



B4118411396

<b>A/C NO.</b>	<b>31113861021</b>
<b>RACPC NO.</b>	<b>21018</b>
<b>TYPE</b>	<b>HSG</b>
<b>NAME OF THE BORROWER</b>	<b>ASHISH KUMAR MUKTINATH CHOUBEY</b>
<b>BR NAME</b>	<b>KANDIVLI WEST</b>
<b>BR CODE</b>	<b>1185</b>

FNO. 21018

DES. 1185 ✓


TDS. 825 ✓

Aashish Kumar  
Megha Chellani

HISG LOAN

31113861021

VERIFIED

 23/4  
CONCURRENT AUDITOR II



PAYABLE AT PAR THROUGH CLEARING/TRANSFER AT ALL BRANCHES OF HDFC BANK LTD

*Preferred*

Date:.....

PAY S.B.I. Home Loan A/c. No. OR BEARER

RUPEES \_\_\_\_\_

Rs.

(New Account)

A/c No. **00791930006223**

SB A/C

HDFC BANK LTD.

S'ANA BUILDING, LINKING ROAD  
SANTACRUZ (W), MUMBAI-400054, MAHARASHTRA

RTGS / NEFT IFSC : HDFC0000079  
SEC 010110

*Aashish Chellani*

AASHISH KUMAR / MEGHA CHELLANI

⑈ 682374 ⑈ 400240017⑈ 014538 ⑈ 31

Sasthical eforms (P) Ltd. Chennai (08-09)

 **HDFC BANK**

PAYABLE AT PAR THROUGH CLEARING/TRANSFER AT ALL BRANCHES OF HDFC BANK LTD

*Preferred*

Date:.....

PAY S.B.I. Home Loan A/c. No.

OR BEARER

RUPEES \_\_\_\_\_

Rs. **(NewAccount)**

A/c No.

**00791930006223**

SB A/C



**HDFC BANK LTD.**

S'ANA BUILDING, LINKING ROAD

SANTACRUZ (W), MUMBAI-400054, MAHARASHTRA

RTGS / NEFT IFSC : HDFC0000079

SEC 010110

  
  
**AASHISH KUMAR / MEGHA CHELLANI**

⑈682375⑈ 400240017⑈ 014538⑈ 31

Sethusai eforms (P) Ltd. Chennai (08-06)

**HDFC BANK**

PAYABLE AT PAR THROUGH CLEARING/TRANSFER AT ALL BRANCHES OF HDFC BANK LTD

*Preferred*

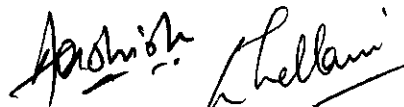
Date:.....

PAY S.B.I. Home Loan A/c. No. OR BEARER

RUPEES \_\_\_\_\_

Rs. **(New Account)**

A/c No.	<b>00791930006223</b>	SB A/C
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AASHISH KUMAR / MEGHA CHELLANI**HDFC BANK LTD.**S'ANA BUILDING, LINKING ROAD  
SANTACRUZ (W), MUMBAI-400054, MAHARASHTRA

RTGS / NEFT IFSC : HDFC0000079

SEC 010110

⑈682376⑈ 400240017⑈ 014538⑈ 31

**HDFC BANK**

PAYABLE AT PAR THROUGH CLEARING/TRANSFER AT ALL BRANCHES OF HDFC BANK LTD

*Preferred*

Date:.....

PAY SBI Home Loan A/c. No. OR BEARER

RUPEES \_\_\_\_\_

Rs.

(New Account)

A/c No. **00791930006223**

SB A/C

*Aashish*  
*Megha Chellani*  
AASHISH KUMAR / MEGHA CHELLANI

**HDFC BANK LTD.**  
S'ANA BUIEDING, LINKING ROAD  
SANTACRUZ (W), MUMBAI-400054, MAHARASHTRA  
RTGS / NEFT IFSC : **HDFC0000079**  
SEC 010110

⑈682377⑈ 400240017⑈ 014538⑈ 31

Seshasai eForms (P) Ltd. Chennai (02-09)

**HDFC BANK**

PAYABLE AT PAR THROUGH CLEARING/TRANSFER AT ALL BRANCHES OF HDFC BANK LTD

*Preferred*

Date:.....

PAY S.B.I. Home Loan A/c. No. OR BEARER

RUPEES

Rs.

(New Account)

A/c No.

00791930006223

SB A/C

HDFC BANK LTD.

S'ANA BUILDING, LINKING ROAD

SANTACRUZ (W), MUMBAI-400054, MAHARASHTRA

RTGS / NEFT IFSC : HDFC0000079

SEC 010110

*Aashish* *Chellani*  
AASHISH KUMAR / MEGHA CHELLANI

⑈682378⑈ 400240017⑈ 014538⑈ 31

ANNEXURE - A

**ARRANGEMENT LETTER - SBI ADVANTAGE HOME LOAN**

STATE BANK OF INDIA  
RAEDC BRANCH  
BRG Mumbai

To,  
Ashish Kumar  
Megha Chellani

Dear Sir,

Date : 27/3/2010**SBI Advantage Home Loan**HOME LOAN Rs. 1,62,00,000/-

We are pleased to advise that on the basis of documents submitted by you and the information furnished by you in your application for Home Loan dated 12/1/2010. We have decided to sanction a HOME LOAN limit of Rs. 1,62,00,000/- (Rupees One crore sixty two lakhs only) to you, as per the undernoted break-up -

(i)	Home Loan .. .. .	Rs. <u>1,62,00,000/-</u>
(ii)	Funding of Home Loan Insurance Cover (Optional) ..	Rs. <u>-</u>
	<b>Total</b>	<b>Rs. <u>1,62,00,000/-</u></b>

on the following terms and conditions:

**2. Purpose:**

(i) The Loan is sanctioned to you for the purpose of purchase / ~~construction~~ / ~~extension~~ / ~~repairs/renovation of new/ second hand residential house~~ / flat / plot of land / purchase of consumer durables/furnishings/takeover of Home Loan (hereinafter referred to as the 'project') as described below:

H.No. 05, 6<sup>th</sup> floor, B' Wing, Imperial Heights,  
Oshiwara, Behind Goregaon Bus Depot, Goregaon  
(West)

(ii) Premium of Home Loan Insurance cover (Optional) - Rs. -

3. **Margin** : 20.80 % of the cost of the project

4. **Interest** : Interest will be charged at the rate mentioned below on daily outstanding debit balance in your account at monthly rests-

**(i) Rate :**

- Interest rate during the first year (till anniversary date of the customer loan) from the date of disbursement will be 8 p.a. (Fixed). Loan period will be calculated from the date of first disbursement.
- Interest rate during next two years will be 9 p.a. (Fixed)
- Interest rate after completion of three years will be as under:

Ashish

Chellani





**i) Floating Rate of Interest\* (\*strike off, if not applicable) :-**

Interest on the loan will be charged at 1.75 (here-in after referred to as **spread**) above/below State Bank Advance Rate (SBAR). The rate of interest will be subject to revision from time to time due to (i) changes in SBAR or (ii) *revision, if any, necessitated by policies of government of India/Reserve Bank of India.*

You shall be deemed to have notice of changes in the rate of interest in tandem with the changes in SBAR or change in interest rates of without change in SBAR if the interest rate are either displayed on the notice Board of the Branch or published in newspapers/Bank's website etc. or made through entries of the interest rate charged in the pass book / statement of accounts furnished to you and you are liable to pay interest at such revised rate from its effective date.

**Spread** mentioned above consists of the following components:

Component of interest rate spread	Amount	Validity period
Spread as per SBI Interest rate card	1.75 <del>4.5%</del>	Throughout loan tenor
Add Concession		
Add Special concession, if any		
Less Premium, if any		
<b>Net spread</b>	<b>1.75</b>	

**ii) Fixed Rate of Interest\* (\*Strike off, if not applicable):-**

0.50% below SBAR p.a. prevailing on the date of reset after initial 36 months. Thereafter, the fixed interest rate will be subject to **reset at the end of every five years**. Reset period will be calculated from the date of application of Fixed Rate of Interest.

Fixed Interest rate has been arrived at as under:-

Component of fixed interest Rate	Value	Validity period
Card rate		Till next reset date
Less Concession		
Less Special concession, if any		
Add Premium, if any		
<b>Effective rate</b>		Till next rest date

Fixed interest rate is also subject to force-majeure clause.

**(iii)**

- a. Concession for maintaining salary account\*-** Concession of \_\_\_\_% p.a. is included in the above mentioned interest rate on account of maintenance of your salary account with our Bank. This will be referred as Salary Account concession in this document. (**\*Strike Off, if not applicable**)
- b. Borrower's obligation for continuation of Salary Account concession –** In the circumstances like change of job etc., where in salary is not credited by your employer to your account maintained with us, you would be required to issue Standing Instructions to the salary account servicing bank to transfer entire salary credit to your account maintained with us for continuation of Salary Account concession mentioned above. For the limited purpose of continuation of concessions in interest rates, your account with us under this arrangement will be reckoned as *pseudo-salary account*.
- c. Withdrawal of Salary Account Concession –** In the event of discontinuation of salary account/pseudo-salary account with us, the Bank shall have the right to withdraw the Salary Account concession mentioned above, and the interest rate shall be revised accordingly.

- (iv)** SBI may at its discretion stipulate the periodicity of computation of interest. Further, SBI may at its sole discretion alter the rate of interest suitably and prospectively in the event of major volatility in interest rates during the period of the agreement. Thenceforth the rate of interest varied as aforesaid shall be applicable to the Loan. SBI shall be the sole judge to determine whether such conditions exist or not. If the Borrower is not agreeable to the revised interest rate so fixed, the Borrower shall request SBI, within 15 days of receipt of the notice intimating change in interest rates from SBI, in full and final settlement in accordance with the provisions of the Agreement relating to pre-closure

In the event of a default in payment or any irregularity in the account, the Bank reserves the right to levy a higher rate of interest as it deems fit.

*Admission*

*Chellam*

*Chellam*

*Admission*

5. **Repayment :**

The loan is to be repaid by you as strictly as per the undernoted schedule -

	No. of months	Amount
i) Moratorium \$ period (no of months)		As stipulated at para (13)
ii) Equated Monthly Installments (EMIs) at 8% p.a. interest rate.	12	Rs. 1 35 504 - -
iii) Equated Monthly Installments (EMIs) at 9% interest rate	24	Rs. 1 45 398 - -
iv) Equated Monthly Installments (EMIs) at interest rate mentioned at para 4(c) above**	204	Rs. 1 54 862 - -
iv) Lump sum repayment		Rs.
<b>Total period (i)+(ii)+(iii)+(iv)</b>	<b>240</b>	

\*\*EMI calculation is based on present SBAR and spreads mentioned above.

EMI payment shall begin from the next month after completion of moratorium period.

The Bank reserves the option to reduce or increase the EMI or extend the repayment period or both consequent upon revision in interest rate.

Your liability to the bank will be extinguished only when the outstanding in the loan account becomes Nil, on payment of residual amount, if any.

\$ Moratorium period is the period, starting from the date of first disbursement, during which repayment of principal and/or interest may not be stipulated. Please note that interest is applied to the account on the basis of balance outstanding in the account, during the moratorium period.

6. **Interest rate in case of default :**

Enhanced rate of interest @ 2% p.a. on the entire outstandings for the period of default over and above the applicable rate will be charged if the Equated Monthly Instalment (EMI) remains unpaid of a period of 30 days from the due date, for any reason, including a bounced cheque. Besides the Bank shall also charge a penalty, the rate of which shall be at the discretion of the Bank, for every bounced cheque for any reason whatsoever in addition to the enhanced rate of interest as applicable. (present rate - Rs.250/- for every bounced cheque)

7. **Pre-closure Charges:**

Loan on Fixed and Floating Rate of Interest:

Pre-closure charges of 2% of the amount prepaid in excess of normal EMI dues will be levied in case of pre-closer of loan within 3 years from the stipulated date of commencement of repayment. If the loan is pre-closed from own resources other than borrowing, for which proof is submitted to the satisfaction of the Bank, pre-closer charges shall not be levied irrespective of the period for which the loan account has run.

8. **Security :**

The loan will be secured by:

- a. Equitable /Registered Mortgage/~~extension of mortgage of the land and~~ building/flat situated at Gurgaon (West) in Imperial Heights, Oshiwara, House no.5, 6th floor, B wing for which the loan has been sanctioned, valued at Rs. 19598000/- belonging to Shri/Smt.Kum Aashish Kumar and Megha Chellani S/o / W/o / D/o \_\_\_\_\_ (Borrower(s)) in favour of the Bank.

- b. Equitable /Registered Mortgage/Extension of mortgage of the land and building/flat situated at \_\_\_\_\_, valued at Rs. \_\_\_\_\_ belonging to Shri/Smt.Kum \_\_\_\_\_ S/o / W/o / D/o \_\_\_\_\_ (Guarantor) and Shri/Smt.Kum \_\_\_\_\_ S/o / W/o / D/o \_\_\_\_\_ (Guarantor) in favour of the Bank.

*Aashish*

*Chellani*

- c. Third Party Guarantee of .....
- d. ....

9 **Utilisation of the loan :**

The amount of the loan shall be utilised strictly for the purpose detailed in your application and in the manner prescribed. The construction of the house/flat or the modification/extension proposed by you in the existing house/flat should be strictly according to the plan approved by the Local Authorities/Town Planning and Development Authorities. Any modification desired in the scheme as originally approved can be undertaken only after express sanction for it has been obtained in writing from the Bank.

10. **Insurance :**

The house/flat shall be insured comprehensively for the market value covering fire, flood etc. in the joint names of the Bank and the Borrower. Cost of the same shall be borne by you.

11. **Inspection :**

The Bank will have the right to inspect, at all reasonable times, your property by an officer of the bank or a qualified auditor or a technical expert as needed by the Bank and the cost thereof shall be borne by you.

12. **Legal expenses etc.**

All legal and other expenses, like solicitor's and lawyer's fees, Valuer's fees, insurance premia, stamp duty, registration charges and other incidental expenses incurred in connection with the loan should be borne by you. Periodic reassessment, if any, of the value of the property funded through this loan for the purpose of regulatory compliances shall be done at your cost.

13. **Pre-EMI interest :**

**Capitalization of pre-EMI interest\***

The Loan amount will be fixed suitably taking into account the approximate pre-EMI interest during the moratorium period, duly compounded at the applicable interest rates (worked out on the presumption that the loan is disbursed in lumpsum on the date of first disbursement). The computation of the total loan amount (i.e. actual loan + pre-EMI interest) will be subject to fulfillment of income criteria eligibility and also subject to fulfillment of income criteria eligibility and also subject to the extant instructions regarding Equated Monthly Instalment/Net Monthly Income. Please execute check-off authority with your employer/tender post-dated cheque towards the EMIs of the loan amount. After completion of the moratorium period, you will have an option to request to reset EMI based on the actual outstandings in the loan account after final disbursement, subject to submission of revised check-off authority or tendering post dated cheques towards the EMIs so arrived at.

**Servicing of pre EMI interest\***

Please tender post dated cheques drawn at monthly intervals for servicing of the amount of pre-EMI interest during the moratorium period.

(\*score off whichever is not applicable)

14. **Disbursement :**

The loan will be disbursed only on the following conditions:

- a) Title of the property proposed to be mortgaged is clear, absolute, unencumbered and marketable to the satisfaction of the Bank's solicitor/Advocate and a valid mortgage (equitable or registered if equitable mortgage is not possible) has been created in favour of the Bank.
- b) All the security documents prescribed have been executed by you/ co-applicant(s)/ guarantor(s).
  - i) Loan Agreement
  - ii) Affidavit
  - iii)
  - iv)

*Aashish*

*L. Hellam*



c) The loan will be disbursed as under : (applicable where loans for construction is desired or purchase is through payment in instalments)

	<u>Stage</u>	<u>Amount Rs.</u>
i) <u>As per the agreement dated 17/2/2010</u>	_____	_____
ii) _____	_____	_____
iii) _____	_____	_____

d) You will have to bring in proportionate margin at each stage of disbursement. Disbursement will be made in favour of the seller/builder from whom you are buying the property funded through this loan/in favour of the financial Institution from where your loan is being taken over.

15. The Bank reserves the right to collect any tax if levied by the State /Central Government and/or other Authorities in respect of this transaction.
16. The Bank reserves the absolute right to cancel the limits (either fully or partially) unconditionally without prior notice (a) in case the limits/part of the limits are not utilized by you, and/or (b) in case of deterioration in the loan accounts in any manner whatsoever, and/or (c) in case of non-compliance of terms and conditions of sanction.
17. The Bank shall have the authority to disclose/share your Credit information to/with Information Company formed under the Credit Information Company (Regulation), 2005, as to the loans granted to you and the nature of the securities given by you, the guarantees furnished to secure the said loans whether fund based or non-fund base, your creditworthiness and any other information which the RBI may consider necessary for inclusion in the Credit Information to be collected and maintained by Credit Information Companies, and the Bank shall not be liable in any manner to you for providing the information as aforesaid to the Information Company.
18. Please arrange to submit duly signed copy of this letter as a token of acceptance of the arrangement within \_\_\_\_\_ days from the date of this letter.

*Handwritten signatures and initials on the left margin.*

आपका विश्वासुक्त  
Yours Faithfully  
For STATE BANK OF INDIA

*Signature of Shakar*

आपका विश्वासुक्त, ए. ए. ए. ए. ए.  
Asst. General Manager/Chief Manager/Branch Manager.

Received the original, I/We undersigned agree to the terms and conditions as set out in this letter.

I/We wish to avail\*/do not wish to avail\* loan for funding of premium of Home Loan Insurance cover. (\*strike off whichever is not applicable)

*Signature of Borrower(s)*

*Signature of Guarantor(s)*

Borrower(s)

Date & Place: 31/3/2010, RACPC Mumbai

Terms and conditions of the loan are accepted by me/us as a guarantor(s)

Guarantor(s)

Date & Place:

*Handwritten mark*

**Annexure : 'B'**

**(MEMORANDUM OF LOAN AGREEMENT FOR SBI ADVANTAGE HOME LOAN)**

Place : RACPC, Mumbai  
Date : 31/3/10

The \_\_\_\_\_  
**STATE BANK OF INDIA**  
\_\_\_\_\_ **BRANCH**  
\_\_\_\_\_

Dear Sirs,

Whereas, the State Bank of India, a body corporate constituted under State Bank of India Act, 1955, having its Corporate Centre at Madame Cama Road, Nariman Point, MUMBAI 400005, having one of its Branch Offices at \_\_\_\_\_ (hereinafter called the "Bank" which expression shall include its successors and assigns) having, at my/our request

Shri/Smt Aashish Kumar Son/Daughter /Wife  
of Shri \_\_\_\_\_ at present aged around \_\_\_\_\_

26 and residing at A/404, Jerome Apt., Kelina, Santacruz

and Shri/Smt Megha Chellani Son/Daughter /Wife  
of Shri \_\_\_\_\_ at present aged around \_\_\_\_\_

and residing at A/404, Jerome Apt., Kelina, Santacruz

*Aashish*  
*Chellani*

*Aashish*

*Chellani*

AXIS BANK LTD.  
Fortune 2000 Building,  
Bandra Kurla Complex,  
Mumbai 400 051.  
D-3/37 (IV) C, E-10, MIDC, Phase II,  
K/2006  
INDIA  
125457  
R 0000100/-PB5414  
15:32  
MAR 31 2010  
SPECIAL ADHESIVE  
MAHARASHTRA



(hereinafter, called "the Borrower" which expression shall include his/her respective heirs, executors, administrators and assigns) granted me/us a \*Home Loan limit of Rs. 1,62,00,000/- (Rupees One Crore sixty two lakhs only, ) for purchase/construction of a flat/ house /plot of land or for extension/ repairs/ renovations of an existing house/flat/purchase of consumer durables and furnishings /funding of Home Loan insurance cover (hereinafter referred to as the 'project') situated at Imperial Heights, Oshiwara, H.No-5, 6<sup>th</sup> floor, B wing, Behind Gokulgas Bus Depot, Gurgaon (West).  
 (\*Delete whichever is not applicable)

2. In consideration of the grant of the said advance and continuance of the said facility for such time as the Bank may deem fit, I/we "Borrower(s)" do hereby irrevocably and unconditionally agree and undertake, so as to bind myself/ourselves, my/our heirs, executors, administrators, estates assigns and effects as follows, viz;

(a) The disbursement of the amount of the loan shall be at the Bank absolute discretion and shall be co-related to the actual progress in the construction of the project. Such disbursement shall be made by means of Banker's cheques drawn in favour of the Builders/promoters duly authorised or to engineer/architect/contractor or to suppliers of goods and services when the construction is undertaken by the Borrower and instruct you to make payment for the purpose of the 'project'. The Bank may, at your discretion and at my/our request credit a part of the loan amount to my/our Current/ Saving Bank Account (maintained in single or joint names) to enable me/us to make payments to suppliers of goods and services. I/we shall submit to the Bank, within a reasonable time, satisfactory proof of the proper utilisation of the amount of the loan, such as Architect's certificate, certifying the value of the work carried out, Contractor's bills, stamped receipts, sale agreement for house / flat. If considered necessary by the Bank, I/we shall produce, at my/our cost, photographs showing the progress of construction work carried out by me/us, which photographs besides showing portion of the neighbouring properties, shall be certified by persons whose certificates are acceptable to the Bank.

(b) I/We shall repay the amount of the loan as per the terms stipulated in the arrangement /sanction letter dated 27/3/2010 duly accepted by me/us, which forms part of this Agreement in equated monthly instalments of Rs. \_\_\_\_\_ each till the entire loan with interest is fully repaid. This equated monthly instalment also includes interest component. The Bank shall levy pre-closer charges of 2% of the amount prepaid in excess of normal EMI dues in case of pre-closer of loan within 3 years from the stipulated date of commencement of repayment. If the loan is pre-closed from own resources other than borrowing, for which proof is submitted to the satisfaction of the Bank, pre-closer charges shall not be levied irrespective of the period for which the loan account has run.

- Interest rate during the first year (till anniversary date of the loan) from the date of disbursement is Fixed at 8 p.a.
- Interest rate during next two years is Fixed at 9 p.a.
- Interest rate after three years will be

Loan on Fixed Interest basis. (*delete if not applicable)	Interest on the amount of the loan will be fixed at the rate of 1% below SBAR prevailing on the date of reset. The rate will be fixed for Five year from the date of reset, and shall be subject to force-majeure clause. Interest rate will be reset thereafter at a frequency of Five years. Interest will be calculated at this rate on <i>daily reducing balance</i> with <i>monthly rests</i> . Bank may at its discretion stipulate the periodicity of computation of interest. Further, Bank may at its sole discretion alter the rate of interest suitably and prospectively in the event of major volatility in the interest rates or dues to any reason whatsoever during the period of the agreement. Thenceforth the rate of interest varied as aforesaid shall be applicable to the Loan. Bank shall be the sole judge to determine whether such conditions exist or not. If we are not agreeable to the revised interest rates so fixed, I/we shall request the Bank, within 15 days of receipt of the notice intimating change in interest rates from Bank, to terminate the Loan and shall repay the Loan and any other amount due to Bank in full and final settlement in accordance with the provisions of this Agreement relating to prepayment.
--	---

*Chellam*

*Prashant*

*Prashant*

*Chellam*



Loan on Floating interest rate basis  
(\*delete if not applicable)

Interest on the amount of the loan will be applied at the rate of 17.5 % above/below State Bank Advance Rate hereinafter referred to as SBAR which presently 11.75 % p.a. Floating interest will rise and fall with the SBAR. Interest will be calculated on the daily balance of the loan amount and applied at monthly resets. Provided that the Bank shall at any time and from time to time be entitled to change the rate of interest depending on changes in SBAR. Notwithstanding the above the Bank is also entitled to revise the rate of interest, at its sole discretion, even if there is no change in SBAR and such revised rate of interest shall always be construed as agreed to be paid by the borrower(s) and hereby secured. Borrowers shall be deemed to have notice of change in the rate of interest whenever the changes in SBAR or increase in interest rate without any change in SBAR are either displayed/ notified at/by the branch or published in newspaper or made through entry of interest charged in the passbook/statement of accounts sent to the Borrower(s).

\$ Salary account concession  
(\*delete, if not applicable)

I/We declare and confirm that in the circumstances like change in job etc., wherein the salary is not credited by my/our employer to account maintained with the Bank, I/We undertake to advise such development to the Bank, further I/We would issue standing instructions to the salary account servicing bank to transfer entire salary credit to my/our account maintained by the Bank for continuation of Salary Account Concession as mentioned above and for the limited purpose of continuation of concessions in interest rates, my/our account with the Bank under the arrangement will be reckoned as pseudo-salary account.

I/We further agree and confirm that in the event of discontinuation of my/our salary account/pseudo-salary account with the Bank, the Bank shall have the right to withdraw the salary account concession and the Bank shall have the right to revise the interest rate accordingly and I/We will not raise any objection/dispute to the said action of the Bank".

Without prejudice to the Bank's other rights and remedies, the Bank shall be entitled to charge at its own discretion enhanced rates of interest on the outstanding in the loan account(s) or a portion thereof or for any default or irregularity on my/our part which in the opinion of the Bank warrants charging of such enhanced rates of interest for such period as the Bank may deem fit. The Equated Monthly Instalments will have to be paid till the entire loan and the interest is fully repaid. Further, the amount of Equated Monthly Instalment may change/increase as may be decided by the Bank.

**Interest rate in case of default - Enhanced rate of interest @ 2% p.a. on the entire outstandings for the period of default over and above the applicable rate will be charged if the Equated Monthly Instalment (EMI) remains unpaid of a period of 30 days from the due date, for any reason, including a bounced cheque. Besides the Bank shall also charge a penalty, the rate of which shall be at the discretion of the Bank, for every bounced cheque for any reason whatsoever in addition to the enhanced rate of interest as applicable. (present rate - Rs.250/- for every bounced cheque**

(c) If the loan amount has been utilized by me/us for purchase of ready built house/ flat, I/we shall pay the first such monthly instalment following the month in which the loan amount is disbursed to me/us. The subsequent monthly instalments shall be paid before the last day of each subsequent month. If the loan amount has been utilized for construction of /additions to house/flat, I/we may be permitted to pay the first such monthly instalment till 2 months after the month in which the house /flat has been completed or on the expiry of 18 months from the date of disbursement of the first instalment, whichever may be earlier. The subsequent monthly instalments will be paid before the expiry of the each subsequent month.

*Aashish*

*Shelam*



## (d) Pre-EMI interest:

(i) \*I/We have opted for servicing of Pre-EMI interest and have already delivered or hereby undertake to deliver post dated cheques drawn at monthly intervals for servicing of the amounts of Pre-EMI interest during the moratorium period.

(ii) \*I/We have opted for capitalizing the Pre-EMI interest and agree that loan amount will be fixed suitably taking into account approximate Pre-EMI interest during the moratorium period as detailed in paragraph pertaining to the Pre-EMI interest in the Arrangement letter dated 27 I/We hereby unconditionally agree to execute necessary authority in favour of my/our employer or tender post-dated cheque towards EMI's of the loan amount. If necessary I/We would request for resetting of EMI's based on the actual outstandings in the loan account after final disbursement.

(\*score off whichever is not applicable)

(e) I/We declare and confirm that the amount of the loan or the balance then outstanding shall become payable at once in case of my death or death of any one of us. In case of death, the Bank may, at its discretion continue the loan provided sufficient collateral security is furnished by my/our legal heirs/surviving Borrowers or some satisfactory arrangement for repayment acceptable to the Bank has been made by my legal heirs/Surviving Borrowers.

(f) I/We shall arrange for the payment of Equated Monthly Instalment from my/our monthly salary or in whatever manner deemed fit \*or by debit on the due dates, from the Current/ Savings Bank Account with Branch / or any other Branch where I/we may hold the account singly or jointly, and to appropriate the same in repayment of the said loan and interest..

I/we shall execute in favour of the Bank, a letter of authority, addressed to my/our employer(s) to recover and pay to the Bank the Equated Monthly Instalment from my/our salary every month\*.

\*Delete if not appropriate.

(g) On demand I/We agrees to deliver to the Bank post-dated cheques for the monthly instalments and the Borrower warrants that the cheques will be honoured on the first presentation. Any non-presentation of a cheque due to any reason will not affect my/our liability to pay the monthly instalments or any other sum. I/We agrees to forthwith replace the cheques/issue fresh cheques, if required by the Bank. I/We shall not be entitled to call upon the Bank to refrain from presenting any cheque for payment and if I/We do so, the Bank shall nevertheless be entitled to present the cheque for payment and in the event of dishonour the provisions under the Negotiable Instruments Act, shall apply. I/We also agree to pay a penalty as stipulated by the Bank from time to time, for every bounced cheque for any reason whatsoever in addition to the enhanced rate of interest as applicable.

(h) I/We declare and confirm that on my/our retirement, the outstanding amount of the loan sanctioned to me/us will become repayable at once. The Bank may, at its discretion continue the loan provided satisfactory arrangement for repayment, acceptable to the Bank has been made by me/us.

(i) In the event of cessation of my/our business/ service with my/our employers by way of resignation or otherwise (except as a result of death or retirement), I/we undertake to repay to the Bank forthwith on demand the balance principal amount of the loan or the balances then outstanding whichever is higher.

(j) In the event of my /our ceasing to be in business / service of my/our employer whether by retirement, resignation, death or by operation of law or for any other reason or cause whatsoever and howsoever you shall be entitled, at your discretion, to write to my/our employers to appropriate and set-off (i) any amount which may then be payable by my/our employers to me/us whether by way of salary, allowances, bonus, other remuneration or any payment (whether ex-gratia or otherwise) whatsoever and (ii) any amount that may be standing to the credit of any account which I/we may have with my/our employers or with you either singly or jointly towards repayment of the balance that may be then remaining due and payable by me/us in my/our said loan account together with interest thereon at the applicable rates upto the date of such repayment. Any such appropriation made by you or my/our employers shall be conclusive and binding on me/us and my/our estate both in and out of court. In any event my/our liability to make repayment of the entire dues immediately shall remain valid till the entire amount with applicable interest as up to the date of payment has been realised by you whether by way of recovery from my /our employer or otherwise.

*Aashish*

*Chellam*





(k) I/we will not sell, assign, mortgage, charge or in any way encumber or alienate the said flat/ house/land or any part thereof /consumer durables/furnishings so long as I/We am/are indebted to the Bank in the said loan account, without prior permission of the Bank in writing. I/we undertake to give prior intimation to you before letting out/giving on leave and Licence the said flat/house. In the event of my/our account becoming irregular, NPA the Bank is at liberty to take vacant possession of building/flat/house (premises) from me/us, and hire the said premises at market rent for its commercial or residential purpose as the case may be and adjust the proceeds of the hire charges towards outstanding of my/our loan account.

(l) The Loan shall be secured by a valid equitable/legal mortgage of the land/house/flat purchase/constructed by me/us for which the loan facility is provided by executing/registering such documents in such form as may be decided by the Bank. I/We shall, if required by the Bank, give such further security as acceptable to the Bank forthwith on demand by the Bank. In case it is not possible to create security by way of mortgage as aforesaid I/We shall forthwith on demand arrange for other collateral securities by way of pledge/hypothecation, such as Bank's Fixed Deposits, National Saving Certificates, Kisan Vikas Patra, Life Insurance Policies, promissory notes issued by any Government, shares or debentures of the companies, sufficient quantity of gold or gold ornaments or other articles or things acceptable to the Bank as security for the loan.

*The loan shall also be secured by the guarantee of a person acceptable to the Bank and good for the loan amount involved and if need be, by mortgage of the guarantor's property also or pledge/ assignment/hypothecation of other securities acceptable to the Bank, if need be.\*\**

(\*\*Applicable in case where Guarantee/Charge on Guarantor's assets is stipulated in the Loan Arrangement letter.)

(m) I/we shall obtain at my/our cost and produce for the satisfaction of the Bank a certificate from the Advocate/ Solicitors approved by the Bank certifying that I/we will have clear and marketable title to the land / house/ flat proposed to be purchased by me/us and agree that the Bank shall be entitled not to disburse any amount of the loan until such certificates has been produced by me/us.

(n) I/We shall maintain the flat/ house in good tenable repair and condition at my/our cost at all times so long as I/we am/are indebted to the Bank and that I/we shall ensure that the Bank's security is not in any way jeopardized. I/we shall duly and punctually pay the charges, if any, payable to the Co-operative Society/condominium association and also all the municipal taxes, charges, rates, cesses etc; from time to time payable by me/us in respect of the flat/ house/ land. The Bank shall be at liberty to inspect the flat/ house/ land at any reasonable hours of the day, and I/we shall furnish all such informations/particulars whatsoever as and when called upon to do so by the Bank. I/We shall provide the required no-objection consent for creating a charge on the property secured for the Loan, from the Society/condominium or any other permissions by any authority necessary for creating the security in favour of the Bank.

(o) I/we shall at my/our cost insure and keep insured in the joint names of myself/ourselves and the Bank my/our house/ flat at all times against fire, flood, cyclone, typhoon, lightning, explosion, riot, strike, earthquake risks and other acts of God and for such other risks for its full market value as desired by the Bank from time to time and shall endeavour to get the building in which my/our flat is situated insured against fire, flood, cyclone, typhoon, lightning explosion, riot, strike, earthquake, risks and other acts of God at all times by the Co-operative Housing Society/ Apartment Owner/ Association or any other body under whose control the building is vested. I/we shall deliver the copies of the insurance policies, cover notes, premium receipts, etc. to the Bank. If I/we fail to effect such insurance the Bank will be at liberty but not obliged to ensure the said house / flat against fire, flood, cyclone, typhoon, lightning, explosion, riot, strike, earthquake risks and other acts of God and debit the premium and other charges to any of my/our accounts with the Bank. I/We expressly agree and declare that the Bank shall be entitled to adjust, settle, compromise or refer to arbitration any dispute between the insurance company and the insured arising from or under or in connection with any such policy or policies of insurance and such adjustment, settlement compromise or any award made on such reference to arbitration shall be valid and binding on me/us. I/we further agree that the Bank shall have right to receive all moneys payable under any such policy or under any claim made there under and to give a valid receipt therefore and that the amount so received shall be credited to my/our loan account and I/we will not be entitled to raise any question that a larger sum might or ought to have been received or to dispute my/our liability for the balance remaining due on such account after such credit.

*Adhish*

*Shelam*



(p) I/We agree and declare that notwithstanding anything contained herein or in any other security documents the entire amount of the loan or the balances then due shall, if so decided by the Bank, become forthwith due and payable by me/us to the Bank, upon the happening of any of the following events and the Bank shall be entitled to enforce its dues and security.

- (i) any instalment of the principal remaining unpaid for a period exceeding one month after the due date for payment thereof has expired.
- (ii) Any interest including penal interest remaining unpaid and in arrears for a period of one month after the same has become due whether demanded or not.
- (iii) Any breach or default in the performance or observance of any of the covenants contained in these presents and /or the security documents or any other term or condition relating to the term loans;
- (iv) Entering into any arrangement or composition with my/our creditors or committing any act of insolvency;
- (v) Any execution or distress being enforced or levied against the whole or any part of my/our property;
- (vi) A receiver being appointed in respect of the whole or any part of my/our property;
- (vii) The occurrence of any circumstances which is prejudice, impair, imperil or depreciate the security given to the Bank; and
- (viii) The occurrence of any events or circumstances which prejudicially or adversely affect in any manner my/our capacity to repay the amount due under the loan.

On the question whether any of the above event/s has/have happened, the decision of the Bank shall be conclusive and binding on me/us.

Provided always that the Bank may in its discretion refrain from forthwith enforcing its rights under this Agreement in spite of the happening of the contingencies aforesaid and provided further that the failure or delay by the Bank in exercising any right, power or privilege hereunder or under any of the security documents shall not impair/extinguish the same or operate as waiver of the same nor shall nay single or partial exercise of any right, power or privilege. The rights and remedies herein and in the security documents are cumulative and not exclusive of any rights and remedies provided by the law.

(q) I/We also agree that the Bank shall also be entitled to transfer loan account to any or the branches of the Bank after giving due notice to me/us.

(r) I/we shall abide by the terms and conditions of the sanction of the loan to me/us as mentioned in the arrangement letter/sanction letter which forms part of this Agreement and also to the rules for such loans which are now in force and also those which may be altered, revised, amended, added from time to time by the Bank/ The Reserve Bank of India / Central Government/ State Government.

(s) The undertakings, authority and agreements herein contained shall be irrevocable so long as I/we continue to be liable to the Bank in the said loan account.

(t) I/We hereby further agree that as precondition of the loan advances given to me /us by the Bank that in case of default in repayment of the loan/ advances or in the repayment of the interest thereon or any of the agreed installment of the loan on due date/s, the Bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish my/our name/s as defaulter in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.

(u) I/We hereby further agree that the Bank is at liberty to disclose/share my/our Credit information to/with Information Company formed under the Credit Information Company (Regulation) 2005, as to the loans granted to me/us and the nature of the securities given by me/us, the guarantees furnished to secure the said loans whether fund based or non-fund based, my/our creditworthiness and any other manner which the RBI may consider necessary for inclusion in the Credit Information to be collected and maintained by Credit Information Companies and the Bank is not liable in any manner to me/us for providing the information as aforesaid to the Information Company.

*Aashish*

*Shelam*



*Chellani*

(v) I/We agree that the Bank has absolute right to assign this agreement in favour of any person including securitization company or reconstruction company under the SARFAESI Act and on such assignment, I/We will be liable to such assignee as if assignee is the Bank/lender and assignee will have all rights against me/us and as well as overall properties either given as security or otherwise to recover all debts/liabilities payable by me/us under this agreement.

*Aashish*

(w) Notwithstanding anything contained hereinabove, I/We confirm having agreed that the Bank reserves the absolute right to cancel the limits (either fully or partially) unconditionally without prior notice (a) in case the limits/part of the limits are not utilized by us, and/or (b) in case of deterioration in the loan accounts in any manner whatsoever, and/or (c) in case of non-compliance of terms and conditions of sanction.

(x) I/we declare that I/we have understood all the terms and conditions for the sanction of this loan and agree to abide by the same and also by the rules and regulations which may be issued by the Bank in future from time to time and in the event of my/our failing to do so, the Bank will have a right to recall the advance without prejudice to the Bank's right to take such appropriate action as the Bank may deem it fit and proper.

Signed and delivered by :

Shri/Smt/Kum AASHISH KUMAR  
(Borrower)

*Aashish*  
(signature)

Shri/Smt/Kum MEGHA CHELLANI  
(Borrower)

*Chellani*  
(Signature)

Signed and delivered for and on behalf of

State Bank of India by

Shri/Smt \_\_\_\_\_

(Dy. General Manager/Assistant Manager/Chief  
For STATE BANK OF INDIA  
Manager/Branch Manager \_\_\_\_\_

(Signature)

Branch, an authorized officer of State Bank of India  
Aast. Gen. Manager, RACPC

Witness

*C.S. Kakodkar*  
RACPC Mumbai  
C.S. Kakodkar  
Assistant Manager

Witness

*[Signature]*  
RACPC Mumbai

p.t.o.



**CONSENT CLAUSE**

**ANNEXURE : "I"  
BY BORROWER/S**

I/We, understand that as a pre-condition, relating to grant of the loans/ advances/ other non-fund-based credit facilities to me/us, the \_\_\_\_\_ Bank, requires my/our consent for the disclosure by the Bank of, information and data relating to me/us, of the credit facility availed of/ to be availed, by me/us obligations assumed/to be assumed, <sup>by me/us</sup> by me/us, in relation thereto and default, if any, committed by me/us, in discharge thereof.

2. Accordingly, I/we, hereby agree and give consent for the disclosure by the

\* \_\_\_\_\_  
\_\_\_\_\_ Bank of all or any such;

- (a) information and data relating to me/us;
- (b) the information or data relating to any credit facility availed of/to be availed, by me/us, and
- (c) default, if any, committed by me/us, in discharge of my/our such obligation as the \_\_\_\_\_ Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd., and any other agency authorized in this behalf by RBI.

3. I/We, declare that the information and data furnished by me/us to the \_\_\_\_\_ Bank are true and correct.

4. I/We, undertake that:

- (a) the Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
- (b) the Credit Information Bureau (India) Ltd. and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Bank/ financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

Names of Borrower/s	Signature(s) of Borrower/s
AASHISH KUMAR	<i>Aashish</i>
MEGHA CHELLANI	<i>Chellani</i>

Place : RACPC, Mumbai

Date : 31/3/2010

*Chellani*  
*Aashish*

Annexure - B

The Asst. General Manager  
State Bank of India  
RACPC, Mumbai

Date - 31/3/2010

Dear sir,

**MEMORANDUM OF LOAN AGREEMENT FOR HOME LOAN**

We refer to the Loan Agreement executed by me / us on 31/3/2010 for the amount of Rs. 1,62,00,000/- containing the terms and conditions, in this connection, I / We furnish the following undertaking.

"In the event of my / our account becoming irregular, NPA the Bank is at liberty to Possession of building / flat / house (premises) from me / us, and hire the said premises at market rate for its commercial or residential purpose as the case may be and adjust the proceeds of the hire towards outstanding of my / our loan account."

AXIS BANK LTD.  
Fortune 2000 Building,  
Bandra Kurla Complex,  
Mumbai-400 051  
D.V.S.P. (V.H.C.) R. 1044/03/06/71/  
V4/2008

Yours faithfully,

*Asish*

*Chellani*  
Borrower/s

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R. 0000100/-P85414  
MAR 31 2010  
15:31

*Chellani*  
*Asish*

**UNDERTAKING**

To,  
The Branch Manager,  
**STATE BANK OF INDIA,**  
\_\_\_\_\_ Branch,  
\_\_\_\_\_  
\_\_\_\_\_

*[Signature]*  
AXIS BANK LTD.  
Fortune 2000 Building,  
Bandra Kurla Complex,  
Mumbai-400 051.  
D/S/STR/WOR: 1044/03/06/71/  
742998

*Aashish Chellani*  
*Aashish*

I/We Aashish Kumar and Megha Chellani  
an adult(s), Indian Inhabitant(s), residing at A/404, Jerome  
Apartment, Khar, Santa Cruz

do hereby solemnly declare and state

1. I/We am/are the purchaser and hence the lawful owner/s of the Flat  
No. 5, 6<sup>th</sup> floor, B wing, Imperial knights,  
Oshwara, Behind Gogyes Bus Depot, Gogyes (W)

*Aashish Chellani*

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74946

(hereinafter called "the said Flat") make this Undertaking as follows:

2. I/We say that by execution of Agreement dated 17/2/2010 with vijay Associates (Pudhwa) Construction Pvt Ltd. I/we have purchased the said Flat.
3. I/We say that I/we am/are thus the Owner/s, Possessor/s and Occupier/s of and entitled to the said Flat.
4. I/We say that I/we have approached State Bank of India, \_\_\_\_\_ Branch, \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as "the said Bank") for grant of **Housing Loan /Mortgage Loan** of Rs. 1,62,00,000/- (Rupees One crore sixty two lacs only.).
5. I/We say that one of the documents which is required to be deposited with the said Bank is the Share Certificate issued to me/us by the Society, which is not yet formed.
6. I/We hereby agree and undertake to deposit the Share Certificate relating the said Flat in question when issued by the Society upon its registration.
7. I/We hereby agree and undertake to deposit with the Bank the Certificate Copy of Deed of Conveyance as and when the said property is conveyed to the proposed Co-operative Housing Society.

SCHEDULE 'A' AS ON PAGE NO. \_\_\_\_\_ of Agreement to Sale.

SCHEDULE 'B' AS ON PAGE NO. \_\_\_\_\_ of Agreement to Sale.

*Aashish* *Chellam*

**DEED OF UNDERTAKING**

This DEED OF UNDERTAKING made on 31/3/2010 by  
Shri/Smt Aashish Kumar Age 26  
years, Occupation Service and Shri/Smt Megha  
Chellani Age 25 years, Occupation Service  
residing at A/404, Jeevan Apts, Kalina, Santacruz  
\_\_\_\_\_ respectively hereinafter referred to as mortgagor.

IN FAVOUR OF STATE Bank OF India, \_\_\_\_\_,  
MUMBAI a Banking Corporation and constituted under the State Bank  
of India Act, 1955, having its head office at Madam Cama Road,  
Bombay and One of its branches at various places including at and  
known as \_\_\_\_\_, MUMBAI/THANE BRANCH  
hereinafter referred to as the "Bank" (which expression shall mean and  
include its successors and assigns).

WHEREAS, the mortgagor has entered into an Agreement to Sale with  
Vijay Associates (India) Constructions  
Pvt Ltd. and thereby agreed to  
purchase flat No. 5 admeasuring 1390 sq.mtrs. on  
6<sup>th</sup> floor of the building being constructed at plot  
\_\_\_\_\_ Survey No. \_\_\_\_\_ at Imperial Heights, Old  
Lorance (West). The said  
Agreement is registered in the office of Sub-Registrar  
Borivali at Sr. No. 1855 on 23/2/2010

AND WHEREAS, the Bank has sanctioned a Housing Loan of Rs.  
1,12,00,000/- (Rupees One crore sixty two lacs  
only) to the mortgagor for the purpose of purchase  
flat. The mortgagor has agreed to repay the said loan in 180  
equal monthly installments of Rs. \_\_\_\_\_ each

interest @ \_\_\_\_\_ percent per annum with monthly rests.  
Interest for First 12 Month @ 8 % Fix  
Interest For Next 24 Month @ 9 % Fix  
Interest For Next 144 Month @ 1.75 % Below  
SEAR Which is at Present 11.75 %

Aashish  
Chellani

AXIS BANK LTD.  
Fortune 2000 Building,  
Bandra Kurla Complex,  
Mumbai-400 051.  
D-5/ST/1044/03/06/71  
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MAHARASHTRA

Chellani  
Aashish



AND WHEREAS the mortgagor is presently working in  
Air India Ltd., Old Airport, Santacruz (East)

In case the mortgagor leaves the job and /or voluntarily retires from the said job prior to his age of retirement, which is popularly known as 'premature voluntary retirement' or retires after the age of super annuation, the security of the Bank regarding repayment of loan will be jeopardized.

AND WHEREAS the Bank has therefore called upon the mortgagor to execute this Deed of Undertaking.

NOW THIS DEED OF UNDERTAKING WITNESSETH AND IT IS HEREBY AGREED, CONFIRMED, AFFIRMED AND COVENANTED BY THE MORTGAGOR THAT:-

- 1) In case the mortgagor retires or leaves the present job or takes premature voluntary retirement from the present job, the mortgagor undertakes to deposit with the Bank the amount received by him from his present employer towards provident fund, gratuity and other benefits for the fixed term equivalent to the remaining period of installments of the abovesaid loan obtained by him from the Bank. The Bank shall continue to hold the said amounts in deposit till the entire loan is repaid.
- 2) Further covenants that the Bank shall be entitled to adjust the interest accrued upon the said deposit towards the monthly installment of the loan of the mortgagor obtained by the Bank.
- 3) The mortgagor further undertakes that during the pendency of the said loan facility, the mortgagor shall not withdraw the said amounts of fixed deposit before maturity nor claim any interest on the said amount till the repayment of entire loan,

IN WITNESS WHEREOF the mortgagor has set his/her hands to this undertaking the day, month and the year hereinabove written.

WITNESS:

Sign, Name, Address

*[Signature]*  
 J.J. Khodke

*[Signature]*

*[Signature]*



भारतीय स्टेट बैंक  
भारतीय स्टेट बैंक  
STATE BANK OF INDIA

fil no - 21018  
DEC - 115  
TDS - 25

फुटकर आस्ति केंद्रिय प्रक्रिया केंद्र  
स्थानीय प्रधान कार्यालय  
पहिली मंजिल विंग सी - ६ जी-ब्लॉक  
बान्द्रा कुर्ता कॉम्प्लेक्स  
बान्द्रा (पूर्व), मुंबई - ४०० ०५१.

फुटकर आस्ति केंद्रिय प्रक्रिया केंद्र  
स्थानीय प्रधान कार्यालय  
१ सा मजला, विंग सी-६, जी-ब्लॉक  
बान्द्रा-कुर्ता कॉम्प्लेक्स,  
बांद्रे (पूर्व), मुंबई - ४०० ०५१.

Retail Assets Centralised Processing Centre  
Local Head Office, 1st Floor, "A" Wing,  
C-6, G-Block, Bandra-Kurla Complex  
दूरधनी/Telephone : 26445145,  
26445146, 264465145  
टेलीफैक्स/Telefax : 022-26445145

जा. क्रमांक/No.

तारीख/दिनांक/Date

To,  
The Secretary / Chairman / Manager

Vijay Associates (Pvt) Ltd  
Pillar made road, Opp Kurla main  
Bandra Kurla complex, Bandra East  
Mumbai - 400051

Date : 22/12/10

Dear Sir,

**Housing Loan : Registration of charge on the Property of**

With reference to your allotments letter No./Noc Letter \_\_\_\_\_  
Dated 25/1/2010 we have to advice that housing loan of Rs. 162,00,000/-  
has been Sanctioned on 29/3/2010. You are Requested herewith kindly to register  
our charge on the flat allotted to Mr. Dr. V. S. Kulkarni

The details of the property are as under :  
B-06-05, Jayramji, B. S. Kulkarni, Bandra East  
Co-operative, Mumbai - 400051

Please confirm to us having registered our charge in your registers. Please send the  
duplicate copy of this letter duly acknowledge with a charge on the property.

We confirm having noted the charge of State Bank of India, R.A.C.P.C. Branch on  
the captioned flat.

Yours Faithfully

*[Signature]*

CHIEF MANAGER

Society's Stamp / Sign. of authorised person

**MEMORANDUM OF DEPOSIT (BORROWER'S PROPERTY AT HOME BRANCH/RACPC)**(Approved by Corporate Centre, Mumbai vide Memo Number No. CC/LAW/SKS/392 dated 2<sup>nd</sup> April 2005)Shri/Smt. Aashish kumar s/w/d

Shri \_\_\_\_\_ &amp;

Shri/Smt. Megha chellani s/w/d

Shri \_\_\_\_\_

attended State Bank of India RACPC, MUMBAI on the 31<sup>st</sup> day of March2000 and met Shri C. S. Kekodkar Asst Manager

(Name &amp; Designation) and deposited in the presence of Shri

J. I. Khode Dy Manager (Name & Designation)

&amp; Shri \_\_\_\_\_ (Name &amp; Designation)

the documents of title more particularly described in Schedule I hereunder

written in respect of the property more particularly described in Schedule II

hereunder written an intent to create a first charge by way of equitable

mortgage in favour of the Bank as continuing security for the payment of all

moneys at any time due and payable by him/her to the Bank in respect of theterm loan/advance of Rs. 1,62,00,000/- (Rupees One crore sixtytwo lakhs only) granted to him/her under the **Housing loan** scheme

together with interest, costs, charges and expenses.

Shri/Smt. Aashish kumar s/w/d

Shri \_\_\_\_\_

Shri/Smt. Megha chellani s/w/d

Shri \_\_\_\_\_

also acknowledged that the maximum amount intended to be secured by the

said mortgage created on 31<sup>st</sup> day of March 2000 for the purpose of

Section 79 of the Transfer of Property Act, 1982 is Rs. \_\_\_\_\_ (Rupees

\_\_\_\_\_ ) without prejudice to

liability to the Bank for repayment of all moneys dues payable by him/her

respect of term loan of Rs. 1,62,00,000/- (Rupees One croresixty two lakhs only) together with interest, costs, charges and expenses

AXIS BANK LTD.  
Fortune 2000 Building,  
Bandra Kurla Complex,  
Mumbai-400 951.  
D-5/ST/PL/22, R-1044/03/06/71/  
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While making the delivery of the said title deeds detailed in Schedule I hereunder written he also stated that there are no outstanding claims, attachments, notices in respect of any dues against the said property. He/She also confirmed that there are no encumbrances against the said property except those specifically disclosed to the Bank and the title deeds detailed in Schedule I hereunder written are the only documents of the in his/her possession in respect of the immovable property more particularly described in Schedule I hereunder written.

### SCHEDULE - I

List of documents of title

- 1) original article of agreement dated 17/2/2010 between vijay Associates (Wadhawa) construction Pvt Ltd and Anshu Kumar & Megha Chellani
- 2) Registration and stamp duty payment receipts.
- 3) Index II
- 4) NOC from builder
- 5) Payment receipt.

### SCHEDULE - II

H.NO. 5, 6<sup>th</sup> floor, B wing, Imperial Heights,  
Oshiwara, Behind Goregaon Bus Depot, Goregaon (W).

(Give full description of the property mortgaged)

Place : BKC, MUMBAI

1. Chief Manager/Asstt. General Manager

Date : 31/3/2010

Shri C.S. Kakodkar  
Assistant Manager

**Witness**

C. Kakodkar  
RACPC Mumbai

Shri S. J. Khode  
For STATE BANK OF INDIA

**Witness**

[Signature]  
RACPC Mumbai

(Signature of the other Officer(s) who were present)  
RACPC, MUMBAI  
Asst. Gen. Manager, RACPC

**ANNEXURE-'A'**  
(Covering letter for the Affidavit)

The Branch Manager,  
State Bank of India,  
RACP/  
\_\_\_\_\_ MUMBAI/THANE Branch.

Dear Sir,

**Affidavit of Declaration and Indemnity**

Please find enclosed an affidavit in respect of the Home Loan of Rs. 1,62,00,000/-  
Availed by me/us.

  
  
Signature(s) of Borrower(s)

Place: RACP, Mumbai

Date: 31/3/2010

ANNEXURE 'B'

(To be stamped as an Affidavit & Indemnity as per applicable State Stamp Act)

AFFIDAVIT

I/We Aashish Kumar Son/Daughter/Wife of \_\_\_\_\_ at present aged around 26 Years and residing at A/404, Jerome Apt, Kalwa, Santacruz

and Megha Chellani Son/Daughter/Wife of \_\_\_\_\_ at present aged around 25 Years and residing at A/404, Jerome Apt., Kalwa, Santacruz

the borrower(s) hereby make an oath and state as follows:

(a) I/we have availed Home Loan/ finance of Rs. 1,62,00,000 from State Bank of India (herein after referred to as 'the Bank') for purchase/ construction of house/tenement/flat which is more particularly describe in Schedule I hereunder written (hereinafter referred to as the Scheduled property), and hereby declare that I/we have not availed any other loan for acquiring the scheduled property.

(b) I/We declare that the scheduled property is not located in an unauthorized colony.

(c) I/We declare that the scheduled property is meant for residential use and that it will not be used for commercial purposes.

(d) Copy of the related construction plan sanctioned by the competent authority namely \_\_\_\_\_ (name of the sanctioning authority) under reference No. \_\_\_\_\_ dated \_\_\_\_\_ is enclosed with this affidavit.

(e) (Retain one from A and B below depending on the purpose of Home Loan)

A (In case of Home Loan for building construction)

I/We hereby undertake that I/We shall not violate the sanctioned construction plan and that the construction will be strictly as per the sanctioned plan (enclosed). It shall be my/our sole responsibility to obtain completion certificate from the competent authority within 3 months of completion of construction and produce the same for verification by the Bank, failing which the Bank shall have the power and authority to recall the entire loan with interest, costs and other usual Bank charges.

Or

B (In case of Home Loan for constructed property/built up property)

I/We declare that the scheduled property has been constructed/built up as per the sanctioned plan and /or building bye-laws, and completion certificate reference No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_, the competent authority is enclosed with this affidavit.

*Aashish*

*Chellani*

*Aashish Chellani*

AXIS BANK LTD.  
Fortune 2000 Building,  
Bandra Kurla Complex,  
Mumbai-400 051.  
D-5/STH/W/2R/BK/03/05/71/  
742008

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MAHARASHTRA

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(f) I/We hereby undertake to allow an Architect/Engineer appointed by the Bank to inspect the construction at various stages including the completion state to ascertain conformity of construction with the sanctioned plan and confirm issuance of Completion Certificate by the Competent Authority.

(g) I/we have full, absolute and unhindered right, title interest to and over the scheduled property and nobody else has any right, title or interest in the scheduled property.

(h) As a security for the advance/finance availed by me/us, we have delivered to the Bank the title deeds more particularly described in Schedule II hereunder written in respect of the scheduled property with an intention to create mortgage of the scheduled property on 31/3/2010 (date). I/we hereby declare that the documents of title delivered by us to the Bank are original title deeds and there are no other documents of title in my/our possession or at my/our command.

(i) That neither I/We nor any of our successors, administrators, assignee(s) and/or the legal heirs/ representatives, nominees of the parties hereto do not have or shall have any right to object to and/or challenge the charge created by me/us on 31/3/2010 over the scheduled property in favour of the Bank.

(j) I/we hereby declare that there are no subsisting charges/encumbrances on the scheduled property and I/we have not done any act which would affect our title to the scheduled property or the security created by us in favour of the Bank.

(k) I/we hereby declare that the scheduled property is not subject to any attachment orders on account of taxes, inter alia, including Income Tax/Sales Tax/property tax or any other levy, penalty of any nature whatsoever.

(l) That I/We declare that pursuant to the execution of the agreement of sale dated 17/2/2010 in my/our favour, the sole and exclusive right, title and interest and the right to use and occupy the scheduled property stands vested in me/us and I/We hereby indemnify the Bank against and doubt and/or encumbrance in respect of my/our title over the said scheduled property and shall keep indemnified the Bank and/or any body claiming through it against any claims, demands, actions, proceedings, losses, damages, recoveries, judgments, charges, lien, encumbrance (by way of sale, exchange, mortgage, gift, trust possession, easement, lease, lien or lis- pendence or attachment either before or after judgment or other encumbrance etc.) that may or may not be reflected in the records of the competent Sub-Registrar of Assurances and expenses, and third party claims/proceedings, Notice, Injunction from any Courts of Law restraining the Bank from enjoying the quiet, vacant and peaceful possession of the said scheduled property and keep the Bank indemnified against any act, deed by person(s) whomsoever by which the Bank may incur damages or suffer on account of any claim being made and established by any person or persons found interested in the said schedule property hereunder written or any part thereof including proportionate/or partial interest in the said scheduled property.

*Aashish*

*Chellam*

(m) I/We undertake to deposit and keep deposited with the Bank such sum of money as payable towards the loan installment or approved securities including the Membership/Share Certificate when issued and any other title deeds of the said scheduled property which may come in my/our possession, (including the title deeds detailed in Scheduled-II hereunder written) with the Bank for due fulfillment and discharge of my/our obligation towards the Bank in respect of or in connection with finance availed by me/us.

(n) I/We authorize the Bank to take such steps to secure its dues which remain payable and outstanding from the me/us in the event of default, at any time and from time to time as it may deem necessary in its discretion including to protect/or to dispose off and sell the said scheduled property .

(o) I/We hereby undertake not to hold the Bank responsible or liable for any loss or damage which I/We may suffer as a result of any act of omission and/or commission amounting to negligence or default on the part of the said Builder/Society or the previous owner of he said schedules property .

(p) I/we are aware that the Bank has believed on the declarations made by us in this affidavit and on the basis of the declarations made by us, has agreed to grant finances for acquisition of the scheduled property. I/we are aware that appropriate civil/criminal proceedings can be initiated against me/us if it turns out that the declarations made by me/us hereinabove turn out to be incorrect, false or misleading.

**SCHEDULE -I**

(Detailed description of the property for which loan is granted)

The Property situated at Goregas (West), Imperial Heights,  
Oshwara.

**SCHEDULE II {See Para (h)}**

(Description of document)

- 1) original agreement dated 17/12/2010
- 2) Registration and stamp duty payment receipt
- 3) Index II
- 4) noc from builder
- 5) Payment receipt.

Place : RCC Mumbai

Date: 31/3/2010

*Aashish*

*Chellam*

SIGNATURES



**VERIFICATION**

I/We Aashish Kumbh Son/Daughter/Wife of  
 \_\_\_\_\_ at present aged around 26 Years

and residing at A/404, Jerome Apt, Kalina, Santacruz  
 \_\_\_\_\_ and

Megha Chellani Son/Daughter/Wife  
 of \_\_\_\_\_ at present aged around 25 years

and residing at A/404, Jerome Apt, Kalina, Santacruz  
 \_\_\_\_\_

the borrower(s) solemnly verify that the contents of the above paragraphs are true  
 to my/our knowledge.

Signed and verified at MUMBAI on 31<sup>st</sup> day of March 2010

Place: RACPC, Mumbai

Date: 31/3/2010

Aashish Chellani  
 SIGNATURES

**CONFIRMATION LETTER (EM OF BORROWER'S PROPERTY(AT HOME BRANCH/RACPC))  
CONFIRMATION LETTER**

Place : BKC MUMBAI

Date : 5/4/2010

To,  
STATE BANK OF INDIA,  
\_\_\_\_\_ BRANCH/RACPC  
MUMBAI

Dear Sir,

I/We are writing this to confirm that I/We have deposited the title deeds, more particularly described in Schedule I appearing herein below pertaining to my/ our immovable property more particularly described in Schedule II appearing hereinbelow with C.S. Kakadkar, Branch Manager/ officer-in-charge of State Bank of India, RACPC, MUMBAI on 31/3/2010 with an intention to create an equitable mortgage as and by way of continuing security for the outstanding amount due and payable to the Bank including interest, costs charges and expenses by Shri/Smt. Aashish Kumar s/w/d of Shri \_\_\_\_\_ and Shri/Smt. Neha Chellani s/w/d Shri \_\_\_\_\_ in respect of Term Loan of Rs. 1 62 00 000/- (Rupees One crore sixty two lacs only) granted to him/her by the bank and also to secure all other debts which I/We may owe to the Bank as a guarantor.

*Aashish Kumar*  
*Neha Chellani*

I confirm that the said properties are free from encumbrances and there are no pending attachments, notices, claims for income Tax, property tax or any other dues in respect of the said property/properties. No one else except me/us have any right, title or interest in the said property/properties and the title deeds deposited by me/us are the only title deeds pertaining to those property/ies.

**SCHEDULE - I**

List of documents of title

- 1) Original article of agreement dated 17/2/2010
- 2) Registration and stamp duty payment receipts.
- 3) Index II
- 4) NOC from builder
- 5) Payment receipt.

**SCHEDULE - II**

H.No. 5, 8th floor, B wing, Imperial Heights, Oshiwara, Behind Yorgao Bus Depot, Yorgao (W).

*Neha Chellani*

(Give full description of the property mortgaged)

Signature

Shri/Smt AASHISH KUMAR

Shri/Smt \_\_\_\_\_

*Aashish Kumar*

AXIS BANK LTD.  
Fortune 2000 Building,  
Bandra Kurla Complex,  
Mumbai-400 051  
D-5/S/TP/NO. 1844/03/06/71/  
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STAMP DUTY MAHARASHTRA

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**REGIONAL MANAGER – (R B O- III) FOR APPROVAL**

*Concessions which are within the RMs power authority*

**PERSONAL SEGMENT ADVANCES: HOUSING LOANS**  
**RENEWAL OF TIE-UP WITH M/S VIJAY ASSOCIATES (WADHWA)**  
**CONSTRUCTIONS PVT. LTD. & VIJAY ASSOCIATES (WADHWA)**

Placed alongside is our note dated 11.12.2007 & 24.04.2008 duly approved by CGM (approval dated: 15.12.2007 & 25.04.2008), offering concessions / deviations under the tie up. The terms and conditions of arrangement with above-mentioned builder the tie-up were valid upto 15.06.2008. At the time of approval of the tie-up the expected business potential was estimated as mentioned under. So far we have received 95 proposals from the builders on said projects amounting to Rs. 113.00 Cr.

✓

Name of the project	<b>IMPERIAL HEIGHTS</b>	<b>ANMOL- PRIDE &amp; PRESTIGE</b>
Total No. of flats in the Project	738	182
No. of flats sold	388	112
No. of flats unsold	350	70
Average cost of a flat	Rs 168.00 Lacs.	110.00
Business canvassed so far (no. of flats & Amount)	85 Rs. 105 crores	10 Rs. 8.00 Cr
Available Business Potential	Rs.588.00 Cr.	77.00 Crs
Expected Business Potential	<b>Rs 150.00 Cr.</b>	<b>15.00 Cr.</b>

Considering the good response from the builder for routing the maximum business to us and availability of the further potential on these project, we recommend extension of the following deviations and concession to the above mentioned project Up to **30.11.2010**.

- 1 Single Title Clearance and Search Report to be accepted. Search Report already on record and is valid till 05.12.2010 & 10.04.2011 respectively.

Verified Original

EXCISE  
11/11/11  
7

- 2 To process and sanction the proposal on the basis of allotment letter/offer letter and disbursement to done on the basis of original registered agreement for sale and NOC from builder for mortgage.

We propose to use the same single title clearance and search report of the project, which had been taken from the empanelled advocate at the time of original tie-up approval. For sanction of housing loans no separate search report for individual loans is required.

**Project Name : IMPERIAL HEIGHTS** – Search taken by Advocate by M/s Bhutta & Associates dtd 06.12.2007

**ANMOL-PRIDE & PRESTIGE**- Search taken by Advocate by M/s Meharia & Co. dtd 11.04.2008

Approval of the concessions/ deviations mentioned above falls within the discretionary powers of the Regional Manager -RBO ~~W~~ vide PBBU/HL/AX/32 dated 10.11.2008 para 10.

We therefore, recommend to Regional Manager for approval of the same.

Please approve.



Satyendra Kumar  
Dy. Manager  
State Bank of India,  
Home Loan Sales Team,  
Mumbai.

Date: 27.11.2009

# Bhuta & Associates

## ADVOCATE



35, 1st Floor, Next to Dena Bank (Share Bazar Branch), Hamam Street, Fort, Mumbai - 400 001.  
Telefax : 22621648 Email : ashubhuta@hotmail.com

SBI/HO/LO/2007

To,  
State Bank of India,  
Out Bound Sales , Local Head Office,  
"Synergy" 1<sup>ST</sup> Floor,  
C-6, G-Block, Bandra Kurla Complex,  
Bandra (E), Mumbai 400 051.

06.12.2007

Sir,

### ANNEXURE D

### CERTIFICATE OF TITLE

We have Examined the Original Title deeds intended to be deposited relating to the Schedule Property and offered as security by way of Equitable Mortgage and that the Documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Equitable Mortgage is created it will satisfy the requirements of Creation of the Equitable Mortgage and we further certify that it is possible to create Equitable Mortgage by taking deposit the documents of title detailed below:-

- 1) We have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure C and the other relevant factors.
- 2) We confirm having caused a search in the concerned Flat of the Sub-Registrar. We do not find anything adverse which would prevent the Title Holders from creating a Valid Mortgage. We are responsible if any, loss is caused to the Bank due to negligence on my part or by agent in making search.

*A. S. Bhuta*

D-3, Ground Floor, "D' Wing, Jyoti Park, S.V. Road, Kandivli (West), Mumbai 400 067.  
Tel.: 2865 7605

- 3) Following scrutiny of Records in the concerned Flat of the Sub-Registrar and relative Title Deeds, We hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt if any has been clarified by making necessary enquiries.
- 4) There are no prior Mortgage/Charges/encumbrances whatsoever as could be seen from the Encumbrances Certificate for the period from 1978 to 2007 pertaining to the Immovable Property covered by above said Title Deeds. The property is free from all encumbrances.

The Mortgage if created, will be available to the Bank for the liability of the intending Borrower.

We certify that M/s. Vijay Associates (Wadhwa) Construction Pvt. Ltd. has an absolute, clear and Marketable Title Over the Schedule property. We further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable. ✓

In case of creation of Mortgage by Deposit of title Deeds we certify that the deposit of following title deeds/Documents would create a valid and enforceable Mortgage.

- ✓ a. To Call upon the Prospective Purchasers to deposit the Original Agreement with the Bank which is to be executed with the Developer.
- ✓ b. To pay the requisite Stamp duty on the Agreement executed between the Developer AND the Purchasers.
- ✓ c. Original NOC from the Developer.
- ✓ d. Original Payment Receipt.

A. B. Bhuvi

# Bhuta & Associates

ADVOCATE

35, 1st Floor, Next to Dena Bank (Share Bazar Branch), Hamam Street, Fort, Mumbai - 400 001.  
Telefax : 22621648 Email : ashubhuta@hotmail.com

✓ e. Original Index II.

f. Search report in respect of the said property for the last 2 years.

There are no legal impediments for creation of the Mortgage under any applicable Law/Rules in force.

## SCHEDULE OF THE PROPERTY

Flats in the building under project to be known as "IMPERIAL HEIGHTS", situated on all that piece or parcel of land bearing Plot No. 2A of CTS No. 1 (pt), Survey No. 6 (pt) adm. 27913.93 sq. mtrs. within the village limits of village Pahadi at BEST Nagar, Oshivara, Goregaon (W), Mumbai in the Registration Sub-District and District of Bombay (Mumbai) City and Bombay (Mumbai) Suburban.

Place: Mumbai

Date: 6/12/02

A. S. Bhuta  
Signature of the Advocate

**BHUTA & ASSOCIATES**  
B-35, Hamam St., 1st Floor,  
Fort, Mumbai-400 001

**TITLE INVESTIGATING REPORT (T.I.R)**

---

Annexure "B"

1.	Name of the Branch/ BU seeking opinion	State Bank of India OSF, Local Head Office, 1 <sup>ST</sup> floor, Bandra Kurla Complex, Bandra (E), Mumbai 400 051
2.	Reference No. and date of the letter under the cover of Which the documents tendered for scrutiny are forwarded	No Letter issued
3.	Name of the unit/concern /company/person offering the Property/(ies) as security.	M/s. VIJAY ASSOCIATES (WADHWA) CONSTRUCTION PVT. LTD., a Company
4.	Concern of the unit/concern/person/body/authority Offering the property for creation of charge.	Company
5.	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As a Borrower.
6. A)	Particulars of the documents scrutinized-serially and Chronologically	a) Copy of Power of attorney by Shri. Uttam Khobragade, General manager, the Brihanmumbai Electrical Supply & Transport Undertaking in favour of M/s. Vijay Associates (Wadhwa) Construction Pvt. Ltd. dated 18.05.2007.  b) Copy of Registration Receipt bearing No. 4034 under Document No. BDR 10-04001/2007 for Rs.580/- issued by the Sub-Registrars Assurance, Borivali 4 dated 01.06.2007

*A. D. Bhandari*



		<p>c) Copy of Power of Attorney by Shri. Vijay Vasudev Wadhwa in faovur of Mr. Tushar H. Gandhi &amp; Mr. Harish I. Gandhi dated 19.08.2003.</p> <p>d) Copy of Power of Attorney by Shri. sAnjay Chhabria in favour of Shri. Tushar H. Gandhi &amp; Mr. Harish I. Gandhi dated 19.08.2003.</p> <p>e) Copy of Notification issued by the Government of Maharashtra, Urban Development Dept. dated 27.07.2006.</p> <p>f) Copy of Commencement Certificate issued by the Brihanmumbai Mahanagarpalika bearing No. CHE/9430/BP(WS)/AP dated 21.06.2007.</p> <p>g) Copy of Title Certificate issued by Adv. Trupteshwari Ayare dated 08.06.2007.</p> <p>h) Copy of Agreement for Development dated 18.05.2007 entered into between the Brihan Mumbai Electric Supply &amp; Transport Undertaking (Lessor) of the One Part AND M/s. VIJAY ASSOCIATES (WADHWA) CONSTURCTION PVT. LTD. (Developer) of the Other Part;</p> <p>i) Copy of INDEX No. II dated 01.06.2007.</p> <p>j) Copy of Plan of the building.</p>
	<p>Nature of documents verified and as to whether they are Originals or certified copies or registration extracts duly Certified.</p> <p>Note: Only originals or certified extracts from the Registering/land/revenue/other authorities be examined.</p>	<p>As at 6 (a) above</p>
7.	<p>Complete or full description of the immovable property/ (ies) Offered as security for creation of mortgage whether Equitable/ registered</p>	<p>Flats in the building under project to be known as "IMPERIAL HEIGHTS", situated on all that piece or parcel of land bearing Plot No. 2A of CTS No. 1 (pt), Survey No. 6 (pt) adm. 27913.93 sq. mtrs. within the village limits of village Pahadi at BEST Nagar,</p>

A=2/2/2/2

	mortgage.	Oshivara, Goregaon (W), Mumbai in the Registration Sub-District and District of Bombay (Mumbai) City and Bombay (Mumbai) Suburban.
ii)	Door no. (in case of house property) :	Flats in the aforesaid Building/s
iii)	Extent/area including plinth/built up area in case of House property	
iv)	Locations like name of the place, village, city, registration, Sub-district etc.	village limits of village Pahadi at BEST Nagar, Oshivara, Goregaon (W), Mumbai in the Registration Sub-District and District of Bombay (Mumbai) City and Bombay (Mumbai) Suburban
v)	Boundaries :	<ul style="list-style-type: none"> <li>i) On or towards the East : 12 mtrs. wide Rd.</li> <li>ii) On or towards the West : Plot No. 2 B of BEST Staff Qurts.</li> <li>iii) On or towards the North : 18.30 mtrs. wide D. P. Road</li> <li>iv) On or towards the South : Ankul Co-op. Soc.</li> </ul>
8.	Flow of titles tracing out the title, of the intended Mortgagor and his/ its predecessors in interest from the Mother Deed to the Latest Title Deed. And wherever Minor's interest or other clog on title is involved, for a Further period, depending on the need for clearance of Such clog on the Title.	<p>(a) On perusal of the documents listed hereinabove it appears that, piece or parcel of NA land bearing Plot No. 2A of CTS No. 1 (pt), Survey No. 6 (pt) adm. 27913.93 sq. mtrs. within the village limits of village Pahadi at BEST Nagar, Oshivara, Goregaon (W), Mumbai in the Registration Sub-District and District of Bombay (Mumbai) City and Bombay (Mumbai) Suburban (hereinafter referred to as the said Property) was owned by the Brihan Mumbai Electric Supply &amp; Transport Undertaking (BEST) (hereinafter referred to as the said Owner).</p> <p>(b) The Additional Collector, Mumbai Suburban District, vide two separate Awards bearing No. LAQ/207 &amp; LAQ/280 dated 13.04.1973 and 29.06.1974 respectively granted pieces or parcels of land or ground adm. 154082.40 sq. mtrs. to the Brihanmumbai Electrical Supply &amp; Transfer Undertaking situated at CTS No. 1 (pt), Survey No. 6 (pt) of village Pahadi at BEST Nagar Oshivara, Goregaon</p>

*A. B. Bhatt*

(W), Mumbai in the Registration Sub-District and District of Bombay (Mumbai) City and Bombay (Mumbai) Suburban.

(c) The property Register Card in respect of the said property are standing in the name of the BEST.

(d) The Urban Development Department of Government of Maharashtra vide its Notification No. TPB-4395/1472/CR-51/97/UD-11 dated 27.07.2006 accorded its approval to BEST Undertaking to develop its various sites such as BEST Bus Depot, BEST.

(e) The BEST desirous of developing a sub divided plot as per the approved sub Division of the said Larger property adm. 39291 sq. mtrs. marked as Plot No. 2A of CTS No. 1 (pt), Survey No. 6 (pt) on lease for 60 years and invited tenders by public advertisement for the purpose of disposing the same to the successful party.

(f) The BEST had issued a Tender Notice No. AGM (C) 156/2006 inviting tender for the development of the said property and M/s. Vijay Associates (Wadhwa) (the successful Bidder) submitted its tender or bid offering and the Lessor accepted said offer on 18.09.2006 agreeing to grant the lease of the plot of land being Plot No. 2A, adm. 39,291 sq. mtrs. The Successful Bidder had develop the demised premises by using and consuming entire FSI i.e. the land FSI, TDR FSI and incidental FSI which will be available by payment of premium or otherwise for a period of 60 years.

(g) The BEST issued Letter of Acceptance of Offer bearing No. AGM(C)/Dysupdt/4902-IV/63735/2006 dated 13.11.2006 to the Successful Bidder for area adm. 39291 sq. mtr. Built-up area.

(h) The said M/s. Vijay Associates (Wadhwa) had paid 10 crores as interest free security Deposit to the BEST.

A > B Shukla

(i) By an Agreement for Development dated 18.05.2007, which was duly registered in SRO, under Document No. BDR 1-2510/2006, the Brihan Mumbai Electric Supply & Transport Undertaking (BEST) had given development rights to develop the said property to M/s. Vijay Associates (Wadhwa) Construction Pvt. Ltd. (herein called as the "Developers")

(j) Thus, the said Developer have become entitled to develop the said Properties and to construct the Building/s thereon, to sell the Flat/s in the said Building, to receive consideration, admit execution etc.

(k) The said Developers are now decided to sell/are selling the Flats in the said Building to various persons on what is popularly known as ownership basis under the provisions of MOF Act, 1963 with an ultimate view to form and register a Co-Operative Housing Society under the provisions of MCS Act, 1960 and ultimately to convey the land in favour of the said registered Co-operative Society through the Owners

(l) We have taken search for the last 30 years by paying the necessary charges of Rs.750/- . The Original Search receipt is enclosed herewith.

(m) On the basis of the Search made by us and the Documents placed before us we certify that the property is held by M/s. Vijay Associates (Wadhwa) Construction Pvt. Ltd.. The Flats/ Shops/Parking Spaces situated in the residential building under project known as "IMPERIAL HEIGHTS" is free from any encumbrances, charges, liens and mortgages or any other claim affecting the clear title as on date.

(n) We have also confirmed from Government and Public Land Acquisition that the property is not subject to an acquisition or requisition from these authorities.

(o) It is observed from the documents that

*Shubh*

		<p>the Builders have right to construct the land and also to sell the Flats in the said Building to the prospective Purchasers on ownership basis.</p> <p>(p) In view of the above, the Developer will have a right to execute the Agreement with the prospective purchasers. The Prospective Purchasers will have clear title subject to payment of stamp duty and Registrar of Agreement for sale at Sub-registrar of Assurances.</p> <p>(q) We have to further add that there is no impediment, if the Mortgagor Mortgages the property to the State Bank of India for raising the loan and such property will be good and marketable security for the Bank.</p>
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	The Purchasers will be the owners of the said Flat on what is popularly known as ownership basis.
10(a)	Encumbrances, Attachments, and/or claims whether of Government, Central or state or other Local authorities or Third Party claims, Liens etc. and details thereof. If yes, give the details thereof.	We have taken search with the Sub-Registrar Flat at Bandra for the period of 30 years and have found that there is no encumbrances on the said property.
(b)	The period covered under the Encumbrances Certificate And the name of the person in whose favour the Encumbrance is created and if so, satisfaction of charge, If any.	<p>We have taken search for the period of 30 years. And it is found that the said Property stands in the names of M/s. Vijay Associates (Wadhwa) Construction Pvt. Ltd.</p> <p>No encumbrances disclosed /reflected.</p>
11.	Details regarding property tax or land revenue or other	Nil

*A. S. Dhruve*

	<p>Statutory dues paid/payable as on date and if not paid. What remedy ?</p> <p>N. A.</p>	
12.	<p>Details of RTC extracts/mutation extracts/Katha extracts Pertaining to the property in question.</p> <p>N.A.</p>	Nil--
13.	<p>Any bar/restriction for creation of mortgage under any Local or special enactments, details of proper registration Of documents, payment of proper stamp duty etc.</p>	There is no such bar for the creation of the Mortgage.
14.	<p>In case of absence of original titles deeds, details of legal And other requirements for creation of a proper, valid and Enforceable mortgage by deposit of certified extracts duly Certified etc., as also any precaution to be taken by the Bank in this regard.</p>	N. A.
15.	<p>The specific person who are required to create Mortgage/to deposit document creating mortgage.</p>	The Bonafide Purchasers are required to deposit the Document creating Mortgage.

As Blue

	ANNEXURE "C"	
1.	Nature of title (Ownership/Leasehold/occupancy/Government. Grant/allotments etc.	The Bonafide Purchasers will be the owners of the said Flat on what is popularly known as Ownership basis subject to the payment of the Stamp duty and Registration charges.
2.	If leasehold, whether, Lease Deed is duly stamped and registered Lessee is permitted to mortgage the leasehold right, Duration of the Lease/unexpired period of lease, If, a sub-lease, check the lease deed in favour of lessee As to whether Lease deed permits sub-leasing and Mortgage by Sub-Lessee also.	N. A.
3.	If Government grant/allotment/Lease-cum/Sale Agreement, Whether:\Grant/agreement etc. provides for alienable rights to the Mortgagor with or without conditions, The mortgagor is competent to create charge on such Property.	N.A.
4.	If occupancy right, whether; Such right is heritable and transferable, Mortgage can be created.  N.A.	Yes- subject to the No objection /consent of the Developer.
5.	a. Urban land ceiling clearance, whether required And if so, details thereon.  ----- b. Whether No Objection Certificate under the income	NO          NO.

*ASB/...*

	Tax Act is required/ obtained.	
6.	Nature of Minor's interest, if any and if so, whether Creation of mortgage could be possible-the Modalities/procedure to be followed and the reasons for Coming to such conclusion.	N.A.
7.	If the property is Agricultural land, whether the local laws Permit mortgage of Agricultural land and whether there are Any restrictions for enforcing, thereon.	N. A.
8.	In the case of conversion of Agricultural land for Commercial purposes or otherwise, whether requisite Procedure followed/permission obtained	N.A.
9.	Whether the property is affected by any local laws (viz. Agricultural Laws, weaker Sections, minorities, Land Laws Etc.)	N. A.
10a.	In case of partition/settlement deeds, whether the original Deed is available for deposit. If not the modality/procedure To be followed to create a valid and enforceable mortgage.	N.A.
b.	Whether mutation has been effected and whether the Mortgagor is in possession and enjoyment of his share.	N.A.
c.	Whether the partition made is valid in law and the	

*A. J. B. B. B.*



	Mortgagor has acquired a mortgage able title thereon.	N.A.
11a.	In case of partnership firm, whether the property belongs to the firm and the deed is property registered.	N.A.
b.	Whether the person(s) creating mortgage has/have Authority to create mortgage for and on behalf of the firm.	N.A.
12a.	Whether the property belongs to a limited Company, Check the Borrowing powers, BOD resolution, Authorization to create mortgage/execution of documents, Registration of any prior charges with the company Registrar, Articles of Association/provision for common Seal etc.	Property does not belong to any limited Company
b.	In case of Societies, Association, the required Authority/power to borrow and whether the mortgage Can be created, and the requisite resolutions. Bye-laws	N.A.
13.	Whether mortgage is being created by a POA holder, Check genuineness of the Power of Attorney and the Extent of the powers given therein and whether the same is property executed/stamped/authenticat ed in terms of the Law of the place, where it is executed.	N.A.
14.	If the property is a	

A>Bhull

	Shop/apartment residential/commercial Complex, check or	N.A.
a.	Builder's/Land owner's title to the land/building	Developer' title to the said Building is clear and free from encumbrances
b.	Development Agreement/power of Attorney	N.A.
c.	Extent of authority of the Developer/builder	N.A.
d.	Independent title verification of the land and/or building in Question.	N.A.
e.	Agreements for Sale	N.A.
f.	Payment of proper stamp duty	N.A.
g.	Conveyance if favour of Society/condominium concerned	N. A.
h.	Occupancy Certificate/allotment letter/letter of possession	N.A.
i.	Membership details in the Society etc.	N.A.
j.	Share Certificates	N.A.
k.	No objection letter from the society	N.A.
l.	All legal requirements under the local/Municipal laws, Regarding ownership of Shops/Apartments/Building Regulation, Development Control Regulations, Co-operative Societies Laws etc.  N.A.	N.A.
15.	Where the property is a joint	

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	family property, mortgage is Created for family benefit/legal necessity, whether the Major Coparceners have no Objection/join in execution, Minor's share if any, rights of female members etc.  N.A.	N.A.
16.	Pending Litigations/court attachments/injunction/stay Orders/acquisition by the Government/Local authorities etc. that could be ascertained.	Nothing is revealed.
17.	Any other details required for the purpose.	N.A.

*A. Bhuta*  
**BHUTA & ASSOCIATES**  
 B-35, Haman St., 1st Floor,  
 Fort, Mumbai-400 001.

दस्तावेजाचा विवासा अनुक्रमांक

दिनांक २६/११/०८ सन ३०

दस्तावेजाचा प्रकार-

शोध मोजे - जेरीजोव

सावर करणार्याचे नाव-

जिनेद खान

खासीलप्रमाणे फी मिळाली:-

नोंदणी फी

नक्कल फी (फोलिओ

पुस्तकाची नक्कल फी

टपालखर्च

नकला किंवा जापने (कलम ६४ ते ६७)

शोध किंवा निरीक्षण

दंड-कलम २५ अन्वये

कलम ३४ अन्वये

प्रमाणित नकला (कलम ५७) (फोलिओ

इतर फी (मागील पानावरील) बाब क्र.

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दिलीप शर्मा

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दस्तावेज

नक्कल

गेजी तयार होईल व

नोंदणीकृत डाकने पाठवली जाईल.

या करण्यात येण्यात येईल.

दुय्यम निबंधक

दस्तावेज खासी नाव दिलेल्या व्यक्तीच्या

नावे नोंदणीकृत डाकने पाठवावा.

हवासी करावा.

सह जिल्हा निबंधक वॉ-२, (अभिलेख)

मुंबई उपनगर जिल्हा,

61

**JITENDRA CHAVAN**  
**SEARCH CLERK**

---

Date : 30.11.2007

To,

**Bhuta & Associates,**  
**Advocate High Court,**  
**Mumbai.**

Sub : Search Report on the basis of Index II records of the  
Sub-Registrar's Office at Bandra & Goregaon.

Owner : Vijay Asso. (Vadhava) Const. Pvt. Ltd.  
Vijay Vadhava Power of Tushar Gandhi.

-----  
Schedule of  
Property : Land Bearing C.T.S.No.1(P), Survey No.6 adm.  
Aggregate 1,54,082.40 Sq. mtrs., BEST Nagar,  
Oshiwara Village Goregaon, Goregaon (W).  
-----

Pursuant to your instructions, I have taken search inspection of  
the aforesaid property/document in the office of the Sub-Registrar  
at Bandra & Goregaon, for the period from 1978 to 2007 (30 years)  
and I have found the following entries/records.

1978 -	Page torn	1993 -	Nil
1979 -	Page torn	1994 -	Page torn
1980 -	Page torn	1995 -	Nil
1981 -	Page torn	1996 -	Nil
1982 -	Page torn	1997 -	Torn
1983 -	Page torn	1998 -	Nil
1984 -	Page torn	1999 -	Nil
1985 -	Page torn	2000 -	Nii
1986 -	Nil	2001 -	Some Pages torn
1987 -	Nil	2002 -	Nil
1988 -	Nil	2003 -	Nil
1989 -	Nil	2004 -	Nil
1990 -	Nil	2005 -	Nil
1991 -	Nil	2006 -	Nil
1992 -	Nil	2007 -	Entry

: 2 :

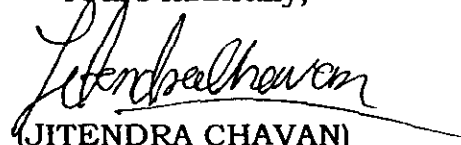
Entry : 1. Agreement for Sale dt.18/05/2007 entered into between The Brihan Mumbai Electrical Supply & Transport Undertaking to Vijay Asso. (Vadhava) Const. Pvt. Ltd., Vijay Vadhava Power of Tushar Gandhi, found Registered under Serial No.BDR-10-3883/2007 on 01/06/2007.

Agreement Value Rs.2,35,40,96,000/-,

Market Value Rs.1,32,01,46,000/-.

Stamp Duty Rs.2,35,40,960/-.

Yours faithfully,

  
(JITENDRA CHAVAN)  
Search Clerk.

Note : 2006 & 2007 Index Book is not ready.

**CHIEF GENERAL MANAGER**

13/12

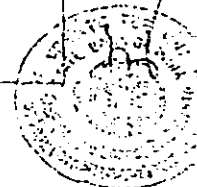
**GENERAL MANAGER - NETWORK I**

13/12

**PERSONAL BANKING ADVANCES: HOME LOANS  
PROPOSAL FOR TIE-UP WITH M/S VIJAY ASSOCIATES (WADHWA)  
CONSTRUCTIONS PVT LTD.**

Branch	HLST(MUMBAI)
Module	MUMBAI
Circle	MUMBAI

S. No.	Parameter	Particulars
1	Name of the Builder and address(including website address, if any)	M/s Vijay Associates (Wadhwa) Constructions Pvt Ltd. Regd. Office – Plot No. 425-A, Vasukamal, 14 <sup>th</sup> Road, Bandra (west), Mumbai – 400 050  Phone – 26004150 / 26005281/82 Fax - 26002152
2	Whether new tie-up or renewal of MOU	IMPERIAL HEIGHTS CTS Plot No.1 (Pt), Behind Goregaon Bus Depot, Goregaon- Malad Link Road, Oshiwara, <u>Mumbai-103</u>  Project Contact Person :- 1. Mr. Jyoti Ganguli (CEO)- 26004150 2. Mrs. Bharati (Sales Exec)- 9819419394
3	Year of establishment	September, 2006. The parent company is known as <u>Wadhwa</u> Developers, which is a partnership firm and is in this line of activity since <u>last 30 Yrs.</u>
4	Constitution	Private Limited Company <u>Directors: -</u> 1) Mr. Vijay V Wadhwa 2) Mrs. Vinita Vijay Wadhwa 3) Mr. Sanjay R Chhabria 4) Mrs. Ritu N Makhija



5	Comments regarding due diligence and approval of builder, as per extant instructions	<u>Due diligence has been completed</u> by Home Loan Sales Team, Mumbai , <u>Site inspection</u> was completed on 10/12/2007 by Devendra Kumar Raipuria (Asst Manager), construction work of the building has already started and works up to plinth level has been completed. We have met the CEO Mr. J. Ganguli and according to him the project is likely to be completed by Dec. 2010. The builder is <u>maintaining account</u> with Standard Chartered Bank, Santacruz Branch Mumbai, A/c. No. is 23805033348. We have called for the Banker's opinion report.
6	Status of search report certifying clear, absolute and marketable title of the builder	The <u>title verification report</u> has been obtained from our empanelled advocate M/s Bhuta & Associates dated 06.12.2007. According to the report the Title is clear and marketable.
7	Status of receipt of approvals from Local Bodies/Urban Development Authority	The <u>builder has taken all the necessary approvals</u> for construction.
8	Whether the builder has incurred any losses during the last 3 financial years	No
9	Highlights of the builder/project i.e. CRISIL/ICRA rating of the project/builder, ISO Certification etc.	N.A
10	Whether existing or new connection	<u>Existing Connection</u>
11	Length of existing relationship	<u>New connection</u>





	<b>Existing Connection</b> Details of Fund Based and Non Fund Based limits, if any, enjoyed with our Bank	Name of the Branch	NA	
		Fund Based	NA	
		Non Fund Based	NA	
	CRA rating	NA		
	IRAC classification	NA		
	Deposit Connections	Demand Deposits	-	
		Term Deposits	-	
12	Concessions extended under existing tie-up, if any	Scheme	NA	
		A. Floating Interest Rates	NA	
		B. Fixed Interest Rates*		
		Margin		
		Processing fees		
		Deviation in loan eligibility norms		
		Repayment tenure	NA	
13	Business booked under the existing tie-up arrangement	Name of the project	Anticipate d business potential	Actual business booked during the last year
		NA	NA	NA



14	<b>Proposed Concessions</b>			
	<b><u>Interest Rates</u></b>	<b>Card Rates</b>		<b>Proposed concessional interest rates</b>
	<b><u>Housing Loans</u></b> <b><u>Floating Interest Rates.</u></b> <b><u>For Loans upto Rs. 20.00 Lacs</u></b> Upto 5 years Above 5 years and upto 15 years Above 15 years	10.00% p.a. (2.75% below SBAR) 10.25% p.a. (2.50% below SBAR) 10.50% p.a. (2.25% below SBAR)	9.75% p.a. (3.00 % below SBAR) 10.00% p.a. (2.75% below SBAR) 10.25% p.a. (2.50% below SBAR)	
	<b><u>For Loans above Rs. 20.00 Lacs and up to Rs. 25.00 Lacs</u></b> Upto 5 years Above 5 years and upto 15 years Above 15 years	10.25% p.a. (2.75% below SBAR) 10.50% p.a. (2.50% below SBAR) 10.75% p.a. (2.25% below SBAR)	10.00% p.a. (2.75% below SBAR) 10.25% p.a. (2.50% below SBAR) 10.50% p.a. (2.25% below SBAR)	



	<b>For Loans above 25.00 Lacs</b>		
	Upto 5 years	10.25% p.a. (2.75% below SBAR)	We recommend for reduction in the rates by 0.50% for loans upto Rs. 1.00 crore and 0.75% for loans above Rs. 1.00 crore. (as per circular No. PBBU/HL/AX/31 dated 28/11/2007)  This reduction in rates from Festival offer till it is valid. Beyond this the reduction will be from card rates as applicable on the date of sanction.
	Above 5 years and upto 15 years	10.50% p.a. (2.50% below SBAR)	
	Above 15 years	10.75% p.a. (2.25% below SBAR)	
	No concession for fixed rate loans.		
	* Fixed rates are with reset clause of 2 years and with force majeure clause.		
15	<b>Interest rates quoted by our competitors</b>	Name of the Bank	Interest rates quoted
		The projects of the builder are in the process of approval by all leading Banks and as per builder these all banks have promise to offer concessional rates of 0.50% to 1.50 % on their card rates.	
16	<b>Other relaxations</b>	As per normal Scheme	Proposed concessions
A	Margin	Purchase of House For loan upto 1 Cr.: 20% For loans above 1 Cr.: 25%	Purchase of House For loan upto 1 Cr.: 15% For loans above 1 Cr.: 20%
	Processing Fees	0.50% of Loan amount (including Service Tax) with a cap of Rs.10,000/-	0.25% of the Loan amount (including Service Tax) with a cap of Rs.5,000/-
C	Eligibility	Minimum age 18 years as on the date of sanction Steady source of income	None
D	Repayment period	Upto 25 years	None

E	Sharing of publicity	30% of the cost of Joint Publicity with maximum of 0.30% of business mobilised	30% of the cost of Joint Publicity with maximum of 0.30% of business mobilized		
F	Others	To process, sanction and disburse after receiving registered agreement for sale and creation of equitable mortgage.	To process and sanction based on the MoU between the Bank and the builder and disburse the loans on the strength of the MoU without creation of mortgage. Mortgage will be created after receiving the agreement for sale as per the conditions mentioned in the MoU.		
17	Project value	Type of flat/house	No. of flats/house	Average price per flat/house	Total
	Imperial Heights 4-Towers	2/3/4 BHK	738	Rs. 168.00 Lacs	Rs. 1240 Cr.
		Total project value			Rs. 1240 Cr
18	Anticipated business	Total no of flats Sold -128 Available business potential: Rs.960 Cr. Anticipated business potential: Rs. 250 Cr.			
19	Brief comments on opportunities for cross-selling of SBI Cards/ SBI Mutual Fund Schemes/SBI Life insurance products/ Other P-segment Loan products e.g. Car/Education/ Personal Loans/Deposit products	We will try to cross sell as many products to the applicants including: 1. Liability & Assets Products 2. Products of SBI Life & SBI Mutual Funds.			



20	Mode of repayment	Post-dated cheques/ check off from salary / Standing instructions in case of existing salary A/c. holders.
21	<p><b><u>Justification for the concessions proposed and recommendations</u></b></p> <p>The parent firm M/S Wadhwa Developers is one of the most reputed builders of Mumbai and has a track record of creating excellent residential and commercial properties. They are in the field of construction of property since 1979 and have developed many prestigious projects throughout Mumbai.</p> <p>The clientele who will purchase flats in the above mentioned building will be mainly high net worth individuals.</p>	
22	<p>It will be ensured that the concessions proposed under the above tie-up will not be clubbed with concessions available under 'Plus' Schemes, tie-ups with Builders, special pricing structure for High Value Housing Loans, festival/mega bonanza offers, fairs/exhibitions/other promotional campaigns etc. All other terms and conditions of the Scheme will be complied with. We propose to give the benefit of single Title clearance report if the loan application is booked under any other scheme.</p>	

Please approve



Assistant General Manager  
Home Loan Sales Team  
Mumbai

Date: 11/12/2007

State Bank of India



**VALUATION REPORT OF**  
**IMMOVABLE PROPERTY BELONGING TO**

**Mrs. Megha Aashish Kumar,  
Mr. Aashish Kumar &  
Ms. Mega Chellani.**

**PROPERTY ADDRESS**

**Flat No. 05, 6th floor, B wing, Imperial Heights, Oshiwara, Behind  
Goregaon Bus Depot, Goregaon (West), Mumbai**



**SUBMITTED TO**

**State Bank of India, Bandra Kurla Complex**



✓ Free Consultancy on Property Insurance, Accident, Mediclaim, Burglary, Fire, Earthquake, Flood Policies.

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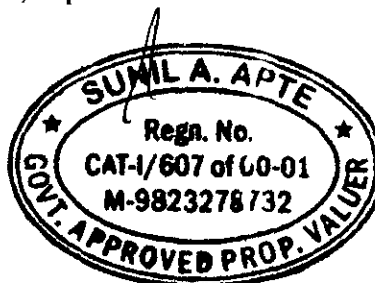
Date 05-Mar-10

## VALUATION SUMMARY

We certify that we have inspected the following residential property

1	Applicant/s	: Mrs. Megha Aashish Kumar, Mr. Aashish Kumar & Ms. Mega Chellani.
2	Date of Inspection	: 4-Mar-10
3	Property Address	: Flat No. 05, 6th floor, B wing, Imperial Heights, Oshiwara, Behind Goregaon Bus Depot, Goregaon (West), Mumbai
4	Area	: 1390 Sq. ft. Carpet Area
5	Fair Market Value in (Rs) (After Completion)	: 19,460,000  (Rs. One Crore Ninety Four Lakhs Sixty Thousand Only)
5.1	Realizable Value	17,514,000  (Rs. One Crore Seventy Five Lakhs Fourteen Thousand Only)
5.2	Present Stage Value in (Rs) At present 70% works completed	: 13,622,000  (Rs. One Crore Thirty Six Lakhs Twenty Two Thousand Only)
6	Method	: Composite Rate Method
7	Value Under Distress Sale Method (After Completion)	: 15,568,000  (Rs. One Crore Fifty Five Lakhs Sixty Eight Thousand Only)

Assessed considering information, explanations & various facts enumerated in the report, as on the date of inspection.





✓ Free Consultancy on Property Insurance, Accident, Mediclaim, Burglary, Fire, Earthquake, Flood Policies.

We also certify that

- 1) The FMV is fair & reasonable.
- 2) The instructions were received from **State Bank of India, Bandra Kurla Complex**
- 3) The information furnished in this report is true & correct to the best of our knowledge & belief.
- 4) We have no interest on the assets valued.
- 5) We/ our Engineers have personally inspected the property.
- 6) The legal documents pertaining to the ownership of the above said property have been referred to on its face value and that is presumed that Bank has got the same verified through its legal counsel. We do not certify the veracity of the documents. This report does not certify valid or legal or marketable title of any of the parties over the property. Our report does not cover verification of ownership, title clearance, or legality.
- 7) Value of the property mentioned above varies with the purpose. This report is not to be referred to if the purpose is different.

**VIRAR**

**Dated : 05/03/2010**

**Sunil Apte**

**Chartered Engineer & Property Valuer**  
**(Approved Valuer of State Bank of India)**





✓ Free Consultancy on Property Insurance, Accident, Mediclaim, Burglary, Fire, Earthquake, Flood Policies.

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Date 05-Mar-10

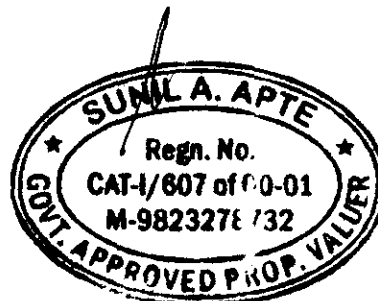
## REPORT OF VALUATION OF IMMOVABLE PROPERTY

### I. General Information & Description of the Property

01	Purpose for which valuation made	To ascertain present FMV of Flat for <b>State Bank of India, Bandra Kurla Complex</b>
02	Name of the Owners	<b>Mrs. Megha Aashish Kumar, Mr. Aashish Kumar &amp; Ms. Mega Chellani.</b>
2.1	Phone No. of Applicant/s	
03	Address of the Property	<b>Flat No. 05, 6th floor, B wing, Imperial Heights, Oshiwara, Behind Goregaon Bus Depot, Goregaon (West), Mumbai</b>
04	Date of Survey	04-Mar-10
05	Survey No / C.T.S. No. / Plot No. / Ward No. of Land & Village	C.T.S. No.- 1 (Pt) Village - Goregaon
06	Location of Property	<b>Best Colony, Goregaon (West)</b>
07	Landmark	<b>Opp. Goregaon Fire Brigade</b>
08	Plot Boundaries	<b>East - Garden / Club House West - Link Road North - A wing South - C wing</b>
09	Nearest Station	Goregaon (West)
10	Distance from Station	About 3 Kms

### II. Technical Details of the premises

01	Type of Structure	RCC frame + Brickwall partitions.
02	Roofing and terracing	R.C.C. slab roof



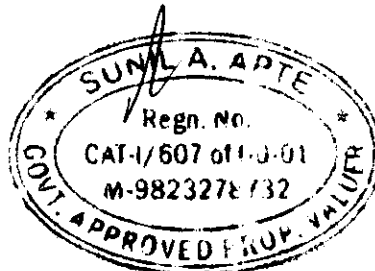


B.Tech (Civil), LL.B(Gen.), M.I.E., FIV, EA  
 Fellow (Gen. Insurance)  
 EA (Energy Auditor)  
 Bureau of Energy Efficiency  
**Civil Engineer & Govt. Approved Property Valuer**  
 Regn. No. CAT-I/607 of 2000-2001  
 Fellow: Institution of Valuers, New Delhi - Life Member  
 Chartered Engineer : M-1348269

Sandeepani Pustakalaya,  
 Basement No. 16, Mirza Nagar,  
 Opp. Railway Bridge, Virar (E),  
 Dist. Thane - 401 303.  
 Tel.Off.: (0250) 2521110 / 2522880 / 2521703  
 Tel/Fax: 2521110 Resi.: 2524645 / 2520193.  
 Mobile : 9225148726 / 9823278732  
 Email : valuation@sunilapte.mp  
 : apte.sunil@gmail.com

✓ Free Consultancy on Property Insurance, Accident, Mediclaim, Burglary, Fire, Earthquake, Flood Policies.

03	No. of Floors	Stilt + 4 Podiums + 44 Upper Floors
04	No. of Lifts	5 Nos (Proposed)
05	External Walls	9" thick brick masonry walls both sides plastered
06	Partition Walls	4 ½" thick brick masonry walls both sides plastered.
07	<b>Flat Details</b>	<b>B/R- 3 1/2 Hall- 1 Kitchen-1 Toilet- 3 Balcony - 1</b>
7.1	Floor	6th floor
7.2	Type of Flat	3 1/2 BHK
8	<b>Agreement Area</b>	<b>1390 Sq. ft. Carpet Area</b>
9	<b>Completeness of Project</b>	Under Construction At present 70% works Completed
9.1	Exterior	Acrylic emulsion. (Proposed)
9.2	Amenities (Interior) ( Proposed)	<p><b>Flooring</b> – Italian Marble flooring in all rooms.</p> <p><b>Kitchen</b> – Granite platform with full wall tiles.</p> <p><b>Windows</b> – Powder coated Aluminum sliding windows with safety grills</p> <p><b>Doors</b> – Plywood flush doors.</p> <p><b>W.C.</b> – European type W.C. with full wall tiles.</p> <p><b>Bath</b> – Marble flooring with full wall tiles.</p> <p><b>Wiring</b> – Concealed.</p> <p><b>Paint</b> – Acrylic Paint.</p>
10	Quality of Construction	Good.
11	Age of the Property	Under construction - 70% works completed.
12	Residual (future) life	About 60 years. (After completion)
13	Separate Compound Wall	Yes (Proposed)
14	Garden	Yes (Proposed)
15	Paving around the Building / Chequered tiles	Chequered tiles. (Proposed)
16	Car Parking	Stilt & Podiums & Open space for car parking
17	Maintenance / First Impression	Good.

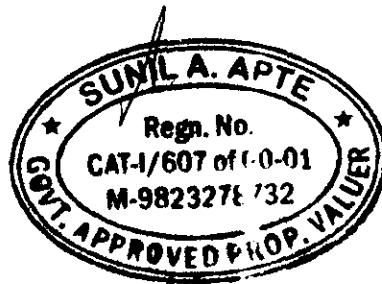




✓ Free Consultancy on Property Insurance, Accident, Mediclaim, Burglary, Fire, Earthquake, Flood Policies.

### III. Registration & Agreement Details

01	Society Registration No.	Not yet registered
02	Agreement (Date & Amount)	Date: 17/02/2010 Amount Rs. 1,95,98,000/-
03	Documents seen	Agreement Copy
04	Registration Date	23-Feb-10
05	Registration No.	01855-2010 with the office of Sub Registrar Borivali - 1
06	Village	Goregaon
07	Registrar's Value (Stamp duty purpose)	Rs. 59,76,500/- (Year - 2010)
08	Receipt No.	1856
09	Agreement between	<b>Purchaser</b> - Mrs. Megha Aashish Kumar, Mr. Aashish Kumar & <b>Seller</b> - M/s. Vijay Associates (Wadhwa) Constructions Pvt. Ltd
10	Notes & Disclaimers	Our valuation is based on our experience and knowledge and this is an opinion only and does not stand as a guarantee for the value it can fetch if disposed, due to any emergency, in future.  This report is only for the party to whom it is addressed and no responsibility is accepted to any third party for the whole or any part of its contents.
11	Remarks	Nil

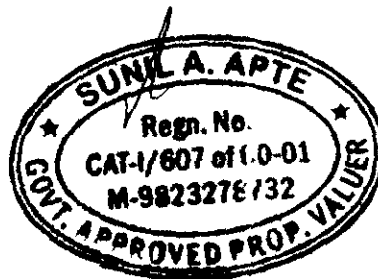




✓ Free Consultancy on Property Insurance, Accident, Mediclaim, Burglary, Fire, Earthquake, Flood Policies.

## IV. Sales and Marketability

01	Give instances of sale of immovable property in the locality on a separate sheet, including the name and address of the property, registration No., and sale price and area of land sold.	Sales instances are not readily available. As such, local estate agent, builders and other related agencies were contacted to ascertain fair market value.
02	Market Rate adopted.	<p><b>Prevalent market rate :</b>                  Rs.13000/- to Rs.15000/-                  per sq.ft. on Carpet area</p> <p><b>Rate Adopted for Valuation :</b>                  Rs.14000/- per sq.ft. on Carpet area</p> <p><b>Factors considered for Valuation :</b>                  Location &amp; locality, facilities &amp; amenities, quality of construction, residual life of the building, business potential, supply of demand, local nearby enquiry, market feed back of investigation.</p>
03	If sale instances are not available or relied upon, basis of arriving at the land rate.	Enquired with Real estate consultants about the current market rates in that area and on this basis, property is valued under "Composite Rate Method".





✓ Free Consultancy on Property Insurance, Accident, Mediclaim, Burglary, Fire, Earthquake, Flood Policies.

## I. PRESENT FAIR MARKET VALUATION :

FMV = Area (Sq. ft) X Rate (Rs)  
Total Value of property = 1390 X 14,000  
= 19,460,000 (After Completion)  
(Rs. One Crore Ninety Four Lakhs Sixty Thousand Only)

## II. PRESENT STAGE VALUE :

At present 70% works completed

Present stage Value = 70% X 19,460,000  
= 13,622,000 (Present Stage Value)  
(Rs. One Crore Thirty Six Lakhs Twenty Two Thousand Only)

## III. REALIZABLE VALUE :

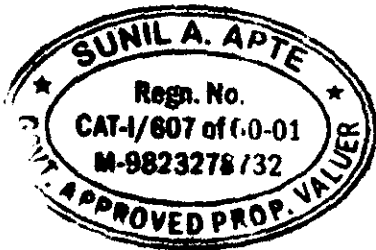
Realizable Value = 90% X 19,460,000  
= 17,514,000  
(Rs. One Crore Seventy Five Lakhs Fourteen Thousand Only)

## IV. DISTRESS SALE VALUE :

Distress Sale Value = 80% X 19,460,000  
= 15,568,000 (After Completion)  
(Rs. One Crore Fifty Five Lakhs Sixty Eight Thousand Only)

## V. REINSTATEMENT VALUE FOR INSURANCE:

Rs. 20,00,000/-  
(Rs. Twenty Lakhs Only)



**Sunil Apte**  
Chartered Engineer & Property Valuer  
(Approved Valuer of State Bank of India)



**Service Tax Regn. No.: ACWPA7298N-ST003, PAN NO. ACWPA7298 N**

## INVOICE

Particulars	Value (Rs.)	Fees (Rs.)
To State Bank of India	Invoice No	Z4660-1003
Add. BKC	Invoice Date	06-Mar-10
Being professional charges towards valuation / consultancy / assignment carried out as per requirement for Valuation of Resi Flat at Goregaon (West) for Mrs. Megha A. Kumar	19,460,000	750.00
Report No Z4660-1003		
Bank SBI		
Branch BKC	Total.	750.00
Report Date 05-Mar-10	Add Service Tax 10 3%	77.25
	Rounded Total:	827.00

In words : Rupees **Eight Hundred Twenty Seven Only**

- 1) BANK OF MAHARASHTRA - S/B - A/C : 20021467449 VIRAR (BRANCH CODE : 0094)  
2) STATE BANK OF INDIA - S/B - A/C : 30682881318 VIRAR (BRANCH CODE : SBIN 0004880)

**Sunil Apte**  
Chartered Engineer & Property Valuer

### Do you know why General Insurance Consultancy is required ?

- 1) You should know exactly what property is covered ?
- 2) Against which risk ?
- 3) Which exclusion in policy can deny you a claim ?
- 4) Which precautions you should take ?
- 5) Which additional covers can be used to your best advantage ?

### Why not avail of free consultancy ?

# Vijay Associates (Wadhwa) Constructions Pvt. Ltd.

Corporate Office : 6th floor, Trade Centre, Opp. Kurla MTNL, Bandra Kurla Complex,  
Bandra (East), Mumbai - 400 051 • Phone : 6730 8400 • Fax No. : 67308401  
Visit Us At : [www.wadhwadevelopers.com](http://www.wadhwadevelopers.com) • Email id : [imperialheights@yahoo.com](mailto:imperialheights@yahoo.com)

No: 4525

Date: 6/02/2010

**Received** with thanks from Ms/Mr/M/s Aashish Kumar of \_\_\_\_\_

Ms. Megha Chellani \_\_\_\_\_ the

sum of Rupees Eleven lacs only \_\_\_\_\_

vide Cheque/DD No. 834845 Dated 6/02/2010

drawn on State Bank of India, Santacruz (West)

Bank, towards Booking Amount Payment for Tower B

Level - 06<sup>th</sup> / Flat No - 05 at Imperial Heights

**Rs.** 11,00,000 /—  
(Subject to realization of Cheque)

for Vijay Associates (Wadhwa) Constructions Pvt. Ltd.



Authorised Signatory



# Vijay Associates (Wadhwa) Constructions Pvt. Ltd.

Corporate Office : 6th floor, Trade Centre, Opp. Kurla MTNL, Bandra Kurla Complex,  
Bandra (East), Mumbai - 400 051 ● Phone : 6730 8400 ● Fax No. : 67308401  
Visit Us At : [www.wadhwadevelopers.com](http://www.wadhwadevelopers.com) ● Email id : [imperialheights@yahoo.com](mailto:imperialheights@yahoo.com)

February 25, 2010

To,  
The Branch Manager  
State Bank of India  
Homes Loan Sales Team  
5<sup>th</sup> Floor C-6, G-Block,  
Bandra Kurla Complex  
Bandra (East), Mumbai 400 081

Dear Madam/ Sir,

We **Vijay Associates (Wadhwa) Construction Pvt .Ltd.** here by certify that:

1. We have transferable rights to the property described below, which has been allotted by us to **Mr.Aashish Kumar & Ms. Megha Chellani alias Mrs, Megha Aashish Kumar** herein after referred to as " the Purchasers", subject to the due and proper performance and compliances of all the terms and condition of the Sales Agreement dated 17<sup>th</sup> February 2010

Description of the property:

Flat No./ House No: **B-06-05**

Building No./ Name : **Imperial Heights**

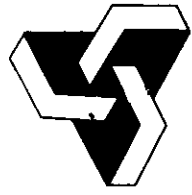
Plot No. **CTS Plot 1,(Part) , Behind Goregoan Bus Depot, Goregaon Malad Link Road, Goregaon (West), Mumbai 400 104.**

2 That the total consideration for this transaction is Rs.1,95,98,000/- ( Rupees One Crores Ninety Five Lacs Ninety Eight Thousand Only) towards sale document.

3 The title of the property described above is clear. marketable and free from all encumbrances and doubts

4 We confirm that we have no objection whatsoever to the said purchasers, at their own costs, charges, risk and consequences mortgaging the said property to STATE BANK OF INDIA (herein after referred to as "the Bank") as security for the amount advanced by the Bank to them subject to the due and proper performance and compliances of all the terms and condition of sale document of the sale by said purchasers.





# Vijay Associates (Wadhwa) Constructions Pvt. Ltd.

Corporate Office : 6th floor, Trade Centre, Opp. Kurla MTNL, Bandra Kurla Complex,  
Bandra (East), Mumbai - 400 051 • Phone : 6730 8400 • Fax No. : 67308401  
Visit Us At : www.wadhwadevelopers.com • Email id : imperialheights@yahoo.com

5 We have not borrowed from any financial institution for the purchase / development of the property and have not created and will not create any encumbrances on the property allotted to the said purchasers during the currency of the loan sanctioned / to be sanctioned by the Bank to them subject to due and proper performances and compliances of all terms and conditions of the sale document by the said purchasers.

6 After creation of proper charge/ mortgage and after receipt the copies thereof and after receipt of proper nomination in favour of the Bank, from the said purchasers, we are agreeable to accept State Bank of India as a nominee of the above named purchasers for the property described above and once the nomination favouring the Bank has been registered and advice sent to the Bank of having done so, I / We note not to change the same without NOC of the Bank.

7 After creation of charges/ mortgage and after receipt of the copies thereof and after receipt of the proper nomination in favour of the Bank, from the above named purchaser I / We undertake to inform the society about the Bank's charge on the said flat as and when the society is formed.

8 Please note that the payment for this transaction should be made by crossed cheque / transfer of funds favouring "Vijay Associates (Wadhwa) Construction Pvt .Ltd , Standard Chartered Bank, Bandra (West),Branch .Account No. 238-0-503334-8

9 In case of cancellation of the sale- agreement for any reason, I / We shall refund the amount by crossed cheque favouring the Bank A/C of **Mr.Aashish Kumar & Ms. Megha Chellani alias Mrs, Megha Aashish Kumar** and forward the same to you directly.

10 The signatory to this letter draws authority to sign this undertaking on behalf of the company/ firm vide Authority letter dated 27<sup>th</sup> November 2007

Yours faithfully,

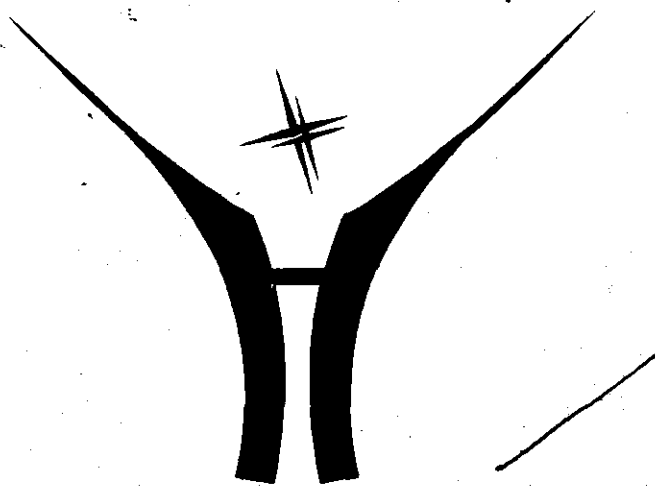
For Vijay Associates (Wadhwa) Constructions Pvt. Ltd.

  
Mr. Manoj Ahuja  
(Project Head)

Place: Mumbai

Date:

Aashish Kumar



Imperial Heights

7 star homes



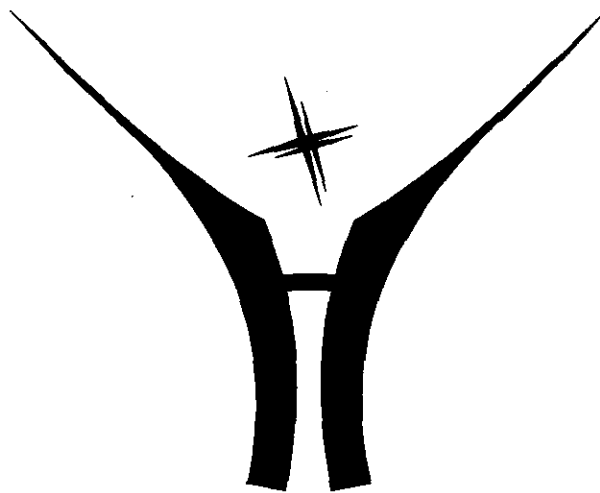
**VIJAY ASSOCIATES**  
**(WADHWA) DEVELOPERS**



## AGREEMENT FOR SALE

Flat B-06-05 Parking space No. 50 on Podium 4

in the stilt below Podium / Open Car Parking Space Above Podium



Imperial Heights

7 star homes



**VIJAY ASSOCIATES (WADHWA)**

**CONSTRUCTIONS PRIVATE LIMITED**

6th Floor, Trade Centre, Opp. MTNL Building, Bandra-Kurla Complex, Bandra (E), Mumbai-400 051

Tel : (91-22)6730 8400 Fax : (91-22) 6730 8401 E-mail : sales@wadhwadevelopers.com

Website : [www.wadhwadevelopers.com](http://www.wadhwadevelopers.com)

Original

नोंदणी 39 भ.

Regn. 39 M



Tuesday, February 23, 2010

5:30:17 PM

पावती

पावती क्र. : 1856

दिनांक 23/02/2010

गावाचे नाव गोरेगांव

दस्तऐवजाचा अनुक्रमांक

दर 91855 2010

दस्ता ऐवजाचा प्रकार

करारनामा



सादर करणाराचे नाव: आशिष कुमार

नोंदणी फी

:-

30000.00

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

:-

2340.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (117)

एकूण रु.

32340.00

आपणास हा दस्त अंदाजे 5:44PM ह्या वेळेस मिळेल

*Handwritten signature*

दरम निबंधक  
वर. मुख्य निबंधक (कोविदली)  
दंडा उपनगर जिल्हा

बाजार मूल्य: 5976500 रु. मोबदला: 19598000रु.

भरलेले मुद्रांक शुल्क: 962880 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: एच डी एफ सी बँक;

डीडी/धनाकर्ष क्रमांक: 055590; रक्कम: 30000 रु.; दिनांक: 08/02/2010

**DELIVERED**

# मूल्यांकन पत्रक

मूल्यांकनाचे वर्ष	2010	दिनांक	2/23/2010
जिल्हा	मुंबई(उपनगर)		
प्रमुख मुल्य विभाग	- 56-गोरेगाव ( बोरीवली )		
उपमुख्य विभाग	- 56/256-भुभाग : उत्तरेस गाव हद्द, पुर्वेस खाडी, दक्षिण व पश्चिमेस गावाची सीमा.		
मिळकतीचा क्रमांक	इतर --		
नागरी क्षेत्राचे नांव	मुंबई(उपनगर)		
मिळकतीचे वर्गीकरण	बांधीव		

बाजार मूल्य दर तक्त्यानुसार प्रति चौ. मीटर मूल्यदर

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक
16,200	36,100	45,100	54,100	36,100

मिळकतीचे क्षेत्र	155.01	चौरस मीटर	बांधकामाचे वर्गीकरण	1-आर सी सी
मिळकतीचा वापर	निवासी सदनिका		उद्वाहन सुविधा	आहे
मिळकतीचे वय	0 TO 2	(Rule 5)	मजला	6

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	=	घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर * घसारा टक्केवारी	(Rule 5 or 8)
	=	36,100.00 * 100.00 /100	
	=	36,100.00	

A) मुख्य मिळकतीचे मूल्य	=	घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर * मिळकतीचे क्षेत्र	(Rule 19 or 20)
	=	36,100.00	* मजला निहाय घट/वाढ
	=	5,875,654.05	* 105.00 /100

E) बंदिस्त वाहन तळाचे क्षेत्र	=	11.15 चौरस मीट	(Rule 17(1))
बंदिस्त वाहन तळाचे मूल्य	=	11.15 * (25.00 / 100) * 36,100.00	
	=	100,628.75	



एकत्रित अंतिम मूल्य	=	मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + पोटमाक्याचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य
	=	<b>A + B + C + D + E + F + G + H</b>
	=	5,875,654.05 + 0.00 + 0.00 + 0.00
	+ 100,628.75 + 0.00 + 0.00 + 0.00	
	=	5,976,283.00

बदर-२/	
१८५५	१
२०१०	

262880/1

**THE KAPOL LTD.**  
**CO-OP. BANK LTD.**  
**(MULTI STATE BANKING)**

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

Customer's Copy

Branch: 11/2/B Date: 11/2/10

Pay to: Agent Only

Franklin: Rs. 962980/-

Service Charges: Rs. 20/-

Stamp: Rs. 963000

Name & Address of the Stamp duty paying party: others.

Train ID: A234 Rs.

PL-546 Rs. \_\_\_\_\_

Stamping Sr. No. \_\_\_\_\_

DOCUMENTS DELIVERED

Officer: \_\_\_\_\_

REGISTRATION NO. 152

Serial No. of the Document 91

Drawn on: FC BANK.

Sanction No. (5) 54

(For Bank's Use Only)

914	2
2080	

*Andish*

*Kellam*

ARTICLES OF AGREEMENT made at Mumbai this 17<sup>th</sup> day of FEBRUARY in the Christian Year Two Thousand TEN (2010) BETWEEN VIJAY ASSOCIATES (WADHWA) CONSTRUCTIONS PRIVATE LIMITED, a Company incorporated under provisions of the Companies Act, 1956 and having its registered office at 425-A, Vasukamal, 14<sup>th</sup> Road, Bandra (West), Mumbai 400 050, hereinafter referred to as the "PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors-in-title and assigns) of the ONE PART and

For The Kapol Co-operative Bank Ltd.,  
Authorized Signatory  
D-55, Sahar Road, Andheri (East),  
Mumbai-400 098  
Tel: 022-2610605/1993-96

INDIA

38098

198283

09628801-PB5502

MAHARASHTRA

SPECIAL ADHESIVE

FEB 11 2010

15:57

*[Handwritten mark]*

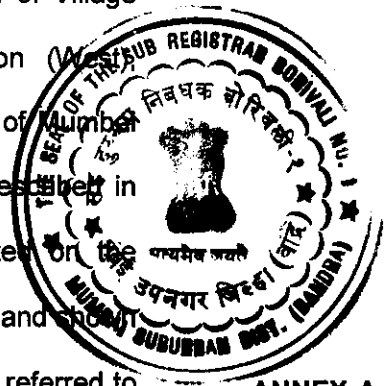
MRS. MEGHA AASHISH KUMAR (KNEE)

MR. AASHISH KUMAR AND MS. MEGHA CHELLANI

of Mumbai Indian Inhabitant residing at/ having his/her/their address at  
A/404 JEROME APARTMENTS SUNDARVAGAR KALINA  
SANTACRUZ (C) MUMBAI - 400 098  
\_\_\_\_\_ hereinafter called "THE FLAT ALLOTTEE" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the OTHER PART:

**WHEREAS:**

A. The BRIHAN MUMBAI ELECTRIC SUPPLY AND TRANSPORT UNDERTAKING (hereinafter referred to as "THE BEST") is seized and possessed of or otherwise well and sufficiently entitled to a plot of land admeasuring in aggregate 1,54,082.40 sq.mts. bearing C. T. S. No.1(Pt), Survey No.6 (Pt) of Village Goregaon at BEST NAGAR, Oshiwara, Goregaon (West) Mumbai in the Registration District and Sub District of Mumbai City and Mumbai Suburban and more particularly described in the First Schedule hereunder written and delineated on the PLAN annexed hereto and marked ANNEXURE "A" and shown thereon by a red coloured boundary line (hereinafter referred to as the "Larger Property");



ANNEX-A

2

बदर-२/	
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*Aashish*

*M. Chellani*

B. The Urban Development Department of Government of Maharashtra vide its Notification No. TPB-4395/1472/CR-51/97/UD-11 dated 27/07/2006/ accorded its approval to THE BEST to develop its various sites such as BEST Bus Depot, BEST Receiving Station, BEST Substation, BEST Bus Station, BEST Terminus and Staff Quarters, BEST Bus Depot and Transport Carriage, BEST Housing, BEST Staff Quarters properties for specified purpose coupled with commercial usages to the extent of 30% built up area of the total permissible floor area of Plot and such increase therein as may be permitted by the Government. A copy of the said Notification is hereto annexed and marked ANNEXURE "A-1";

A-1

C. The BEST is desirous of developing a duly demarcated plot being portion of the said Larger Property forming part of a layout which is not subdivided but numbered for identification as Plot No.2A of land bearing C.T. S. No. 1 (Part), Survey No. 6 (part) measuring 27,913.93 sq.mts. located between Osmiwara Officers Quarters and Ankur Co-operative Housing Society (containing permissible FSI of 38,653.00 sq.mtrs calculated on 30% built up area of the total permissible floor area of the Property) for commercial/ residential purposes and with the right to utilize full potential of the Transferable Development



3

*[Handwritten signature]*

*[Handwritten signature: Chellani]*

*[Handwritten signature: Jadhav]*

बदर-२/	
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Rights (TDR) of the said Larger Property admeasuring 1,54,082.40 sq.mtrs. i.e. 60,350 sq.mtrs or thereabouts together with further increase in FSI from the present 30% as may be permitted and more particularly described in Second Schedule hereunder written and more particularly delineated on the plan annexed hereto and shown thereon by blue coloured boundary line (herein referred to as "the Said Property");

D. As per one of the terms and conditions of layout of BEST property of S. No. 6(pt) sanctioned by the Municipal Commissioner on 23.10.1989, it was required to exchange the Plot No.2 admeasuring 2500 sq.mtrs belonging to the BEST Undertaking falling beyond the nallah with that of Plot marked "P" as belonging to M. C. G. M. (Non contagious) admeasuring 1900 sq. mtrs. Accordingly, handing over /taking over formality of the said plots has been completed on 24.5.1996 subject to area confirmation from District Inspector of Land Records

E. The BEST issued a Tender Notice No.AGM/3/156/2006 inviting tenders for the development of the Said Property on the terms and conditions stipulated in the Tender Document. per the said Tender, offers were invited for planning, designing and construction and financing of residential/commercial



4

*L. Lellam*

बदर-२/	
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*Aashish*

buildings on the Said Property, obtaining of clearance from statutory authorities including Ministry of Environment and Forest Department, obtaining "NOC" from the MCGM/UDD of Government of Maharashtra for modification to the reservation as Bus Depot, Scrap Yard, Staff Housing-Cum-Commercial/Residential Complex etc. on payment to the BEST of one time non refundable premium for total constructed area;

- F. The said Tender provided that in consideration of the premium paid to the BEST and proposed development of the Said Property, the Developer is entitled to allot, transfer and nominate Allottee of residential/commercial Premises/Units to be constructed on the Said Property to the BEST and upon completion of the proposed development as per the then prevailing policy of BEST, the Said Property standing thereon shall be leased to the Society/ Condominium of Apartments/Limited Company (hereinafter referred to as the "Common Organisation") to be formed by the Allottees of the residential units/commercial units so constructed on the Said Property initially for a period of 60 years (30 + 30) to be renewed thereafter for lease rent.



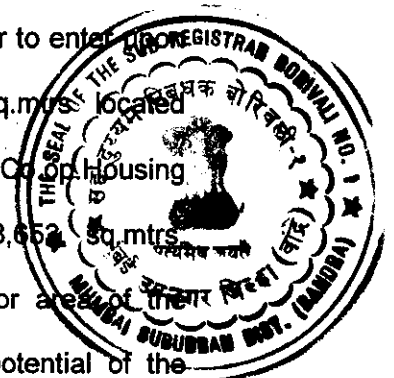
बंदर-२/	
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*Chellani*

*Adrish*

G. The Promoter's Tender or Bid for development of the Said Property at the premium, cost and on the terms and conditions of the Tender Documents was accepted by the BEST in pursuance of which BEST issued Letter of Acceptance bearing No. AGM (C) Dysupdt/4902-IV/63735/2006 dated 13/11/2006 ("LOA") in favour of M/s Vijay Associates (Wadhwa) (subsequently substituted by the name of the Promoter herein), accepting the Promoter's offer on the "Terms and Conditions of Contract" alongwith any addenda/ corrigenda;

H. By an Agreement for Development dated 18<sup>th</sup> May 2007, registered with the Sub Registrar Borivali No. 4 under No. BDR-10-4001 of 2007 and made between the BEST therein referred to as the "Lessor" of the One Part and the Promoter herein, therein referred to as the "Developer" of the Other Part, the BEST has authorized and permitted the Promoter to enter into the said Property admeasuring 27,913.93 sq.mtrs located between Oshiwara Officers Quarters and Ankur Co-op Housing Society (containing permissible F. S. I. on 38,652 sq.mtrs calculated on 30% of the total permissible floor area of the Larger Property) and with right to utilize full potential of the Transferable Development Rights ("TDR") of the Larger



बदर-२/	
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*Amish*

*L. Hellani*

Property admeasuring 1,54,082.40 sq. mtrs. i.e. 60350 sq.mtrs. or thereabouts and more particularly described in the Second Schedule hereunder written delineated on the plan annexed hereto and shown thereon by blue coloured boundary line (hereinafter referred to as the "the Said Property ") for carrying out development of the Said Property by constructing building for commercial / residential purposes and to allot for such consideration as the Promoter may deem fit, receive consideration directly without recourse to BEST nominate Allottee(s) of residential/Commercial Premises to the BEST upon the terms and conditions mentioned in the said Agreement for Development with right to dispose off the constructed premises in the manner aforesated;

I. The BEST has executed Power of Attorney also dated 18<sup>th</sup> May, 2007 in favour of the Promoter authorising the Promoter to execute various acts, deeds, matters and things for and on behalf of the BEST as set out therein.

J. The Promoter is accordingly constructing on the Said Property or more residential buildings being Towers A, B, C and D to be collectively known as "Imperial Heights" having 4 level podium.



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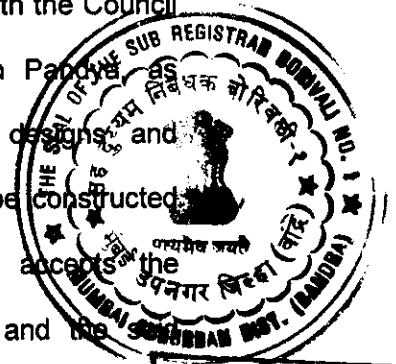
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podium / environment deck and 44 upper floors as may be permitted and sanctioned from time to time in accordance with the said plans and permissions (hereinafter referred to as "the said Building");

K. The Municipal Corporation of the Greater Mumbai (MCGM) has approved the plans in respect of Tower A/B/C/D of the said buildings to be known as "Imperial Heights" and accordingly has issued Intimation of Disapproval (IOD) bearing No.E.B/CE/9430 dated 14<sup>th</sup> JUNE 2007 and Commencement Certificate (C.C.) bearing No. CHE / 9430 dated 21<sup>st</sup> JUNE 2007;

L. The Promoter has entered into a prescribed Agreement with the Architect Mr. Tarun Motta, Teearch registered with the Council of Architects and also appointed Mr. Niranjan Pabode Structural Engineers for preparing structural designs and drawings and specifications of the buildings to be constructed on the Said Property and the Flat Allottee accepts the professional supervision of the said Architect and the structural Engineer till the completion of the said buildings unless otherwise changed;



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M. It is clarified by the Promoter that the aforesaid building plans, though approved by the MCGM are tentative and are liable to be changed and/or revised and/or amended as per the requirements of the Promoter and Promoter is intending to utilize additional T.D.R. F.S.I. on the said property and construct additional Floors/Wing in the said Building and/or as may be ultimately approved/sanctioned by MCGM and other concerned public bodies and authorities. The Promoter reserves the right to do so and this right of the Promoter is acknowledged and accepted by the Flat Allottee;

N. The Flat Allottee has/have demanded from the Promoter and the Promoter has given copies and inspection of originals to the Flat Allottee of all the documents of title relating to the Said Property, Tender, LOA, the said Agreement for Development dated 18<sup>th</sup> May, 2007 the plans, designs and specifications prepared by the Promoter's Architect and of such other documents specified under the Maharashtra Ownership Flats (Regulation of the Promoter of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the MOFA") and the files made thereunder;



O. The Promoter has disclosed to the Flat Allottee that a Writ

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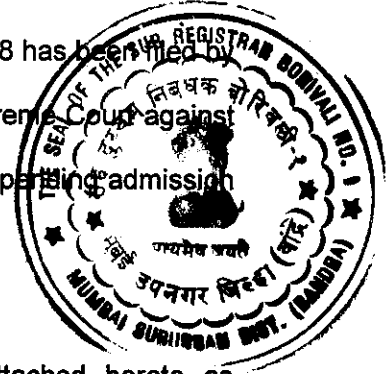
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Petition being Writ Petition No. 2296 of 2007 was filed in the Ordinary Original Civil Jurisdiction of the High Court of Judicature at Bombay by the BEST Workers' Union against the State of Maharashtra and Ors. interalia challenging the issue of Notification No. TPB 4395 / 1472/CR-51/97UD-11 dated 27<sup>th</sup> July 2006 issued by the State of Maharashtra seeking to modify D. C. Regulation No. 9 permitting B. E. S. T. to develop its property for commercial user and for other reliefs. The said Writ Petition was however dismissed by a Division Bench of the Hon'ble High Court by its Order dated 21<sup>st</sup> August 2008;

P. A Special Leave Petition No.(C) 23447 of 2008 has been filed by the BEST Workers Union in the Hon'ble Supreme Court against the said order dated 21<sup>st</sup> August 2008 and is pending admission (hereinafter referred to as "the said SLP");



Q. Copies of the following documents are attached hereto as

Annexure "B" to "F":-

Annexure "B"

Copies of the Property Cards

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Annexure "C"

Copy of Intimation of Disapproval (I.O.D.) dated 14<sup>th</sup> JUNE 2007 and

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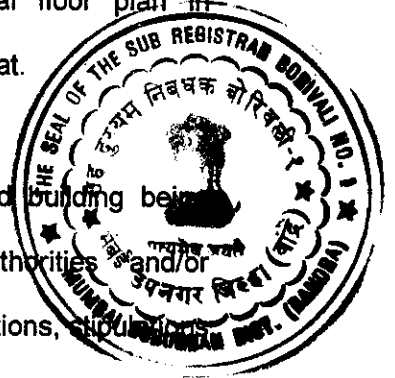
bearing No. E.B/CE9430 of Tower  
A/B/C/D.

Annexure "D" Copy of Commencement Certificate  
(C.C.) dated 21<sup>st</sup> JUNE 2007 and  
bearing No. CHE/9430.

Annexure "E" A Copy of the Certificate of Title  
dated 7<sup>th</sup> November, 2008 issued by  
M/s. M.V. Kini & Co. Advocates &  
Solicitors of the BEST.

Annexure "F" Copy of the typical floor plan in  
respect of the said flat.

R. While sanctioning the said plans for the said building being  
Tower A/B/C/D the concerned local authorities and/or  
government has laid down certain terms, conditions, stipulations  
and restrictions which are to be observed and performed by the  
Promoter while developing the Said Property and the said  
building and upon due observance and performance of which  
only the occupation and the completion certificates in respect of



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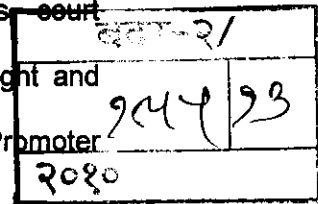
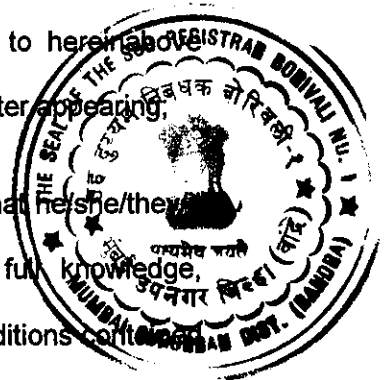
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the said building shall be granted by the concerned local authority;

S. The Flat Allottee/s being fully satisfied in respect of the title of the BEST to the Said Property and the right of the Developer to carry out development on the said property has/have approached the Promoter and applied for allotment in the manner aforesaid of Flat No. 05 on the 06<sup>th</sup> floor (alongwith the attached terrace, if applicable) of Tower A/B/C/D of the buildings to be known as "Imperial Heights" being constructed on the Said Property (hereinafter referred to as "the said flat") with full notice of and on the basis of the terms conditions and provisions contained in the Tender, LOA and Agreement for Development dated 18<sup>th</sup> May, 2007, documents papers, plans, orders, schemes, etc. referred to hereinafter and subject to the terms and conditions hereinafter appearing,

T. The Flat Allottee/s hereby expressly confirms that he/she/they has/have entered into this Agreement with full knowledge, implication, effect etc. of various terms and conditions contained in the documents, papers, plans, orders, resolutions, court order/s schemes, development project including the right and entitlements available to and reserved by the Promoter contained in these presents;



U. Relying upon the said applications, declarations and agreements herein contained, the Promoter agrees to allot to the Flat Allottee/s the said Flat/Premises/Units in the manner envisaged herein at the price and on the terms and conditions hereinafter appearing.

**NOW IT IS HEREBY AGREED, DECLARED, RECORDED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1.1. 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.

1.2 The Promoter shall construct four (4) or more residential buildings on the area shown on the plan being Annexure "A" hereto on the Property more particularly described in Second Schedule hereunder written and more particularly delineated on the plan Annexure "A" hereto and thereon by blue coloured boundary line (hereinafter referred to as "the said Project")

to be collectively known as "Imperial Heights" having four (4) podium, podium/ environment deck and 44 upper floors and



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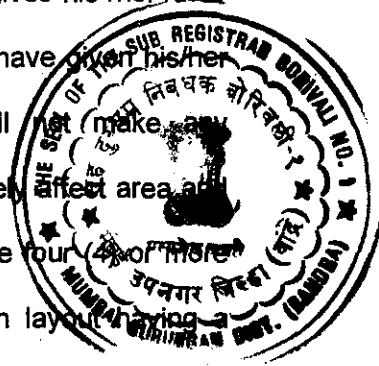
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subject to right to utilise further T.D.R. F.S.I. and construct further Floors/Wings in accordance with necessary approvals, permissions and clearances from all Statutory Authorities including Ministry of Environment and Forest Department, Coastal Regulation Zone, Urban Development Department and in accordance with the plans, designs and specifications approved by the MCGM and other local authorities which have been seen and approved by the Flat Allottee/s with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/Government to be made in them or any of them. It is specifically agreed and understood that if any consent is required to be taken by the Promoter before carrying out any of the changes, then the Flat Allottee/s hereby gives his /her /their

irrevocable consent and shall be deemed to have given his/her consent. Provided that the Promoter shall not make any variations or modifications which may adversely affect area of floor of the said flat of the Flat Allottee/s. The four residential towers shall form one common layout having a common recreation garden and club house at the podium level

as common amenities to be provided on portion of the Property delineated on the layout plan annexed hereto as



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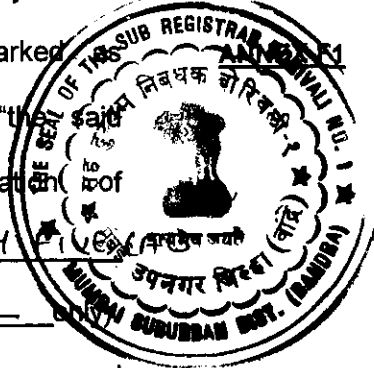
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Annexure "A" and thereon shown surrounded by green colour boundary lines.

2. Subject to the rights and privileges reserved by the Promoter and subject to the disclosures made by the Promoter, the Flat Allottee/s hereby agree/s to acquire from the Promoter and the Promoter hereby agrees to allot to the Flat Allottee/s Flat/Premises/Unit No. 05 on the 06<sup>th</sup> floor admeasuring                      sq. mtrs. equivalent to 1390 sq. ft. (carpet area) as shown bounded by red colour boundary line on the typical floor plan thereof hereto annexed and marked **ANNEXURE "F"** with car parking space No. 50 in the podium level/stilt of Tower A/B/C/D of the said buildings to be known as "Imperial Heights" and shown bounded by red colour boundary line on the car parking plan annexed hereto and marked **ANNEXURE "F1"** (hereinafter referred to as "the said premises/unit/flat") at and for the consideration of Rs. 19598000-(Rupees ONE CRORE NINETY NINETY EIGHT THOUSAND including the NIL consideration of the common area and facilities appurtenant to the said premises/unit/flat and after receipt of Occupation Certificate in respect of the said Building to nominate Flat Allottee to the BEST with a right to obtain lease

**ANNEX-F**



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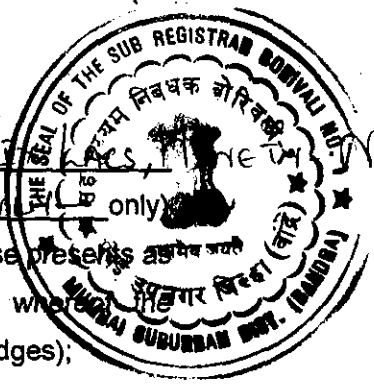
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in favour of the Society (common organisation). Hereinafter the Tower A/B/C/D in which the said premises/unit/flat is situated shall be individually referred to as "the said building" and the four buildings collectively shall be referred to as "the said Buildings" wherever the context so requires. The nature, extent and description of the common areas and facilities are more particularly described in Third Schedule hereunder written.

3. The Flat Allottee/s hereby agree/s to pay to the Promoter the said consideration of Rs. 19598000/- (Rupees ONE CRORE NINETY FIVE LACS NINETY EIGHT THOUSAND only) in the following manner:

(i) Rs. 5699400/- (Rupees FIFTY SIX LACS, THIRTY NINE THOUSAND, FOUR HUNDRED ONLY) only  
 i.e. 30% paid on or before execution of these presents and by way of earnest money (receipt whereof Promoter doth hereby admits and acknowledges);



(ii) Rs. 1899800/- (Rupees EIGHTEEN LACS, THIRTY-NINE THOUSAND, EIGHT HUNDRED ONLY - only)  
 i.e. 10% within 7 days of completion of the floor slab of 1<sup>st</sup> level of podium of the said building ;

(iii) Rs. 4,74,950/- (Rupees FOUR LACS, SEVENTY FOUR THOUSAND, NINE HUNDRED FIFTY - only)

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i.e. 2.5% within 7 days of completion of floor slab of 3<sup>rd</sup> level of podium of the said building;

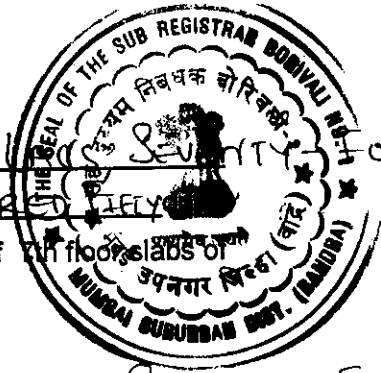
(iv) Rs. 4,74,950/- (Rupees FOUR LACS, SEVENTY-FOUR THOUSAND, NINE HUNDRED FIFTY only)  
i.e. 2.5% within 7 days of completion of 1st floor slabs of the said building;

(v) Rs. 4,74,950/- (Rupees FOUR LACS, SEVENTY-FOUR THOUSAND, NINE HUNDRED FIFTY only)  
i.e. 2.5% within 7 days of completion of 3rd floor slabs of the said building;

(vi) Rs. 4,74,950/- (Rupees FOUR LACS, SEVENTY-FOUR THOUSAND, NINE HUNDRED FIFTY - only)  
i.e. 2.5% within 7 days of completion of 5th floor slabs of the said building;

(vii) Rs. 4,74,950/- (Rupees FOUR LACS, SEVENTY-FOUR THOUSAND, NINE HUNDRED FIFTY only)  
i.e. 2.5% within 7 days of completion of 7th floor slabs of the said building;

(viii) Rs. 4,74,950/- (Rupees FOUR LACS, SEVENTY-FOUR THOUSAND, NINE HUNDRED FIFTY - only)  
i.e. 2.5% within 7 days of completion of 9th floor slabs of the said building;



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- (ix) Rs. 4,74,950 /-(Rupees FOUR LACS, SEVENTY-FOUR THOUSAND, NINE HUNDRED FIFTY-only)  
i.e. 2.5% within 7 days of completion of 11th floor slabs of the said building;
- (x) Rs. 4,74,950 /-(Rupees FOUR LACS, SEVENTY-FOUR THOUSAND, NINE HUNDRED FIFTY-only)  
within i.e. 2.5% 7 days of completion of 13th floor slabs of the said building;
- (xi) Rs. 4,74,950 /-(Rupees FOUR LACS, SEVENTY-FOUR THOUSAND, NINE HUNDRED FIFTY only)  
i.e. 2.5% within 7 days of completion of 16th floor slabs of the said building;
- (xii) Rs. 4,74,950 /-(Rupees FOUR LACS, SEVENTY-FOUR THOUSAND, NINE HUNDRED FIFTY only)  
i.e. 2.5% within 7 days of completion of 19<sup>th</sup> floor of the said building;
- (xiii) Rs. 4,74,950 /-(Rupees FOUR LACS, SEVENTY-FOUR THOUSAND, NINE HUNDRED FIFTY only)  
i.e. 2.5% within 7 days of completion of 22<sup>nd</sup> floor slabs of the said building;



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(xiv) Rs. 4,74,950/- (Rupees FOUR LACS, SEVENTY-FOUR THOUSAND, NINE HUNDRED FIFTY- only)  
i.e. 2.5% within 7 days of completion of 25<sup>th</sup> floor slabs of the said building;

(xv) Rs. 4,74,950/- (Rupees FOUR LACS, SEVENTY-FOUR THOUSAND, NINE HUNDRED FIFTY- only)  
i.e. 2.5% within 7 days of completion of 28<sup>th</sup> floor slabs of the said building;

(xvi) Rs. 4,74,950/- (Rupees FOUR LACS, SEVENTY-FOUR THOUSAND, NINE HUNDRED FIFTY only)  
i.e. 2.5% within 7 days of completion of 31<sup>st</sup> floor slabs of the said building;

(xvii) Rs. 4,74,950/- (Rupees FOUR LACS, SEVENTY-FOUR THOUSAND, NINE HUNDRED FIFTY- only)  
i.e. 2.5% within 7 days of completion of 34<sup>th</sup> floor slabs of the said building;

(xviii) Rs. 4,74,950/- (Rupees FOUR LACS, SEVENTY-FOUR THOUSAND, NINE HUNDRED FIFTY- only)  
i.e. 2.5% within 7 days of completion of 37<sup>th</sup> floor slabs of the said building;



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(xix) Rs. 4,74,950/- (Rupees FOUR LACS, SEVENTY-FOUR THOUSAND, NINE HUNDRED FIFTY only)  
i.e. 2.5% within 7 days of completion of 40<sup>th</sup> floor slabs of the said building;

(xx) Rs. 4,74,950/- (Rupees FOUR LACS, SEVENTY-FOUR THOUSAND, NINE HUNDRED FIFTY only)  
i.e. 2.5% within 7 days of completion of 43<sup>rd</sup> floor slabs of the said building;

(xxi) Rs. 4,74,950/- (Rupees FOUR LACS, SEVENTY-FOUR THOUSAND, NINE HUNDRED FIFTY only)  
i.e. 2.5% within 7 days of completion of internal walls of the said premises;

(xxii) Rs. 4,74,950/- (Rupees FOUR LACS, SEVENTY-FOUR THOUSAND, NINE HUNDRED FIFTY only)  
i.e. 2.5% within 7 days of completion of floor work of the said premises;

(xxiii) Rs. 4,74,950/- (Rupees FOUR LACS, SEVENTY-FOUR THOUSAND, NINE HUNDRED FIFTY only)  
i.e. 2.5% within 7 days of completion of electrical work of the said premises;



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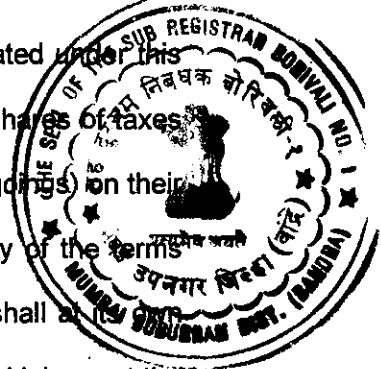
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(xxiv) Rs. 474950/- (Rupees FOUR LACS, SEVENTY-FOUR THOUSAND, NINE HUNDRED FIFTY only)  
i.e. 2.5% within \_ days of completion of internal painting work of the said premises;

(xxv) Rs. 1549900/- (Rupees FIFTEEN LACS, FORTY-NINE THOUSAND, NINE HUNDRED — only)  
i.e. 5% of against delivery of possession of the said premises/unit/flat;

Time as to payment shall be of the essence and the Flat Allottee /s shall be liable to pay interest @ 12% p.a. on all delayed payments from the due date till the date of payment thereof.

4. Without prejudice to the rights of the Promoter to receive interest @ 12% p.a. on all delayed payments in the event of the Flat Allottee/s making any default in payment of any installment of the purchase price and/or other payments stipulated under this Agreement (including his/her/their proportionate share 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 Promoter shall at its option be entitled to terminate this Agreement in which event the consequences hereinafter set out shall follow:



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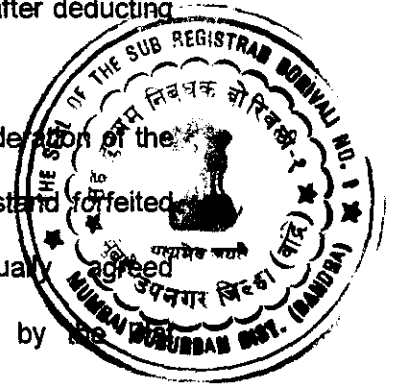
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- (a) the Flat Allottee/s shall cease to have any right or interest in the said Premises/unit/flat or any part thereof;
- (b) the Promoter shall be entitled to allot the said premises/unit/flat at such price and on the terms and conditions to such other person or party as the Promoter may in its absolute discretion deem fit;
- (c) on the realization of the entire consideration from the Prospective New Flat Allottee/s of the said premises/unit/flat, the Promoter shall refund to the Flat Allottee/s the amount paid by the Flat Allottee/s to the Promoter in pursuance of this Agreement after deducting therefrom:

- (i) Rs. 500000 being % of the consideration of the said premises/unit/flat (which is to stand forfeited by the Promoter; ) as mutually agreed compensation agreed to be paid by the Allottee to the Promoter.

- (ii) Service Tax, VAT and all other taxes , if any, paid or payable on this Agreement.



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- (iii) the taxes and outgoings, if any, due and payable by the Flat Allottee/s in respect of the said premises/unit/flat upto the date of termination of this Agreement;
- (iv) the amount of interest payable by the Flat Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- (v) in the event of the Allotment consideration the New Prospective Allottee being less than the consideration mentioned herein, the amount of such deficit.
- (d) The Promoter shall, in the event of any shortfall, be entitled to recover the said amounts from the Flat Allottee/s. The Promoter shall not be liable to pay to the Flat Allottee/s any interest, compensation or damages or costs otherwise. The amount shall be accepted by the Flat Allottee/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the premises/unit/flat.



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The Flat Allottee/s agree that receipt of the said refund by cheque from the Promoter by the Flat Allottee/s by registered post acknowledgement due at the address given by the Flat Allottee/s in these presents whether the Flat Allottee/s accept/s or encashe/s the cheque or not, will amount to the said mutually agreed refund.

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



5. The fixtures, fittings and amenities to be provided by Promoter in the said premises/unit/flat and the said building in which the said premises/unit/flat is situated are those that are set out in ANNEXURE "G" annexed hereto.

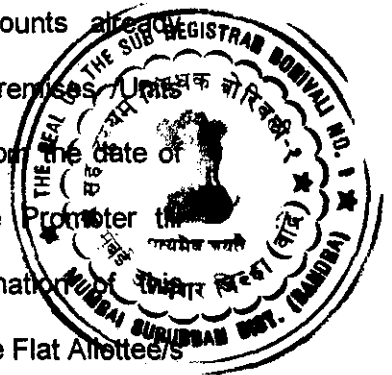
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6. Subject to the payment of the entire consideration by the Flat Allottee/s to the Promoter as provided hereinabove, the Promoter shall give possession of the said premises/unit/flat to the Flat Allottee/s on or before MARCH 2011 on receipt of Occupation Certificate from M.C.G.M. subject to any Force Majeure and Vis Majeure conditions disturbing the schedule of construction and in which case the said date of handing over possession shall stand extended pro-rata. If the Promoter fails or neglects to give possession of the said premises/unit/flat to the Flat Allottee/s on such aforesaid date subject to a further grace period of six (6) months and/or on such date as may be extended by mutual consent then the Flat Allottee/s shall have the option to terminate this Agreement after giving 15 days notice in writing, whereupon the Promoter shall be liable on demand to refund to the Flat Allottee/s amounts already received by it in respect of the said Flats / Premises / Units alongwith simple interest @ 12% per annum from the date of the receipt of the respective amounts by the Promoter till the payment. It is agreed that upon the termination of this Agreement by the Flat Allottee/s, the claim of the Flat Allottee/s shall be restricted to refund of monies paid with simple interest @ 12% p.a. thereon and that the Flat Allottee/s shall neither be entitled to claim nor claim for any loss and/or damages and/or



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mental trauma or otherwise howsoever. Till the entire amount alongwith interest thereon is refunded by the Promoter to the Flat Allottee/s the same shall subject to prior encumbrance if any, be a charge on the said premises/unit/flat but only to the extent of the amount so due to the Flat Allottee/s and Promoter shall be entitled to allot and/or deal with and dispose off the said Flat to any third party without reference or recourse to the Flat Allottee. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Flat Allottee/s under this Agreement. The Flat Allottee/s agree that receipt of the said refund by cheque from the Promoter by the Flat Allottee/s by registered post acknowledgement due at the address given by the Flat Allottee/s in these presents whether the Flat Allottee/s accept/s or encashe/s the cheque or not, will amount to the said mutually agreed refund.

The Promoter shall hand over the possession of the states hereinabove but subject however to the availability of state cement and other building material and grant of necessary electric and water connections or supply and other building material and also subject to any war, civil commotion, riots or act of God such as earthquake, flood or other natural calamities and also subject to the Government restrictions and/or enemy



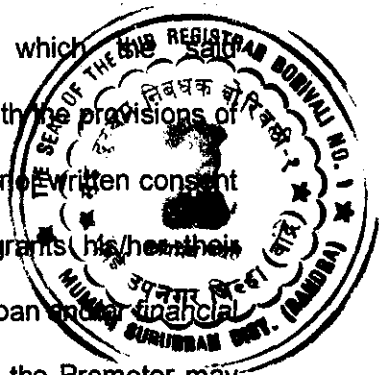
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action, war, strike or any notice, order, rule, notification of the government and/or other public or competent authority or any cause beyond the control of the Promoter or any other reasonable cause and the Flat Allottee/s agree to ignore reasonable delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Promoter as per the provisions of section 8 of the MOFA.

7. The Promoter may avail from banks/financial institutions loan/financial assistance for development of the Said Property including the said building in which the said premises/unit/flat is situated and as a security for the payment thereof, may create security on the Said Property together with the building constructed / to be constructed in which the said premises/unit/flat is situated in accordance with the provisions of Agreement for Development and subject to prior written consent of the BEST. The Flat Allottee/s hereby grants (his/hers/their consent to the Promoter for availing of such loan and/or financial assistance on such terms and conditions as the Promoter may deem fit and proper.



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8., The Promoter hereby agrees that it shall before handing over the possession of the said premises/unit/flat to the Flat Allottee/s as also before execution of lease of the Said Property in accordance with its policy by the BEST in favour of the Society or Condominium or Limited Company to be formed by the Allottees of flats/premises/units in the said buildings namely Tower A/B/C/D to be constructed on the Said Property (hereinafter referred to as "the said Common Organization") make full and true disclosure of the nature of its title to the Said Property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the Said Property and shall, as far as practicable, ensure that the Said Property is free from all encumbrances. The Promoter hereby further undertakes to indemnify and keep indemnified the Flat Allottee/s against all losses, costs, charges and expenses that the BEST or Allottee/s may incur or suffer on account of any adverse order or decree that may be passed in the said SLP provided the Flat Allottee/s is not exercising his/her/their option of termination of this Agreement under Clause 6 hereinabove.



9. The Promoter hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the BEST or any concerned

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local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said premises/unit/flat to the Flat Allottee/s, obtain from the concerned local authority occupation in respect of the said premises/unit/flat . Thereafter the same shall be complied and performed by the Flat Allottee/s.

10. It is hereby expressly clarified, agreed and understood between the parties hereto that :

(a) The Promoter hereby declares that no part of the FSI relating to the Said Property has been utilised by the Promoter elsewhere for any purpose whatsoever save and except in construction of the said Buildings;

(b) The Promoter alone shall have the full right, absolute authority and unfettered discretion to use, utilise and consume the entire unconsumed and residual FSI/TDR FSI, if any in respect of the said Larger Property and/or the Said Property as the case may be and as may be permitted by BEST from time to time and the entire increased, additional and extra FSI/TDR which may be



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available at any time hereafter in respect thereof for any reason whatsoever. The Flat Allottee/s shall not 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 Promoter alone shall be entitled to use, utilise and consume the entire increased, additional and extra F.S.I. and/or FSI married to the said Larger Property which may be available at any time hereafter in respect of the said Larger Property and/or any part thereof and/or if any TDR-FSI consumption is possible exceeding present norms of the BEST on the said Larger Property or any part thereof for any reason whatsoever for construction on the Said Property in any manner it seems fit and proper, and as may be legally permitted, whether now or at any time in future;



- (d) The Promoter and/or its nominees as the case may be shall have the full right, absolute authority and unfettered discretion to use, utilise and consume the aforesaid increased FSI and/or TDR FSI for construction on the

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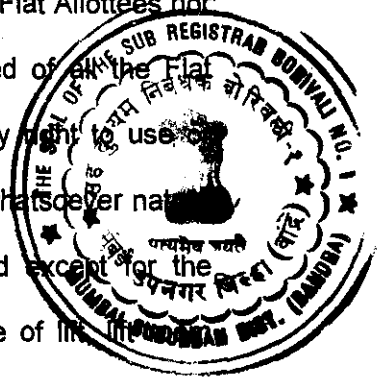
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said Larger Property or any part thereof including the Said Property as may be permitted by BEST and/or law, for the purpose of extending the said building thereon, and/or for constructing any new and additional structures/ buildings/wings and floors thereon, and/or otherwise howsoever, as the Promoter may desire and deem fit and proper;

- (e) The lift machine room and water tank shall be located on the common terrace above the topmost floor of the said building. The said common terrace is agreed to be left open to the sky for further and additional constructions thereon by the Promoter in future at any stage and/or time in terms of this Clause. Neither the Flat Allottees nor the Common Organisation to be formed of the Flat Allottees nor its members will 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, fire escape and water tanks;



- (f) The said Common Organisation shall admit as its members all Allottees of such new and additional

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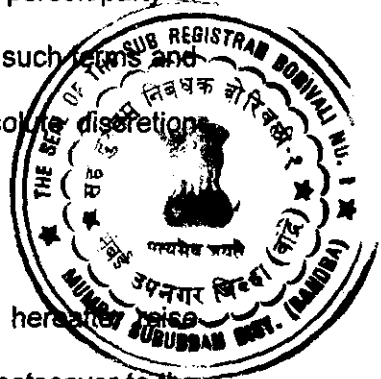
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flats/units/premises whenever constructed on the said Larger Property or any part thereof including the Said Property;

(g) The Right to deal with and allot all such new and additional tenements, flats, units, premises buildings/wings and structures shall absolutely and exclusively belong to the Promoter and/or its nominees as the case may be and neither the Flat Allottee/s herein, nor the said Common Organisation shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoter shall be entitled to allot, let-out, deal with, 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;



(h) The Flat Allottee/s shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this clause, or to the Promoter exercising its rights as mentioned herein, nor shall they claim any abatement or reduction in the purchase price due to the

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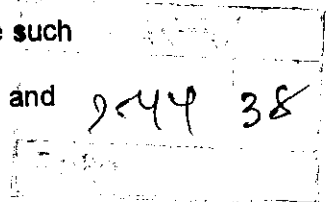
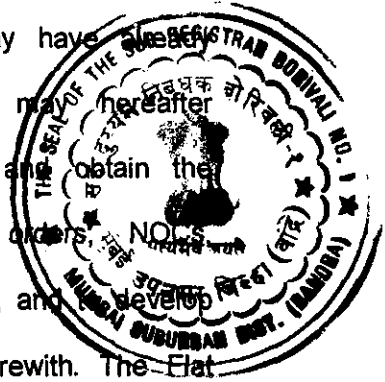
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same nor shall they claim any compensation or damages from the Promoter due to the same on any ground whatsoever, including on the ground of any inconvenience or nuisance which may be caused due to the Promoter putting up and effecting such new and additional construction as mentioned hereinabove and/or poor light and-ventilation and/or increase in density and pollution of environment and/or reduced supply of water and electricity;

- (i) It is agreed and understood that at any time before the execution of the Indenture of Lease as envisaged herein in favour of the said Common Organisation the Promoter shall be entitled to amalgamate the said property with any other adjacent property which it may have already purchased/ acquired, or which it may hereafter purchase/acquire, and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the Said Property in accordance therewith. The Flat Allottee/s shall not raise any objection to or dispute such amalgamation of the Said Property by the Promoter; and



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(j) The provisions of this clause shall always be of the essence of this Agreement and shall run with the land and the covenants shall be included in the vesting document.

11. It is hereby agreed and understood by and between the parties hereto that the Promoter shall at their absolute discretion be entitled to, empowered and as such to decide as to the nature of the Common Organisation to be formed of all the Allottees of the flats/premises/units in the said Buildings viz., Society, Condominium and/or the Limited Company (hereinafter referred to as "the Common Organisation"). The Promoter will on obtaining of Occupation Certificate of the said Buildings (i.e. all four Towers) and after allotting/disposing off atleast 70% of the constructed flats / premises / units in the said Buildings in manner envisaged herein, form the Common Organisation of all the Allottees in the said Buildings and cause the BEST to execute the Indenture of Lease in respect of the Said Property with the said Buildings standing thereon in favour of such Common Organisation in accordance with the policy of BEST with the Promoter joining in such Indenture of Lease. The Promoter shall hand over all documents and records pertaining to the Said Property to such Common Organisation. Such



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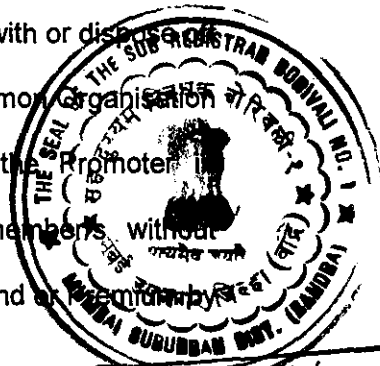
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Common Organization shall look after all the matters related with individual member of the organization by safeguarding the interest of BEST and shall be responsible for holding the Said Property as Lessee and shall be responsible for managing the affairs of the said Buildings, collection of outgoings, lease rentals and for liasoning with the BEST. The period of lease would be 60 years (30 plus 30 years) which can be further extended at the lease rent determined by the BEST in accordance with the terms of the Development Agreement.

12. All the remaining premises/unit/flat for which no nomination has been made by the Promoter shall remain with the Promoter and Promoter shall have the absolute right to deal with or dispose of such un-allotted flats/premises/units. The Common Organisation shall admit/ enroll Allottees nominated by the Promoter in respect of such un-allotted units as its members without charging any Transfer Fee/Transfer Charges and or Premium by whatever name called.



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13. The Flat Allottee shall not be entitled to sell, transfer or assign the benefits under this Agreement without obtaining prior written consent of the Promoter for such transfer / assignment and paying transfer charges for the same as may be determined by

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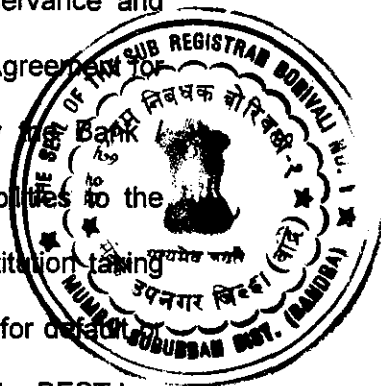
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the Promoter. The incumbent Allottee shall abide by the terms and conditions of this Agreement and shall be bound by the terms and conditions of the Indenture of Lease to be executed in favour of Common Organisation to be formed of the Flat Allottee/s.

14. The Flat Allottee shall be entitled to avail of finance for the purpose of acquisition of the said premises/unit/flat from any Bank / Financial Institution by creating security of his / her / their / its respective rights under this allotment, by way of equitable mortgage or any other mortgage provided that the Flat Allottee shall ensure creation of an obligation on the part of such Bank / Financial Institution to be incorporated in the Mortgage Deed or any other document of Mortgage ensuring / observance and performance of terms of the Tender and the said Agreement for Development and guaranteeing due payment by the Flat Allottee to the Bank / Financial Institution of Lease Rent and other liabilities to the BEST in the event of such Bank / Financial Institution taking possession of the mortgaged Flat / premises/ unit for default or non payment of loan amount by the Flat Allottee. The BEST has authorised the Promoter to grant NOC/consent to the Flat Allottee to mortgage the said premises/unit/flat to Banks/Financial Institutions.



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15. After formation of the Common Organisation, if the Flat Allottee/s is/are desirous of:

(a) transferring the said premises/unit/flat, then the Flat Allottee shall make an application to the Common Organization who shall notify the BEST. The BEST shall grant such permission subject to recovering Transfer Charges equivalent to 5% of the then prevailing market rate of the said premises/unit/flat which the Flat Allottee/s shall pay to the Common Organisation. The Common Organisation shall forward the said Transfer fee/ Transfer charges recovered by it to the BEST expeditiously on receipt of the same.

(b) granting on Leave and License basis the said premises/unit/flat, the Flat Allottee/s shall make an application to the Common Organisation who shall notify the BEST for such transaction. The BEST shall grant such permission subject to the Flat Allottee paying additional amount @ Rs.2/- per sq. ft. in respect of the premises/unit/flat during the period of letting to common organisaiton who shall in turn forward the same to the



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BEST expeditiously on receipt of the same. Additional municipal taxes if any, shall also be borne by the Flat Allottee or Licensee as the case may be.

16. Upon execution of the Indenture of Lease in favour of the Common Organisation, it shall be the responsibility of the Common Organisation to pay the monthly Lease Rent at the rate of Re.1/- per sq.ft. of the aggregate built up area of all the constructed units comprised in the said Buildings for the initial period of thirty (30) years and for the subsequent thirty (30) years, at the rate of Rs.2/- per sq. ft. of such aggregate built up area. Upon execution of the aforesaid Indenture of Lease in favour of the Common Organisation, the Promoter's obligation for payment of Lease Rent shall stand extinguished. The Common Organisation shall also be required to pay to the BEST a deposit equivalent to 12 month's monthly Lease Rent in advance which amount the Common Organisation shall collect from each of the Flat Allottees / members pro rata in accordance with the built up area of their respective Flats / Premises / Units.



Provided further that the Flat Allottee shall pay monthly compensation for the parking space to the BEST at the rate of Re.1/- per sq. ft. of the built-up area.

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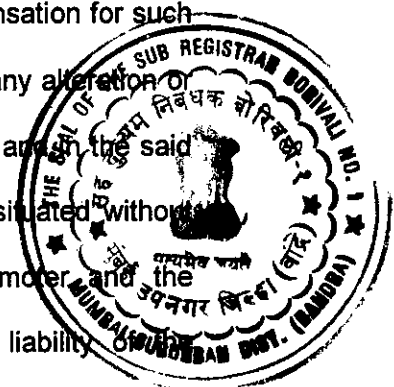
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17. The Flat Allottee/s shall take possession of the said Premises/ unit/flat within 15 (fifteen) days of the Promoter giving written notice to the Flat Allottee/s intimating that the said Premises/unit/flat is ready for use and occupation.

Provided that if within a period of 1(one) year from the date of handing over the said Premises/unit/flat to the Flat Allottee/s, the Flat Allottee/s bring/s to the notice of the Promoter any defect in construction of the said Premises/unit/flat or the building in which the said Premises/unit/flat are / is situated, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Flat Allottee/s shall be entitled to receive from the Promoter reasonable compensation for such

defect. However, if the Flat Allottee/s carry out any alteration or addition or change in the said Premises/unit/flat or in the said building in which the said Premises/unit/flat is situated without obtaining prior written permission of the Promoter and the concerned authorities wherever required, the liability of the

Promoter shall come to an end and the Flat Allottee/s alone shall be responsible to rectify such defect or change at his/her/their own cost. The reasonable compensation if payable



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under this clause will be determined by the Architects appointed by the Promoter

18.1 It is agreed between the Promoter and the Flat Allottee that after receipt of the Occupation Certificate in respect of the said premises/unit/flat the Promoter will hand over possession of the said premises/unit/flat to the Flat Allottee and nominate the name of the Flat Allottee to the BEST in the manner aforesated.

18.2 Upon receipt of Occupation Certificate from the MCGM for the buildings and allotment of 70% of Premises in the buildings, the Promoter will form Common Organisation and thereafter cause BEST to execute lease in respect of the said property/building in accordance with the policy of BEST and Agreement for Development dated 18<sup>th</sup> May, 2007.

19. The Flat Allottee agrees and undertakes to abide by all the terms, conditions and covenants of the lease and Rules Regulations of Common Organisation without any delay or default from time to time.

20. The Flat Allottee/s shall use the said Premises/unit/flat or any part thereof or permit the same to be used only for the purpose



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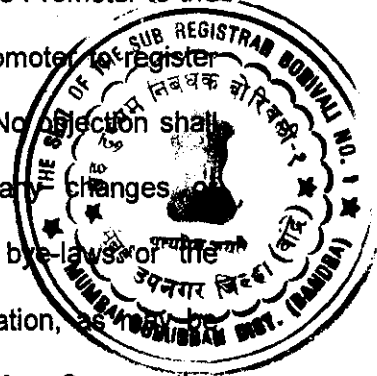
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for which the same has been allotted. He / she / they shall use the podium/stilt/ garage/parking space for his / her / their own Light Motor vehicle.

21. (i) The Flat Allottee/s shall join in forming and registering the said Common Organisation to be known by such name as the Promoter may decide 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 said Common Organisation and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within ten days of the same being forwarded by the Promoter to the Flat Allottee/s, so as to enable the Promoter to register the organization of the Flat Allottee/s. No objection shall be taken by the Flat Allottee/s if any changes or modifications are made in the draft bye-laws of the Memorandum and/or Article of Association, as required by the Registrar of Co-operative Societies/Registrar of Companies, as the case may be, or any other Competent Authority.



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(ii) It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the un-allotted flats and other premises including garages, car parking spaces in the podium /stilt / open space in the compound, etc. in the said buildings shall at all times, including after the formation and registration of the said Common Organisation and/or after the execution of the Indenture of Lease of the said buildings and the said property in favour of the said Common Organisation, belong to the Promoter, and the Promoter may if it so desires, become member of the said Common Organisation in respect thereof, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to allot, transfer, let out 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 Flat Allottees herein, nor the said Common Organisation shall be able to dispute the same. On the Promoter intimating to the said Common Organisation the name or names of the acquirer/s of such un-allotted and/or un-let flats / units



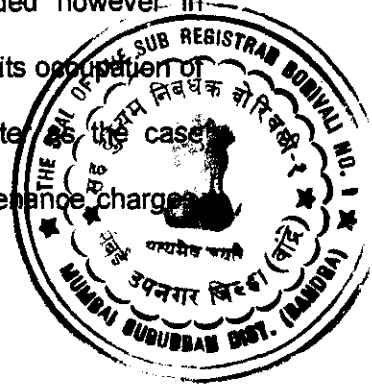
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premises, the said Common Organisation shall forthwith accept and admit such Allottees and acquirer/s as its member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging / recovering from them any premium, fees, - donation or any other amount of whatsoever nature in respect thereof. The Promoter shall not be liable to pay any maintenance charges, etc. in respect of the un-allotted and/or un-let flats, shops, offices, car parking spaces and other Flats / Premises / Units but be liable to bear and pay the lease rent and the municipal taxes with effect from the date of grant of occupation/completion certificate. Provided however in the event the Promoter occupies or permits occupation of any premises such occupant or Promoter as the case may be shall be liable to pay the maintenance charges etc. in respect thereof.



22. Commencing a week after notice in writing is given by the Promoter to the Flat Allottee/s that the said premises/ unit/ flat is ready for use and occupation. The Flat Allottee/s shall

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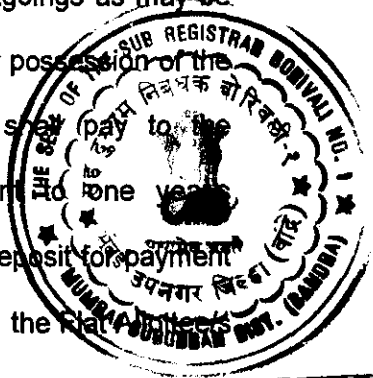
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liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said premises/unit/flat) of all outgoings in respect of the said premises/unit/flat and the building in which the said premises/unit/flat is situated such as local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, lease rent payable to BEST and all other expenses necessary and incidental to the management and maintenance of the Said Property and the building in which the said Flats / Premises / Units is situated. Until the said Common Organisation is formed and the said property and the said building demised/transferred to it, the Flat Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. At the time of being handed over possession of the said Premises/unit/flat, the Flat Allottee/s shall pay to the Promoter a sum of Rs. 198249 equivalent to one year's outgoings approximately by way of security deposit for payment of such outgoings. The amounts so paid by the Flat Allottee/s to the



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Promoter shall not carry any interest and remain with the Promoter until Indenture of Lease is executed in favour the said

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Common Organisation. Subject to the provisions of section 6 of the MOFA, on such Lease being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Promoter to the said Common Organisation. The Flat Allottee/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever. Further, at the time of taking possession of said premises/unit/flat, the Flat Allottee/s shall deposit amounts stipulated in Clause 24(A) and 24(B).

23. The Flat Allottee/s shall bear and pay the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the building in which the said premises/unit/flat is situated. The common expenses in respect of the said property shall be shared by the Allottees of Flats / Premises / Units of the said building in which the said Flat / Premises / Unit is situated in proportion of their respective area.



24. (A) The Flat Allottee/s shall on or before delivery of possession of the said Flats / Premises / Units keep deposited with the Promoter the following amounts

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- (i) Rs. 20650/- for legal costs and expenses.
- (ii) Rs. 450/- for share money and entrance fees.
- (iii) Rs. 10325/- for formation and registration of the said Common Organisation and execution of the lease in favour of the Common Organisation.
- (iv) Rs. 198240/- for proportionate share of taxes and other outgoings for a period of 12 months in advance.
- (v) Rs. 20650/- for water meter and electric meter deposits.
- (vi) Rs. 61950/- towards proportionate share of development charges and LUC taxes.
- (vii) Rs. 31845/- towards corpus fund for upkeep and maintenance of common facilities like recreation garden, club house, etc.

Total: Rs. 344110/-

AND

(B) The Flat Allottee/s shall as specified in Clause 32(c) hereunder deposit @ Rs.750/- per sq. ft. towards VAT and/or Service taxes in respect of the transaction, if any payable by Promoter to the prescribed authority.



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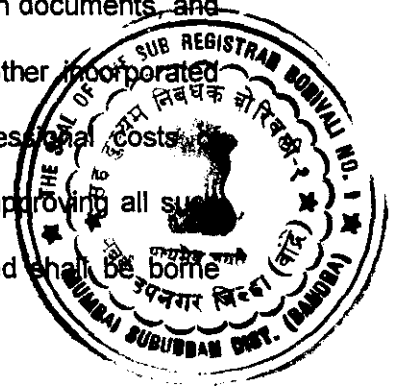
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(C) The aforesaid amount in sub-clauses Nos. (iv), (vi) & (vii) of Clause 24(A) and 24(B) after deduction therefrom arrears of taxes, maintenance charges and expenses incurred till then will be transferred by the Promoter to the Common Organisation when formed and the Promoter shall not be liable to maintain and/or render individual accounts to the Flat Allottee and shall give a consolidated account of all the sums as aforesaid to the Common Organisation when formed.

25. All costs, charges and expenses in connection with preparing, engrossing/stamping and registering all the agreements, deed of lease or any other document required to be executed by the Promoter and by the Flat Allottee including Stamp Duty, Registration charges payable in respect of such documents, and the formation of Common Organisation or other incorporated Body or association as well as entire professional costs of attorneys of the Promoter for preparing and approving all such documents upto the execution of Lease Deed shall be borne and paid by the Flat Allottee.



The Promoter shall not be liable to contribute anything towards such expenses. It is agreed that the Promoter shall not be liable

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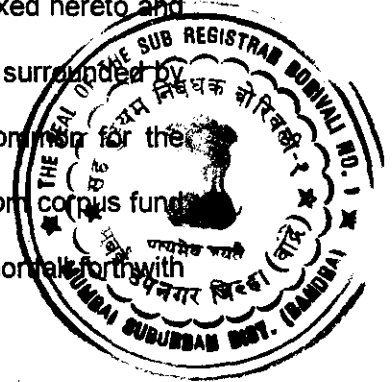
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to render any accounts in respect of the money received by them as per above mentioned clause 24 a (i) and 25 a (iii).

26. The Flat Allottee/s shall pay and deposit with the Promoter the sum of Rs. 31845/- as mentioned in clause 24 (a) (vii) towards corpus fund for up-keep and maintenance of common facilities. The collection towards corpus fund shall be deposited and maintained by the Promoter in a separate bank account and the same will be invested in such a manner as may be decided by Promoter from time to time and the Flat Allottee/s shall not be entitled to question or dispute the same. The Flat Allottee/s hereby agree/s that the Promoter shall be entitled to utilise income of corpus fund as well as corpus fund for maintenance of common amenities and facilities like recreation garden built on Said Property delineated on the layout plan annexed hereto and marked as ANNEXURE "A" and thereon shown surrounded by green colour boundary line, club house, etc. common for the said Buildings. In the event the income earned from corpus fund is insufficient, the Flat Allottee/s shall pay the shortfall forthwith on demand made by the Promoter .



27. At the time of registration of the Common Association, the Flat Allottee/s shall pay to the Promoter the Flat Allottee/s' share of

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stamp duty and registration charges payable, if any, by the said Common Organisation on the Indenture of Lease or any document or instrument of transfer in respect of the Said Property and the said Buildings to be executed in favour of the said Common Organisation.

28. The Flat Allottee/s has/have taken inspection of all relevant documents, orders, permissions, resolutions, court order/s and has/have satisfied himself/herself/themselves fully in respect of the Promoter's title to the said property described in the Third Schedule hereunder written prior to the execution of this Agreement and doth hereby accept the same and agree/s not to raise any requisition or objection/s relating thereto at any stage.

29. This Agreement sets forth the entire agreement understanding between the Flat Allottee/s and Promoter supersedes, cancels and merges;

a) All agreements, negotiations, commitments between the Flat Allottee/s and Promoter prior to the date of execution of this Agreement;



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- b) All the representations, warranties, commitments, etc. made by the Promoter in any documents, brochure, hoardings etc. and /or through any other medium;
- c) The Promoter shall not be bound by any such agreements, negotiations, commitments, writings, discussions, representations, warranties, and/or compliance thereof other than expressly agreed by the Promoter under this Agreement;
- d) The Flat Allottee/s agrees and acknowledges that the sample flat constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided thereon are only for the purpose of show casing the Flats/Premises/Units and the Promoter is not liable/required to provide any furniture, items, electronic goods, amenities. etc as displayed in the said sample Flats/Premises/Units, other than as expressly agreed by the Promoter under this Agreement.



30. The Flat Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever's hand the

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Premises/unit/flat may come, do hereby covenant with the Promoter as follows :

(a) To maintain at the Flat Allottee/s' own cost in good tenable repair and condition from the date of possession of the said Premises/unit/flat are/is taken and shall not do or suffer to be done anything in or to the building in which the said Premises/unit/flat is situated, staircase 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/unit/flat itself or any part thereof;

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



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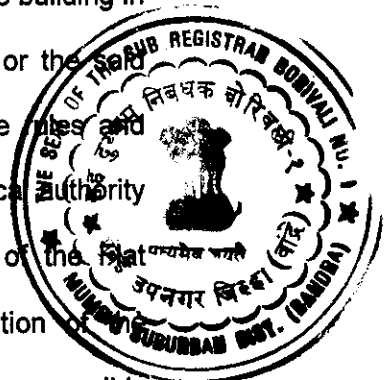
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unit/flat are / is situated, including entrances of the building in which the said Premises/unit/flat are / is situated and in case any damage is caused to the building in which the said Premises/unit/flat are/is situated or the said Premises/ unit/flat on account of negligence or default of the Flat Allottee/s in this behalf, the Flat Allottee/s shall be liable for the consequences of the breach;

- (c) To carry at his/her/their own cost all internal repairs to the said Premises/unit/flat maintain the said Premises/unit/flat in the same condition, state and order in which it was delivered by the Promoter to the Flat Allottee/s and shall not do or suffer to be done anything in or to the building in which the said Premises/unit/flat is situated or the said Premises/unit/ flat which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Flat Allottee/s committing any act in contravention of the above provision, the Flat Allottee/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority;



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(d) Not to demolish or cause to be demolished the said Premises/unit/flat 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/unit/flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Premises/unit/flat are / is situated and shall keep the portion, sewers, drains pipes in the said Premises/unit/flat and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Premises/unit/flat in which the said Premises/unit/flat is situated and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Partis or other structural members in the said Premises/unit/flat without the prior written permission of the Promoter and/or the said Common Organisation;



(e) Not to shift windows of the said Premises/unit/flat and/or carry out any changes in the said Premises/unit/flat so as to increase the area of the said Premises/unit/flat and/or put any grill which would affect the elevation of the building and/or carryout any unauthorized construction

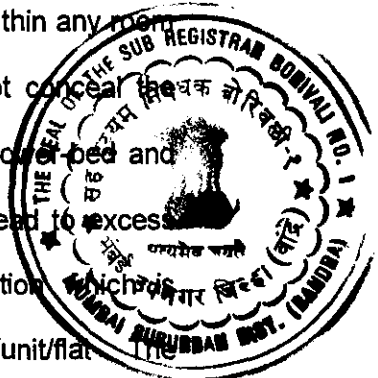
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the said Premises/unit/flat. In the event if any such change is carried out, the Flat Allottee/s shall remove the same within 24 hours of notice in that regard from the Promoter. In the event if the Flat Allottee/s fail to remove the same within the period of 24 hours, then the Promoter shall be entitled to enter upon the said Premises/unit/flat and remove such unauthorized construction and the Flat Allottee/s hereby agree/s, undertake/s not to raise any objection for the same and/or demand any damages for the same from the Promoter;

- (f) The Flat Allottee/s shall not cover the area of the flowerbeds with debris, blocks, tiles or any such material and shall not enclose the flowerbed area within any room in the said Premises/unit/flat and shall not conceal the pipes passing through the portion of the flower-bed and shall not do any such filling which could lead to excess load on the slab of the flower-bed portion adjoining any room in the said Premises/unit/flat



Flat Allottee/s shall not use the area of flower bed for any purpose except for the purpose of keeping planters/flower bed failing with which Flat Allottee/s shall be liable to pay Rs. 10,000/- (Rupees Ten Thousand ) per day

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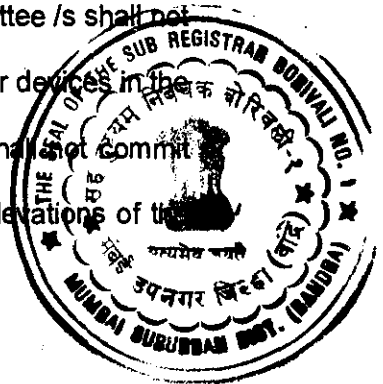
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time he/she/they continue to use the said area of flower bed for any other purpose;

(g) The Flat Allottee/s shall fix/fit only split Air Conditioners and fix compressors only in area provided, failing which the Flat Allottee/s shall be liable and pay Rs.5,000/- (Rupees Five Thousand) per day till such time the Flat Allottee/s has removed A/c Compressor from any other place other than area provided for the same;

(h) The Flat Allottee/s shall not dry clothes in a manner which is visible from outside, failing which the Flat Allottee/s shall be liable to pay the Promoter Rs.5000/- (Rupees Five Thousand only) per day. The Flat Allottee /s shall not put, keep or install exhaust fan or any other devices in the patio area (if any). The Flat Allottee/s shall not commit any act that spoils or mars the external elevations of the building.



(i) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said Premises/unit is situated or any part thereof or whereby any increase in

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premium shall become payable in respect of the insurance;

(j) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises/unit/flat in the compound or any portion of the said property and the building in which the said Premises/unit/flat are / is situated;

(k) Pay to the Promoter within 7 (seven) days of demand by the Promoter, his/her/their share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connected to the building in which the said Premises/unit/flat are/is situated;

(l) 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

Government and/or other public authority, on account of change of user of the said Premises/unit/flat by the Flat Allottee/s viz. user for any purposes other than purpose for which the same is allotted;



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*Shelani*

(m) The Flat Allottee/s shall not let, sub-let, transfer, assign or part with the Flat Allottee/s interest or benefit factor of this Agreement or part with the possession of the said Premises/unit/flat until all the dues payable by the Flat Allottee/s to the Promoter under this Agreement are fully paid-up and only if the Flat Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat Allottee/s has/have obtained the prior written permission of the Promoter and BEST and the said Common Organisation (if and when formed) as the case may be upon payment of transfer charges specified in clause 15 hereinabove;

(n) The Flat Allottee/s shall observe and perform all the terms, conditions and covenants under the lease with the BEST, rules and regulations which the said Common Organisation 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 building in which the said Premises/unit/flat are situated and the said Premises/unit/flat therein and for the observance and performance of the Building



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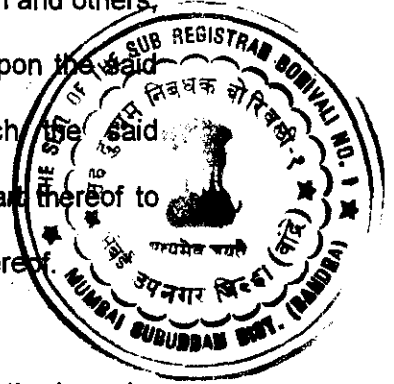
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Regulations and Bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Flat Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Common Organisation regarding the occupation and use of the said Premises/unit/ flat in the 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;

- (o) The Flat Allottee/s shall permit the Promoter and its servants and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property and the said building in which the said Premises/unit/flat are / is situated or any part thereof to view and examine the state and condition thereof.



31. For any amount remaining unpaid by the Flat Allottee/s under this Agreement, the Promoter shall have first lien and charge on the said Premises/unit/flat agreed to be allotted to the Flat Allottee/s.

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32. (a) Nothing contained in this Agreement is intended to be nor

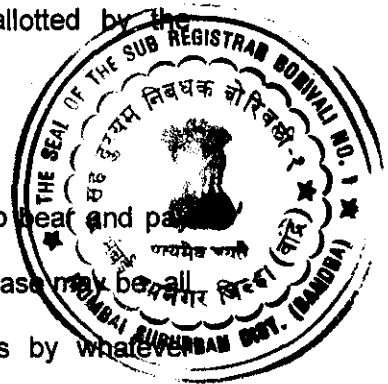
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*L. Lellani*

shall be construed as a grant, demise or assignment in law of the said Premises/unit/flat or of any interest in the portion of the said Property on which the said building is constructed or of the said property and/or the said building in which the said Premises/unit/flat is situated or any part thereof till Lease is executed by BEST as per its prevailing policy. The Flat Allottee/s shall have no claim save and except in respect of the said Premises/unit/flat hereby agreed to be allotted to him/her/them and all rights in respect of all open spaces, parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoter, until the said Property and the said Buildings are allotted by the Promoter to the prospective Lessee/s.



- (b) The Flat Allottee/s shall be responsible to bear and pay and/or reimburse to the Promoter as the case may be all statutory taxes, dues, levies and duties by whatever name called and/or of whatsoever nature including but not limited to service tax, VAT levied/charged by the State and/or Central Government or any other competent authority in respect of this transaction and/or Agreement at any time hereafter and the decision of the Promoter as

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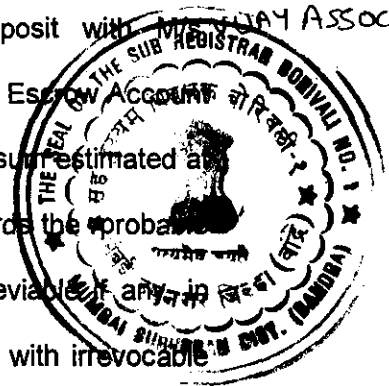
regards the payment/non-payment and/or its reasonableness or otherwise of such statutory levies and/or dues shall be conclusive, final and binding on the Flat Allottee and the Flat Allottee doth hereby agrees and undertakes to indemnify and keep indemnified the Promoters and their successors-in-title and assigns in respect thereof.

- (c) The Flat Allottee shall before delivery of possession of the said premises/unit/flat or immediately within 7 (seven) days of receipt of demand from prescribed authority as informed in writing by Promoter as the case may be without any dispute or protest deposit with M/S. JAY ASSOCIATES

(WADHWA) CONSTRUCTIONS PVT. LTD

(Escrow Agent) in an Escrow Account

to be maintained for the said purpose a sum estimated at Rs.750/- per sq. ft. of carpet area towards the probable amount of Service Tax / VAT levied/leviable in respect of the transaction contemplated with irrevocable



authority conferred upon the Escrow Agent in the manner specified herein. This amount shall be invested by the Escrow Agent in an income/interest investments of such nature and on such terms and conditions as the Promoter may deem fit. The decision of

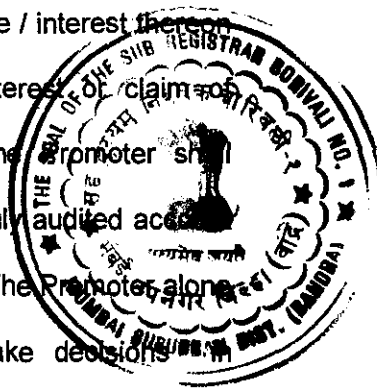
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the Promoter as regards payment/non payment and/or its reasonableness or otherwise of such statutory levies and /or dues shall be conclusive, final and binding on the Flat Allottee. On determination of the final liability, if any in respect of Service Tax / VAT as may be quantified under the prevalent statute the Promoter shall, for and on behalf of the Flat Allottee instruct the Escrow Agent to release the amount to the concerned authority as payment towards the aforesaid statutory liabilities. Any balance amount remaining after making such payment and meeting with expense incurred thereon shall be returned to the Flat Allottee with accrued income / interest thereon and the Promoter shall have no interest or claim of whatsoever nature upon him and the Promoter shall cause the Escrow Agent to furnish duly audited accounts in respect thereof to the Flat Allottee. The Promoter alone is authorised and empowered to take decisions in respect of all matters including nature of investment, fees of escrow agent/auditors, appointment of auditors, etc. and such decisions being taken for and on behalf of the Flat Allottee shall be binding on the Flat Allottee. such Flat Allottee shall be precluded from resiling from the consequences of such actions taken by the Promoter.



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33. (a) It is understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the Premises in the said building in which the said Premises/unit/flat are/is situated, if any, shall be for exclusive use of the respective Allottee/s of the terrace flat. The said terrace shall not be enclosed by the terrace Flat Allottee/s till the permission in writing is obtained from the concerned local authority and the Promoter or the said Common Organisation, as the case may be. Until the execution of Indenture of Lease in favour of the Common Organisation all open spaces in the building compound, terrace on the top floor, etc. of the said Buildings shall belong exclusively to the Promoter and it shall have the right to allot, use or create third party rights with regard to such spaces.



(b) The Promoter hereby consent/s to the grant of exclusive usage of the said attached terrace/s to the Allottee/s of the said terrace flat/s and hereby state/s, declare/s and covenant/s that neither the Flat Allottee/s nor the said Common Organisation will have any right to use or have any claim, right, title or interest of whatsoever nature in

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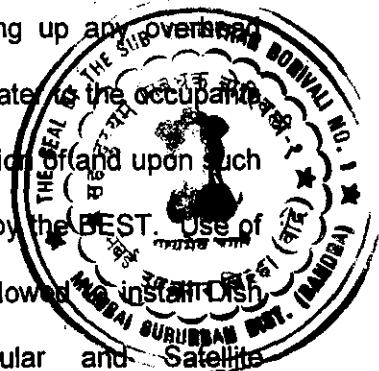
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such attached terrace/s. It is agreed that the aforesaid right in favour of the Allottee/s of the said terrace flat/s shall be covenant running with the land and shall form part of the Indenture of Lease of the said property and the said buildings in favour of the said Common Organisation.

34. It is further expressly clarified, agreed and understood by and between the parties hereto that notwithstanding what is contained herein to the contrary, the common terrace above the topmost floors of the said Buildings, shall exclusively belong to the Promoter and the Promoter 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 buildings subject to the permission of and upon such terms and conditions as may be imposed by the BEST. Use of the said common terrace may also be allowed to install Dish Antenna/s, Relay Station/s for Cellular and Satellites Communications etc. for which purpose the Promoter shall be entitled to enter into suitable arrangement/s or agreement/s with the BEST / Common Organisation / Flat Allottee on such terms



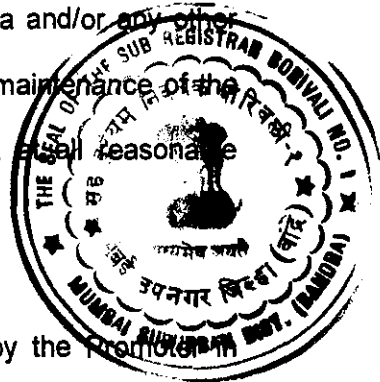
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and conditions as may be mutually agreeable. It is hereby expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Promoter shall be entitled to shift the water tank/s, Dish Antenna/s, Relay Station/s 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 Promoter and the Flat Allottee/s and/or the said Common Organisation shall not be entitled to raise any objection and/or create any hindrance in any manner whatsoever. The Flat Allottee/s will permit the authorised representative/s deputed by the Promoter/said Common Organisation to go to the said common terrace to install, check up and/or service Dish Antenna and/or any other electronic gadgets etc. and for repairs and maintenance of the tank/s and/or such other common facilities, at all reasonable times.



35. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Allottee/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this

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Agreement by the Flat Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.

36. The Flat Allottee/s hereby agree/s, undertake/s and covenant/s with the Promoter that neither he/she/they, nor the said Common Organisation 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 Promoter 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 Promoter as mentioned herein, and the Flat Allottee/s and the said Common Organisation shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable it to exercise and avail of the same.

37. The Flat Allottee/s shall present this agreement for registration within the time prescribed by the Registration Act, 1908 and intimate to the Promoter the serial number under which the same is lodged for registration and thereafter the Promoter shall within the time limit prescribed by the Registration Act, 1908 attend such office and admit the execution thereof.



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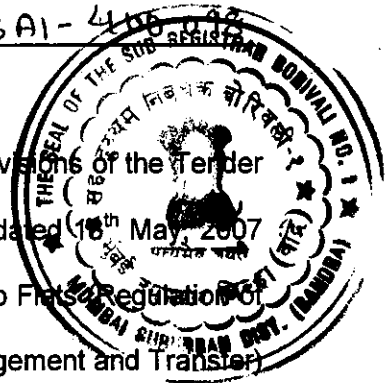
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38. All letters, notices, circulars, receipts issued by the Promoter as contemplated by and under this Agreement shall be deemed to have been duly served/delivered to the Flat Allottee/s and shall discharge the Promoter completely and effectually of its obligations, if sent to the Flat Allottee/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 Flat Allottee/s as and by way of change of address and if such change is confirmed by the Promoter) :

A/404 JEROME APARTMENT  
SUNDAR NAGAR, KALINA  
SANTACRUZ (EAST) MUMBAI - 400 042

39. This Agreement shall be subject to the provisions of the Tender and the said Agreement for Development dated 18<sup>th</sup> May, 2007 with BEST and the Maharashtra Ownership Flats Regulation of the Promotion of Construction, Sale, Management and Transfer Act, 1963 or the Maharashtra Apartment Ownership Act (Maharashtra Act. No.XV of 1971) and the rules made thereunder.



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40. The Stamp Duty and Registration charges payable on this agreement shall be borne and paid by the Flat Allottee /s alone.

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41. The Agreement shall be subject to exclusive jurisdiction of Courts at Mumbai.

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

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
(description of the Larger Property)

All that piece or parcel of land admeasuring 1,54,082.40 sq. mtrs. or thereabouts at CTS No. 1(pt), Survey No. 6(pt) of Village Goregaon at BEST Nagar, Oshiwara, Goregaon (West), Mumbai in the Registration District and Sub-District of Mumbai city and Mumbai Suburban and bounded by read coloured boundary line on the plan annexed hereto that is to say:

On or towards the East : BEST Nagar Housing Plot  
On or towards the West : Andheri Goregaon Link Road  
On or towards the North : 18.30 wide D. P. Road;  
On or towards the South : Oshiwara Nala.



**THE SECOND SCHEDULE ABOVE REFERRED TO**  
(Description of the Property)

All that part of a piece of land duly demarcated being portion of the said Larger Property forming part of a layout which is not subdivided but numbered for identification as Plot No. 2A admeasuring 27913.93 sq. mtrs. (containing permissible FSI of 38653 sq. mtrs.) and additional TDR permissible of the larger property bearing CTS No. 1(pt) of Village

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Goregaon at BEST Nagar, Oshiwara, Goregaon (West), Mumbai admeasuring 1,54,082.40 sq. mtrs. i.e. 60350 sq. mtrs. and delineated on the plan annexed hereto and shown thereon by a brown colour boundary line and bounded as follows:

- On or towards the East : 12 meter Wide Road;  
 On or towards the West : Plot No. 2B of BEST Staff Quarters;  
 On or towards the North : 18.30 meter wide D. P. Road;  
 On or towards the South : Ankur Co-operative Society.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

*(Nature, extent and description of common areas and facilities/limited common areas and facilities)*

**LIST OF COMMON AREAS AND FACILITIES**

1. Staircase and landings.
2. Corridors.
3. Lifts.
4. Lift Lobby and landings
5. Society's office.
6. Main entrance lobby.
7. Common electric meter for common lights.
8. Refuge area located on the 9, 16, 23, 30, and 37<sup>th</sup> floors of the building.
9. Overhead water tanks located above the top floor level of the building in the which the said premises is situated, means of access thereto along the main stair-case of the building and along the lifts to be provided in the building.
10. Drainage, storm water drain, electric sub-station if constructed, electrical poles, watch-man cabin, underground water tank (with pumping rooms and other pumping arrangement).
11. Open front space at the ground floor level.
12. Recreational Space/Garden on Podium Level
13. Club House on Podium Level



**LIMITED COMMON AREAS AND FACILITIES**

1. Car parking spaces in the podium, level.

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**RESTRICTED AREA**

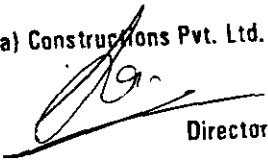
1. Pocket terraces or terrace space/s in front of or adjacent to terrace flats.
2. Servants quarters at podium level.

SIGNED AND DELIVERED by the )  
withinnamed Promoter )  
VIJAY ASSOCIATES (WADHWA) )  
CONSTRUCTIONS PRIVATE LIMITED )  
by the hand of its duly authorised Director )  
Mr. Sanjay Chhabria. )  
in the presence of... )

[MR. MANOJ AHUJA]



For Vijay Associates (Wadhwa) Constructions Pvt. Ltd.



Director

SIGNED AND DELIVERED by the )  
withinnamed Flat Allottee/s )  
MR. AASHISH KUMAR )  
MS. MEGHA CHELLANI )  
in the presence of... )

MRS. MEGHA AASHISH KUMAR KANE  
MS. MEGHA CHELLANI

[MS. RUBINA KHAN]



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**RECEIPT**

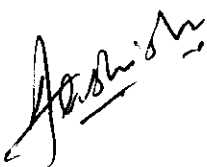
RECEIVED of and from the withinnamed )  
Flat Allottee / s a sum of Rs. 11,00,000/- )  
(Rupees ELEVEN LACS only) )  
vide Cheque No. 834845 dated 6/02/2010 )  
drawn on SBI Bank, SANTACRUZ branch )  
by way of earnest money as withinnamed to )  
be by him/her/them paid to us. )

WE SAY RECEIVED  
For VIJAY ASSOCIATES (WADHWA)  
CONSTRUCTIONS PVT. LTD.



(Director)  
PROMOTER

Witnesses:



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S.W.D

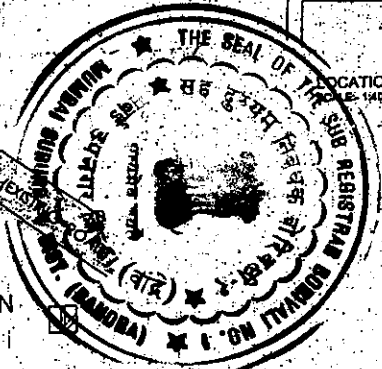
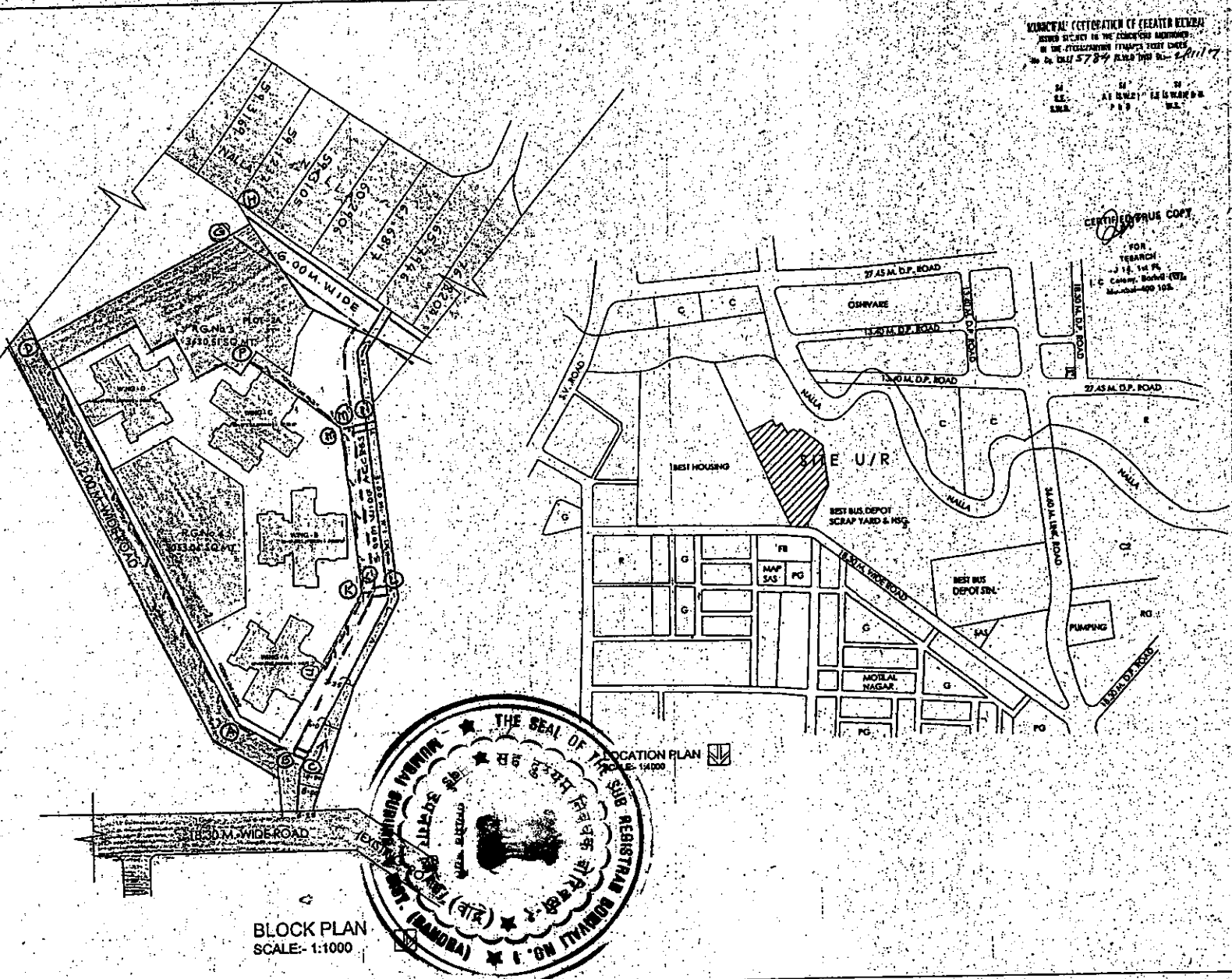
MUNICIPAL CORPORATION OF GREATER MUMBAI  
JUNIOR SURVEYOR IN THE SERVICE OF THE CORPORATION  
IN THE ESTABLISHMENT FRAMES, STREET CODES  
No. 5784 ROAD NO. 1/11/7

SI  
S.E.  
S.M.A.

SI  
AT 10/11/71 10/11/71  
P. 1/1

CERTIFIED TRUE COPY

FOR  
TEBARCHI  
J. B. 1st Fl.  
1-C, Camp, Borivli (W)  
Mumbai-400 106



BLOCK PLAN  
SCALE:- 1:1000

LOCATION PLAN  
SCALE:- 1:1000

2020	9244	बदर-२/१
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PLAN SHOWING BLOCK PLAN, LOCATION PLAN ON PLOT BEARING C.T.S. NO. 1 (PT) OF VILLAGE PAHADI GOREGOAN AT LINK ROAD, GOREGOAN ( WEST ): MUMBAI.

TEEARCH

TA/460  
J-18, STONE CASTLE, NEAR ST. FRANCIS SCHOOL,  
12, COLINDALE, BORIVALI WEST, MUMBAI-400 106.

ANNEXURE - 'A'

# ANNEXURE "A-1"

**Maharashtra Regional and  
Town Planning Act, 1966**  
**Commercial exploitation of  
plot reserved for BEST  
Undertaking.**  
**Notification under section  
37(2) of the ...**

## **GOVERNMENT OF MAHARASHTRA**

Urban Development Department,  
Mantralaya, Mumbai 400 032.

Dated the 27<sup>th</sup> July, 2006.

### **NOTIFICATION**

No. TPB 4395/1472/CR-51/97/UD-11:

In the sanctioned Development Plan of Greater Mumbai, various sites such as "BEST Bus Depot, BEST Receiving Station, BEST Sub Station, BEST Bus Station, BEST Terminus, BEST Bus Station and Staff Quarters, BEST Bus Depot and Transport Carriage, BEST Housing, BEST Staff Quarters" have been reserved for which BEST Undertaking happens to be the Appropriate Authority.

The General Manager, BEST vide his D.O. Letter No. DO/GM/52858/95 dated 17<sup>th</sup> October, 1995 has approached Government with request to permit BEST Undertaking to utilise these reserved sites for commercial purposes without hampering the principal user.

The issue has been examined by the Government and it is observed that the request of the BEST Undertaking can be considered favourably.

Regulation No.9 of the Development Control Regulations for Greater Mumbai, 1991 (hereinafter referred to as "the said regulations") spells out prescriptions for development of various sites reserved in the Development Plan and in order to accommodate the request of the BEST Undertaking, Regulation No.9 of Development Control Regulations for Greater Mumbai will have to be suitably amended by following procedure laid down under section 37 of the Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as "the said Act").

Considering the request of BEST, Government in Urban Development Department vide its order of even No. dated 19/11/1997 (hereinafter referred to as "the said order") directed the Municipal Corporation of Greater Mumbai (hereinafter referred to as "the said Corporation") under section 37(1) read with section 154 of the said Act, to modify the said regulations specified therein by following the procedure laid down under section of section 37 of the said Act and further it was directed to implement the proposed modification forthwith.

In the said order the condition of the floor area of such commercial user shall not exceed 15% of the total permissible floor area was specified.

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In connection with this condition in the said order, the General Manager, BEST vide his letter No. DO/GN/AGM(C)/16653/2001 dated 9/4/2001, has approached Government with a request to restrict the Commercial user to 15% may be deleted and instead of that the Undertaking shall be allowed to utilise full potential of the land for other permissible user by excluding the accommodation needed by the BEST Undertaking.

After examining the issue, Government had further issued direction of even number dated 17/6/2003 under section 37(1) of the said Act to the said Corporation, so as to initiate the proposal under section 37 of the said Act regarding the modification to Regulation 9 of the said regulations (hereinafter referred to as "the said modification").

And whereas, the said Corporation has failed to publish a notice regarding the said modification in the official gazette within a period of 60 days from the date of said directives as stipulated under section 37 of the said Act.

And whereas, in exercise of the powers vested in it under sub-section (1A) of section 37 of the said Act, Government has issued notice on 24/8/2004 (hereinafter referred to as "the said notice"), thereby inviting suggestions/objections from any person with respect to the said modifications and the said notice which appeared in the Maharashtra Government Gazette on 9/9/2004 and was also published in news papers namely Vartahar (Marathi) dated 6/9/2004 and Economic Times (English) dated 8/9/2004;

And whereas, by way of the said notice, Government appointed the Deputy Director of Town Planning, Greater Mumbai as the officer (hereinafter referred to as the "said officer") to submit his report to Government after scrutinising and granting hearing to the suggestions/objections received regarding the said modification.

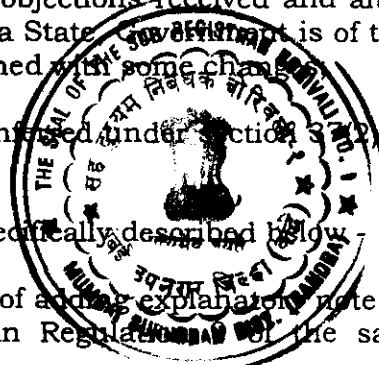
And whereas, in the meantime the said Corporation has resolved 23/11/2004 and to initiate the proposal of the said modification as directed by the Govt. with same amendments.

And whereas the said officer has submitted his report to Government on 13/5/2005;

And whereas, considering the suggestions/objections received and after consulting Director of Town Planning, Maharashtra State, the Government is of the opinion that the said modification shall be sanctioned with some changes.

Now, therefore, in exercise of the powers conferred under section 37 of the said Act, the Government hereby -

- A) Sanctions the said modification more specifically described below -
- (i) Regulation No.9(iv)(c) and (d) by way of adding explanatory note at Sr.No.(v) below Table-4 contained in Regulation No.9 of the said regulation as under -



बदर-२/	
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(v) sites reserved for BEST Undertaking such as BEST Bus Depot, BEST Bus Station, BEST Terminus, BEST Bus Station and Staff Quarters, BEST Bus Depot and Transport Carriage may be developed by the BEST Undertaking for the specified purpose coupled with commercial user subject to the following conditions.-

- a) The builtup area of such commercial user shall not exceed 30% of the total permissible floor area.
  - b) Out of such permissible commercial user 50% builtup area not exceeding of the total permissible commercial user may be permitting on the ground floor. While remaining floor area for commercial user may be permitted on the upper floor.
  - c) Extent of builtup area proposed to be used for commercial purpose shall be such that it does not adversely affect the principle user.
  - d) The proposal for such composite user shall be cleared by Additional Commissioner of Police (Transport), Mumbai.
  - e) Considering the strategic location of reserved sites with reference to the volume and nature of the traffic in the vicinity of the reserved site, Municipal Commissioner shall have right to prescribe additional condition as deemed fit and also restrict the commercial area to the justifiable extent.
  - f) Provision for separate parking shall have to be provided as per prevailing norms in such a way that it does not affect movement of BEST buses as well as the traffic of road.
  - g) The above commercial user shall be permitted on having plot area of 2000 sq.mt. & above.
  - h) If there is any storage of diesel/petrol or any explosive material on the plot, then the above commercial user is permissible by maintaining segregating distance between them as decided by the Chief Fire Officer.
- B) fixes the date of publication of this Notification in the Government Gazette as the date of coming into force of this modification.
- C) directs the said Corporation that, in the Schedule of Modification sanctioning the said Regulations, after the last entry, the schedule referred to as (A) above shall be added.

By order and in the name of the Governor of Maharashtra

(S.R. Kin  
Under Secretary to Government.



Note:- This notification is also published on Government  
[www.urban.maharashtra.gov.in](http://www.urban.maharashtra.gov.in)

बदर-२!	
१५५	५५
२०१०	

## मालमत्ता पत्रक

	गौरेगांव	जालुक/न.भु.मा.का. - न.भु.अ.मालाड	जिल्हा -- मुंबई उपनगर जिल्हा
वर्ग/प्रकार	शिट नंबर	धारणीधकार	शासनाला दिलेल्या आकारागाचा प्रत्येक भागाच्या तपशील आणि त्याच्या फेर तपशीलांची नियत धरू.
१/अ-३-अ		क	
	३१६४६३.६		विनशेती साग रु १६.०० दि १.८.७९
	+५१२१.५ सामल		रु ४०.५० दि १.८.७९
	-----		रु १२.८० दि १.८.७९
	३२१५८५.१		रु १२०००.० दि १.८.७९
	-१०४२५.० सब डीव्हिजन झाल्यानं		[६.६० पे. दि १.३.७६ पासून]
	-----		[१.६० पे १.८.६८ पासून]
	३१११६०.१		[२०.१० पे १.८.६८ पासून]
	-५४५७०.१ सब डीव्हिजन झाल्यानं		रु १७१८५.० दि १.१२.८७ पासून
	-----		
	२५६५९०.०		
	-२०११८.६ न.भु.का. १ अ/१/ब कडे वर्ग		
	-----		
	२३६४७१.४		
	+ ११८२२.५ पोकळीचें क्षेत्र		
	-----		
	२४८२९३.९		
	-२४९१६.० मा.जिल्हाधिकारी यांचे आदेशान्वय न्वये १अ/१/ब/६		
	-----		
	२.२३.३६७.९		
	- २९८८५.० पॉटविभागानमुळे न.भु.का. १अ/१/ब/७		
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	१९३४८२.९		

गोपनीयता

यहदीना १६/०५/२०१९

नां १६६५

प्राधान्य

द्वारा

द्वारा

बंदर-२/

१८५५	७६
२०६	

दिनांक	व्यवस्था	खंड क्रमांक	नवीन धारक (धा.)	संभावेत
२८.०२.२०१९	मा. अॅड विंड डे कानेकरा अंभेरी यांचे कडोले नं. ADC/LND/D ६८३९ दिनांक ०१/१२/७८ प्रमाणे १६० चौ.मी क्षेत्रावर १.३.७६ पासून वि.जे. साग रु ६.४० घसावेना			
२२.०५.२०१९	मा. अपर उप जिल्हाधिकारी अंभेरी मुंबई उपनगर कडोले आदेश क्र ADC/LND/७०१०/०१ दि २६.११.७८ अन्वये विनशेती आदेशाचे तपशील अंभेरी ६६ चौ.मी आकार ५.५०			

CERTIFIED COPY FOR RESEARCH

J/14, 1st Fl.,  
St. George's Castles,  
I. C. Colony, Dharavi (W),  
Mumbai-400 103.



# मालमत्ता पत्रक

व.भाग/पौजे -- गोरगांव तालुका/नं.पु.मा.का. -- न.भू.अ.मालाड जिल्हा -- मुंबई उपनगर जिल्हा

नगर/ग्रामपंचायत/ग्राम/पंच. नं. प्लॉट नं. वॉट नं. क्षेत्र धारणाधिकार शासनाला दिवूनल्या भाकरणाचा कियो भाद्र्याया तपरांत आण त्याच्या कर तपराणांणी नयत येऊ)

१/३/१/अ

दिनांक: व्यंगडा खंड क्रमांक नांव धारक (या) पट्टेदार (य) कियो भार (या) साक्षात

०६/०५/१९७५

मा. अण्ण उप जिल्हाधिकारी मुंबई उपनगर मुंबई अंधेरी याचे कडोल आदेश क्र ए.डी सी / एल् एन् डी ७०३० दिनांक ३.५.७९ अन्वये विनशेती सारा या नांव घेतली क्षेत्र १३९.५ चौ.मी आकार २०.१०

यो.  
११/०५/१९७५  
न.भू.अ.क्र. ५१.५.५५  
XXZX

१७/०६/१९८०

मा. अ.उ.जि.म.उ.म. अंधेरी याचे कडोल आदेश क्र ADC/LNDD - ५७८२ दि २१.५.७७ अन्वये २५०००.० चौ.मी क्षेत्रावर दि १.८.७६ पासून वार्षिक २०००/- रु प्रमाणे वि.शे. सान्याया नोंद

यो.  
१०/०६/१९८०  
न.भू.क्र. ५१.५.५५

००/०९/१९८१

श्री एम् एम पटेल याच्या अर्ज. जबाब खरेदी खताची नयकलन रेकॉर्ड ऑफ गाईड ७/१२ उतारा व न.भू.अ.क्र. ५ याचा न. ए.भू.१३-न.भू.१/८१ दि २१.९.८१ अन्वये अर्ज दाख याची नावे दाखल क्षेत्र ५४६००.० चौ.मी

SI H  
१)शांतीलाल माथुरभाई पटेल  
२)श्रीमती दहावेन शांतीलाल पटेल  
३)रमेश शांतीलाल पटेल  
४)आरती रमेश पटेल  
५)दिनेश शांतीलाल पटेल  
६)दिपक शांतीलाल पटेल  
क्षेत्र ५४६००.० चौ.मी

यो.  
नं.नं.पु.अ.क्र. ५.५.५.५  
जिल्हा यो.

३०/०९/१९८०

मा. अ. उ. जि. म. उ.प. अंधेरी याचे कडोल वि.शे. आदेश क्र ADC/LND D /७०५० दि १५.१२.१९८१ अन्वये रत १९.२० पै क्षेत्र -६६.९चौ.मी दि १.८.७९ पासून विनशेती सारा नोंद घेतली

यो.  
१०/०९/१९८०  
नं.नं.पु.अ.क्र. ५.५.५.५

मा. अ.उ.प.जी.मुंबई उप अंधेरी याचे कडोल वि.शे. आदेश क्र ADC/LNDD ७०३० दि १५.१२.१९८१ अन्वये रत ४०.०० पै क्षेत्र १३९.५ चौ.मी दि १.८.७९ पासून विनशेती सारा नोंद घेतली

यो.  
नं.नं.पु.अ.क्र. ५.५.५.५

मा. अ.उ.प.जि.मुंबई अंधेरी याचे कडोल विनशेती आदेश क्रमांक ADC/LNDD ६५८१ दि १५.१२.१९८१ अन्वये रत २२.८० क्षेत्र १६०.० चौ.मी दि १.८.७९ पासून वि.शे.ती साग नोंद घेतली

यो.  
नं.नं.पु.अ.क्र. ५.५.५.५

मा. अ.उ.प.जि. मुंबई उग्र अंधेरी याचे कडोल आदेश क्र ADC/LNDD ५७८२ दि १५.१२.१९८१ अन्वये रत १२०००.० क्षेत्र २५०००.० चौ.मी दि १.८.७९ पासून वि.शे. सारा नोंद घेतली

यो.  
नं.नं.पु.अ.क्र. ५.५.५.५

००/१०/१९८१

यंत्रालय पदाडी गोरगांव लंड डेकलपपेट प्रा.लि.याचे कडोल श्रदेदीखताची नयकलन ७/१२ उतारा जशय मा.दुय्यम निबंधक मुंबई याचे कडोल मुंबई क्र.१८६३ ८८ दि.२७/११/८८.०८ १८८ अन्वये य मा.न.भू.अ.क्र.५ याचे कडोल आदेश क्र. ए.भू.१३/गोरगांव दि.२०/१०/८९चे आदेशान्वये ८.१००.८ चौ.मी.क्षेत्रास खरेदीवाचं नय दाखल केत.

SI (H)  
उप डेकलपपेट को.अ.पेट्टीक हॉसिंग सोसायटी लिमिटेड क्षेत्र ८.१००.८ चौ.मी.

यो.  
०१/१०/१९८१  
नं.नं.पु.अ.क्र. ५.५.५.५



बदर-२/	
१८५५	७७
२०१०	

मालमत्ता पत्रक

दिनांक --

गोरेगांव

जिल्हा/न.भू.मा.का. -- न.भू.अ.मालाड

जिल्हा --

मुंबई उपनगर जिल्हा

क्रमांक व नं. व

अर्ज नंबर

पत्र नंबर

क्षेत्र  
चौ.मी.

धारणीधिकारी

सामान्य दिवसच्या अपवादामुळे किंवा धाड्यामुळे  
तयार झालेला भागाच्या वर तयार झालेला नियत येऊ

१/३१/२०३१

दिनांक	व्यवहार	खंड क्रमांक	नविन धाड्या (भा) पट्टेदार (भा) किंवा धार (भा)	माक्षिकित
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१३/०७/१९८८	मा. विशेष भूमिसंपादन अधिकारी क्र ७ मु उप यांचे कडोले LAQ/२०७ व २८० अनुक्रमे दि १३.४.७३ व २९.६.७४ च्या अर्थात प्रमाणे व मा.न.भू अ क्र ५ मु यांचे कडोले आदेश क्र प भू १३ गोरेगाव १/८८ दि २९.७.८८ अन्वये १५४०८२.४ चौ.मी क्षेत्रास चौ.मी.सहकारी अँडर टॉकिंग याचे नाव राखिल		H बॉम्बे इलेक्ट्रीक सप्लाय अँड ट्रान्स्पोर्ट अँडर टॉकिंग	मार्ग १५.०९.१९८८ दि.१५.०९.१९८८ ५ मु ३१
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००/०२/१९८९	मा. विशेष भूमि संपादन अधिकारी क्र ७ मुंबई यांचे कडोले LAQ ४१३ / ४९९ दि १९.६.८७ च्या अर्थात प्रमाणे व मा.न.भू अ क्र ५ मु यांचे कडोले आदेश क्र प भू १३ गोरेगाव १/८९ दि २०.२.८९ अन्वये ७७४७.१ चौ.मी क्षेत्रास नाव राखिल		H बॉम्बे इलेक्ट्रीक सप्लाय अँड ट्रान्स्पोर्ट अँडर टॉकिंग	मार्ग १६.०५.१९८९ दि.१६.०५.१९८९ ५ मु ३१
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०९/०६/१९९०	मा. विशेष भूमिसंपादन अधिकारी क्र ७ मुंबई उप नगर मुंबई यांचे कडोले आदेश क्र एल् ए व्ही ५२० दि २७.५.८३ अन्वये २४५९.० चौ.मी जागा स्माराणासाठी संपादित असे			मार्ग ३०.०६.१९९० दि.३०.०६.१९९० ५ मु ३१
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०३/०४/१९९१	अर्ज नं जाबवा चलन भाडे पट्ट्याने मुदत ६० वर्षे यांचे इलेक्ट्रिक सप्लाय अँड ट्रान्स्पोर्ट अँडर टॉकिंग यांचे कडोले ताचे फावती दि १९.९.८० व ९.९.८७ भाडे कारारादि २.२.८९ क्षेत्र ५७४७.१ चौ.मी न.भू अ आदेश क्र न.भू अ ५ / गोरेगाव / न.भू क्र १ पैकी / १९९१ दि २३.४.९१	SI	L श्री सिध्दिविनायक सहकारी गृह निर्माण संस्था (भयार्दात)	मार्ग ०३.०४.१९९१ दि.०३.०४.१९९१ ५ मु ३१
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१९/०६/१९९१	मा. अँडो डोडे कलेक्टर अंधेरी यांचे कडोले बिनशती आदेश क्रमांक ADC, LND/१८७७ दि १९.१०.८७ व दुरुमती आदेश क्र ADC/LND E - १४२७ दि २५.९.९१ अन्वये र रु १७१८५.० क्षेत्र २३८६८.७ चौ.मी दि १.१२.८७ पासून चौ. ई गस टी च्या नावे बिनशती सारा नॉद घेतली बिनशती सारा दर साल र रु ७३/- प्रमाणे दर १०० चौ.मी ला			मार्ग १९.०६.१९९१ दि.१९.०६.१९९१ ५ मु ३१
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२९/०६/१९९२	मा. अ.भू अ मुंबई उपनगर मुंबई यांचे कडोले आदेश क्र आर ई व्ही ४४ / न.भू अ / शे. दु.गस आर ११६६ (६३ / ९१) दि १२.६.९१ व अन्वये क्षेत्र ५१२१.५ चौ.मी क्षेत्र साभिल केलं			मार्ग २९.०६.१९९२ दि.२९.०६.१९९२ ५ मु ३१
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	मा. अ.भू अ मुंबई उप नगर मुंबई यांचे कडोले आदेश क्र आर ई व्ही ४४ - न.भू अ / शे. दु.गस आर ११६६ (६३) - ९१ दि १२.६.९१ अन्वये बॉम्बे इलेक्ट्रिक सप्लाय अँड ट्रान्स्पोर्ट अँडर टॉकिंग यांचे नावे भयवलेल्या १५४०८२.४ चौ.मी क्षेत्रा पैकी पाठोपाठान आदेशा नुसार अँकुर सहकारी गृहनिर्माण संस्था (मार्ग) चे नावे १५४०५.०० चौ.मी क्षेत्र भाडे पट्ट्याने प्रधान करणत आणलेले पैकी करून स्वतंत्र मिळविलेले यांचा उपपट्टेदार व त्याच न.भू क्र. २ व अग्रा नविन क्र दिनांक			मार्ग २९.०६.१९९२ दि.२९.०६.१९९२ ५ मु ३१
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बदर-२/	
१८५१	७८
२०१०	

मालमत्ता पत्रक

गाण/भांजे -- पारेगांव जिल्हा -- मुंबई उपनगर जिल्हा

न.भू.अ. मालाड शासनाना दिनांक आरगणा किये भाड्याना तारांन आण त्याच्या फेर तगासणांनो नियत बंड।

२/अ/२/३१

दिनांक	परिचय	खंड क्रमांक	नियत धारक (१) पट्टेदार (२) किये धार (३)	याक्षान्त
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३०/१०/१९९१	अर्ज व जवाब खरोदीने मा. दुय्यम निबंधक मुंबई याचे क्र गम १८३७/८५ दि २१.५.८५ व पत्रिका १८६३/८८ दि २८.७.८८ व मा. जि. नि. भू तथा न. भू क्र ५ याचे कॉडिल आदेश क्र प भू १३/भारगाव/न. भू क्र १ पे/११ दि ३०.१२.९१ - ११३५-० चौ.मी क्षेत्रास धारक सदरी नाव दाखल केलं	SI	H उषा डेव्हलपमेंट कॉ. ओ हॉमिंग गोंगायटी लिमिटेड ड क्षेत्र ११३५.० चौ.मी	गण - ३०/१०/१९९१ दि. नि. भू अ तथा न. भू धारक ५ प ३ लि
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१८/०१/१९९२	अर्ज, जवाब म. रा. मि. स. वि. विभाग मुंबई यांचे कॉडिल आदेश क्र. मुंबई/वो/वोड/गृह विभाजन/उषा/१८०३/१९९१ दि. ०६ नोव्हें १९९१ व मा. जि. नि. भू. अ. तथा न. भू. अ. क्र. ५ यांचे कॉडिल आदेश क्र. प. भू. १३/भारगाव न. भू. क्र. १ पे/११-९० दि. १४/०१/१९९२ अन्वये दि. ०० १०.१९८९ व दि. ३०/१०/१९९१ ची नोंद कमी करुन गफुण चौ.मी. १८०३८.० क्षेत्रावा उषा डेव्हलप कॉ. ओ. हो. सो. लि. चे नाव कमी करुन उषा दर्शन कॉ. ओ. हो. सो. चे नाव दाखल केलं.		H उषादर्शन डेव्हलपमेंट कॉ. ओ. हो. सो. लि. क्षेत्र १८०३८.०० चौ.मी.	गण - १४.०१.१९९२ दि. नि. भू अ तथा न. भू धारक
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१८/०९/१९९०	SI मा. जिल्हाधिकारी मुंबई उप. यांचे कॉडिल पोर्टविभाजन आदेश क्र. सो./काया-७/एकत्रीकरण/चौ. वि. /मस. आर. /९३८ दि. १०/०१/१९९२ व मंजूर नकाशा तसंच इकडिल मो. र. नं. ६७६/दि २१/०५/१९९२ अन्वये न. भू. क्र. १ अ ये क्षेत्रातून ५४५७०.१ चौ.मी. वजा करुन त्याची न. भू. क्र १अ/२ नियत मिळकत पत्रिका उघडली. व दि. ०२/०९/१९८९ ची नोंद कमी केली.			गण - १४/०९/१९९० दि. नि. भू अ तथा न. भू धारक
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०८/१०/१९९१	SI मा. जिल्हाधिकारी मुंबई जिल्हा यांचे कॉडिल विनशंती आदेश क्रमांक C / LND/VII-A /NAP/SR -३७८२ दि. २३/०२/१९८४ व दुसरी आदेश क्र. DESK/VII/NAP/SR/३७८० दि. १८/०९/१९९५ न. भू. अ. क्र. ५ मुंबई उप. यांचा आदेश क्र. न. भू. अ. ५/न. भू. क्र. १अ/१९/ विनशंती/९५ दि. ०४/१०/१९९५ अन्वये न. भू. क्र. १अ/१ या मिळकतीवरील दि. १६/०१/१९९२ रोजीची नोंद कमी करुन दाखल असलेल्या २५६५५०.०० चौ.मी. क्षेत्रातून २०११८.६ चौ.मी. क्षेत्र कमी करुन त्याची स्वतंत्र मिळकत पत्रिका उघडून त्यास १अ/१/व असा शंरा रेकन धारक सदरी मे. उषा दर्शन कॉ. ओ. हो. सो. लि. चे नाव दाखल केलं व मुळ मिळकत पत्रिकेवर २३६४७१.४ चौ.मी. कायम करुन १अ/१/अ असा शंरा दिला.			गण - १६/०१/१९९२ दि. नि. भू अ तथा न. भू धारक
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बदर-२/  
१५५ ०६  
२०१०

# मालमत्ता पत्रक

गा.प्रा.मं.जे -- गोरेगांव      तालुका/न.भू.मा.का. -- न.भू.अ.मालाड      जिल्हा -- मुंबई उपनगर जिल्हा  
 गा.प्रा.मं.जे -- गोरेगांव      नं.भू.अ.मालाड      जिल्हा -- मुंबई उपनगर जिल्हा  
 गा.प्रा.मं.जे -- गोरेगांव      नं.भू.अ.मालाड      जिल्हा -- मुंबई उपनगर जिल्हा

क्र.सं.	व्यवहार	खंड क्रमांक	नवीन धारक (भा) पहिलार (रा) किंवा भा (भा)	माक्षफिन
२००७/१९९६	अर्ज. मा. द. नि. मुंबई यांचेकडून मूळ क्र. २ R दि. ००/११/१९७५, मा. उच्च न्यायालय मुंबई यांचेकडून मूट नं. १८५५/९३ चे कन्सेन्ट टर्मस या मा.न.भू.अ. क्र. यांचा दि. १६/०८/१९९६ चे आदेशान्वये २९८८५.० घा.मां. क्षेत्राम धारक सदरी नावे दाखल केली.	SI	(H) १) सुरेश कांतोनाथ जगानी २) निरंजन आनंदनाथ जगानी ३) वसु विठ्ठलनाथ पांगवार ४) शारदा भूपतराय शाह ५) स्नेहा हसनमुरारय शाह ६) गिरधरलाल उग्रचंद पाटील ७) कांताबेन महाशुकना पारोख ८) रामणकांत नानालाल जगानी ९) सुजाता प्रमन कगाडाया १०) पंकज रामणकांत जगानी ११) अनुपम गणकांत जगानी १२) तरला अनिल पारोख १३) प्रीती योग दलाल १४) नैना अनिल पारोख १५) दिवशीश अनिल पारोख १६) मायांक महाशुकना पारोख १७) परीमल महाशुकना पारोख १८) राजूल दिलीपभाई जागी १९) पारु विनय शाह २०) कल्पना किशोरभाई पारोख २१) कांतोलाल उग्रचंद पारोख २२) सुधा वृद्धीधन मोदी २३) पंकज गणकांत जगानी २४) अतुल नानालाल पारोख २५) गणेश अनिलकुमार शाह २६) सुधीर कांतोलाल जगानी २७) मधुसूदन नवनाथराय भोंसले २८) निधील अंबादास शाह २९) संदीप धारजनाथ शाह क्षेत्र २९८८५.० चौ.मी.	मां. १६/०८/१९९६ न.भू.अ. क्र. ५ २००७/१९९६
१९०१/१९९६	अर्ज. मा. न्यायालय मुंबई यांचेकडून आर. अं. डी. मूट नं. १०१६ मन १९९४ चे कन्सेन्ट टर्मस मा. सह द. नि. ४ यांचे मुंबई यांचेकडून वदर - २/४५०८/९६ ची सुची क्र. ० विवरण पत्र. मा.न.भू.अ. ५ यांचा दि. ००/१/१९९६ चे आदेशान्वये प्रलियमा ७००००.० रु. दराने ९९ वर्षांच्या भाडे पट्ट्याने २४९२६.०० घा.मां. क्षेत्राम भाडेपट्टेदार (लेसी) म्हणून नाव दाखल केले.	SI	(L) श्री. मामजीभाई क्षेत्र २४९२६	मां. १६/०८/१९९६ न.भू.अ. क्र. ५ २००७/१९९६
१०११/२०००	SI मा. उच्च न्यायालय मुंबई यांचेकडून कोर्टात प्रवेश मुंबई यांचे दि. ३१/१२/१९९९ चे आदेशान्वये मा. अधिभक्त भूमि अधिलेख मुंबई उपनगर जिल्हा यांचा दि. २६/०८/१९९७ चा आदेश रद्द करण्यात आणून अगुन त्यांना प्रस्तुत कार्या फेर यांकशा करून निर्णय घ्यावा असे आदेश दिलेले आहेत म्हणून नोंद घेतली			



बदर-२/

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मां.  
 १६/०८/१९९६  
 न.भू.अ. क्र. ५  
 २००७/१९९६

मालमत्ता पत्रक

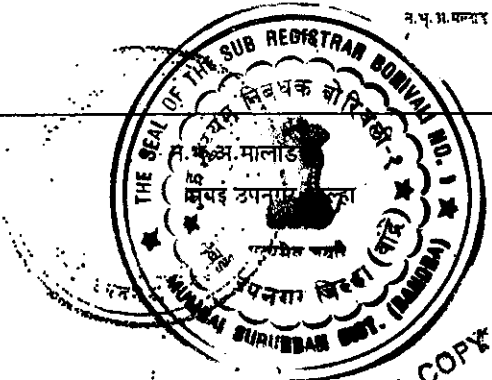
भाग: मांजें -- गोरगांव तालुका/न.भु.मा.का. -- न.भू.अ.मालाड जिल्हा -- मुंबई उपनगर जिल्हा

दिनांक १/अ/१/अ

दिनांक	व्यवहार	खंड क्रमांक	नियम धारक (भा) पट्टेदार (ग) किंवा भार (भा)	साक्षात्करण
१६/०२/२००४	मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील दुसऱ्या फेरी. आदेश क्र.सा/काया/०क/कलम १३५/गम.आर.२२५ दि.०८/११/०३ अन्वये न.भू.आंशियरा व गोरगांवची हद्द पूर्वायमोक्त आलेख क्रमांक ६८.४९.५०.५१.५२ मध्ये			क.पत्र क्र. २७ प्रमाण मध्ये ०४/०२/२०११ न.भू.अ.धलारा
१६/०२/२००४	मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील दुसऱ्या आदेश क्र.सा/काया/०क/कलम १३५/गम.आर.२२५ दि.१३/२/०४ अन्वये न.भू.क्र.१अ/१/अ चे क्षेत्र २३६.४७९.६ चौ.मीटर पेवजी हद्ददुरुस्ती कऱ्यामुळे २४८२९३.९ चौ.मीटर क्षेत्राची न.भू.क्र.१अ/१/ब/६ची सत्ता प्रकार शैली अशा स्वतंत्र मिळकत पत्रिका ठगडली व २४९२६.० चौ.मीटर क्षेत्र मूळ क्षेत्रातून वजा करून शिल्लक क्षेत्र २.२३.३६७.९ चौ.मी.दाखल केले.			क.पत्र क्र. २८ प्रमाण मध्ये ०४/०२/२०११ न.भू.अ.धलारा
१६/०२/२००४	मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील सा/काया-७अ/पो.वि./गम.आर.३१७५ दि.२१/९/१९९९ अन्वये व मो.र.नं.५/९९ व इकडील आदेश क्रमांक न.भू.अ.मालाड/गोरगांव/न.भू.क्र.१अ/१/अ पो.वि./०५ दिनांक १६/२/०४ अन्वये पोर्टविधानानुसार वग हांगारे क्षेत्राची २९८८५.० चौ.मी.र क्षेत्राची नाचन मिळकत पत्रिका ठगडली सदरचे क्षेत्र मुळ न.भू.क्रमांकानुसार कमी करून १९३४८०.९ चौ.मीटर दाखल केले व असा शीज यत्न केला व दि.२५/७/९६ची नोंद रद्द केली.			मध्ये ०४/०२/२०११ न.भू.अ.धलारा
११/०३/२००४	मा.जिल्हाधिकारी मुंबई उपनगर यांचे कडील आदेश क्रमांक सा/डेक्स-७-अ/अन अन डो/अन अं पो/अंसे आर ७५९४ दिनांक ३/३/०४ चे आदेशाप्रमाणे भागकासदगी मं. मिल्कर मून कन्स्ट्रक्शन प्राव्हेंट लिमिटेड यांचे नांव दाखल केले व दि.२१/१६ गंजीची भाडेपट्टेदार (नेसे) यांची नोंद कमी केली.			क.पत्र क्र. २९ प्रमाण मध्ये ०४/०३/२०११ न.भू.अ.धलारा

गणराणा करणारा -  
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म्यो नक्कल -  
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सत्य प्रतिलिपी  
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 J/14, 1st Flr  
 State Colony, Borivli (W)  
 Mumbai-400 103-

# ANNEXURE - "C"

OFFICE OF THE  
EX. ENGR. BLDG. PROPL. (W.E.) R&P WARD  
Dr. BABASAHEB AMBEDKAR MARKET BLDG  
KANDIVALI/WEST, MUMBAI-400067.

BMPP-3536-2005-15,000 Forms. (4 Pages)

EC-48

THIS I.O.D./C.C IS ISSUED SUBJECT  
TO THE PROVISION OF URBAN LAND  
CEILING AND REGULATION ACT 1978

Form 346  
88

in replying please quote No.  
and date of this letter.

## Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended up to date.

No. E.B./CE/ 9430 BS/AP of 200 - 200 **14 JUN 2007**

### MEMORANDUM

Municipal Office,

Mumbai .....200

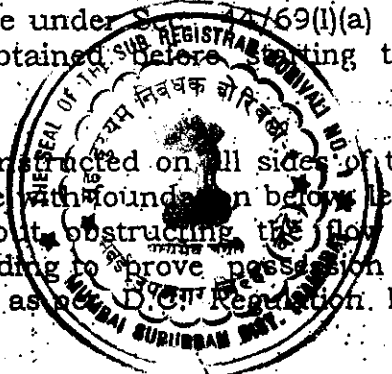
Developer  
Owner -

Vijay Associates (Wadhwan) Construction Pvt Ltd.

With reference to your Notice, letter No. .... dated ..... 200 and delivered on  
..... 200 and the plans, Sections Specifications and Description and further particulars and  
details of your buildings at Proposed bldg. no.18 on plot bearing CTS ..... furnished  
to me under your letter, dated No. 1 (pt.) of village, Nekadi Goregaon at Link Road  
Goregaon (W). I have to inform you that I cannot approve of the building  
or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of  
the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons:-

### A. CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK/BEFORE PLINTH C.C.

1. That the Commencement Certificate under Section 169(l)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to improve possession of holding before starting the work as per D.C. Regulation. No. 38(27).
3. That the low lying plot will not be filled upto 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 will not be leveled, rolled, consolidated and sloped towards road side before starting the work.



CERTIFIED TRUE COPY

*[Signature]*

FOR

RESEARCH

J/14, 1st Fl,  
Stone Castle,

S. C. Colony, Colivali (W),

Mumbai-400102

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( ) That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.

( ) That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

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

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

skd  
Executive Engineer, Building Proposals,  
Zone, 075 Wards.

### SPECIAL INSTRUCTIONS

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

(3) Under Bye-law, No. 8 of the Commissioner has fixed the following levels:—

"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be—

"(a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be laid in such street"

"(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.) of such building.

"(c) Not less than 92 ft. ( ) meters above Town Hall Datum."

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Non-compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.

(5) Your attention is further drawn to the provision of Section 353-A about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect same and to grant a permission before occupation and to levy penalty for non-compliance under Section 477 if necessary.

(6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.

(7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburban District.

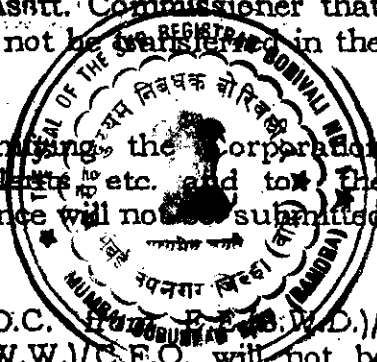
(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Attention is drawn to the notes Accompanying this Intimation of Disapproval

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14 JUN 2007

4. That the specifications for layout/ roads/development of setback land will not be obtained from E.E.(R.C.)(W.S.)(P&R ) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from E.E.(R.C.)/E.E.(S.W.D)(W.S.)(P.& R.)/E.E.(T. & C.) before submitting Bldg. Completion Certificate.
5. That the Structural Engineer will not be appointed supervision memo as per Appendix -XII(Regulation 5(a)(ix) will not be submitted by him.
6. That the structural design including provision of seismic/wind load and or calculations for the proposed work and for existing building showing adequacy thereof to take up additional load will not be submitted before C.C.
7. That the sanitary arrangement shall not be carried out as per Muni. Specifications, and drainage layout will not be subraittd before C.C.
8. That the regular / sanctioned proposed lines and reservation will not be got demanded at site d additional copy of plan shall not be submitted for agreeing to handover the set-back land tree of compensation and that the set back handing over certificate will not be obtained from Ward Officer that the ownership of the setback land will not be transferred in the name of M.C.G.M. before C.C.
9. That the Registered Undertaking and additional copy of plan shall not be submitted for agreeing to handover the set back land tree of compensation and that the set back handing over certificate will not be obtained from Asstt. Commissioner that the ownership of the setback land will not be transferred in the name of M.C.G.M. before C.C.
10. That the Indemnity Bond indemnifying the Corporation for ownership, damages, risks, accidents etc. and to the occupiers and u/t regarding no nuisance will not be submitted before C.C./ starting the work.
11. That the requirements of N.O.C. (E.E.(S.W.D.)/E.E.(T&C)/E.E.(R.C.)/E.E.(SEW)/E.E.(W.W.)/C.F.O. will not be obtained before requesting for C.C. and the requisition will not be complied with before occupation certificate / B.C.C.



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12. That the qualified / Registered Site Supervisor through Architects/Structural Engineer will not be appointed before applying for C.C.
13. That N.O.C. from A.A. & C. (P/S) shall not be submitted before requesting for C.C. and final N.O.C. shall not be submitted before requesting for occupation / B.C.C.
14. That N.O.C. from H.E. shall not be submitted before requesting for C.C.
15. That the copy of application made for Non-agricultural user permission shall not be submitted before requesting for C.C.
16. That the regd. u/t. from the developer to the effect that the Meter cabin, stilt portion, society office, servants toilet, part/pocket terrace shall not be misused in future shall not be submitted before requesting for C.C.
17. That the development charges as per M.R. & T.P. (Amendment) Act, 1992 will not be paid before C.C.
18. That the C.T.S. plan and P.R. Card area written in words through S.L.R. shall not be submitted before C.C.
19. That provision for Reliance Energy / M.T.N.L. shall not be made.
20. That the P.C.O. charges shall not be paid to Insecticide Officer before requesting for C.C. for providing treatment at construction site to prevent epidemics like Dengue, Malaria etc. is made to the Insecticide Officer of the concerned War Office and provision shall not be made as and when required by Insecticide officer for inspection of water tanks by providing safe and stable ladder etc. and requirements as communicated by the Insecticide Officer shall not be complied with.
21. That the proportionate sewerage line charges as worked out by Dy.Ch.Eng. (Sew.Planning) shall not be paid if that office before requesting for C.C.
22. That the Janata Insurance Policy shall not be submitted before C.C.
23. That the true copy of the sanctioned layout/subdivision/amalgamation approved under No.

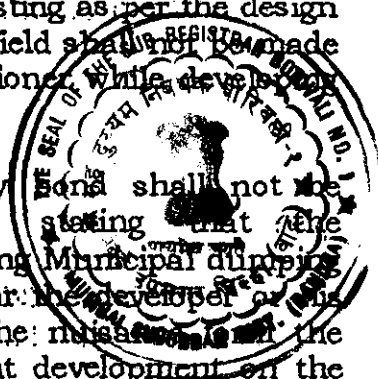


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ChE/1229/LOF dt: 5.8.2004 alongwith the terms and conditions thereof will not be submitted before requesting for C.C. and compliance thereof will not be done before submission of B.C.C.

24. That requisition of clause 45 & 46 of D.C.R. 91 shall not be complied and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.
25. That the Regd. undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.
26. That the building will not be designed complying requirements of all the relevant I.S. Codes including I.S. Code 1893 for earthquake design, the certificate to that effect shall not be submitted from Structural Engineer.
27. That the soil investigation will not be done and report there of will not be submitted with structural design before requesting for C.C.
28. That the Regd. U/T. shall not be submitted mentioning that any change required shall be incorporated in amended plan/layout plan due to remarks of SWD from Nallah point of view and access shall be provided for nallah cleaning.
29. That the N.O.C. from tree authority shall not be submitted and requirements therein shall not be complied with before requesting for C.C.
30. That the alternate arrangement for drinking water shall not be made for the existing tenants before demolishing the existing overhead water storage tank before C.C.
31. That provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 1000 sq.mts.
32. That the reg. u/t cum indemnity bond shall not be submitted before approval of plan stating that the Owner/Developer is aware of the existing Municipal dumping ground in close vicinity of their plot or the developer or his agent etc. shall not complain about the nuisance of the dumping ground by virtue of subsequent development on the plot and the developer shall declare this fact by way of a clause



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in agreement to the intended purchaser of the Residential/ Commercial/ Industrial units in their property.

33. That the requirement of clause 40 & 41 of D.C.R. shall not be incorporated in proposed plan and requirements shall not be complied with before submitted B.C.C.
34. That the bore well shall not be constructed in consultation with H.E. before requesting for C.C.
35. That the details of quantity of debris created due to the development of proposed bldgs./ additions/ alterations and that the phase programme for removal of the said debris shall not be submitted and not followed scrupulously and u/t. to that effect shall not be submitted.
36. That the requisitions from Fire Safety point of view as per D.C.Regulations shall be complied with.
37. That the PAN card with the photo of the applicant as per prescribe proforma shall be submitted.
38. That all exterior walls shall not be constructed as per circular No: C/PD/12387 DT. 17.3.2005.
39. That the NOC from E.E.(Env.) for debris will not be submitted before C.C.
40. That the NOC from Addl. Collector for royalty of excavated earth will not be submitted.
41. That the NOG from M.O.E.F shall not be submitted before C.C.
42. That the NOC from B.E.S.T. regarding plans shall not be submitted.

**B. CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.**



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1. That the plinth/ stilt height shall not be got checked by this office staff.
2. That the Water connection for construction purposes will not be taken before C.C.
3. That the plan for Architectural Elevation and projection beyond proposed bldg line will not to be submitted and got approved before C.C.
4. That the N.O.C. from Civil Aviation Department will not be obtained for the proposed height of the building.
5. That the debris shall not be transported to the respective Municipal Dumping site and challan to that effect shall not be submitted to this office for record.

**C - GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C.**

1. That the dust bin will not be provided as per C.E.'s circular No. CE / 9297 / -II of 26.06.1978.
2. That 10'0" wide paved pathway upto staircase will not be provided.
3. That the surrounding open spaces, parking spaces and terrace will not be kept open.
4. That the name plate/ board showing Plot No., Name of the Bldg. etc. will not displayed at a prominent place before O.C.C. / B.C.C.
5. That B.C.C. will not be obtained and IOD and Debris deposit etc. will not be claimed for refund within a period of six year from the date of B.C.C.
6. That the carriage entrance shall not be provided before start work.
7. That the Non-Agricultural permission / revised N.A. shall not be submitted before occupation.
8. That terraces, sanitary blocks, naharis in kitchen will not be made waterproof and same will not be provided by method of ponding and all sanitary connections will not be made leakproof and smoke test will not be done.



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9. That the final N.O.C. from H.E.dept./E.E.(S.W.D)/Lift Inspector shall not be submitted before O.C.C.
10. That the Final N.O.C. from A.A.& C.(P/S) shall not be submitted before occupation.
11. That the conditions mentioned in the clearance under No. \_\_\_\_\_ dt. \_\_\_\_\_ obtained from competent authority under U.L.C. & R Act, 1976 shall not be complied with.
12. That the Structural Engineers Stability Certificate along with R.C.C. design, canvas plan shall not be submitted.
13. That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H. Tank etc. for Maternity Home/Nursing Home, user will not be provided and that drainage system or the residential part of the building will not be affected.
14. That debris shall not be removed before submitting B.C.C.
15. That the Co.Op.Hsg.Society of the perspective purchaser shall not be formed and regd. certificate to that effect shall not be submitted before B.C.C.
16. That canvas mounted plans shall not be submitted along with Notice of completion of work u/s 353F of M.M.C. Act for work completed on site.
17. That every part of the building constructed and more particularly O. H.Tank will not be provided with a provision of safe and stable ladder.
18. That site supervisor certificate for quality completion of the work shall not be submitted in prescribed format.
19. That the list of additional members of Non-Residential users shall not be added in the list of the society members and certificate from MHADA in that effect shall not be submitted.
20. That the some of drains will not be laid internally with C.I.Pipes.



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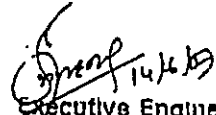
14 JUN 2007

21. Vermiculture bins for disposal of wet waste as per design and specification of organization/individuals specialized in this field, as per the list furnished by solid waste Management Department of M.C.G.M. shall be provided to the satisfaction of Municipal Commissioner.

**D. CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.**

1. That certificate under Sec. 270 A of B.M.C. Act will not be obtained from H.E.'s Deptt. regarding adequacy of water supply.

THIS I.O.D./B.C. IS ISSUED SUBJECT TO THE PROVISION OF URBAN LAND CEILING AND REGULATION ACT 1978  
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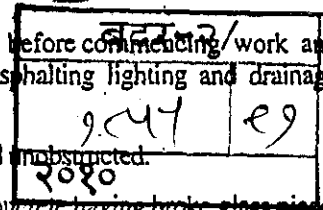
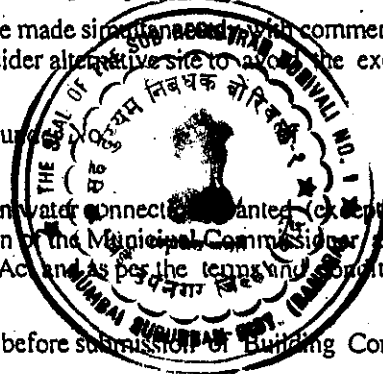
  
Executive Engineer,  
for: 31da Proposal (W.S.) P & K/W Ward.



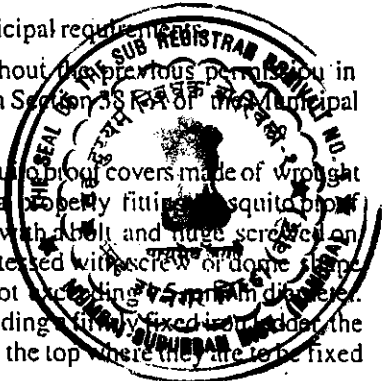
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## NOTES

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site! The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full-flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps, debris, etc. should not be deposited over footpaths or public street by the owner/ architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer street connections; if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation 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 and should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non-water connections (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The acces road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphalt lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of 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 proposed to be demolished are demolished.



- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 13 (h) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) 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 City Engineer is satisfied with the following :-
- Specific plans in respect of evicting or rehousing the existing tenants on hour 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 of the alternative accommodation in the proposed structure at standard rent.
  - Plans showing the phased 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.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the manholes and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 38 F of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all systems shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and nut secured on tightly serving the purpose of a lock and the warning pipes of the ribbet pretensed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perforations each not exceeding 7.5 mm diameter. the cistern shall be made easily, safely and permanently a ceasible by providing a ladder fixed in a ladder the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed an its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles and not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5 (b).  
 (b) Lintels or Arches should be provided over Door and Window opening.  
 (c) The drains should be laid as require under Section 234-1 (a).  
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.



402-21  
**CERTIFIED TRUE COPY**

FOR RESEARCH  
 2014  
 2020

J/14, 1st Fl.

Stone Castle

P. E. Colony, Borivli

Mumbai-400 103

14/6/07

Executive Engineer, Building Proposals

Zones Executive Engineer, Wards

17th

11 4 JUN 2007

COPY TO LICENSING SUPERVISOR/OWNER



# ANNEXURE- "D"

TA/1460

OFFICE OF THE  
EX. ENGR BLDG. PROPL. (W.S.) P & R WARD  
Dr. BABASAHEB AMBEDKAR MARKET BLDG  
KANDIVALI/WEST, MUMBAI-400 067.

BRIHANMUMBAI MAHANAGARPALIKA

MAHARASHTRA REGIONAL & TOWN PLANNING ACT, 1966 (FORM 'A')

NO. CHE/ 9430 /BP(W.S)/AP/AR 21 JUN 2007

## COMMENCEMENT CERTIFICATE

To  
Developer  
Vijay Associates (Wadhwa) Construction Pvt. Ltd.

Sir,  
With reference to your application No. 3604 dated. 7.6.07 for Development Permission and grant of Commencement Certificate under Sector 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Bldg. No. 18 on C.T.S. No. 1 (pt.) at premises at Street - Village Goregaon Plot No. - situated at Goregaon Link Road Ward P/S

The Commencement Certificate/Building Permit is granted on the following conditions:

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act 1966
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:-
  - (a) The development work in respect of which permission is granted on this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
  - (c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 45 or 48 of the Maharashtra Regional and Town Planning Act 1966
7. The conditions of this certificate shall be binding not only on the applicant by on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri V.H. Patil, Executive Assistant Engineer to exercise his power and functions of the planning Authority under Section 45 of the said Act.

This C.C. is restricted for work up to Foundation for soil testing and sheet pile work only.  
For and on behalf of Local Authority  
Brihanmumbai Mahanagar Palika

2080

*(Signature)*  
Executive Assistant Engineer, Building Proposal (West Sub)  
P & R Wards  
FOR

MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

OP/AT

CHB/ 9430 / EP (WS) / AD

8) This c.c. is valid and further extended upto top of upper stilt slab level as per approved plan dt 14.06.2007.

31 NOV 2007

*[Signature]*

E.E.P. (W.S.) P. & K/West

9) This c.c. is now further extended upto wing 'A' & 'D' - st + Podium + 1 to 6 and wing 'B' - upto st + Podium + 1 to 7 - upper floors as per approved plans dt. 14/6/2007

16 JAN 2008

*[Signature]*  
E.E.P. (W.S.) P & K/W.

10) This c.c. is now further extended for wing 'A' & 'B' for lower stilt + 3 No's of upper parking floors + Podium + 17<sup>th</sup> upper floor & for wing 'C' & 'D' upto top of Podium slab level within the Building line as per approved plan dt 28-8-08.

6 OCT 2008

FOR  
TEARCH  
J/14, 1st Fl,  
I. C. Colony, Borivil (W)  
Mumbai-400 103.



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**M.V. KINI & CO.**

ADVOCATES &amp; SOLICITORS

VILE PARLE

B-103, 1ST FLOOR, CHARMEE ENCLAVE, SHRADHANAND ROAD, WESTERN EXPRESS HIGHWAY, VILE PARLE (E),  
MUMBAI -400 057. Tel. : Off. : 2610 4450, 3261 5183 • Fax : 2610 4451 • E-mail : parle@mvkini.com

MVK/TC/BEST/1604/2008

To  
General Manager  
BEST Undertaking  
Mumbai.**TITLE CERTIFICATE****WHOMSOEVER IT MAY CONCERN**

Re. : All that un-subdivided piece or parcel of land being sub-divided Plot No. 2A admeasuring 27913.93 sq. mtrs. (containing permissible FSI of 38653 sq. mtrs) forming part of the larger property (and additional TDR permissible of the larger property bearing CTS No. 1 (Part) of Village Goregaon at BEST Nagar, Oshiwara, Goregaon (West), Mumbai admeasuring 1,54,082.40 sq. mtrs. i.e. 60350 sq. mtrs) and bounded as Follows :

On or Towards the East : By 12 Meters wide Road.  
On or Towards the West : By Plot No. 2B of BEST Staff Quarters.  
On or Towards the North : By 18.30 Meter wide D. P. Road.  
On or Towards the South : By Ankur Co-op. Society.

**THE BRIHAN MUMBAI ELECTRIC SUPPLY  
& TRANSPORT UNDERTAKING  
AND  
VIJAY ASSOCIATES (WADHWA)  
CONSTRUCTION PVT. LTD**

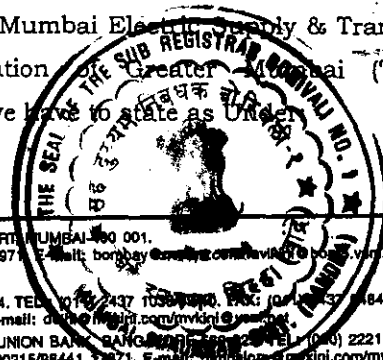
..... LESSOR

..... DEVELOPERS

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Sir,

We have investigated Title of The Brihan Mumbai Electric Supply & Transport Undertaking of the Mumbai Corporation Greater Mumbai ("BEST Undertaking") to the above property and we have to state as Under



**HEAD OFFICE** : SAVLA CHAMBERS, 40, CAWASJI PATEL STREET, FORT, MUMBAI-400 001. TEL: (022) 2281 5883/84/85/2204 8883. FAX: 2204 4971. E-mail: bombay@mvkini.com, mvkini@vsnl.net.in

**BRANCH OFFICES**

**NEW DELHI** : KINI HOUSE, 6/39, JANGPURA-B, NEW DELHI-110 014. TEL: (011) 2610 7437 7058/7060. FAX: (011) 2610 7437 7064. MOBILE: 98111 81811/93128 10090/ 98118 34555. E-mail: delhi@mvkini.com, mvkini@vsnl.net.in

**BANGALORE** : 4, ALEXANDER STREET, RICHMOND TOWN, ABOVE UNION BANK, BANGALORE-560 022. TEL: (080) 2221 1434/5114. 4702. FAX: (080) 2211 3168. MOBILE: 93418 72874/98440 90215/98441 17071. E-mail: bangalore@mvkini.com, mvkini@airtelmail.in

**HYDERABAD** : MADHU KUNJ, 1ST FLOOR, OPP. CITY CIVIL COURT, S. P. ROAD, SECUNDERABAD-500 003. TEL.: (040) 5532 3042. FAX: (040) 2771 7375. MOBILE: 98483 28498/98485 28983/93955 60350. E-mail: hyderabad@mvkini.com, mvkini@stly.com

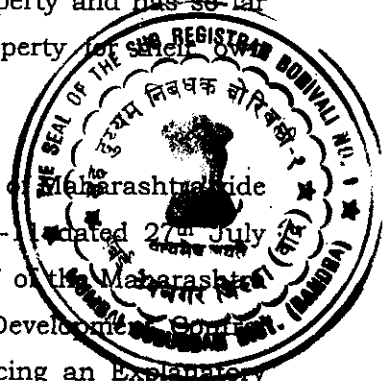
**PUNE** : CHANDRASHEEL APT., 1ST FLOOR, OPP. SURYA HOTEL, OFF. GHOLE ROAD, SHIVAJI NAGAR, PUNE-411 005. TEL: (020) 2551 0871. TELEFAX: (020) 2551 0874. MOBILE: 98230 07801/98220 61319. E-mail: pune@mvkini.com, mvkini@pune@gmail.com

**ALLAHABAD** : F-306, SARASWATI APARTMENT, NEAR A.G. OFFICE CHOURAHA, OPPOSITE Y.M.C.A. SCHOOL, 15-B, SARAJINI NAIDU ROAD, ALLAHABAD (U.P.). TEL.: (0532) 2422199. MOBILE: 98118 24110. E-mail: allahabad@mvkini.com

**CHANDIGARH** : 1004, SECTOR-21B, OPP. NIRANKARI GURUDWARA, CHANDIGARH. TEL.: (0172) 272 0233/270 5857. MOBILE: 98884 81944/98880 81944. E-mail: chandigarh@mvkini.com, chandigarh\_mvkini@yahoo.com


**KOLKATA** : 1A, SAGARDEEP APARTMENT, VIP ROAD, RAGHUNATHPUR, KOLKATA - 700 059. TEL.: (033) 32411280, 25007175. FAX: (033) 25007175. E-mail: dr.ray@rediffmail.com, kolkata@mvkini.com

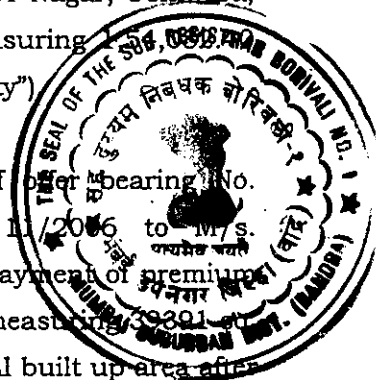
1. The above property forms undivided portion of the Larger Property bearing CTS No. 1 (Part) Survey No. 6 (Part) of Village Goregaon at BEST Nagar, Oshiwara, Goregaon (West) admeasuring 1,54,082.40 sq. mtrs. or thereabouts. ("Larger Property").
2. By Award under Section 11 of the Land Acquisition Act in Acquisition No. LAQ/207 dated 13<sup>th</sup> April, 1973 Survey No. 6 (Part) New CTS No. 1 (Part) of Village Goregaon, Taluka Borivali admeasuring 95,721 sq. mtrs. or thereabouts was acquired for BEST Undertaking by the Special Land Acquisition Officer (7) Bombay & Bombay Suburban District.
3. By Award under Section 11 of the Land Acquisition Act in Acquisition No. LAQ/280 dated 29<sup>th</sup> June 1974 land bearing Survey No. 6 (Part) of Village Goregaon, Taluka Borivali admeasuring 58,361.40 sq. mtrs. or thereabouts was acquired for BEST Undertaking by the Special Land Acquisition Officer (7) Bombay & Bombay Suburban District.
4. The Larger Property is constituted of the said lands referred in Paragraphs 2 and 3 and acquired under the Land Acquisition Act by the BEST Undertaking.
5. BEST Undertaking is owner of the said Larger Property and has so far developed the major area of the said Larger Property for the said business.
6. The Urban Development Department of Government of Maharashtra vide its Notification No. TPB-4395/1472/CR-51/97/UD-1 dated 27<sup>th</sup> July 2006 issued in exercise of powers under Section 37 of the Maharashtra Regional & Town Planning Act, 1966 amending Development Control Regulation No. 9 ("D. C. Regulations") by introducing an Explanatory Note and thereby according its approval to the BEST Undertaking to



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develop its various properties for Specified Purpose coupled with Commercial User to the extent of 30% of the total permissible Built up Area.

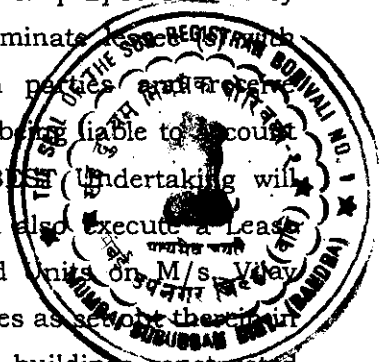
7. Pursuant to the said Notification date 27<sup>th</sup> July, 2006 the BEST Undertaking became entitled to allow development and dispose off 30 % of the total permissible built up area of the Larger Property being the above property for Commercial User under the D. C. Regulations.
8. The BEST Undertaking decided to dispose off the above property being 30% of the Larger Property on Lease for Sixty Years and invited Tenders by Public Advertisements for the purpose of disposing off the same to the successful party.
9. M/s. Vijay Associates (Wadhwa) submitted tender or bid offering a premium at the rate of Rs. 57,000/- per sq. mtrs. and the BEST Undertaking accepted the said offer on 18<sup>th</sup> September 2006, agreeing to grant the lease for a premium at the rate of Rs. 57,000/- per sq. mtrs. of the plot of land being Sub-Divided Plot No. 2A admeasuring 27913.93 sq. mtrs. (containing permissible FSI of 39,291 sq. mtrs.) and alongwith the maximum TDR permissible of the larger property bearing CTS No. 1(Part) Survey No. 6(Part) of Village Goregaon situate at BEST Nagar, Oshiwara, Goregaon (West), Mumbai Suburban District admeasuring 1,39,391 sq. mtrs. (hereinafter referred to as the "above Property")
10. BEST Undertaking issued Letter of Acceptance of Tender bearing No. AGM(C)/Dysuptd/4902-IV/63735/2006 dated 13/11/2006 to M/s. Vijay Associates (Wadhwa) and requested to make payment of premium at the rate of Rs. 57,000/- per sq. mtrs. for area admeasuring 39,291 sq. mtrs. built up area (Subject to measurement of actual built up area after completion of work) i.e. total amount of premium comes to Rs. 



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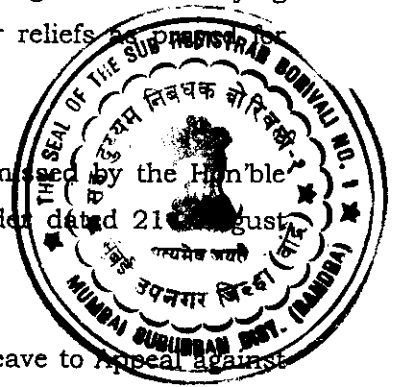
2,23,95,87,000/- (Rupees Two Hundred Twenty Three Crores Ninety Five Lacs Eighty Seven Thousand only) on the terms and conditions contained therein.

11. The said M/s. Vijay Associates (Wadhwa) informed the BEST Undertaking that they have nominated M/s. Vijay Associates (Wadhwa) in respect of the offer made for the above property and you have accepted them.
12. By Agreement for Development dated 18<sup>th</sup> May, 2007 and registered with the Sub Registrar of Assurances at Bandra and made between BEST Undertaking as the Lessor of the One Part and M/s. Vijay Associates (Wadhwa) as the Developer of the Other Part, in consideration of their having paid Refundable Premium for 38,653 sq. mtrs. amounting to sum of Rs. 2,20,32,21,000/- to the BEST Undertaking as non-refundable Premium and in consideration of covenants and agreements on their part to be observed and/or performed M/s. Vijay Associates (Wadhwa) are authorized and permitted by the BEST Undertaking to enter upon the above property having permissible FSI on 38,653 sq. mtrs. with right to utilize full potential of Transferable Development Rights of the Larger Property for carrying out development on the above property by Constructing Building/s for residential or commercial purposes and they will be entitled to have a one time right to nominate in respect to the constructed premises to third parties in consideration and appropriate the same without being liable to account for the same to the BEST Undertaking and BEST Undertaking will execute Lease Deed with such Lessees and will also execute a Lease Deed after their leasing 70% of the constructed units on M/s. Vijay Association (Wadhwa) forming Society of all Lessees as set out therein in favour of such Society of the above property and buildings constructed thereon as set out therein.



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13. BEST Undertaking also executed Power of Attorney dated 18<sup>th</sup> May 2007 registered with the Sub Registrar of Assurances at Bandra under Serial No.4001 of 2007 authorising M/s. Vijay Associates (Wadhwa) and other to do various acts for and on behalf of BEST Undertaking in respect of the above property as set out therein.
14. The BEST Workers Union filed Writ Petition No.2296 of 2007 in the High Court of Judicature at Bombay for declaration that Notification dated 27<sup>th</sup> July 2006 is illegal, bad-in-law and to strike down or quash and set aside the same and for quashing and/or setting aside decision of General Manager of the BEST Undertaking for allotting the above property to M/s. Vijay Associates (Wadhwa) for development and to grant lease of the above property for 60 years and for further period to their nominees and to quash and set aside the Resolution dated 06<sup>th</sup> November 2006, of the BEST Undertaking and for calling for the said Agreement of for Development dated 18<sup>th</sup> May 2007 in their favour and after going into the legality thereof to quash and/or set aside the same and to quash and/or set aside the IOD dated 14<sup>th</sup> July 2007 granted by Municipal Corporation of Greater Mumbai and Municipal Commissioner in favour of M/s. Vijay Associates (Wadhwa) and all sanctions / permission granted for carrying out construction on the above plot and for other reliefs therein.
15. The said Writ Petition NO.2296 of 2007 was dismissed by the Hon'ble High Court of Bombay by its Judgment and Order dated 21<sup>st</sup> August 2008.
16. The said BEST Workers Union has filed Special Leave to Appeal against the Judgment and Order dated 21<sup>st</sup> August 2008 being Special Leave Petition (Civil) No.23447 of 2008 and the same is pending admission before the Hon'ble Supreme Court.



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**M.V. KINI & CO.**  
VILE PARLE



17. Subject to M/s. Vijay Association (Wadhwa) rights under the said Agreement for Development dated 18<sup>th</sup> May 2007 and subject to what has been stated aforesaid, we certify that the Title of BEST Undertaking to the above property is clear and marketable and free from encumbrances.

DATED THIS 7<sup>th</sup> DAY OF November 2008.

Yours truly

FOR M. V. KINI & CO.,

ADVOCATES & SOLICITORS



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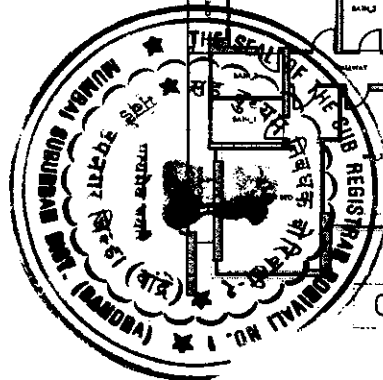
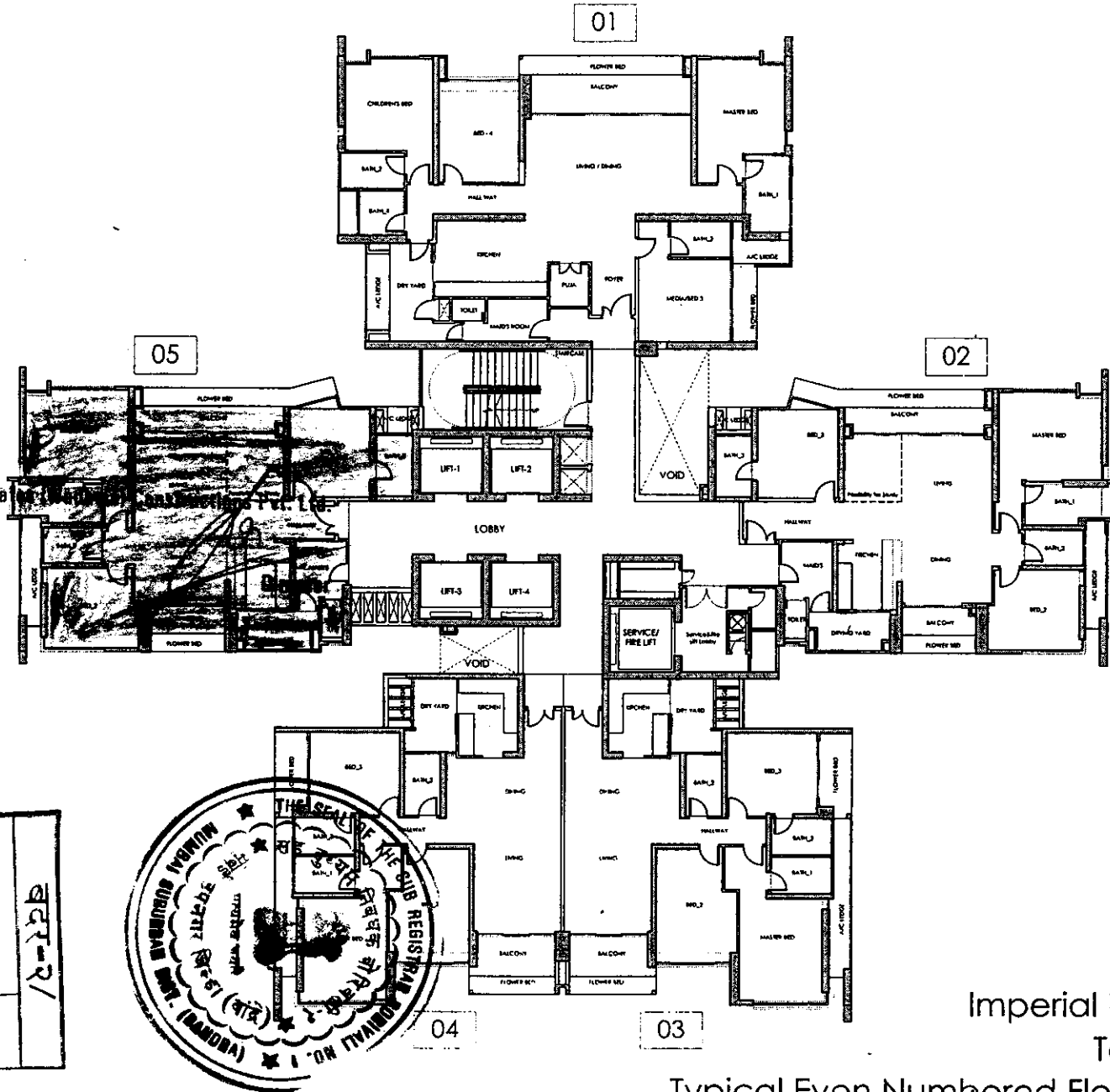
TOWER-B  
 FLATNO- 605

For Vijay Associates

*Joshin*

*Chellani*

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			2/27



Imperial Heights  
 Tower B

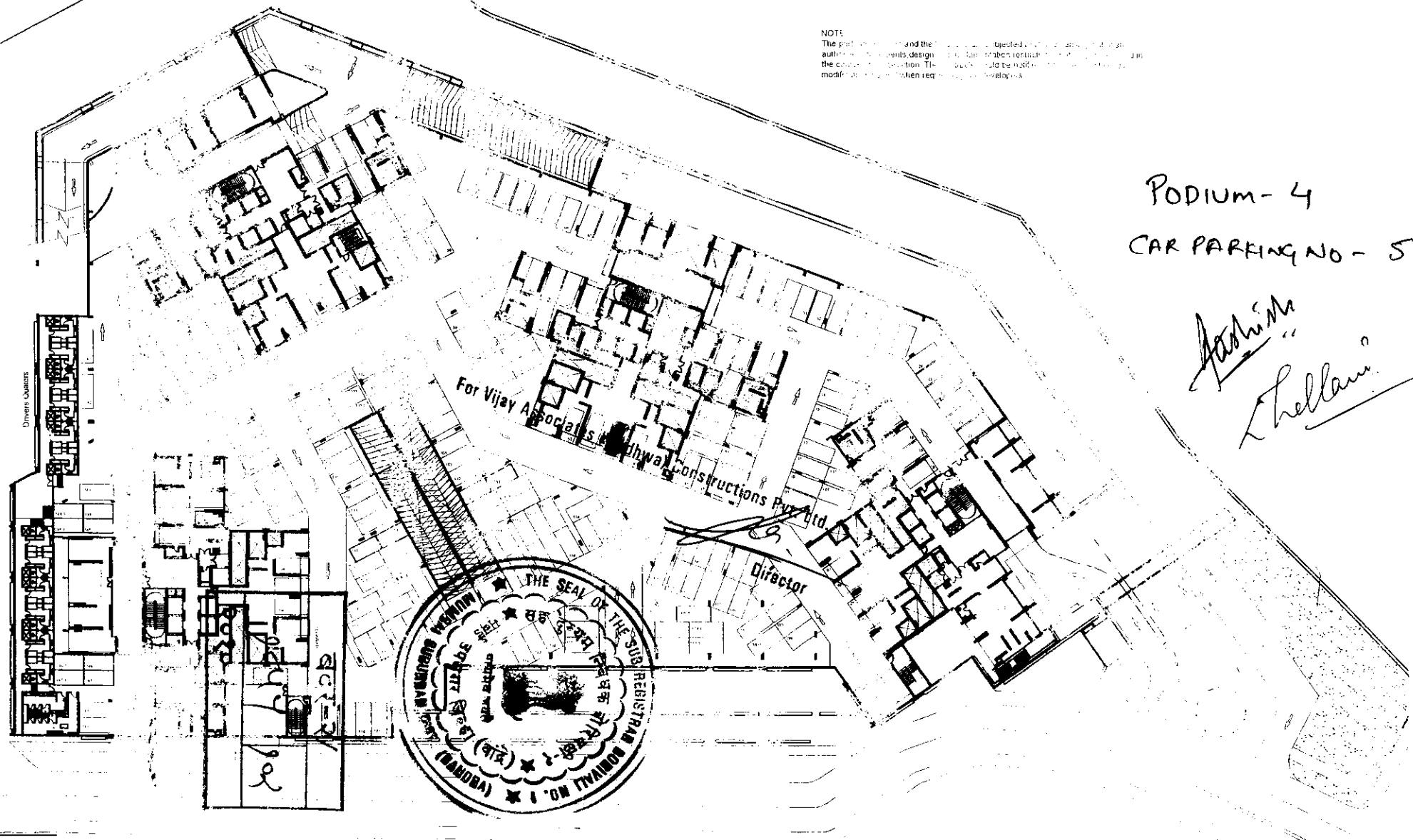
Typical Even Numbered Floor plan

Scale: 1:1000

NOTE:  
 The plan is prepared and the construction is to be carried out in accordance with the approved design and specifications. The contractor is to be responsible for the construction. The modifications are to be made as per the requirements.

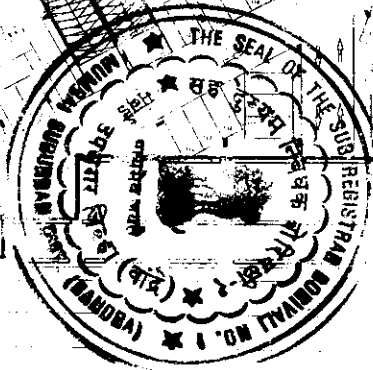
PODIUM-4  
 CAR PARKING NO- 50

*Adhish*  
*Chellani*



For Vijay Associates  
 Adhwa Constructions Pvt. Ltd.

Director



## ANNEXURE "G"

### Imperial Heights

Oshiwara, Mumbai

#### Specifications applicable to Typical Unit Types A, B1, B2a, B2b, C1 & C2

##### 1. Foundation :

Cast in place concrete bored piles with pile caps.

##### 2. Superstructure:

Reinforced concrete structure manufactured from Portland cement complying with IS: 456 and steel reinforcement bar complying with IS: 800.

##### 3. Walls:

- (a) External: reinforced concrete / pre-cast concrete blocks
- (b) Internal: pre-cast concrete blocks / Siporex blocks

##### 4. Roof :

Reinforced concrete flat roof with appropriate insulation and waterproofing as per best industry practices.

##### 5. Ceiling:

Premix skim coat with emulsion paint. Calcium silicate box-up/lower ceiling (to conceal the air-conditioning/electrical or plumbing services for areas where applicable).

##### 6. Finishes:

###### (a) Wall:

- (i) Living / Dining/Bedroom/ Family/ Hallway or Corridor to Bedrooms:  
Skim coat for RCC walls / Cement and sand plaster for non-RCC walls with emulsion paint
- (ii) Master Bathroom:  
Natural polished Italian marble / Vitrified tiles clad on exposed surfaces only.
- (iii) Bathroom 1- 4: Vitrified/Ceramic tiles on exposed surfaces only.
- (iv) W.C.: Ceramic tiles
- (v) Kitchen: Skim coat for RCC walls / Cement and sand plaster for non-RCC walls with emulsion paint.
- (vi) Drying balcony/Yard: Cement and sand plaster with emulsion paint



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(vii) Balcony/Flower beds: Laminated safety glass / Powder-coated Metal / aluminum railing with stainless steel handrail.

**(b) Wall – Common Areas :**

(i) Lift Lobby – Level\_P1 (All lobbies), Level\_P3 (Tower B), Level\_P4 (Tower C) and Level\_1 (Tower D) : Polished granite

(ii) Lift Lobby – Level\_P2-P4: Homogeneous/ceramic tiles.

(iii) Staircases and corridors: Cement and sand plaster with emulsion paint.

(iv) External Wall: Skim Coat with sprayed texture/paint finish.

**(c ) Floor – Apartments:**

(I ) Living / Dining / Bedrooms / Family rooms / Kitchen : Natural polished Italian marble / Vitrified tiles with similar skirting.

(II) Common bedroom (without attached toilet): Laminated timber strips with similar skirting.

(III) Hallway / Corridor to Bedroom: Natural Polished Italian marble with similar skirting.

(IV) Master Bathroom: Natural polished Italian marble.

(V) Common Bathroom: Vitrified / Ceramic tiles for apartment.

(VI) Drying balcony / Yard / W.C : Ceramic / Vitrified tiles.

(VII) Balcony (for apartments): Anti skid tiles.

(VIII) Terrace (for apartments at Level\_1): Vitrified / Anti skid tiles.

**(d ) Floor – Common Areas :**

(I) Lift Lobby - Level\_P1 (All lobbies), Level\_P3 (Tower B), Level\_P4 (Tower C) and Level\_1 (Tower D) : Polished granite

(II) Staircase: Cement and sand screed.

(III) External Floor Finish: Selected paving stone

(IV) Pool Deck/Jogging track: As per design



*Important note: Marble, granite and limestone are natural stone materials containing veins with tonality differences. There will be colour and marking caused by their complex mineral composition and incorporated impurities. While such materials can be pre - selected before installation this non / conformity cannot be*

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totally avoided. Granite tiles are per-polished before laying and care will be taken for their installation. However, being a much harder material than marble, granite cannot be re-polished after installation; hence some differences can be felt at the joint.

## 7. Window System:

(a) All windows/curtain walls shall be as per architectural design in powder coated aluminium and conforming to prevailing building codes. Glass for all windows shall be clear float glass.

(b) All glazing up 900mm from floor level shall be tempered / laminated glass to comply with safety regulations. All operable panels in windows shall have aluminium grills and mosquito-screens integrated in window design.

(c) All windows for bathrooms / powder rooms/ W.C. at Level\_1 are powder-coated aluminum frames with tinted frosted glass.

## 8. Doors:

(a) Main & Secondary Entrance : ½ hour fire rated flush timber door.

(b) Bedroom / Bathroom/ Powder room : Hollow core timber flush door.

(c) Kitchen to Drying balcony: Powder coated aluminium glazed door

(d) Maid's room to Drying balcony: Hollow core timber flush door with louver provision in flush door.

(e) Living to Balcony: Powder coated aluminum sliding doors with integrated mosquito mesh sliders

(f) Ironmongery: Ironmongery shall be of good quality locksets and hardware for all doors.

## 9. Sanitary Fittings & Fixtures

(a) Master bathroom :

a. Marble / granite vanity top with 1 over/under counter basin and mixer tap

b. 1 sunken Glass shower screen with shower mixer for unit Type\_B2a & B2b and Type\_C

c. 1 Glass shower screen with shower mixer for master bathroom B1 units

d. 1 wall hung water closet with concealed flushing cistern

e. 1 Jet Spray for water closet

f. 1 towel rail

g. 1 toilet roll holder

h. 1 mirror

(b) Other bathrooms :

a. 1 marble / granite semi vanity top with 1 under – counter basin mixer tap.

b. 1 Glass shower screen with shower mixer and corner soap/ sponge holder



बदर-२/	
१५५	१०५
२०१०	

- c. 1 wall hung water closet with concealed flushing cistern
- d. 1 Jet Spray for water closet
- e. 1 towel rail
- f. 1 toilet roll holder
- g. 1 mirror

(c) W.C :

- a. 1 wall hung water closet with exposed cistern
- b. 1 Health faucet for water closet
- c. 1 wash basin with tap
- d. 1 shower set

(d) Drying balcony for all apartments & Terraces for Level\_1 units:

- a. Bib Tap for washing machine

#### 10. Electrical Installation:

a. Concealed wiring in apartments. Electrical wiring to be above false ceiling/box ups in applicable areas.

b. Ample lighting and power points provided. Refer to electrical schedule for details.

11. TV / Telephone: Refer to Electrical schedule for details.

12. Lightning Protection: In compliance with prevailing NBC standards

#### 13. Painting:

(a) Internal walls for apartments: Emulsion Paint.

(b) External walls: Emulsion paint / Spray textured coating.

14. **Waterproofing:** Water proofing to basement floor / wall, landscaped deck, water features and swimming pool above parking, floors of bathrooms, W.C., Kitchen, Drying yard, balcony Flowerbed boxes and RC flat roof.

15. **Driveway and Carpark:** Reinforced Concrete Floor with hardener podium car parking/ driveways. Suitable pavers to entrance driveways.

#### 16. Recreational Facilities:

*Common Clubhouse*

- (a) Multi-purpose hall
- (b) Gymnasium room
- (c) Rooftop landscaped terrace

(d) Swimming pool with Jacuzzi jets along the one side of the pool



बदर-२/	
१५५	१०६
२०१०	

- (e) Children's wading pool with bubbler jets play feature.
- (f) Interactive pools featuring a series of water jets.
- (g) Separate male & female changing rooms with shower & locker facilities.
- (h) Amphitheatre
- (i) Tennis court with night illumination
- (j) Children Playground with play features
- (k) Floating pavilion / Natural pond water feature
- (l) Reflexology paths / Meeting corners
- (m) Jogging path

Sky Club (in each tower at Level 35 & 36)

- (a) Gym / fitness centre
- (b) Sauna
- (c) Internal multi-purpose games room
- (d) Library / Reading Room
- (e) Yoga room
- (f) Sky terrace/Viewing deck

**17. Additional Items:**

- (a) Provision for Air- conditioning : Exposed wall mounted split units to Living / Dining, all bedrooms
- (b) Electric storage water heater: Hot water provision to all bathrooms
- (c) Cooking gas: Piped gas supply to Kitchen with supply from developer appointed vendor (as per availability).
- (d) Video enabled security system for entrance doors to apartments
- (e) Audio Intercom provided to all apartments, penthouses and Lift Lobbies from and to Guard house.
- (f) Door / window alarm System for Level\_1 apartments.
- (g) Cable TV: Provision of cable TV and outlet only for future cablevision service.

Note: Purchaser is liable to pay annual fee, subscription fee and such other fees to the cable TV service provider or any other relevant authority. Developer is not responsible to make arrangements with such operators for the installation of system.



बदर-२/	
२५५	१००
२०१०	



(नमुना "इ")  
From "E"



विवाह नोंदणीचे प्रमाणपत्र

Certificate of Registration of Marriage

पहा कलम ६(१)(इ) आणि नियम ५।  
[See Section 6(1) (c) and Rule 5]

प्राप्तिपत्र अन्वयेत नोंदणी केलेली, (पत्नीचे नांव)

choubey Aashish muktinath

Certificate that, the marriage between ..... (Name of Husband)

सहणार ..... आणि पत्नीचे नांव .....  
residing at ..... Mumbai ..... and ..... chellani megha suresh kumar  
(Name of wife)

सहणार ..... यांचा विवाह दिनांक ..... रोजी ..... (ठिकाणी)  
residing at ..... Amravati ..... Solemnized on 28/11/2009 at ..... Amravati ..... (Place) is

प्रमाण विवाह प्रमाणपत्र झाला. त्याची महाराष्ट्र विवाह मंडळाचे विनियमन आणि विवाह नोंदणी विधेयक, १९९८ अन्वये ठेवण्यात आलेल्या

Registered by me on ..... 1 ..... at Serial No. 191 of volume 2011/09 of register of marriages Maintained

नोंदवहीच्या खंड क्रमांक ..... च्या अनुक्रमांक ..... वर दिनांक ..... रोजी नोंदणी

under the Maharashtra Regulation of Marriage Bureaus and register of Marriages Act

करण्यात आली आहे.



Signature

Marriage Registrar  
Zone No. 1

Municipal Corporation, Amravati



ठिकाण  
Place: Amravati

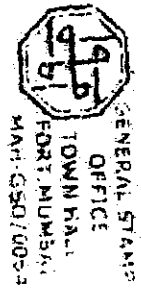
दिनांक  
Date: 20/11/2009

बदर-२१	
१५५	१०८
२०१०	



बदर-२/ १५७ १०९

१.०१/४२



ONE HUNDRED ONLY

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME :  
 SANJAY CHHABRIA of Mumbai, Indian Inhabitant, having my  
 Office at Vasu Kamal, 425/A, 14th Road, Bandra (West),  
 MUMBAI -400 050. SEND GREETINGS :

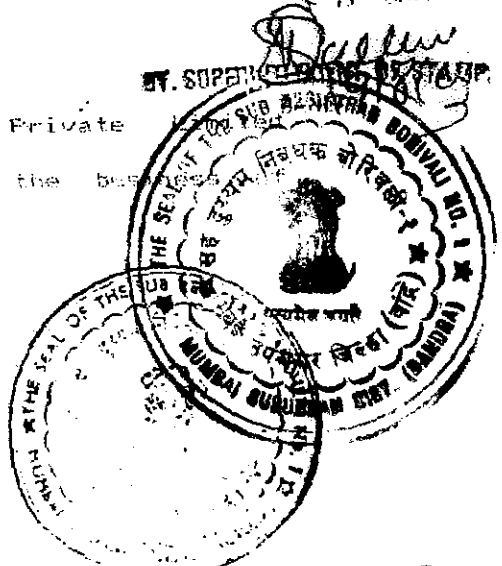
WHEREAS :

(a) I am a Director/Partner of Private Companies, all mainly carrying on the business of development of immovable property.

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*



बदर-२/  
 १५७ १०९  
 २०१०

4603 ✓  
2002

(b) In the course of my business, I as such Director/Partner and also in my personal capacity, execute several deeds and documents including Agreements and Flat Holder's Agreements which are required to be compulsorily registered under the provisions of the applicable laws.

(c) I may not be available in Mumbai to attend the Office of the Sub-Registrar to admit execution of such deeds and/or documents and to enable such documents to be duly registered. I am desirous of appointing MR. TUSHAR H. GANDHI & MR. HARISH I. GANDHI, residing at A/302, "RADHA APARTMENTS", Mahavir Nagar, Borsapada Road, Kandivali (West), MUMBAI - 400 067, to be my true and lawful Attorneys to represent me for the purpose hereunder set out.

NOW KNOW YE AND THESE PRESENTS WITNESS that I, SANJAY CHHABRIA ~~Sanjay Chhabria~~ do hereby nominate, constitute and appoint MR. TUSHAR H. GANDHI & MR. HARISH I. GANDHI to be my true and lawful Attorneys for me, in my name and on my behalf to do the undermentioned acts, matters and things.

1. To present for registration and necessary, to admit execution before the Sub-Registrar of Assurances at Mumbai and/or at Bandra and/or at other places as may be required the deeds and documents which I have or which I may hereafter execute.

2. To identify my signature.

Handwritten mark resembling the letter 'B'.

Handwritten signature of Sanjay Chhabria.



बदर-२/  
१८५५ ११०  
२०१०

५६६३	
७	
२००३	

: 3 :

3. To do all other acts, matters and things, as may from time to time be required under the provisions of the Indian Registration Act, 1908 for the due registration of such deeds and documents.

AND GENERALLY TO DO ALL other acts, matters and things as may from time to time be required, in compliance with the law for the due registration of such deeds and documents as has already been executed, or which may hereafter be executed by me and/or on my behalf

IN WITNESS WHEREOF I have hereunto set my hands at Mumbai on this 19<sup>th</sup> day of August, 2005.

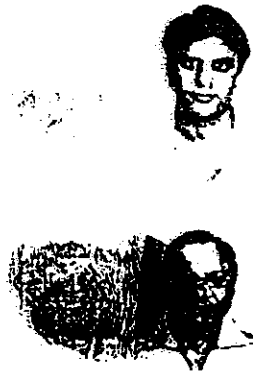


SIGNED, SEALED & DELIVERED )  
 by the withinnamed )  
 MR. SANJAY CHHABRIA )  
 in the presence of ..... )

*Handwritten signature/initials*

*Handwritten signature: Gandhi*

1. (MR. TUSHAR H. GANDHI)



*Handwritten signature: Gandhi H.S.*

2. (MR. HARISH I. SANDHI)

Specimen signatures of  
 Constituted Attorneys

(MR. SANJAY CHHABRIA)



बदर-२/	
१५५	१११
२०१०	

26/08/2003 दुष्कर्म निबंधकः  
5:25:14 pm अंधेरी 1 (बादा)

दस्त गोषवारी भाग-1

बदर  
दस्त क्र 5773/2003

दस्त क्रमांक : 5773/2003

दस्तावेज प्रकार : मुखत्यारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

अंगठ्याच्या ठिका

1.  **पक्षकाराचे नाव व पत्ता**  
 नाव: **सविता**  
 पत्ता: **पट/प्लॉट नं. 302 ए**  
**फावली/रस्ता:**  
**दुष्कर्मशील नाव:** **सत्युषमल**  
**दुष्कर्म नं.:**  
**पट/प्लॉट नं.:**  
**पट/प्लॉट/वादा (व):**  
**ता.नु.का:**  
**दिना: 50**

लिहून देणार

वय 33

सही



2.  **पक्षकाराचे नाव व पत्ता**  
 नाव: **सविता**  
 पत्ता: **पट/प्लॉट नं. 302 ए**  
**फावली/रस्ता:**  
**दुष्कर्मशील नाव:** **सत्युषमल**  
**दुष्कर्म नं.:**  
**पट/प्लॉट नं.:**  
**पट/प्लॉट/वादा (व):**  
**ता.नु.का:**  
**दिना: 67**

लिहून देणार

वय 23

सही



3.  **पक्षकाराचे नाव व पत्ता**  
 नाव: **सविता**  
 पत्ता: **पट/प्लॉट नं. परीक्षप्रमाणे**  
**फावली/रस्ता:**  
**दुष्कर्मशील नाव:**  
**दुष्कर्म नं.:**  
**पट/प्लॉट नं.:**  
**पट/प्लॉट/वादा (व):**  
**ता.नु.का:**  
**दिना:**

लिहून देणार

वय 52

सही



बदर  
4603  
2003



बदर-२/  
१८५५ १९५  
२०१०

बदर क्र. [बदर-5773-2003] या गोबारा  
यानार मूल्य : गोबदला 0 बदलते मुद्रांक शुल्क : 100

गोबती क्र. 5786 दिनांक 28/08/2003  
गोबतीचे वर्णन  
संदर्भ क्रमांक 5783

बदल होतार केत्याचा दिनांक : 28/08/2003 05:22 PM  
निष्पादनार्थ दिनांक : 19/08/2003  
बदल होतार करणा-याची सही :

100 गोबतीची की  
100 मुद्रांक (म. 5773), मुद्रांक-यामुळे बदल  
(म. 11(2))  
मुद्रांक (म. 12) चें उपाधिके शुल्क (म. 11) चें  
एवढेचिल्ली  
300 मुद्रांकची की  
बदर: 5783

बदलणे प्रकार : (48) मुख्यारनाम  
शुक्रवाळ क्र. 1 ची वेळ : (सादरीकरण) 28/08/2003 05:22 PM  
शुक्रवाळ क्र. 2 ची वेळ : (की) 28/08/2003 05:24 PM  
शुक्रवाळ क्र. 3 ची वेळ : (कमुली) 28/08/2003 05:25 PM  
को. 5786 28/8/03

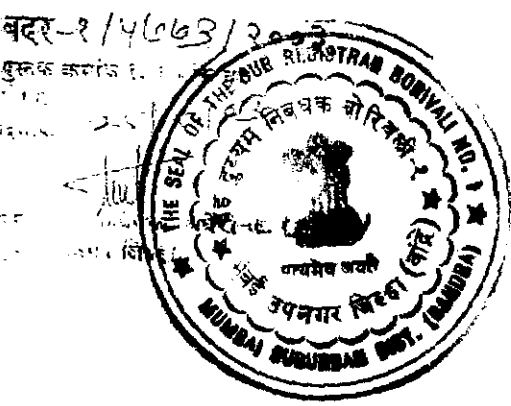
आदेश :  
खाहीत द्दाम करी निवेदोत करतात की, ते दस्तऐवज करण देण्याराना यकणीत जांल्ल्यातार विचकाणी सही (म. 11 (अ))  
व त्याची संकल्प घटवितात.

सोनी थिराणी, पं.पं. नं. 425 ए  
गोबती/रस्ता :  
देवराणीचे गाव. गावसुत्रमल  
देवराणीचे गाव.  
गोबती/रस्ता :  
शहर/गाव:वांदा (म)  
वालुम्बत :  
दिनांक :  
या गोबतीत शिदो, पं.पं. नं. करील्ल्याणे  
गोबती/रस्ता :  
देवराणीचे गाव.  
देवराणीचे गाव.  
देवराणीचे गाव.  
गोबती/रस्ता :  
वालुम्बत :  
दिनांक :

बदर-१/  
4663/५  
२००३

सु. निवकाणी सही  
मो. 11 (अ)

बदल घेते की, या  
मुद्रांक 5786 घेते आहेत.  
  
मुद्रांक क्र. 5786 घेते आहेत.



बदर-२/  
9094 993  
२०१०

## घोषणापत्र

मी श्री तुषार गांधी याद्वारे घोषित करतो की, दुय्यम  
निबंधक बोरीवली - १ यांचे कार्यालयात ५२/२६५ या शिर्षकाचा दस्त  
नोंदणीसाठी सादर करण्यात आला आहे. श्री राजय छात्रीया व इ. यांनी  
दि. १९-८-०३ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सादर दस्त नोंदणीस  
सादर केला आहे / निष्पादीत करून कबुलीजबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार  
यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही  
मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही.  
सादरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे.  
सादरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस  
मी पात्र राहिन याची मला जाणीव आहे.

दिनांक :- 23/2/10

राजय छात्रीया  
23/2/10  
कुलमुखत्यारपत्रधारकाचे नाव  
व सही



बदर-२/	
१८५५	११४
२०१०	

*Thembre Papule*

FORM 6  
[See Rule 16(1)]

Driving Licence

Size: *H-02-2002*

Vehicle No: *1029*

Name: *Mr. S. S. Sahay*

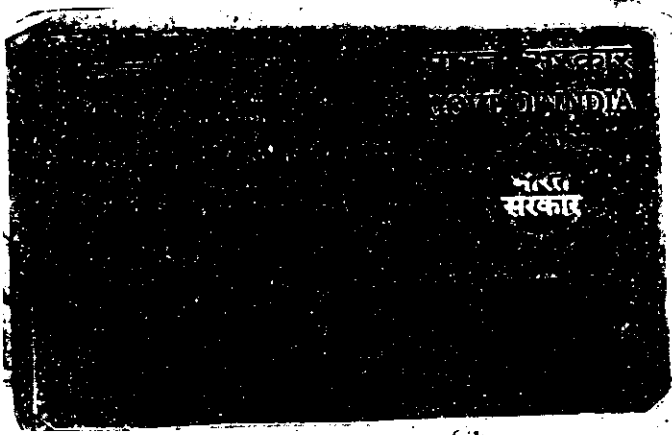
Address: *...*

Relationship: *son/wife/daughter of*

*Mr. S. S. Sahay*

*Mr. S. S. Sahay*

Name to be written across the photograph



बंदर-२/	
१८५५	१५५
२०१०	

23/02/2010

दुय्यम निबंधक:

दस्त गोषवारा भाग-1

बदर2

दस्त क्र 1855/2010

5:31:38 pm

बोरीवली 1 (मालाड)

दस्त क्रमांक : 1855/2010

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1

नाव: आशिष कुमार - -

पत्ता: घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: ए 404 जेरोम अपार्ट , सुंदर नगर , कलिना , सांताक्रूझ पू मुं 98

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -

पॅन

लिहून घेणार

वय 25

सही

*Ashish*

2

नाव: मेघा आशिष कुमार उर्फ मेघा छेलानी

पत्ता: घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: वरीलप्रमाणे

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -

पॅन नम्बर: AHKPC1733B

लिहून घेणार

वय 24

सही

*Megha*

3

नाव: विजय असो. (वाघवा) कन्स्ट्र प्रा लि चे संचालक

संजय छात्रिया तर्फे मुखत्यार तुषार गांधी

पत्ता: घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: 425 ए, वासुकमल , चौदावा रस्ता, बांद्रा

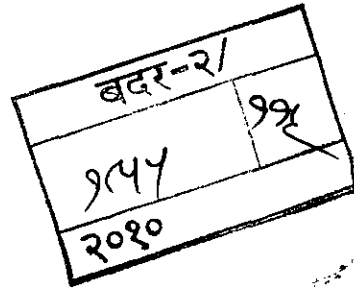
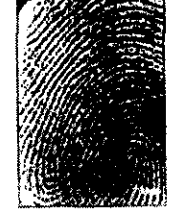
प मुं 50

ईमार

लिहून देणार

वय 30

सही

*Vijay*



दस्त क्र. [वदर2-1855-2010] चा गोषवारा  
बाजार मुल्य :5976500 मोबदला 19९98000 भरलेले मुद्रांक शुल्क : 962880

पावती क्र.:1856 दिनांक:23/02/2010  
पावतीचे वर्णन  
नांव: आशिष कुमार - -

दस्त हजर केल्याचा दिनांक :23/02/2010 05:24 PM  
निष्पादनाचा दिनांक : 17/02/2010  
दस्त हजर करणा-याची सही :

*Ashish*

30000 : नोंदणी फी  
2340 : नक्कल (अ. 11(1)), पृष्ठांकनाची  
नक्कल (आ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

दस्ताचा प्रकार :25) करारनामा  
शिकका क्र. 1 ची वेळ : (सादरीकरण) 23/02/2010 05:24 PM  
शिकका क्र. 2 ची वेळ : (फी) 23/02/2010 05:30 PM  
शिकका क्र. 3 ची वेळ : (कबुली) 23/02/2010 05:31 PM  
शिकका क्र. 4 ची वेळ : (ओळख) 23/02/2010 05:31 PM

32340: एकूण

दस्त नोंद केल्याचा दिनांक : 23/02/2010 05:31 PM

**सह दुय्यम निबंधक बोरीवली-१  
मुंबई उपनगर जिल्हा.**

ओळख :  
खालील इसम असे निवेदीत करतात की, वे दस्तपेवज करून देण-याचा व्यक्तीशः ओळखतात  
व त्यांची ओळख पटवितात.

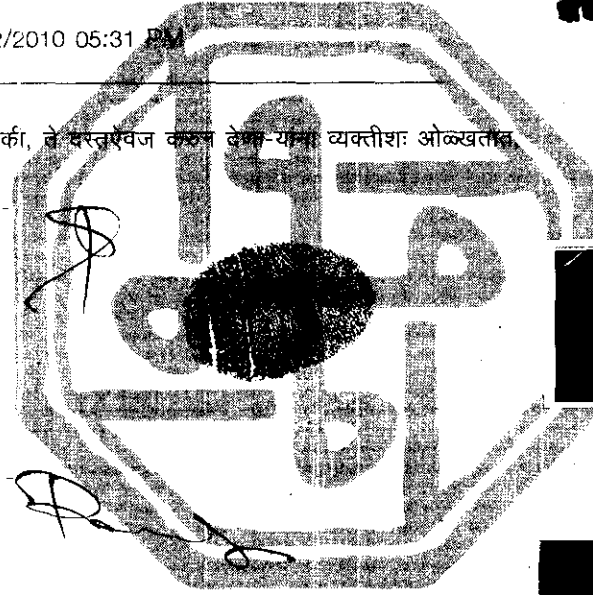
1) सोमनाथ परब- - , घर/फ्लॅट नं.:

गल्ली/रस्ता: -  
ईमारतीचे नाव: राधा महावीर

ईमारत नं: -  
पेट/वसाहत: -  
शहर/गाव: कांदीवली  
तालुका: -  
पिन: -

2) रामसहाय मल- - , घर/फ्लॅट नं.:

गल्ली/रस्ता: -  
ईमारतीचे नाव: वरीलप्रमाणे  
ईमारत नं: -  
पेट/वसाहत: -  
शहर/गाव:-  
तालुका: -  
पिन: -



वदर-२/	
१८५५	११७०
२०१०	

प्रमाणित करणेत येते की, या  
दस्तामध्ये एकूण...२१५०...पाने आहेत.

सह दुय्यम निबंधक, बोरीवली क्र. १  
मुंबई उपनगर जिल्हा

*mbaw*  
सह दुय्यम निबंधक बोरीवली-१,  
बोरीवली (मुंबई उपनगर जिल्हा).



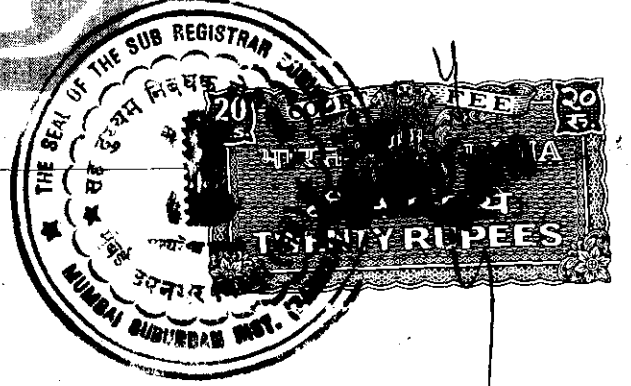
वदर.....२/ १८५५ /२०१०  
पुस्तक क्रमांक १, क्रमांक.....वर  
नोंदला.  
दिनांक : २३/०२/१०  
*mbaw*

सह दुय्यम निबंधक, बोरीवली क्र. १  
मुंबई उपनगर जिल्हा



## गावाचे नाव : गोरेगांव

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणा देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 19,598,000.00  
बा.भा. रु. 5,976,500.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 1/पा/1ए/1ए वर्णन: सदनिका नं 05 सहावा मजला , टॉवर बी , पोडीयम 4 मध्ये पार्कींग स्पेस नं 50 , इम्पेरीअल हाईट्स, ओशिवरा , गोरेगाव प मुं 62
- (3) क्षेत्रफळ (1) 155.01 चौ मी बिल्टअप
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) विजय असो (ग्रामवा) कंन्ट्र प्रा लि चे संचालक संजय छाब्रिया तर्फे मुखत्यार तुषार गांधी - ; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: 425 ए, वासुकमल , चौदावा रस्ता, बांद्रा प मुं 59, ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AACCV3657P
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) आशिष कुमार ; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: ए 404 जेरोम अपार्ट , सुंदर नगर , कलिंग साताक्रुझी प मुं 98; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: ATIPK2009F.  
(2) मेघा आशिष कुमार तर्फे मेघा सचानी ; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: वरीलप्रमाणे; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: ANKRC1733B.
- (7) दिनांक करून दिव्याचा 17/02/2010
- (8) नोंदणीचा 23/02/2010
- (9) अनुक्रमांक, खंड व पृष्ठ 1855 /2010
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 962500.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेरा.



23/2/10  
सह. दुय्यम निबंधक. बोरीवली,  
मुंबई उपनगर जिल्हा.

DATED THIS 17 DAY OF FEB 2010

**VIJAY ASSOCIATES (WADHWA)  
CONSTRUCTIONS PRIVATE LIMITED**

... the Promoter

AND

MR AAHISH KUMAR  
MS MEGHA CHELLANI

... the Flat Allottee/s

**ARTICLES OF AGREEMENT**

Flat No. 05 on B-06<sup>th</sup> Floor of the  
building "IMPERIAL HEIGHTS" situate at Oshiwara,  
Goregaon (West), Mumbai 400 062.

**LAW POINT**

Advocates & Solicitors  
43, Bombay Mutual Chambers,  
19/21, Ambalal Doshi Marg,  
Fort, Mumbai 400 023.

\*\*\*\*\*  
DATED THIS 17<sup>th</sup> DAY OF FEB 2010  
\*\*\*\*\*

**VIJAY ASSOCIATES (WADHWA)  
CONSTRUCTIONS PRIVATE LIMITED**

... the Promoter

AND

MR. AAHISH KUMAR  
MS. MEGHA CHELANI

... the Flat Allottee/s

\*\*\*\*\*  
**ARTICLES OF AGREEMENT**  
\*\*\*\*\*

Flat No. 65 on B - 06<sup>th</sup> Floor of the  
building "IMPERIAL HEIGHTS" situate at Oshiwara,  
Goregaon (West), Mumbai 400 062.

**LAW POINT**

Advocates & Solicitors  
43, Bombay Mutual Chambers,  
19/21, Ambalal Doshi Marg,  
Fort, Mumbai 400 023.

1:42  
24/2/2010.