot, sell, transfer or otherwise create third party rights in respect of the constructed premises in their respective allocations in the said Free Sale Building only after the of. IOA and Work issuance Certificate Commencement their respective respect of allocations from time to time and execution of the Supplemental Agreement recording the distribution / allotment of constructed areas forming part of the Developer's Allocation and the Sub-Developer's Allocation....."

By and under Irrevocable Power of Attorney dated 27th September, 2012, duly registered with the Sub-Registrar of Assurances at Borivali-5 under Serial No.BRL-5/8475 of 2012 on 27th September, 2012 the Developers have granted in favour of the directors of the Sub-Developer the power to sign, execute and register the Agreement for Sale as confirming parties on behalf of the Developers in

respect of Sub-Developer's Allocation viz. 60% of the constructed area in the Free Sale Building. The respective allocations of the Developer and Sub-Developer are set out in Annexure-I and annexure-II thereto, respectively, however qualifying that "The exact allocation in the ration 40(Developers): 60(Sub-Developers) will be done in due course as and when the further approvals are granted."

By and under Irrevocable Power of Attorney dated 27th September, 2012, duly registered with the Sub-Registrar of Assurances at Borivali-5 under Serial No.BRL-5/8475 of 2012 on 27th September, 2012 the Sub-Developers have granted in favour of the directors of the Developer the power to sign, execute and register the Agreement for Sale as confirming parties on behalf of the Sub-Developers in respect of Developer's Allocation viz. 40% of the constructed area in the Free Sale Building. The respective allocations of the Developer and Sub-Developer are set out in Annexure-I and annexure-II theretorespectively, however qualifying that "The exact allocation in the ration 40(Developers): 60(Sub-Developers) will be done in due course as and when the further approvals are granted."

In pursuance of the Development Agreement and Sub-Developers have got the sanctioned plans, specifications, elevations, sections and creats amended from the Sium Rehabilitation Authority ("SRA"), vide Intimation of Approval (I.O.A.) bearing No. SRA/ENG/2593/PN/STGL/AP dated 034. September, 2012 for construction of the said Free





Sale Building which now comprises of 5 (five) wings being Wing 'A', B', 'C', 'D' and 'E' for commercial cum residential purposes having basement-1, basement-2, lower ground floor, upper ground floor and 27 upper floors. On 05th September, 2012, the SRA has also re-endorsed the Commencement Certificate (C.C.) bearing SRA/ENG/2593/PN/STGL/AP previously issued by them on 08th August, 2011. As per the approved amended plans for the Free Sale Building, there are 11 (eleven) Rehab Shops admeasuring 151.43 sq. mtrs on the Lower Ground Floor and 5 (five) Rehab Shops admeasuring 65.34 sq. mtrs. on the Baement-2 thereof.

The Developer has furnished to us a Title Certificate dated 31st August, 2012 issued by Shri M.U. Pandey, Advocate in respect of the title to the said Property including the right of the Developer as the lessee of the State of Maharashtra in respect of the said Free Sale Plot and their right to develop the said Property under the Letter of Intent No. SRA/ENG/1152/PN/STGL/LOI dated 20th September, 2010 (4th LOI) and approved plans mentioned therein for the Rehab component and the Sale component of the SRA scheme under the Slum Act. We have relied on the aforesaid Title Certificate and all the statements contained therein, inter alia, as regards the ownership of the State of Maharashtra to the said Property and the right of the Developer to develop the said Property under the SRA scheme under the Slum Act.





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We have also perused the Declaration made by the Sub-Developer on 28th December, 2012 whereby the Sub-Developer has inter alia declared, represented and confirmed that (i) all permissions and approvals obtained from SRA and other concerned authorities for implementation of the SRA Scheme on the said Property are valid and subsisting and have not been revoked and/or cancelled (ii) the Development Agreement and other writings executed between the Developer and the Sub-Developer are valid and subsisting and have not been revoked and/or cancelled (iii) there is no subsisting charge or encumbrance in respect of the said Free Sale Plot or any part thereof and (ii) the said Free Sale Plot is not subject to any litigation or attachment before or after judgement or injunction or lis pendense notice or any decree or order and no judicial or quasi judicial proceedings are pending in respect of the said Free Sale Plot or any part thereof or the SRA Scheme on the said Property before any Court or authority.

August, 2012 issued by Shri. M. U. Pandey, Advocate, searches caused to be taken by us at the offices of the concerned Sub-Registrar of Assurances, and documents furnished to us by our client, the Sub-Developer including the aforesaid Declaration made by them and the statements contained therein we are of the opinion that, by virtue of the Development Agreement Karakis Residential Private Limited are entitled to construct the said Pree Sale Building on the Said Free Sale Plot of the sanctioned layout on the said Property by consuming

of 44991.88 sq. mtrs. in accordance with the Letter 8



5.

Intent No. SRA/ENG/1152/PN/STGL/ LOI dated 20th September, 2010 (4th LOI), Intimation of Approval bearing No. SRA/ENG/2593/PN/STGL/ AP dated 20th July, 2011 amended on 03th September, 2012 and Commencement Certificate (CC) dated 08th August, 2011 re-endorsed on J5th September, 2012 as per approved amended plans dated 03th September, 2012 and subject to execution of the Supplemental Agreement as mentioned in Clause 17(viii) of the Development Agreement, also be entitled to transfer, allot, mortgage and/or otherwise create third party rights in the premises forming part of the Sub-Developer's Allocation in the said Free Sale Building as they may deem fit and proper.

Dated this 28th day of December, 2012.

LAW POINT

Advocates & Solicitors

Partner



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TO WHOMSOEVER IT MAY CONCERN

Re: All that piece and parcel of land admeasuring not less than 11,647.00 sq. mtrs. abutting Rani Sati Marg and being a part of land or ground admeasuring 27,000.20 sq. mtrs., and bearing C.T.S. Nos., 521, 521/1 to 8, 521/10 to 17, 522, 522/1 to 11, 523, 524, 524/1 to 12, 525, 525/1 to 4, 527, 527/1 to 26, 528, 528/1 to 11, 529, 529/1 to 15, 530, 530/1 to 16, 531, 532, 532/1 to 13, 533 (part), 533/1 to 100 and 533/107 to 484, 533/486 to 643, 533/648, 536, 536/1 to 5 and 537, 537/1 to 7 of Village Malad, Taluka Borivali, Mumbai Suburban District situated at Rani Sati Marg, Malad (East), Mumbai 400 097.

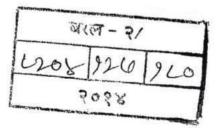
...the Free Sale Portion

- On 28th December, 2012, we had given our report on the title in respect of the captioned property (hereinafter referred to as "the said Free Sale Portion") based on the title deeds, documents and declarations produced before us by our client, Kanakia Residential Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 215 Atrium, 10th Floor, Andheri Kurla Road, Andheri (East), Mumbai 400 059.

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43, Bombay Mutual Chambers, 4th Floor, 19/21, Ambalal Doshi Marg, Fort, Mumbar 100-022 Ter.: 2265 0993 Fax: 2265 0479

Correspondence Address: FORT BKC





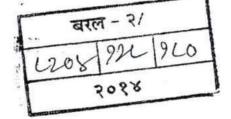
- a. Shah Housecon Private Limited's entitlement of 40% of the total constructed area in the Free Sale Building shall now comprise of flats/ offices/ shops/ row houses / premises/ pent house / car parking more particularly setout in ANNEXURE "B-1" annexed thereto;
- b. Kanakia Residential Private Limited's entitlement of 60% of the total constructed area in the Free Sale Building shall now comprise of flats/ offices/ shops/ row houses/ premises / pent house / car parking more particularly setout in ANNEXURE "B-2" annexed thereto.
- 3. Further to our title report dated 28th December, 2012 and based on the aforesaid Supplemental Agreement dated 6th March, 2013 we are of the opinion that the Kanakia Residential Private Limited are entitled to book, sell, transfer or otherwise create third party rights in their allocation as more particularly setout in and pursuant to Supplemental Agreement dated 6th March, 2013 and to receive and appropriate the sale proceeds thereof in terms of the Development Agreement dated 26th September, 2012.

Dated this 26th day of March, 2013.

Yours faithfully, LAW POINT

Partner





TO WHOMSOEVER IT MAY CONCERN

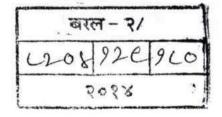
Re: All that piece and parcel of land admeasuring not less than 11,647.00 sq. mtrs. abutting Rani Sati Marg and being a part of land or ground admeasuring 27,000.20 sq. mtrs., and bearing C.T.S. Nos., 521, 521/1 to 8, 521/10 to 17, 522, 522/1 to 11, 523, 524, 524/1 to 12, 525, 525/1 to 4, 527, 527/1 to 26, 528, 528/1 to 11, 529, 529/1 to 15, 530, 530/1 to 16, 531, 532, 532/1 to 13, 533 (part), 533/1 to 100 and 533/107 to 484, 533/486 to 643, 533/648, 536, 536/1 to 5 and 537, 537/1 to 7 of Village Malad, Taluka Borivali, Mumbai Suburban District situated at Rani Sati Marg, Malad (East), Mumbai 400 097.

...the Free Sale Portion

- 1. We had issued our report on the title dated 28th December, 2012 and Addendum dated 26th March, 2013 to the aforesaid title report in respect of the captioned property (hereinafter referred to as "the said Free Sale Portion") based on the title deeds, documents and declarations produced before us by our client, Kanakia Residential Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 215 Atrium, 10th Floor, Andheri Kurla Road, Andheri (East), Mumbai 400 059.
- 2. Subsequent to our title report dated 28th December, 2012 and Addendum dated 26th March, 2013, on 8th April, 2013 we have been provided by our client, Kanakia Residential Private Limited a Debenture Trustee Agreement dated 17th January, 2013 and an Indenture of Mortgage dated 31st January, 2013 registered with the Sub-Registrar of Assurances at Borivali under serial no. BRL-9 / 471 of 2013 on 31st January, 2013 made between Kanakia Residential Private Limited as the Mortgagor of the First Part, Rangka Drivate Construction Private Limited as the KBPL of Medical Part, Inc. IL&FS Trust Company Limited as the Debenture Trustee Mortgage.

43, Bombay Mutual Chambers, 4th Floor, 19/21, Ambalai Doshi Marg, Fort, Mumbai - 400 023. Tel.: 2265 0993 Fax: 2265 0479

Correspondence Address: FORT BKC





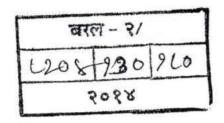
- of the Third Part, wherein Kanakia Residential Private Limited has availed of a mortgage debt of Rs.70,00,00,000/- (Rupees Seventy Crores only) by issuing non convertible debentures to IL&FS Trust Company Limited and as a security for repayment of the aforesaid mortgage debt the Kanakia Residential Private Limited has created the mortgage over its rights in the said Free Sale Portion to and in favour of IL&FS Trust Company Limited on terms and conditions contained therein.
- 4. In the above Premises, the rights of Kanakia Residential Private Limited to the said Free Sale Portion is subject to the above mentioned mortgage.

Dated this 10th day of April, 2013.

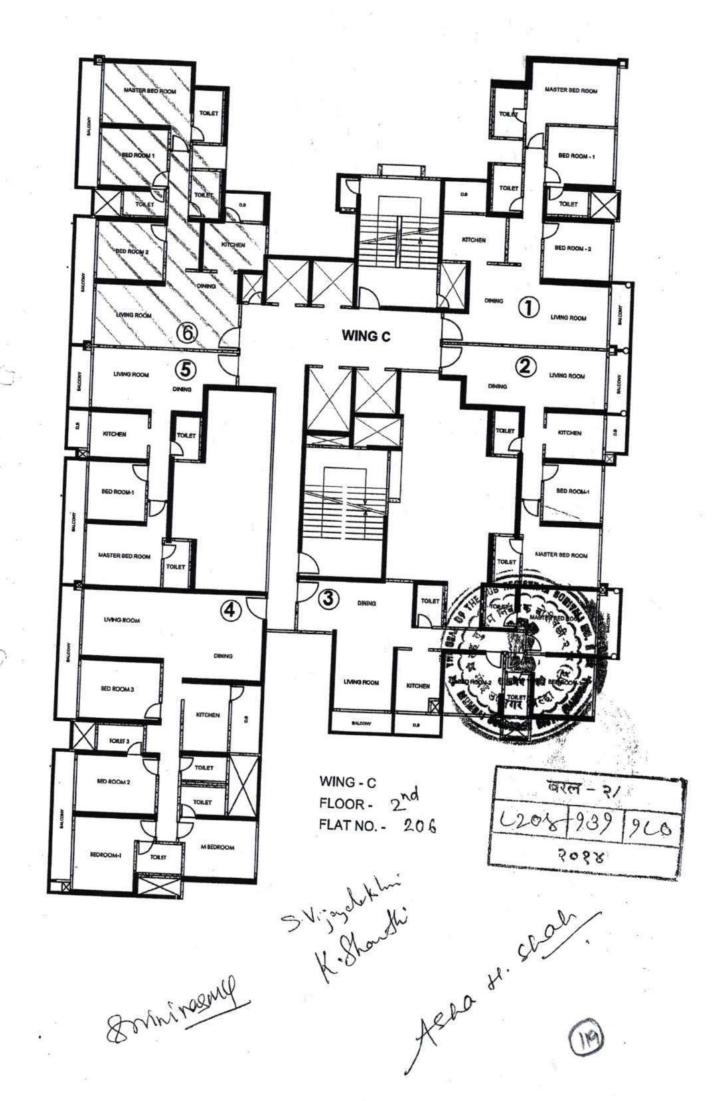
Yours faithfully, LAW POINT

Portner









Kanakia Residential Private Limited

215 Atrium, 10th Floor, Opp. Divine School, J.B. Nagar, Andheri Kurla Road, Andheri- East, Mumbai- 400059. Tel: 26845666/66937777 Fax: 26845444 Email: kanakia@vsnl.com Web: www.kanakia.com

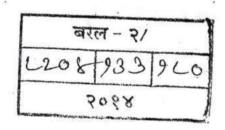
CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF KANAKIA RESIDENTIAL PRIVATE LIMITED HELD AT THE REGISTERED OFFICE AT "215-ATRIUM", 10¹⁸ FLOOR, OPP. DIVINE SCHOOL, ANDHERI KURLA ROAD, ANDHERI (EAST), MUMBAI -400093 ON 4TH APRIL, 2013.

The Chairman referred to the registered Development Agreement dated 26th September, 2012 and the registered Irrevocable Power of Attorney dated 27th September, 2012, both executed by Shah Housecon Private Limited (hereinafter referred to as "the Developer") in favour of the Company, under which the Company is jointly developing the Project known as "Levels" on "the said Free Sale Plot" defined The Chairman informed the Board that-

- (a) The Developer has executed the aforesaid Irrevocable Power of Attorney appointing two Directors of the Company i.e. Shri. Rasesh Kanakia and Shri. Himanshu Kanakia and/or authorized signatory of the Company authorized by resolution passed by the Board of Directors of the Company from time to time as the Developer's constituted Attorneys to sign, execute and register the Agreements for Sale in respect of Flats for the Developer and on their behalf and in their name styling the Developer as the Confirming Parties in respect of the Company's 60% allocation of Flats described in the Annexure.—II thereto;
- (b) In the light of the aforesaid, it has become necessary for the Company to authorize some responsible person/s as the Developer's constituted Attorneys for the Developer and on their behalf and in their name styling the Developer as the Confirming Parties in respect of 60% allocation of Flats described in the Annexure It thereto for the purpose of signing and executing for and on behalf of the Developer, the agreement/s for sale, deed/s of rectification, deed/s of modification, deed/s of cancellation, and other required documents, in respect of the sale/transfer of flat/s, apartment/s, the concerned Registrar / Sub-Registrar of Assurances at Mumbai to get the same registered.

 After discussion following resolutions were unanimously passed:

"RESOLVED THAT the Company do, in pursuance and in exercise of the said powers and authorities reserved to and conferred upon itself under the aforesaid irrevocable Power of Attorney, nominate, constitute and appoint Mrs. Asha H. Shah, director of the Company, to be the true and lawful Attorneys of the Developer, namely, Shah Housecon Private Limited, to act for the Developer and for and on behalf of the Developer, as styling the Developer as the Confirming Party, to sign any deed/s, document/s, undertaking/s, agreement/s for sale, agreement/s of leave and license, agreement/s and lease deed/s, deed of rectification, deed of modification, deed of cancellation, deed of modification, deed of modification, deed of cancellation, deed of modification, deed of cancellation, deed of modification, deed of cancellation, deed of modification, deed of modification, deed of modification, deed of modification, deed of cancellation, deed of modification, deed of modif





Kanakia Residential Private Limited

215 Atrium, 10th Floor, Opp. Divine School, J.B. Nagar, Andheri Kurla Road, Andheri-East, Mumbai-400059.
Tel: 26845666/66937777 Fax: 26845444 Email: kanakia@vsnl.com Web: www.kanakia.com

FURTHER RESOLVED THAT, Mrs. Asha H. Shah, the aforesaid Director may appoint and authorize any person/s severally to appear for her, in her name and on her behalf, in respect of the said documents, where, Mrs. Asha H. Shah has signed for and on behalf of the Developer, as the Confirming Party, before the Office of the concerned Registrar of Assurances/Sub-Registrar of Assurances at Mumbai and lodge/present for registration/admit execution of any of the said documents, which are required to be registered under applicable provision of law and to do all acts, deeds, matters and things necessary for effectively registering and receiving back any of the said documents in respect of the Project "LEVELS"

FURTHER RESOLVED THAT any Director of the Company be and is hereby authorized on behalf of the Board to furnish the certified true copy of the foregoing resolution to all concerned as may be required from time to time."

Certified True Copy

For Kanakia Residential Private Limited

Director

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बतायेवनाया/भवाया अनुक्रांत स्वर्धाय स्वर्धाय

अध्यक्तिका विकास

मागर मरणाया माम ड्याडा ट्रम्प देश देश का का कारण सामकी

वानीसंप्रमाणे भी निकासी उट्टिप्स है। कि. ड्रेसिट्स नीवणी भी नवनम भी (मीसिमी उट्टिप्स है। कि. ड्रेसिट्स इक्समाणी नवनम भी

ट्यानकपु नक्तमा किंदा नापने (क्लाग ६४ ते ६७) गीड किंवा निरोक्तण

वेड-कालम २५ अन्यये कालम २४ अन्यये

अनाणित नक्ता (क्तान १६७) (क्रीकिओं का १०) क्यूक्ट का हो... स्तर की (तागील मानावधित) बाब के.



वस्तयेवज

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जित समार होईल म या कामजियास वेप्यास वेदेल

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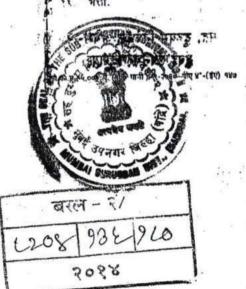
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इतर शीची अनुसूची

- १. जादा नोंदर्भ की अनुच्छेद सतरा किंव. अठरा अन्वये.
- २. रुजवात फी.
- फाईल करण्याची फी....
 अनुच्छेद अफरा अन्वये.
 अनुच्छेद वीस अन्वये.
- ४. मुखत्यारनामा अनुप्रमाणन.
- ५. गृहभेट क्री: मुरक्षित ताबा फी.
- े भो ते त्वंद पाकिटोंचर िके मोहोरबंद प्रकिट उपकर्णः स्टिन्डेंड प्रकेट परने आहे वेशे



- १०. अडते,
- ११. परिचारिका किंवा स्त्री परिचाराची सेवा.
- १२. न्युन बाकारित फीची वसली.
- १३. जड रांत्रहाच्या वस्तूंच्या विक्रीके कराना.
- १४. विलेख इ. च्या नकला पार्खवेण्याचा टपाल खर्प.
- १५. प्रवास खर्च.
- ६६ भत्ता.



नुष्यंत्र नितंशक

ममेरच्या पक्षकाराचे नाव / Name of Count Address & Tel. No. Pan No. बैंकेचे नाव व शाखा



Bonvali (W) Branch

TO ALL TO WHOM THESE PRESENTS SHALL COME,

SHAH an Indian Inhabitant of Mumbai having office

215, Atrium, 10th Floor, Next to Coutyard by Marriott Hotel, Opp.

Child High School, Andheri - Kurla Road, Andheri (East), Mumb

059 SEND GREETINGS;

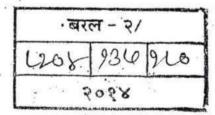
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शासा / Br.

मुद्रांक कोड न / Stamp Code No.

new india co-op bank ltc



R. 00005001-PB5477 STAMP DUTY MAHARASH 14:56

- 1. I, the owner / developer of properties mainly being situated in and around Mumbai, Thane, Nashik, Goa, and in some parts across India and such entitled to sell, give on Leave and License/Lease, transfer or develop the same. I am holding properties as partner of various firms and Director of various companies holding various properties and also director of Centaur Mercantile Pvt. Ltd., Sarang Property Developers Pvt. Ltd., & Kanakia Spaces Pvt. Ltd.
- I am also likely to become partners, Directors of various firms be formed.
- Agreement for Sale, the Development Agreement, Sale Deed, Conveyance, Assignment, Affidavits, Declarations, Rectifications, Confirmations, Power of Attorney, Supplementary Agreement, Modification Deed, Cancellation Deed, Deed of Surrender, Lease Deed, Leave and Licence Agreement etc., or any other documents in lavour of the partnership firm, Private Limited company the HUF the above referred on behalf of the above partnership firms, private limited company, HUF in the capacity of partners, directors, kareas and members of HUF and also in personal capacity in any third party, prospective purchasers. I am required to the above said various documents, executed by me at the office of a Joint Sub-Registrars, in and around Mumbai, Thane District and
- 4. I am unable to attend and visit the Sub-Registrar's office, repeatedly and it is therefore necessary and expedient to appoint some fit and proper person to appear before the sub-Registrar for admitting executed deeds and documents for registration.

other districts in Maharashtra.

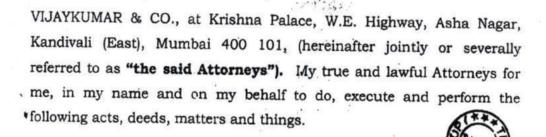
I MRS. ASHA H. SHAH am therefore desirous of appointing jointly and/or severally 1. MR. VIVEK KADAM 2. MS. SUJATA PANT 3.

AVINASH PHATAK 4. MR. GANESII KADAM and 5. MRS. SANGEETA

VIJAYKUMAR all adult, Indian Inhabitant of Mumbai addressed at C/o.

All

(23)



NOW KNOW YE ALL THESE PRESENTS WITNESS THAT I MRS. ASHA

H. SHAH do hereby nominate, constitute and appoint jointly or severally

1. MR. VIVEK KADAM 2. MS. SUJATA PANT 3. AVINASH PHATAK 4. Employed of MR. GANESH KADAM and 5. MRS. SANCEETA VIJAYKUMAR, as my vijarthumat 1 to true and lawful attorneys for me to do the following acts, deeds, matters and things that is to say:-hereinafter referred to as jointly or severally "my said Attorneys" as my true and lawful Attorneys for me, in my name and on my behalf to do, following acts, deeds, matters, that is to say:

- 1. To present and lodge for registration in the office of the Sub-Registrar of Assurances of Borivali, Goregaon, Bandra, Mumbai, Chembur, Thane and/or other registering authority and any other districts and regions to admit the execution of the Deeds like Agreement for Sale, the Development Agreement, Sale Deed, Conveyance, Assignment, Affidavits, Declarations, Rectifications, Confirmations, Power of Attorney, Supplementary Agreement, Modification Deed, Cancellation Deed, Deed of Surrender, Lease Deed, Leave and Licence Agreement etc. or any other discuments thereof.
- 2. To present and lodge for registration in the office of the Stro-Registrars of Assurances at the above referred officers or any registering Authority appoint under the Indian Registration Act for the time being in force having the jurisdiction in relation to registration of the aforesaid documents and all other ancillary 2/applications, forms, letters etc.
- 3. And to perform and execute all acts, deeds, matters, documents, and things relating to the registration of all the documents, referred above and for that purpose aforesaid apply and effectually

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to all intents and purposes as I could do in my proper in person, I this writing had not been made.

- 4. To admit all the documents in the Sub-Registrar of Assurances which might have been signed/executed by me on behalf of the Partnership firm, directors and as member or karta.
- To admit the signature of MRS. ASHA H. SHAH on any documents that may be executed by me.

6. And I hereby for my selves, my heirs, executors and administrators agree and ratify and confirm all and whatsoever my said Attorney or any substitute or substitutes acting under them shall do or purport to do by virtue of these presents.

WITNESS WHEREOF I have subscribed my hands to this document

on this 40 day of 401. 2011.

SIGNED AND DELIVERED

By the within named Executant

MRS. ASHA H. SHAH

In the presence of:

1.

0

ACCEPTED BY US

1. MR. VIVEK KADAM

2. MS. SUJATA PANT

3. MR. AVINASH PHATAK

MR. GANESH KADAN

5. MRS. SANGEETA VIJAYKUMAR

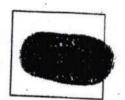
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MRS. ASHA H. SHAH
Director off) Kanakia spaces put as!

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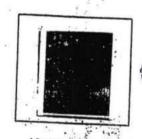


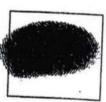


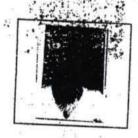
IVEK KADAM

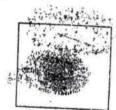


MS. SUJATA PANT

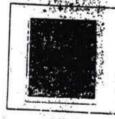








MR. AVINASH PHATAK







MR. GANESH KADAM







\$00 X

MRS. SANGEETA VIJAYKUMAR

21: 4014

13:10:03:09:2011

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Lighting to have



KANAKIA SPACES PVT.LTD. Name .

Address:

215 ATRIUM, 10 TH FLR,

KANAKIA SPACES PVT. LTD. ANDHERI KURLA ROAD

NEXT TO COURTYARD BY MARRIOTT HOTEL, AND J B Nagar MUMBAI 400059

Consumer No	2120808	Bill Month	AUG 2011	
Bill No	7100222536	Meter No	RI-H952296	
Bill Date	06.09.2011	Units Consumed (kWh)	51,340	
Bill Period	01.08.2011 To 31.08.2011	Billed Units (kWh)	52,122	
Supply Division Type of Supply	SAKI 3PHASE	Current Month Bill Amount (Rs.)	413,044.00	
Tariff Cat. HT # - C		Prev Outstanding Amount (Rs.)	0.00	•

SILI Amount Un'of Before Discount Date - 13.09.2011

Bill Amount On or Before Due Date - 20.09.2011 Rs. 413,044.00

Total Bill Amount (Rs.) 413,044.00

1 2	Cheque / Cash Collection Co	Bhayander (E) Bill Collection Contra	
	THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED I	Versiova Bill Collection Centre	Dehlear (E) Bill Collection Centre
	Andher (E) Customer Care Centre	Powel Bill Collection Centra	Chembra Diamond Garden Bill Collection Centre
	Vile Parie (E) Bill Collection Centre	Jogeshwari (W) Bit Collection Contre	Chembur Mahul Road Bill Collection Centre
		Maled (W) Bill Collection Centre	Ghetkoper (W) Bill Collection Centre

The Tate Power Co., Ltd. Marol Substation Office, Reservoir Cross Road 'C', Mumbai - 400 093, (9.00 em to 5.00 pm; M Etendard Chartered Bank Drop Boxes at Rallw at all Standard Chartered Bank Branches.

re Abartment CTS No. 639, Chandavarker Road, Bortvall (West).

Shop N.21-23, Sementh Velibhev, Off, New Link Road, Shree Swami Samanth Negar, Lokh (West), 14umbal - 400 053-

eys House, Rat Kumer Corner, J. P. Road, Andheri (West), Mun roan Apartment, Diamond Garden CHS Ltd , A Sores Raod, Che

For Output payment /details of other Cash and Ch MESSAGE TO THE CONSUMER

We wish you safe monsoon Preventive & p Our 24x7 Heipline: 1-800-209-5161 / visit our verballe cp. fatopower.com for monsoon safety that



Head-Customer Mamt.

DIL SEY DEEJIYE DUS RUPAYYEY



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453,484.00

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tioned / Connertetronti RW/ 500.00

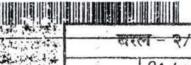
CH-FIRST / CH-00001 /-/- / CRD 67266666

THE TATA POWER COMPANY LIMITED

13:10,03:09,2011

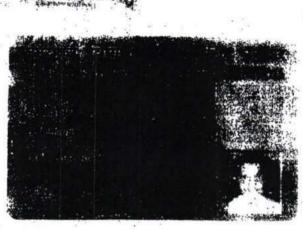
Consumer No.: 2120808	Consumer	Name: KANAKIA SPACE	8 PVT.LTD.
Name of the Bank & Branch.	Bill No : 7100222538	Bill Date: 03.09 2011	Paymont against this bill
	Bit Amount 413,044.00	Úlscount Date: 13.09.2011	Acknowledgement .
Cheque No.:	Cheque Date:	Due Date: 20.09.2011	

Payment should be made by crossed chique/DD in favour of "The Tata Power Co.Ltd - Consumer A/c No. 2120808" Please write your Bill Number on the back-side of the cheque /DD.

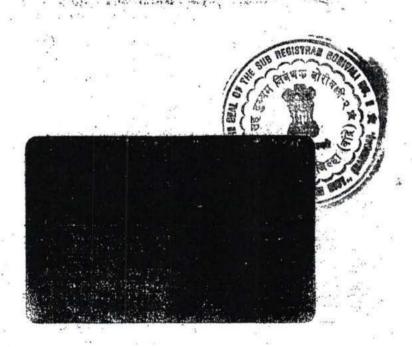


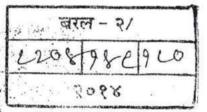
KVA-B 319,9500 1.2100 5.6200 RROO 5.8700 0000 2000 0000 0000 --3300 5700 700 2270 000,0000 1340 090C -000,0000 18,140 iki 100 10 10 . A. OTAL METERED UNITS (KWh): 51,340 TOTAL BILLED UNITS (KWA) 52,122 TOTAL RAVAh: 3,880 Difference between the Total Billed Units and Total Metered Units is due to Wheeling Losses of R-Infra Network (9.0% for LT and 1.5% for HT) paid to R-Infra. Your Bill Details. 52:122 1. Energy Charges 271034.40 n ~ C.00 2. ToD-A Rebate 22 to 6 hrs (cr) 4705.58 0 3. ToD-C 9 to 12 hrs 0.00 Total 52,122 61,981.42 4. ToD-D 18 to 22 hrs 5. Demand Charges 6. Fuel Adjustment Charges JUN 20 BLL FEEEIVED 7. Wheeling Charges @ Rs.0.4600 R-infra* 8. Wheeling Charges @ Rs.0.19000- TPC-D** SUBJECT TO VERIFICATION (cr) 9903, 18 9. Electricity Duty @17.00 % \$ 61981,42 963 988 10. Tax on Sale of Electricity @ Rs.0.2300 . 382 11988.05 INWARD NO: 03695 11. Power Factor Surcharge / Incentive 25621,78 CATE: 81911 12. Adjustments OR KANA! TO CES PVT. LTD 13. Total(1 to13) 14. Delayed Payment Charges 16. Interect on Arrears 0.00--16. Outstanding Amount 0.00 17. Load Factor incentive for last month 0.00 18. Bil Aittourit(13 to 17) *13044.00 19. Discount (if paid on / before 13.09.2011) 3645.00 20. Other Charges(Recon. / Mtr. Testing) 0.00 23 21. Net Bill Amount 409399.00 NA Pa 22. Security Deposit Due 0.00 Cost paid to R-lates for swage of their netwo E. & O.E. pild in full. Adjustments if any, will be made in the subsequent bills. Id Psyment Charge (DPC) will be levied (§2% of the lotal amount of the bill.(5) aspeable up to 3 months: 12%, 3 to 6 months: 15%, after 6 months: 18% (§) Ch di accidating TOSE 8, other Taxes) if psyment is received by the disco-teder from clean and the of obstruction and water leakage, (§) Please check will attend proof and the control of the control of the control of the control of the check of the control of the control of the check of the control of the control of the control of the check of the control of my completes / quemes of unresolved completes, please wm. sof unresolved completes, flat power completes (GR) Cell, flat power completes of unresolvent (GR) Cell, flat power completes of unresolvent (GR) Cell, Customer Management Department (GR) Cell, Customer Management (GR) Cell, Customer Management (GR) Cell, Customer Management (GR) Cell, Cel 1208 This Bill is printed on 100% recycled paper.

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Certified true copy of resolution passed in the meeting of the Board of Directors of Kanakia Spaces Private Limited held at the Registered Office at 215 Atrium, 10th Floor, Opp. Divine School, J.B. Nagar, Andheri Kurla Road, Andheri- East, Mumbai-400059 on 1st September, 2011.

"RESOLVED THAT Mrs. Asha Shah, being the director of the Company be and is hereby authorized to execute and sign all documents, agreements, agreements for lease, sub lease, sale agreements, deed and all such necessary papers in respect of sale, lease, sub lease the premises of the various projects of the company on behalf of the Company and to do all such acts, deeds, matters and things as may be required to give effect to above said resolution."

FURTHER RESOLVED THAT any director of the Company, be and is hereby authorized on behalf of the board to furnish certified true copy of the forgoing resolution as and when required.

Certified True Copy

For Kanakia Spaces Private Limited

Director





1 atm - 2/ 1208 949 910 2088

KANAKIA SPACES PVT. LTD. 215 Atrium, 10th Floor, C.T.S. No. 215, Andheri Kurla Road, Andheri (East), Mumbai - 400 059. INDIA Tel.: 91-22-6726 6666/6726 7777 Fax: 91-22-6693 7777 www.kanakia.com

VIJAYKUMAR & Co.

Krishna Palace, Near Sai Dham, W.E.Highway, Kandivali (E), Mumbai - 400 101. Contact: 6699 9000 (100 lines),



NAME: YIVEK KADAM

Holder's Sign





VIJAYKUMAR & Co.

SCORE SALES

Kosma Palace, Near Sai Dham, W.E.Highway, Kandivali (E), Mumbai - 406 101. Contact: 6699 9000 (100 lines).



NAME: SUJATA PANT

() with

Holder's Sign







VIJAYKUMAR & Co.

Krishna Palace, Near Sai Dham, W.E.Highway, Kandivali (Et. Mumbai - 400 101 Contact: 6699 9000 (100 lines).



NAME: AVINASH PHATHAK

Holder's Sign

Auth.Sign

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VIJAYKUMAR & Co.

Krishna Palace, Near Sai Dham, W.E.Highway, Kandivali (E), Mumbai - 400 101. Contact: 6699 9000 (100 lines).



NAME: GANESH KADAM











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बरल - २/ U20 ४११४ प १८० २०१४

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Certified true copy of resolution passed in the meeting of the Board of Directors of Sarang Property Developers Private Limited held at the Registered Office at 215 Atrium, 10th Floor, Opp. Divine School, I.B. Nagar, Andheri Kurla Road, Andheri-East, Mumbai-400059 on 1st September, 2011.

"RESOLVED THAT Mrs. Asha Shah, being the director of the Company be and is hereby authorized to execute and sign all documents, agreements, agreements for lease, sub lease, sale agreements, deed and all such necessary papers in respect of sale, lease, sub lease the premises of the various projects of the company on behalf of the Company and to do all such acts, deeds, matters and things as may be required to give effect to above said resolution."

FURTHER RESOLVED THAT any director of the Company, be and is hereby the horized on behalf of the board to furnish certified true copy of the forgoing aution as and when required.

fied True Copy

Sarang Property Developers Private Limited

Director



बरल - २/ ८२०४१४८१८० २०१४

SARANG PROPERTY DEVELOPERS PVT. LTD. 215 Atrium, 10th Floor, C.T.S. No. 215, Andheri Kurla Road, Andheri (E), Mumbai - 400 059, INDIA. Tel.: 91-22-6726 6666/6725 7777 Fux: 91-22-6693 7777 www.kanakia.com



Certified true copy of resolution passed in the meeting of the Board of Directors of Centaur Mercantile Private Limited held at the Registered Office at 215 Atrium, 10th Floor, Opp. Divine School, J.B. Nagar, Andrewi Kurla Road, Andheri- East, Mumbai-400059 on 1st September, 2011.

"RESOLVED THAT Mrs. Asha Shah, being the director of the Company be and is hereby authorized to execute and sign all documents, agreements, agreements for lease, sub lease, sale agreements, deed and all such recessory parameters are precised of sale, lease, sub lease the premises of the various projects of the company on behalf of the Company and to do all such acts, deeds, matters and things as may be required to give effect to above said resolution."

FURTHER RESOLVED THAT any director of the Company, be and is hereby any orized on behalf of the board to furnish certified true copy of the forgoing test ion as and when required.

Certific True Copy

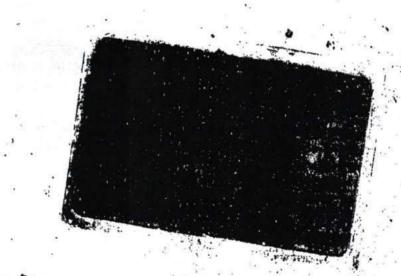
For Con nur Mercantile Private Limited

Director

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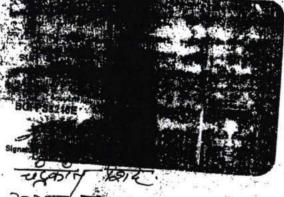
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CENTAUR MERCANTILE PVT. LTD. 215 Atrium, 10th Floor, C.T.S. No. 215, Andheri Kuria Road, Andheri (E), Mumbai - 400 059, INDIA. Tel.: 91-22-6726 6666/6726 7777 Fax: 91-22-6693 7777 www.kanakia.com









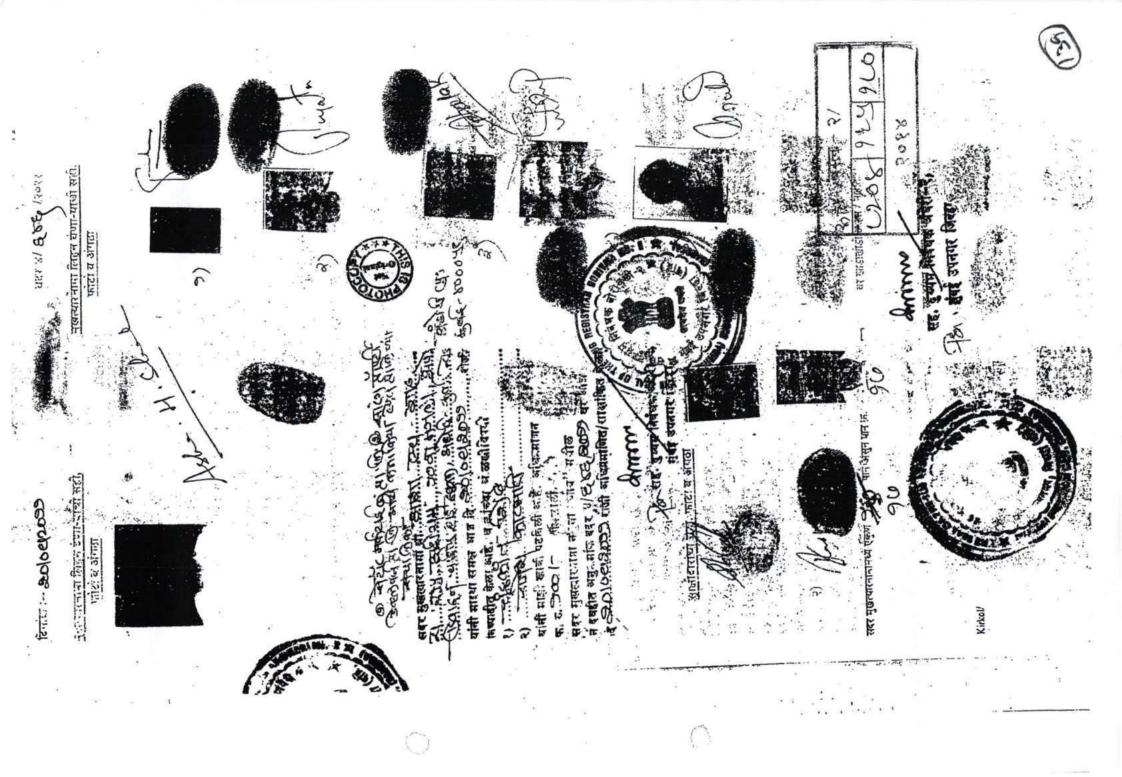
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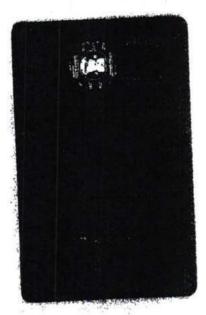
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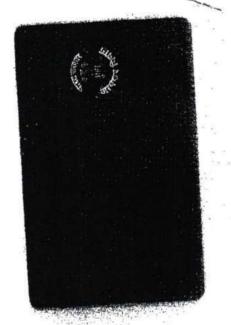


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Summary1 (GoshwaraBhag-1)

आवधाशमा शुक्रवार,14 नोव्हेंबर 2014 10:00 म.पू.

दस्त गोषवारा भाग-1

बरल-2

दस्त क्रमांक: 8204/2014

966

दस्त क्रमांक: बरल-2 /8204/2014

बाजार मुल्य: रु. 1,23,75,675/- मोबदला: रु. 2,12,05,264/-

भर्लेले मुद्रांक शुल्क: रु.10,60,900/-

दु. नि. सह. दु. नि. बरल-2 यांचे कार्यालयात

अ. क्रं. 8204 वर दि.14-11-2014

रोजी 9:50 म.पू. वा. हजर केला.

पावती:10130

पावती दिनांक: 14/11/2014

सादरकरणाराचे नाव: श्रीनिवासन - विजयपुरम

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 3640.00

डाटा एन्ट्री

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المراج المالة

पृष्टांची संख्या: 182

₹. 20.00

दस्त हजर करणाऱ्याची सही:

Dogwingson

एकुण: 33660.00

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सह दु.नि.का-बोरीवली2

सह दु.नि का-बोरीवली2

दस्ताचा प्रक्रार: 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 क्रं. 1 14 / 11 / 2014 09 : 47 : 42 AM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 14 / 11 / 2014 09 : 50 : 58 AM ची वेळ: (फी)

भदर दस्तार्थन । स्वति स्वति । स्वति स्वति । स





दस्त गोषवारा भाग-2

बरल-2

दस्त क्रमांक:8204/2014

966

1/2014 10 01:47 AM

दस्त क्रमांक :बरल-2/8204/2014 दस्ताचा प्रकार:-करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

नाव:कनाकिया रेसीडेंशीयल प्रा लि च्या संचालिका आशा शाह तर्फे मुखत्यार सुजाता - पंत पत्ता:प्लॉट नं: 102, माळा नं: 1, इमारतीचे नाव: कृष्णा पॅलेस , ब्लॉक नं: कांदिवली पूर्व , रोड नं: आशा नगर, महाराष्ट्र, मुंबई. पॅन नंबर:AAECK1950C

नाव:(मान्यता देणार) शाह हाऊसकॉन प्रा लि तर्फे 2 कनाकिया रेसीडेंशीयल प्रा लि तर्फे ऑथोराइज सीग्ने आशा शाह तर्फे मुखत्यार सुजाता - पंत पत्ताःप्लॉट नं: 102, माळा नं: 1, इमारतीचे नाव: कृष्णा पॅलेस , ब्लॉक नं: कांदिवली पूर्व , रोड नं: आशा नगर, महाराष्ट्र, मुंबई. पॅन नंबर:AAFCS3508K

नाव:श्रीनिवासन - विजयपुरम पत्ता:प्लॉट नं: 404, माळा नं: 4 टॉवर 3, इमारतीचे नाव: रहेजा टिप्को , ब्लॉक नं: मालाड पूर्व , रोड नं: राणी सती मार्ग , महाराष्ट्र, मुंबई. Sevindown पॅन नंबर:ANIPS7966E

नाव:शांती - थुपपिल पत्ता:प्लॉट नं: 404, माळा नं: 4 टॉवर 3, इमारतीचे नाव: रहेजा टिप्को , ब्लॉक नं: मालाड पूर्व , रोड नं: राणी सती मार्ग , महाराष्ट्र, मुंबई. पॅन नंबर:EJCPS5698B

नाव:विजयालक्ष्मी - शंकरन 5 पत्ता:प्लॉट नं: 404, माळा नं: 4 टॉवर 3, इमारतीचे नाव: रहेजा टिप्को , ब्लॉक नं: मालाड पूर्व , रोड नं: राणी सती मार्ग , महाराष्ट्र, मुंबई. पॅन नंबर:CHDPS7038G

पक्षकाराचा प्रकार लिहन देणार

वय:-32 विश्वरी:-

लिहून देणार वय:-32

स्वाक्षरी:-

लिहुन घेणार वय:-44 स्वाक्षरी:-

लिहन घेणार वय:-41

लिहून घेणार वय:-41



अंगठ्याचा ठसा





















वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात. शिक्का क.3 ची वेळ:14 / 11 / 2014 09 : 53 : 32 AM

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

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नाव:विश्वनाथन पी शेषायर पत्ता:501, टॉवर 2, रहेजा टिप्को मालाड पू पिन कोड:400097







Summary-2(दस्त गोषवारा भाग - २)

2 नाव:अन्नपुरणी - विश्वनाथन वय:62 पत्ता:501, टॉवर 2, रहेजा टिप्को मालाड पू पिन कोड:400097

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शिक्का क्र.4 ची वेळ:14 / 11 / 2014 09 : 54 : 19 AM

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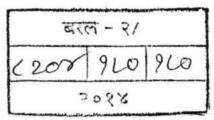
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वरल - २/ 2088

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Ргацикмикан Вһачал.

Ванига-Кига соприх VIUmbar 400-05



Date: 10th January, 2019

To,
MR. SRINIVASAN VIJAYAPURAM
MS. SHANTHI THUPPIL
MRS. VIJAYALAKSHMI SANKARAN
Tower 3, Flat No. 404, Raheja Tipco,
Rani Sati Marg, Malad (East), Mumbai - 400097.

Sub.: Earmarking of 1(One) Podium Car Parking Space No. B2-12 to Flat No. 206 of Wing "C" on the 2nd Floor of our project known as "LEVELS" situated at Rani Sati Road, Off. Western Express Highway, Malad (East), Mumbai – 400097.

Dear Sir / Madam,

- A. By a duly registered Agreement for Sale dated 14th November, 2014, wherein you as the Purchaser had acquired from us, the Promoter, Flat No. 206 in Wing "C" on the 2nd Floor of our Project "LEVELS" situated at Rani Sati Road, Off. Western Express Highway, Malad (East), Mumbai 400097, along with the earmarking of 1(One) Car Parking Spaces in the Podium level of our Project.
- B. We are pleased to inform you that, we have earmarked 1(One) Podium Car Parking Space No. B2-12 to Flat No. 206 of Wing "C" on the 2nd Floor of our project known as "LEVELS" situated at Rani Sati Road, Off. Western Express Highway, Malad (East), Mumbai – 400097, in your favour.
- C. The earmarking of the car parking space has been made by us, on your accepting the following conditions:-
 - 1. You shall use the car parking space for parking of 1(One) car/s only.
 - You will not use the car parking space for parking of heavy/commercial vehicles or store goods or put the car parking space to any other use other than for parking of a car and you shall not take objection of the size of car parking space i.e. height, width, length etc.
 - You will not use wash service, carry out any repair of any car or otherwise in any manner create any nuisance, annoyance or disturbance in respect of any of the car parking space.





- 4. You will ensure that the height of the car parking space is the same. You will not enclose any of the car parking space by erecting shutters, rolling/sliding/collapsible gate, grills or partitions or otherwise in any manner whatsoever.
- 5. You will not object to the car parking space allotted in any manner, whatsoever.
- You will comply with the terms, conditions and regulations for use of the car parking space, which may be made by us or by the proposed Society formed in respect of the Building, as and when formed.
- 7. You will not encumber independently, the car parking space in any manner whatsoever.
- 8. You will not be entitled to transfer the car parking space or the benefit thereof in any manner whatsoever. In the event, you desire to sell the Flat, then, you shall be under an obligation to deal with the car parking space together with the Flat, to the intended purchaser/s.
- You will bear and pay property taxes, maintenance charges etc., as may be determined from time to time by us/the proposed Society formed in respect of the Building, as and when formed.
- D. We endeavour to inform the proposed society of the earmarked car park space on formation.

Thanking you,

Yours truly,

For KANAKIA SPACES REALTY PVT. LTD

[The Bombay high court vide its order dated 28th September, 2017 demerged real estate undertaking of Kanakia Residential Pvt. Ltd. to Kanakia Spaces Realty Pvt. Ltd."]

Director/Authorised Signatory

KANAKIA SPACES

500,000 11250000 Self funded 26000 000 Bank loan

Party 25: S. V. Jayalakohni.

Party 2 505. Shanthi Thupphil.

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