



दुयम निबंधक: अंश 3 (अंशेरी)

दस्तावेज क्रमांक व वर्ष: 10899/2011

Date: December 14, 2011

11-11-11

सूची क्र. दोन INDEX NO. II

गावाचे नाव : ओशिवरा

- (1) विलेखाचा प्रकार, मोबदलाचे स्वरूप करारनामा व वाजारभाव (भाडेपट्टे जाग्या) वागतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 50,000,000.00
वा.मा. रु. 18,949,163.00
- (2) भू-मापन, फोटोहिस्ता व घरक्रमांक (असल्यास) (1) सिटिएस क्र. 1/पाटे वर्णन सदनिका न 402, 4 था माळा, शिखर आशिवरा प.मुं 102 --- 1 ओपन कारपार्किंग व 1 स्टॅक कारपार्किंग सहीत क्षेत्र 23.45 कमी वायी
- (3) क्षेत्रफळ (1) 235.20 चौमी गंभीर
- (4) आकारणी किंवा जुडी देण्यात असत तेंव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मं. ऑर्गिटे वेंचर्स डेव्ह. चे भागीदार राजेन व्ही धुव तर्फे मुखत्यार नाम्द्र अग्निहोत्री घर/प्लॉट नं. धिरज प्लाझा, हिल रोड वांद्रा प.मुं 50 AABFO6307R, गल्ली/रस्ता : इमारतीचे नाव : : इमारत नं. : : पेट/वसाहत : : शहर/गाव : : तालुका : : पिन : : पैन नम्बर : :
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, गादीचे नाव व संपूर्ण पत्ता (1) मिनाक्षी आर शर्मा तर्फे मुखत्यार राजकुमार शर्मा व हे स्वतः करीत प.मुं 801 . 8 था माळा, वास्तू पाली विल्डींग एरियल व्ही सी एच एस प्रवा क्रिदा व्यूटो पार्सर पाली हिल वांद्रा प.मुं 50 ; गल्ली/रस्ता : : इमारतीचे नाव : : इमारत नं. : : पेट/वसाहत : : शहर/गाव : : तालुका : : पिन : : पैन नम्बर : ANIPSC064N.
- (7) दिनांक करून दिल्याचा 14/12/2011
- (8) नोंदणीचा 15/12/2011
- (9) अनुक्रमांक, खंड व पृष्ठ 10899 /2011
- (10) वाजारभावाप्रमाणे मुद्रांक शुल्क रु 2462600.00
- (11) वाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शरा



सरी प्रत

सह. दुयम निबंधक अंशेरी-३,
दुयम. पनगर जिल्हा.

REGISTRAR ANDIERI

Thursday, December 15, 2011

4:16:53 PM

Original

नं. पत्ती 39 म.

Page 39 M

पावती



नाम ओशिवरा

पावती क्र. : 10918

दिनांक 15/12/2011

क्रेता/वजाचा अनुक्रमांक

वदरश - 10899 - 2011

क्रेता/वजाचा प्रकार

करारनामा

सादर करणाराचे नाव: मिनाक्षी आर शर्मा तर्फे मुखत्यार राजकुमार शर्मा य हे स्वतः करीता

नोंदणी फी	:-	30000.00
नक्कल (अ. 11(1)), पुढांकनाची नक्कल (अ. 11(2)), रजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (85)	:-	1700.00
एकूण रु.		31700.00

आपणास हा दस्त अंदाजे 4:31PM हा वेळेस मिळेल

दुय्यम निवधक
अंधेरी 3 (अंधेरी)

वाजार मूल्य: 18949163 रु. मोगदला: 50000000रु.

भरलेले मुद्रांक शुल्क: 2482600 रु.

देयकाचा प्रकार : डीडी/धनाकर्पाद्वारे:

बँकेचे नाव व पत्ता: आय डी वी आय बँक रु.

डीडी/धनाकर्पा क्रमांक: 005523; रक्कम: 30000 रु.; दिनांक: 14/12/2011

ह. दुय्यम निवधक, अंधेरी-३,

मुंबई उपनगर

RECEIVED
DELIVERED ON 16/12/11

मूल्यांकन पत्रक

मूल्यांकनाचे वर्ष: 2011
 दिनांक: 12/15/2011
 स्थान: मुंबई (उपनगर)
 प्लॉट नं. व विभाग: 50-ओशिवर (शरीरी)
 प्लॉट नं. व विभाग: 50/243-मुंबई नगरपालिकाची हद्द. पूर्वेस चौदा देसाई मार्ग, पश्चिमेस 27.45 मी रुंदीची रस्ता व उत्तरेस 36.60 मी रुंदीची रस्ता
 भिन्नतांक क्रमांक: सि टी एस नंबर - 1pt
 नगर क्षेत्राचे नाव: मुंबई (उपनगर)
 प्लॉट रूमीने मालकीदार: वाणीस

वाचक मूल्य दर नवत्यागतात प्रति चौ. मीटर मूल्यादर

पुणे जमीन	निवासी सदनिका	कायलय	दुकाने	अन्य जमीन
37.500	69.600	77.800	113.400	69.600
मिळकतीचे क्षेत्र	235.20	चौरस मीटर	वाढत्यामाचे वर्गीकरण	1-आर सी सी
मिळकतीचा वापर	कायलय		उद्दयादन सुविधा	आहे
मिळकतीचे वय	0 TO 2	(Rule 5)	मजदर	4 (शेक 14)

ए) प्लॉट-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यादर * प्लॉट क्षेत्रफळ
 प्रति चौ. मीटर मूल्यादर = $77,800.00 * 100.00 / 100$
 = 77,80,000

बी) मूळ मिळकतीचे मूल्य = प्लॉट-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यादर * मिळकतीचे क्षेत्र
 = $10,900.00 * 235.20$
 = 18,298,560.00

ई) वदिल्ले वाढत तळाचे क्षेत्र = 33.45 चौरस मीटर
 वदिल्ले वाढत तळाचे मूल्य = $33.45 * (25.00 * 100) / 77,800.00$
 = 650,802.50



ए) वदिल्ले अंतिम मूल्य = मूळ मिळकतीचे मूल्य + उदयादने मूल्य + वदिल्ले वाढत तळाचे मूल्य
 वदिल्ले वाढत तळाचे मूल्य = $33.45 * (25.00 * 100) / 77,800.00$
 = $A + B + C + D + E + F + G + H$
 = $18,298,560.00 + 0.00 + 650,802.50 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00$
 = 18,949,362.50



खंड-९/
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 २०११



आयडिबिआय बँक लिमिटेड
IDBI Bank Limited

Customer Copy		Sr No. 9031
Deposit Branch		Date 14/12/2011
Acct. No. 45437200010056 idbi bank A/c Stamp duty		
Type of Document	AGREEMENT FOR SALE	
Type of Stamp	Special Adhesive	
Franking Value	Rs	2452.60/-
Service Charges	Rs	10/-
Total	Rs	2482.60/-
Name and address of stamp duty paying party		
Mrs. Manika R. Sharma		
Mr. Lakshman Sharma		
C/O. P. K. Floor, Pale Vasti		
Bangalore, India		
M. Subramanian		
Cheque / DD No.	Bandru (DD) 302	
Drawn on Bank	IDBI Bank Mumbai TRANSFER	
(For Bank's Use only)		
CC No.	Date	
Franking Sr. No.	Date	
Authorised by (Sign, Name)	Date	
		
		

59837

जदर-९/१
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२०११

उक्त मुद्रांक फ्रॉकिंग अल्सु कायलेट सॅम्प खाती तपसाले व एत.एत.एत. रांगवित
 प्रसिद्ध अशिकायांशी दुरधनीवरुन संपर्क सगून, फेळ वसेन जाळ्ळुन आल्ल.

सह. दुय्यम निवेदक अंवेरी - ३

दुय्याका प्रकार (Nature of Document)	Agreement for Sale
एत.स. भोंदणीका तपसाल (Registration Details) If Registrable Name of S.R.O.	Registrable/Non-Registrable MUMBAI SUBURBAN DIST. BANDRA (29/12/2011)
ठशाना मुनिका नंवर (Franching Number)	54731
चिह्नकारीचे थोडवयात वर्णन (Property Description in Brief)	Flat No. 801, 8th Floor, Pali Vastu Bldg, Aerial View CHS., (Prop.), Opp. Freda Beauty Parlour, Pali Hill Road, Bandra (West), Mumbai - 400 050.
मोवदला रक्कम (Consignment Amount)	Rs 24,87,000/-
मुद्रांक घरेवीकारां नाम पकयना (Purchaser's Name)	Mrs. Meenakshi R. Sharma & Mr. Rajkumar Sharma
दस्तावील दुसऱ्या पक्षकाराचे नांव (Name of other Party)	M/S Orbit Ventures Developers
दस्त्यावेरुन नांव व पत्ता (If through Name & Address)	Mumbai - 400 050
दस्त्यावेरुन रक्कम (Stamp Duty Amt)	Rs 24,87,000/-
दस्त्यावेरुन पुर्ण स्वाक्षरी व शिक्का (Full Signature & Seal)	[Signature]



THIS AGREEMENT FOR SALE is made on this 14th day of December 2011,
 BETWEEN

For IDBI BANK
 Authorised Branch
 BANDRA (W) BRANCH

M/S. ORBIT VENTURES DEVELOPERS, a Partnership Firm registered under the provisions of the Partnership Act, 1932 having its registered office address at Dheeraj Plaza, 4th Floor, Opp. Bandra Police Station, Hill Road, Bandra (west), Mumbai 400 050 hereinafter referred to as "the Developers" (which expression shall unless it be repugnant to the context or meaning thereof deem to mean and include partners for the time being of the said firm, their successor or successors and assigns and heirs executors, administrators and assigns of the last surviving partner) of the ONE PART.

बंदर-२/
 २०११

AND

1) MRS. MEENAKSHI R. SHARMA, & 2) MR. RAJKUMAR SHARMA, of Mumbai Indian Inhabitant/s residing at Flat No. 801, 8th Floor, Pali Vastu Bldg, Aerial View CHS., (Prop.), Opp. Freda Beauty Parlour, Pali Hill Road, Bandra (West), Mumbai - 400 050. hereinafter referred to as "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heir/s executors, administrators and assigns) of the OTHER PART.

u

[Signature]

INDIA
 2487000/-
 DEC 14 2011

WHEREAS:

- A. Oshiwara Adarsh Co-Operative Housing Society Limited is a Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under registration No. BOMWKW/HSG/(TC)/ 9295/96 on 15th May, 1996 and having its registered office at Adarsh Nagar No.1, New Link Road, Oshiwara, Jogeshwari (W), Mumbai-400 102 (hereinafter called "the Society") by the allottees of the plots by Maharashtra Housing and Development Authority (MHADA).
- B. By an Indenture of Lease dated 5th April,2007 executed by and between MHADA (as the Lessor) and the Society (as the Lessee), and registered with the Office of Sub Registrar of Assurances at Bandra under Serial No. BDR4/ 2508/2007, the Lessor therein did thereby demised unto and in favour of the said Society all that piece and parcel of land admeasuring 7033.62 sq. meters or thereabouts bearing Plot no. 1 to 180, Survey No. 41(pt.) and City Survey No. 1 (Part), situate, lying and being at Oshiwara, Jogeshwari (West), in the Registration District and Sub District of Andheri and Mumbai City and Mumbai Suburban (hereinafter referred to as "Plot") and more particularly described in the First Schedule hereto written and delineated on the plan thereof hereto annexed and marked as Annexure "I" and thereon shown surrounded by red coloured boundary line for a period of 99 years commencing from 1st June 1986, for the premium and lease rent set out therein.
- C. On the said plot there were 180 number of structures (the said old structures) occupied by the Oshiwara Adarsh Co-op. Hsg. Soc. Ltd., members of the society (the said plot and the said old structures unless independently referred shall hereinafter be collectively referred to as the said Property").
- D. As per the Development Control Regulations for Greater Bombay (D.C. Regulations) the said Property had the capacity of consuming floor Space Index in respect of the said Property and F.S.I. of other properties by way of Transferable Development Rights (T.D.R.) in accordance with the provisions of the D.C. Regulations (F.S.I. to be obtained by way of T.D.R., is hereinafter referred to as the "TDR/FSI").
- E. The Developers herein by their letter dated 25/10/2006 submitted their offer to the said society for redevelopment of the said Property (the said Offer).



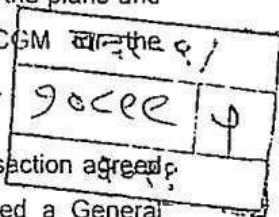
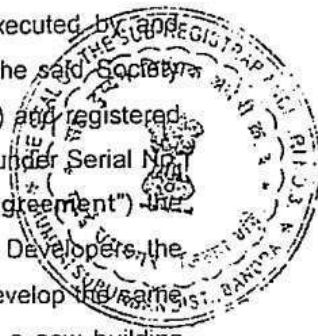
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F. At the Special General Body Meeting of the Society held on 19th November, 2006 the Members of the said Society unanimously agreed and approved the said offer of the Developers herein for redevelopment of the said Property by demolishing the then existing structure and construction of a new buildings on the said Property by consuming the F.S.I of the said Plot as well as TDR/FSI as may be made available on the said Property. As per the prevailing D.C. Regulations. A copy of the said Resolution is annexed hereto as Annexure "II".

G. The Members of the said Society agreed to transfer their respective entitlements to the Developers and agreed to enter into Development Agreement with the Developers herein.

H. By Development Agreement dated 16th August 2007 executed by and between the said Society (as the Society), Members of the said Society (as Members) and Developers herein (as the Developers) and registered with the office of Sub-Registrar of Assurances at Bandra under Serial No. BDR/1/07515 of 2007 (hereinafter referred to as the "Agreement") the said Society did thereby grant unto and in favour of the Developers the development rights in respect of the said Property to redevelop the same by demolishing the said Old structures and constructing a new building thereupon by utilizing the FSI of the said Property as also TDR/FSI as per the prevailing D.C. Regulations for Greater Mumbai, as per the plans and specifications as may be sanctioned/approved by MCGM and upon terms and conditions set out therein.



I. Pursuant to the said Agreement and being part of the transaction agreed under the said Agreement, the said Society has executed a General Power of Attorney dated 16th August 2007 duly registered with the Sub-Registrar of Assurances at Bandra under Sr. No. BDR/1/02419 of 2009 in favor of the Developers to enable the Developers to get the plans sanctioned from Municipal Corporation of Greater Mumbai (MCGM), and to obtain various permissions including procuring IOD/CC, approvals from various authorities and complete the construction and obtain OC/CC from MCGM.

J. As per the terms of the said Agreement, the Society has irrevocably authorized and empowered the Developers along with their servants, agents, contractors, to enter upon the said Property and redevelop the same by constructing a new building as per the plans and specification approved by MCGM and relevant Development Control Regulations applicable thereto.

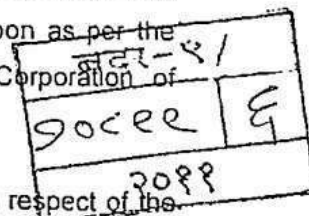
[Handwritten signatures]
- 3 -

K. Under the said Development Agreement, it is agreed that the said Developers shall construct two buildings i.e. one building for the said Society (the Society Building) to be constructed on the portion of the Plot shown by blue colour wash on the Plan annexed thereto as Annexure "A" (the Society's Portion) and another Sale building for the Developer (the Developers Building) to be constructed on the portion of the Plot shown by red color wash on the Plan annexed thereto as Annexure "B" (as "Developers Portion"). The Developers are authorized and empowered to sell premises in the Developers' Building to the prospective purchasers for the consideration and on the terms and conditions as the Developers deem fit and proper without any reference to the Society and/or its existing Members, and for the said purpose to issue Letter of Allotment and/or to execute Agreement for sale and other documents for sale of Developers portion, and register the same. The Society has also agreed to admit such purchasers of the Developers Building as its Members on the terms and conditions as set out in the said Agreement.

L. Under the said Development Agreement, the Developers are allowed to use and consume entire FSI available on the said Property, including FSI in the form of Transfer of Development Rights (TDR/FSI) for construction of new buildings.

M. Pursuant to the said Development Agreement the said Society and its members have handed over possession of the said Property together with the structure standing thereon for the purpose of demolishing the then existing structures and constructing new buildings thereupon as per the plans and specifications sanctioned by the Municipal Corporation of Greater Mumbai (MCGM).

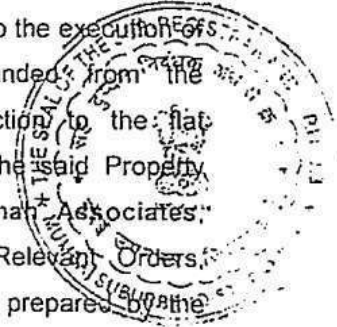
N. The Developers have got the Building Plans sanctioned in respect of the Society's Building to be named as "SHIV AND SHIVAM" consisting of 22 upper floors (hereinafter referred to as "the Society's Building") and the free sale Building to be named as "SHIKHAR " (hereinafter referred to as "the said Building") consisting of Stilt on Ground Floor, + Two Podiums + 33 upper floors on the said Property under I.O.D. No. CE/9530/WS/AK dated 23rd November, 2009 and Developers have also obtained Commencement Certificate bearing No. CE/9530/WS/AK dated 3rd December, 2009 from the Executive Engineer (Building Proposals) "K (West)" Ward. The copies of the I.O.D. and Commencement Certificate referred hereinabove are annexed hereto and marked as Annexure "III" and Annexure "IV" respectively



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- O. The Developers are constructing the said Building on the Developers portion of the said Property and shown by Red color wash on the plan annexed hereto as Annexure "I" in accordance with the said sanctioned plan and shall sell the premises therein on ownership basis or such other basis, as they may in their absolute discretion deem fit and proper.
- P. The title of the Developers herein as to the said Property is certified by Divya Shah Associates, Advocates & Solicitors, as per their Certificate Of Title dated 24th February, 2010, a copy whereof is annexed hereto and marked Annexure "V".
- Q. The said Property stands in the name of the said Society in the Revenue Record / Municipal Record / City Survey Record as Lessees as reflected in the copy of the Property Card annexed hereto as Annexure "VI".
- R. The Purchaser/s has/have seen the said Property prior to the execution of this Agreement. The Purchaser/s has/have demanded from the Developers and the Developers have given inspection to the flat Purchaser/s of all the documents of title relating to the said Property including copy of title certificate issued by Divya Shah Associates, Advocates and Solicitors, Property Register Card, Relevant Approved Plans, IOD, CC, designs and specifications prepared by the Developers' Architects and all other documents as specified under the Maharashtra Ownership of Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the said Act) and rules made there under.
- S. The Developers have informed to the Purchaser/s and the Purchaser/s is/are aware that the Developers will redevelop the said Property by constructing the said Building to be used for the Residential purpose as per the sanctioned plans, with such modifications thereto as the Developers may from time to time determine and as may be approved by the concerned local bodies and authorities.
- T. The Developers have entered into the standard Agreement with the Architects for preparing the plan of the said new Building and Agreement with the Contractor and RCC consultant for carrying out construction of the said new Building.
- U. The Developers have entered and/or will enter into such Agreement with other persons and/or parties in respect of the sale of other flats car parking spaces etc. in the said new Building.

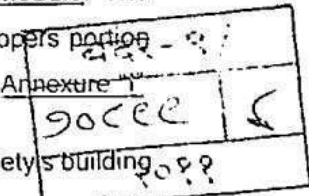


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2008	

- V. The Purchaser/s has/have approached to the Developers for sale of a Residential Flat bearing No. 402 admeasuring 2109 sq. ft. (196.00 Sq. Mtrs) Usable carpet area on the 4th floor along with One Open Car Parking & One Stackable Car Parking consisting of two car parks in the said Building to be named as "SHIKHAR" being constructed on the said Property (hereinafter referred to as the "said Premises") more particularly described in the Second Schedule hereunder written for the consideration and on the terms and conditions hereinafter appearing
- W. The parties hereto are desirous of recording the terms and conditions on which the Developers have agreed to sell the said Premises in the said Building to the Purchaser/s in the manner hereinafter appearing.
- X. Under Section 4 of MOFA Act, the Developers are required to execute a written agreement being these presents for the sale of the premises in the proposed Building.

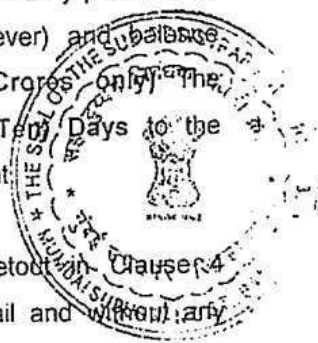
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1) The Developers have commenced construction of building to be named as "SHIKHAR" (hereinafter referred to as "the said Building") on Developers portion being part of Plot bearing no. 1 to 180, Survey No. 41(pt.) and City Survey No. 1 (Part), situate, lying and being at Oshiwara, Jogeshwari (West), in the Registration District and Sub District of Andheri and Mumbai City and Mumbai Suburban (hereinafter referred to as "the said Plot") and more particularly described in the First Schedule. The said Plot is shown by red color boundary line and the Developers portion is shown by BLUE color wash on the plan annexed hereto as Annexure 1.
- 2) The Developers have already started construction of the Society's building and all the members of the said Society will be put in possession of the premises allotted to them as per the said Development Agreement.
- 3) The Developers have commenced construction of the said Building consisting of Stilt on Ground Floor, + Two Podiums + 33 upper floors to be known as "SHIKHAR" to be used for the Residential purpose as per the Layout Plans & Building Plans sanctioned by the Municipal Corporation of Greater Mumbai (MCGM) and which have been seen and approved by the Purchaser/s with only such modifications as the Developers may consider necessary or as may be required by the Municipal Corporation of Greater Mumbai (MCGM) or such concerned local authorities.



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4) The Developers have agreed to sell and the Purchaser/s has/have agreed to purchase from the Developers a Residential Flat bearing No. 402 admeasuring 2109 sq. ft. (196.00 Sq. Mtrs) Usable carpet area on the 4th floor along with One Open Car Parking & One Stackable Car Parking consisting of two car parks in the said Building to be named as "SHIKHAR" being constructed on the said Property and shown by red colored hatched line on the typical floor plan annexed hereto and marked as Annexure "VII" (hereinafter referred to as "the said Premises") and more particularly described in the Second Schedule hereunder written at and for the total consideration of Rs.5,00,00,000/- (Rupees Five Crores only) which is inclusive of the consideration of common areas and facilities. The Purchaser/s has paid a sum of Rs.1,00,00,000/- (Rupees. One Crores Only) as an earnest money or deposit on execution of these presents (the payment and receipt where of the Developers do hereby admit and acknowledge and of and from the same and every part thereof acquit, release and discharge the Purchaser/s forever) and the balance consideration of Rs.4,00,00,000/- (Rupees Four Crores Only) of the Flat/Premises Purchaser/s has to pay within 10 (Ten) Days to the developers be four after the execution of this agreement.



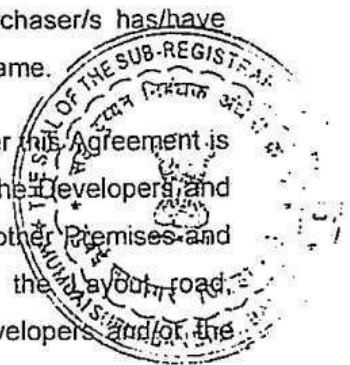
5) The Purchaser/s shall pay the installments as set out hereinabove on their respective due date without fail and without delay or default or demur as time in respect of payment of the said installments is the essence of this Agreement. The Developers will forward to the Purchaser/s an intimation of having carried out the work against which the installment is due, at the address given by the Purchaser/s under this Agreement and the Purchaser/s will be bound to pay the amount of installments within 7 days of Developers dispatching such intimation Under Certificate of Posting at the address of the Purchaser/s as given in these presents. The Purchaser/s hereby agree and undertake to give intimation to the Developers about change in his/her/their address.

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6) The Developers are constructing the said Building as per the Building plans sanctioned by the Municipal Corporation of Greater Mumbai in respect of the said building which are annexed and marked as Annexure "III" (collectively) and the Purchaser/s confirm/s that the copies annexed hereto are the true copies of the said plans and the same are inspected and perused by the Purchaser/s.

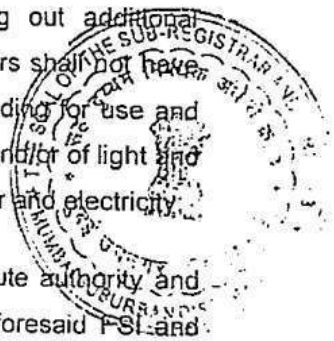
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- 7) The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Purchaser/s, obtain from the concerned local authority Occupation and/or Completion Certificates in respect of the same.
- 8) The Purchaser/s hereby agree/s to be bound by all the covenants, agreements, reservations and obligations or otherwise by the terms and conditions, as far as they are to be observed by the Developers, specified and contained in all the Agreements/documents recited herein made between the said Society and Developers and/or any undertaking given to any local authority and/or any Government body and/or authority while obtaining any permission from such Government Body and/or authority both State and/or Central Government, as if the Purchaser/s has/have himself/herself/themselves undertaken to perform the same.
- 9) It is expressly agreed that right of the Purchaser/s under this Agreement is only restricted to the Premises agreed to be sold by the Developers and agreed to be acquired by the Purchaser/s and all the other Premises and portion or portions of the said Property including the layout, road, recreation ground etc. shall be dealt with by the Developers and/or the said Society as set out in the Development Agreement.
- 10) It is expressly agreed between the Developers and the Purchaser/s that the said Premises shall be utilized for Residential purposes and parking spaces shall be used only for parking vehicle belonging to the Purchaser/s and for no other purpose or purposes whatsoever. The Purchaser/s hereby agree/s not to change the user of the said Premises without prior consent in writing of the Developers/Society, which is the ? / Developers/Society will be entitled to refuse, if they so desire.
- 11) The Purchaser/s confirm/s having inspected the original title certificate copy whereof is annexed hereto as Annexure "V" and further confirm/s that the copy annexed hereto is the true copy of the Original title Certificate inspected by the Purchaser/s. The Purchaser/s accept/s the title of the Developers and agree/s not to raise any further or other requisitions or objections to the title of the Developers to the said Property more particularly described in the First Schedule hereunder written.
- 12) It is hereby expressly clarified, agreed and understood between the parties hereto that:



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- (a) The Developers hereby declare that no part of the FSI relating to the said Property has been utilised by the Developers elsewhere for any purpose whatsoever;
- (b) The entire unconsumed and residual F.S.I., if any in respect of the said Property, and the entire increased, additional, incentive and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D.P. Plan, Rules, Regulations and bye-laws governing the FSI as also the F.S.I. which may be available on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations shall at all times absolutely and exclusively belong to and be available to the Developers/Society, free of all costs, charges and payments until completion of the project for carrying out additional construction on the said Property and the Unit Purchasers 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 Developers/ Society shall have the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR, respectively for construction on the said Property as may be permitted by law till completion of the project for the purpose of extending the said Building thereon and/or for constructing any new and additional structures and floors thereon or in any of them, and/or otherwise; howsoever, as they may desire and deem fit and proper;
- (d) The right to deal with and allot all such new and additional tenements units, premises, floors, extensions, building and structures shall absolutely and exclusively belong to the Developers/Society, and the Unit Purchasers herein shall not have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Developers/ Society shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as they may in their sole and absolute discretion deem fit and proper, and the Purchaser/s shall not raise any dispute or objection thereto and the Purchaser/s hereby grant /their irrevocable consent to the same;
- (e) The Purchaser/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 Developers exercising their rights as mentioned herein, nor shall they



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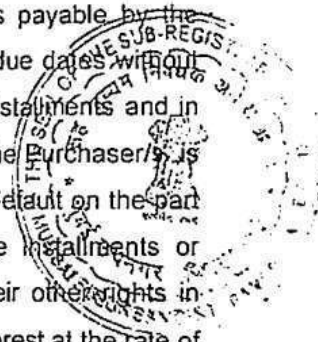
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claim any abatement or reduction in the purchase price due to the same nor shall they claim any compensation or damages from the Developers due to the same on any ground whatsoever, including on the ground of any inconvenience or nuisance which may be caused by the Developers putting up and effecting such new and additional construction as mentioned hereinabove and/or of light and ventilation and/or density and environment and/or of water and electricity;

(f) Each of the aforesaid consents given by the Purchaser/s shall be deemed to be specific written consent granted by the Purchaser/s to the Developers under section 7 of the MOFA; and.

(g) The provisions of this clause shall always be of the essence of this Agreement and shall run with the land.

13) The Purchaser/s hereby confirm/s that the installments payable by the Purchaser/s under these presents shall be paid on the due dates without any delay or default as time in respect of payment of installments and in respect of all amount payable under these presents by the Purchaser/s is the essence of this agreement. In the event of delay or default on the part of the Purchaser/s, in making payment of any of the installments or amounts, the Developers shall, without prejudice to their other rights in Law and/or under these presents, be entitled to claim interest at the rate of 24% per annum on all such amounts and installments, from the date of default till payment and/or receipt thereof by the Developers. It is further agreed that on the Purchaser/s committing default in payment of either the installments or any other amount or amounts, due under these presents on the due date including his/her/their proportionate share of taxes, cesses, other charges, betterment charges maintenance charges and all other outgoings the Developers shall be entitled, at their option, to terminate this Agreement PROVIDED ALWAYS that the power to terminate herein contained shall be exercised by the Developers, after giving to the Purchaser/s 15 days advance notice in writing, of their intention to terminate this Agreement and specifying the breach or breaches of the terms and conditions, on account of which the Developers intent to terminate the Agreement and if the Purchaser/s continue/s the default and/or fail/s in remedying such breach or breaches within the stipulated period of fifteen days from the date of such notice from the Developers. It is further agreed that upon termination of this Agreement as stated herein, the Developers shall refund to the Purchaser/s all amounts (excluding earnest money deposit, on which Purchaser/s shall have no claim/right) which the Purchaser/s may have till then paid to the



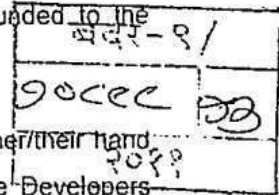
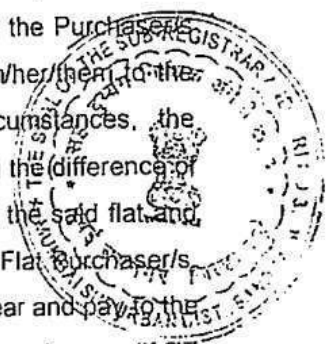
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Developers but the Developers shall not be liable to pay to the Purchaser/s any interest on the amount so refunded. Upon termination of this Agreement and refund of the amount as aforesaid by the Developers, all the rights of the Purchaser/s accrued to the Purchaser/s under this Agreement shall come to an end and the Developers shall be at liberty to dispose of and sell the said Premises, to such person or persons, and on such terms and conditions as the Developers may in their absolute discretion, deem fit and proper. The Purchaser/s also agree/s that sending of the said amount by cheque by Developers to the Purchaser/s, at the address given by the Purchaser/s in these presents, whether the Purchaser/s encashes the Cheque or not, will amount to the refund of the amount so required to be refunded by the Developers.

- 14) In the event, the Purchaser/s desire to cancel his/her flat, the earnest money paid by the Purchaser/s shall stand forfeited and the Purchaser/s shall not be entitled to such earnest money paid by him/her/their to the Developers. It is further provided that in such circumstances, the Purchaser/s shall also have to bear the loss, if any, being the difference of the amount in the rate at which the Purchaser/s booked the said flat and the rate prevailing at the time of the cancellation, by the Flat Purchaser/s of the said flat. The Purchaser/s shall also has/have to bear and pay to the Developers at the time of such cancellation, the brokerage charges (if flat is purchased through the broker) which brokerage shall have been already paid by the Developers to such broker. The Purchaser/s will also be liable to pay interest on any default payment as per the terms, herein contained, at the time of making accounts when the Purchaser/s has/have expressed his desire to cancel the booking of the flats /Agreement. It is agreed by and between the parties that all the above-referred amounts due and payable by the Purchaser/s, as specified hereinabove, shall be deducted from the amount received by the Developers from the Purchaser/s till the time of such cancellation and balance if any shall be refunded to the Purchaser/s.

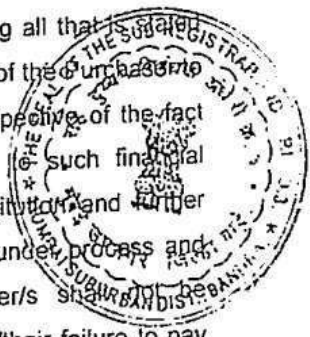


- 15) If the Purchaser/s in order to augment the resources in his/her/their hand for the purpose of payment of consideration amount to the Developers under this Agreement, seeks a loan from financial institutions, banks or other institutions against the security of the said Premises subject to the consent and approval of the Developers, then in the event, of the Purchaser/s committing a default of the payment of the installments of the consideration amount and in the event of the Developers exercising their right to terminate this Agreement the Purchaser/s further hereby undertake to clear the mortgage debt outstanding at the time of the said

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termination. The Purchaser/s shall obtain the necessary letter from such financial institution, banks etc. stating that the Purchaser/s has cleared the mortgage debt. On receipt of such letter from the financial institution, banks etc. the Purchaser shall be entitled to the refund of the amount so paid by him/her/them to the Developers towards the said Premises. However, the Developers shall directly pay the amount payable to the financial institution, bank, their employer or other such institutions who have made the payment on behalf of the Purchaser from the amount standing to the Purchaser's credit with the Developers toward the said Premises and (paid by him/her/them to the Developers towards the consideration amount) to the extent so as to clear the mortgage debt and only on receipt of such letter of clearance of debt from such bank, financial institution etc. The Purchaser/s shall be entitled to the refund of the balance amount standing credited to the account of the Purchaser with the Developers towards the said Premises. Notwithstanding all that hereinabove it shall ALWAYS be obligatory on the part of the Purchaser/s to pay the installments of the consideration amount irrespective of the fact that the Purchaser/s has/have applied for the loan to such financial institution, banks, their employers or such other institutions and further irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Purchaser/s shall not be permitted to raise any contention in respect of his/her/their failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Purchaser/s has/have applied for loan to such financial institution, banks, his/her/their employees or such other institutions and the same are under process of disbursement or that the said loan application of the Purchaser is rejected. In addition to the above, in the event of the failure of the said Premises Purchaser to pay the installment of the consideration amount the Developers shall be entitled to enforce their rights as mentioned herein.



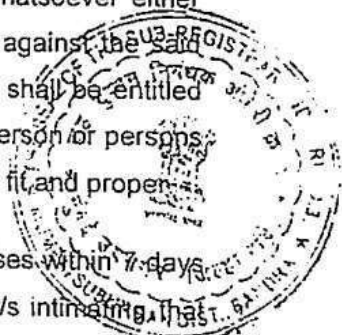
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- 16) It is expressly agreed that the possession, as provided herein of the said Premises will be handed over by the Developers to the Purchaser/s on June day of 2012. provided the Developers have received the full purchase price of the said Premises and the other amounts payable by the Purchaser/s under these presents subject however to the fact that the construction of the Building is not delayed on account of non availability of steel, cement and other building material, water or electricity supply or due to Acts of God, Civil Commotion, Riot, War or any Notice, Order, Rule Notification of the Government and/or any other Public Body and/or Competent Authority, and there is no delay in issuance of Occupation Certificate and/or Building Completion Certificate by the MCGM and/or

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planning Authority and/or other circumstances beyond the control of the Developers in which event the Developers shall be entitled to an extension of time during which the construction has been stalled and Purchaser/s hereby agrees for such extension of time. The Developers agree that if for the reason other than stated hereinabove they are unable to give possession of the said Premises by the date stipulated hereinabove, the Purchaser/s shall have an option to terminate this Agreement. In the event if the Purchaser/s desires to exercise his/her/their option of termination the Developers shall be liable, on demand by the Purchaser/s, to refund to the Purchaser/s the amounts already received by them in respect of the said Premises with simple interest of 9% per annum from the date the Developers have received the respective sum till amount and interest thereon is repaid and till the said amount is refunded the Purchaser/s shall have charge on the said Premises. It is agreed that upon refund of the said amount, as stated hereinabove, the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Developers or against the said Premises or against the said Property in any manner whatsoever and the Developers shall be entitled to deal with and/or dispose of the said Premises to any person or persons as the Developers, may at their absolute discretion, deem fit and proper.



- 17) The Purchaser/s shall take possession of the said Premises within 7 days of the Developers giving written notice to the Purchaser/s intimating that they have obtained OC from MCGM and the said Premises are ready for use and occupation. Before taking the possession of the said Premises the Developers shall sign and/or execute and/or cause to be signed and/or executed all writings and papers as may be reasonably required by the Purchaser/s including possession letter, letter to Reliance Energy Ltd. and other papers necessary or expedient for becoming Member of the said Society and the Purchaser/s shall pay entire consideration and all other amounts due and payable by him/her/them under these Presents. Under no circumstances the Purchaser/s shall be entitled to take possession of the said Premises unless and until all the payments required to be made under this Agreement by the Purchaser/s have been made to the Developers and other obligations and terms and conditions agreed by the Purchaser/s and mentioned in this Agreement are carried out and/or complied with fully by the Purchaser/s.

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- 18) Upon the Purchaser/s taking possession of the said Premises, he/she/they shall have no claim against the Developers as regard the quality of the Building material used for construction of the said Premises or the nature of the construction of the said Premises or otherwise howsoever. Provided

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that if within a period of one year from the date of handing over or offering possession of the said Premises to the Purchaser/s, whichever is earlier the Purchaser/s brings to the notice of the Developers, any defects in the Building, in which the said Premises are situated, then, wherever possible such defects, shall be rectified by Developers at their own cost and in case it is not possible to rectify such defects then the Purchaser/s shall be entitled to received from the Developers reasonable compensation for such defect within the period of one year form handing over or offering possession.

- 19) It is agreed by and between the Developers and the Purchaser/s that commencing a week after the notice in writing is given by the Developers to the Purchaser/s that the said Premises is ready for use and occupation the Purchaser/s shall be liable to take possession of the said Premises and pay proportionate share (i.e. in proportion to the floor area of the said Premises) all outgoing in respect of the said Premises and the said Building including local taxes and cesses, rates and other charges, betterment charges, service tax and all other levies by the local authority, government, water charges, Insurance charges, common lights, repairs, salaries of clerks, Bill collector's charges, chowkidar and sweeper charges, maintenance charges and all other expenses necessary and incidental to the administration management and maintenance of the said Premises and the said Building.



- 20) On or before taking possession of the said Premises the Purchaser/s shall pay following amounts to the Developers:

- a) Rs 350/- (Rupees. Three Hundred Fifty Only) fees towards admitting Purchaser/s as member and for share money of the said Society. (non-refundable)

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- b) Rs. 25,000/- (Rupees. Twenty Five Thousand only) by way of reimbursement of expenses incurred by the Developers towards Security Deposits for obtaining the water connection, telephone and cable facility infrastructural facilities, or any other tax or charges or fees or payment of a similar nature becoming payable by the Developers after or upon the sanction of the plans or levied with retrospective effect.

- c) Rs. 25,000/- (Rupees Twenty Five Thousand only) towards three phase electric meter charges. (non-refundable)

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- d) Rs. 5,00,000/- (Rupees. Five Lacs only) as payment of corpus fund or sinking fund (non-refundable)
- e) Rs. 32,500/- (Rupees Thirty Two Thousand Five Hundred only) towards proportionate share of development charges.
- 2i) The Developers shall utilise the said sum of Rs. 25,000/- (Rupees Twenty Five Thousand Only) paid by the Purchaser/s to the Developers as legal charges, for meeting all legal costs, charges and expenses including professional costs of the Attorney at law/ Advocates of the Developers in connection with preparing and engrossing this Agreement.
- 22) Over and above the aforesaid amounts, the Purchaser/s shall be liable to bear and pay such amounts if any demanded by the Developers towards VAT and/or Service taxes in respect of the transaction, if any payable by Developers to the prescribed authority.
- 23) The Purchaser/s hereby agree/s that in the event any amount by way of premium or security deposit or betterment charges or development charges or tax or security deposit, for the purpose of giving water connection, drainage connection or any other tax including service taxes any or payment of a similar nature is payable to the MCGM or to the State Government and/or any other concerned authorities the same shall be paid by the Purchaser/s to the Developers in proportion to the area of the Premises and in determining such amount it shall be the discretion of the Developers and shall be conclusive and binding upon the Purchaser/s.
- 24) The Purchaser/s further agrees that in addition to the amount stated in clause 23 hereunder, till the Purchaser/s share is so determined the Purchaser/s shall pay to the Developers a sum of Rs. 2,78,400/- (Rupees Two Lacs Seventy Eight Thousand Four Hundred Only) towards 12 months advance maintenance charges for building water meter, electric meter, sewerline, Municipal and other taxes such as water charges bills, electrical charges bills, cesses, land and revenue, NA tax etc. assessed on whole building. The Purchaser/s undertake/s to continue to pay such provisional contribution charges regularly and on expiry of every six months in advance and shall not withhold the same for any reason whatsoever. Till the Society accept him/her/their as member/s and accept the maintenance directly from the Purchaser/s in proportion to an area of the said Premises and the Purchaser/s on demand shall be liable to pay such amount to the Developers in the respect of the said Property. However the taxes in respect of the unsold premises shall be borne and paid by the Developers. The Developers will also be entitled to the refund



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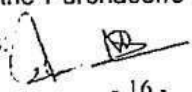
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of the Municipal Taxes and water taxes on account of the vacancy of the said Premises.

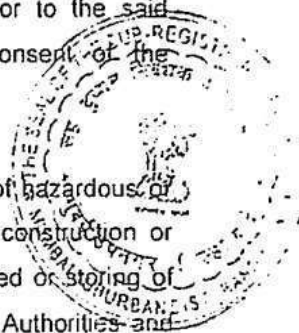
- 25) The Developers hereby agree that they shall cause the said Society to admit the Purchaser/s herein as a member and issue Share Certificate in his/her/their name/s.
- 26) If the Developers are not able to give possession of the said Premises/Car Parking Space to the Purchaser/s on account of any reasonable cause or circumstances beyond their control, the Purchaser/s shall not be entitled to any damage whatsoever but he/she/they shall be entitled to remedies available under the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963.
- 27) Upon obtaining Occupation Certificate from Municipal Corporation of Greater Mumbai and upon all the Premises Purchaser/s including existing members of the said family are put in possession of the Developers shall handover the charge of the said Building to the said Society and thereupon the Purchaser/s shall be liable to pay the maintenance charges and outgoings to the said Society as per the bills as may be raised by the said Society.
- 28) The Agreement sets forth the entire agreement and understanding between the Purchaser/s and the Developers and supersedes, merges:
- (a) All agreements, negotiations, commitments, writings between the Purchaser/s and the Developers prior to the date of execution of this agreement;
- (b) All the representation, warranties, commitments, etc made by the Developers in any documents, brochure, hoarding, etc. and /or through any other medium;
- (c) The Developers shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Developers under this Agreement;
- 29) The Purchaser/s himself/herself/themselves with an intention to bind all in whomsoever hand the said Premises may come, including any successors-in-title of the Purchaser/s do/doth hereby covenant/s with the Developers as follows:



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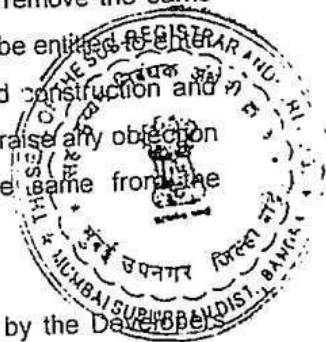
- a) To become Member of the said Society and for that purpose sign all the necessary documents as may be required by the Developers and to pay maintenance and all other charges from time to time, as may be determined, by the Developers/said Society, without committing any default therein.
- b) To maintain the said Premises (at Purchaser/s own costs) in good repair and condition from the date of offering possession of the said Premises and not to do or suffer to be done anything, in or to the said Building/ in which the said Premises is situated which is against the Rules, Regulations or Bye-laws of the concerned local authority and / or the said Society, nor shall change / alter or make addition in or to the said Premises or part thereof without the prior written consent of the Developers/Society.
- c) Not to store in the said Premises, any goods which are of hazardous or combustible nature or are so heavy, as to damage the construction or structure of the building in which the Premises are situated or storing of such goods, is objected by the concerned Local or other Authorities and shall not carry or cause to be carried, heavy packages or furniture along the staircase, common passage or any other structure, in the said building including entrance of the said building and in case any damage is caused to the building or to the said Premises, the Purchaser/s shall be liable for consequences thereof.
- d) Not to hang clothes, garments or any other thing for drying or for any other purpose from windows, balcony/balconies or terrace(s) of or appurtenant to the said Premises or on any side of the building or above the parapet or railing level within the said Premises and will not put any plants/pots/flower pots or other such things that require watering so as is to avoid water seepage that causes deterioration of walls and colour.
- e) To carry out at his/her/their own cost, all internal repairs to the said Premises and to maintain the said Premises in the same good condition, state and order, in which it would be delivered by the Developers. The Purchaser/s shall not do or suffer to be done anything in or to the said Premises, which may be contrary, to the Rules and Regulations and bye-laws of the concerned local authorities.
- f) Not to demolish or cause to be demolished, the said Premises or part thereof, nor at any time make or cause to be made, any additions or



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alterations, in the elevation/arcade and outside colour scheme of the said building and shall keep the sewers, drains and pipes in the said building and appurtenances thereof, in good tenantable repair and conditions and in particular, to support, shelter and protect other part of the said building and shall not damage column, beams, walls, or RCCs or other structural construction in the said Premises including the said building.

Not to shift windows of the said premises and/or carry out any changes in the said premises so as to increase the area of the said premises and/or put any grill which would affect the elevation of the Building and/or carryout any unauthorized construction in the said premises. In the event if any such change is carried out by the Purchaser/s he/she/they shall remove the same within 24 hours from receipt of notice in that regard from the Developers. In the event if the Purchaser/s fail to remove the same within the period of 24 hours, then the Developers shall be entitled to enter upon the said premises and remove such unauthorized construction and the Purchaser/s hereby agree/s and undertake/s not to raise any objection for the same and/or demand any damages for the same from the Developers.



h) To pay to the Developers within 7 days of demand by the Developer his/her/their share of maintenance charges, security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the Building in which the said Premises is situated.

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i) Not to do or permit to be done any act or thing which may render void or voidable any insurance Policy of the said Property and the said building or any part thereof or whereby any increased premium, shall become payable, in respect of the said building.

j) Not to throw any dirt, rubbish, garbage, or permit the same to be thrown, from the said Premises, in the compound or any portion of the said Property and the said building.

k) To bear and pay all increases in local taxes, water charges, insurance and such other levies, if any, which are imposed or which may be imposed in future by the concerned Local Authorities and/or Government and or other Public Authorities.

l) The Purchaser/s shall not Let, Sub-let, Transfer, assign or part with the interest in the said premises or benefit of this Agreement or part with the

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possession of the said Premises until all the dues payable by the Purchaser/s to the Developers under this Agreement are fully paid up and only if the Purchaser/s is/are not guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have first obtained consent in writing of the Developers.

m) The Purchaser/s shall observe and perform all the rules and regulations and bye laws of the said Society and any addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the premises therein and for the observance and performance of the Building Rules, regulations and byelaws for the time being of the concerned Local Authority and of Government and other Public Bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.



n) The Purchaser/s shall not cover the area of the Flowerbed with blocks, tiles or any such material and shall not conceal the pipes passing through the portion of the flower-bed and shall not do any such filling which would lead to excess load on the slab of the flower-bed portion which is adjoining the living dining room.

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o) The Purchaser/s shall not break/repair the toilets, bathroom, balcony area, flowerbed and the planter area provided in the said flat. In case the Purchaser/s desires to renovate the toilets, bathrooms and balcony area, the Purchaser/s without prior written permission of the Developers and take utmost care to waterproof the same and shall not cause any nuisance or disturbance to the Premises below him/her/them due to leakage from his/her/their toilets/bathroom/ balconies. In case of any leakage from the flat/Premises to Premises below the Purchaser/s shall be totally responsible to rectify the same and bear all the costs for the same.

p) The Purchaser/s shall be entitled to use the lifts in the said buildings. All the persons using the lifts shall do so at their own risk. The Purchaser/s shall not carry or cause to be carried heavy or bulky packages to the upper floors by the lifts. The Purchaser/s shall not cause any damages to the lifts, staircases, common passages, refuge area or any other parts of the buildings on the said Property.

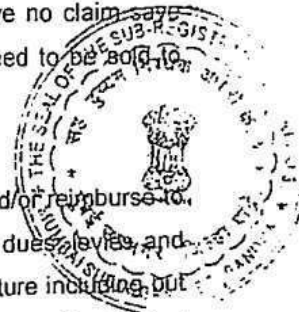
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q) The open spaces, common entrances, common passages, ducts, refuge area, lobbies, staircases, lifts in the buildings shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Purchaser/s shall not use or permit use of common passage, ducts, refuge areas, open spaces, lobbies and staircases in the said buildings for storage or for use by servants at any time.

30) (a) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Property or any part thereof and/or the said Building in which the said Premises is situated or any part thereof. The Purchaser/s shall have no claim ^{saye} and except in respect of the said Premises hereby agreed to be sold to them.

(b) The Purchaser/s shall be responsible to bear and pay and/or reimburse to the Developers 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 Developers as 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 Purchaser/s and the Purchaser/s do hereby agree and undertake to indemnify and keep indemnified the Developers and their successors-in-title and assigns in respect thereof.

(c) The Purchase-/s shall before delivery of possession of the said Premises or immediately within 7 (seven) days of receipt of demand from prescribed authority as informed in writing by Developers as the case may be without any dispute or protest deposit with the Developers such amount as may be indicated by the Developers towards the probable amount of Service Tax / VAT levied/leviable if any, in respect of the transaction contemplated herein with irrevocable authority conferred upon the Developers to invest this amount in income/interest bearing investments of such nature and on such terms and conditions as the Developers may deem fit. The decision of the Developers as regards payment/non payment and/or the reasonableness or otherwise of such statutory levies and /or dues shall be conclusive, final and binding on the Purchaser/s. On determination of the final liability, if any in respect of Service Tax / VAT as may be quantified under the prevalent statute the Developers shall, release the amount to the concerned authority as payment towards the



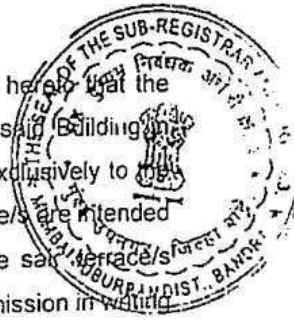
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aforesaid statutory liabilities. Any balance amount remaining after making such payment and meeting with expense incurred thereon shall be returned to the Purchaser/s with accrued income/interest thereon and the Developers shall have no interest or claim of whatsoever nature upon him/her/them. The Developers alone are authorised and empowered to take decisions in respect of all matters including nature of investment, etc. and such decisions being taken for and on behalf of the Purchaser/s shall be binding on the Unit Purchasers and as such Purchaser/s shall be precluded from resiling from the consequences of such actions taken by the Developers.

31) (a) It is understood and agreed by and between the parties hereto that the terrace space/s in front of or adjacent to the flats in the said Building which the said Premises is situated, if any, shall belong exclusively to the respective purchaser/s of such flats and such terrace space/s are intended for exclusive use of the respective Flat Purchaser/s. The said terrace/s shall not be enclosed by such Flat Purchaser/s till the permission in writing is obtained from the concerned local authority and the Developers or the said Society, as the case may be. Provided however that the open spaces in the building compound, terrace on the top floor, etc. of the said Building shall belong exclusively to the Society



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(b) The Purchaser/s hereby consent/s to the grant of exclusive usage of the said attached terrace/s to the Purchaser/s of the such Unit/s and hereby state/s, declare/s and covenant/s that the Purchaser/s will not have any right to use or have any claim, right, title or interest of whatsoever nature in such attached terrace/s.

32) The Purchaser/s hereby agree, undertake and covenant with the Developers that he/she/they, shall not 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 Developers 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 Developers as mentioned herein, and the Purchaser/s shall be bound and liable to render to the Developers, all necessary assistance and co-operation, to enable it to exercise and avail of the same.

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33) The Purchaser/s do/doth hereby confirm that the Purchaser/s' right will be restricted to the said Premises and that the Purchaser/s shall not bring in the compound of the Building any vehicle or park any vehicle in other areas other than the parking space/area allotted to him/her/them. The Purchaser/s confirms that the right to park car or vehicle will be available to only such persons or Purchaser/s to whom the Developers/Society have expressly allotted the same and not to any other person. All the unallotted car parking spaces out of the Developer allocation shall belong to the Developers and which the Developers are entitled to allot to any persons whom the Developers may desire.

34) The Purchaser/s hereby expressly agrees and covenants with the Developers that in the event of entire building not being ready for occupation simultaneously and in the event of the Developers offering possession of the said Premises to the Purchaser/s or handing over possession of the said Premises earlier than completing the construction then the Developers shall have the right to complete the construction of balance construction without any interference or objection by the Purchaser/s. The Purchaser/s further confirm that he/she/they shall not object or dispute for carrying out balance construction work by Developers or their assigns on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Developers shall be entitled to either transfer or construct and complete the said Building on the said Property through any nominee as they may desire in their absolute discretion without any interferences or objection by the Purchaser/s.



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35) The Purchaser/s and persons to whom the said Premises are permitted to be transferred, shall, from time to time, sign all applications, papers, and documents and do all acts, deeds and things, as the Developers or the said Society may required for safe-guarding the interest of the Developers and/or the Purchaser/s and other Purchaser/s of the said Premises or existing member of the said Society in the building constructed on the Developers portion being portion of the property more Particularly described in the first Schedule hereunder written.

36) Until all the amounts payable by the Purchaser/s to the Developers and/or the said Society are paid and until all the obligations required to be performed by the Purchaser/s are complied with, nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises. The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them and the Purchaser/s shall have no claim in

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respect of open spaces, parking spaces, lobbies, staircases, common terrace, basement, recreation spaces etc. which will remain the Property of the said Society.

37) The Developers shall be entitled to alter the terms and conditions of the Agreement relating to unsold premises in the said Buildings and Purchaser/s shall have no right to object the same.

38) The Developers shall have first and exclusive charge on the said Premises and all the rights and benefits of the Purchaser/s under this Agreement and/or in respect of the said Premises for all the amounts payable by the Purchaser/s to the Developers under this Agreement.

39) Nothing contained in these presents shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever in, to or over the said Property, said Building/s and the said Premises, or any part thereof. Such conferment shall take place only upon the said Society admits the Purchaser/s herein as its member.

40) The Purchaser/s shall at no time demand partition of his/ her/their interest in the said Building and/or Property it is hereby agreed and declared by the Purchaser/s that his/her/their such interest in the said premises is impartible.

41) The Building shall always be known as "SHIKHAR" and the Society shall be known as SHIKHAR Co-operative Housing Society Ltd.

42) Any delay or indulgences shown by the Developers in enforcing terms of this Agreement or any forbearance or relaxing the payment schedule or of any installments thereof by the Developers shall not be construed as a waiver of any rights, on the part of the Developers.

43) The Purchaser/s on becoming a member of the said Society shall abide by all the rules, regulations and bye-laws adopted by the said Society and amendments thereto from time to time including payment of maintenance bills and other individual charges as per the bills raised by the said Society.

44) The Developers shall not be responsible or liable for any consequences arising out of any change or modification or enactment or re-enactment, fresh interpretation of any law (State and Central), Rules, Regulations, Circulars, Notifications, and Bye-laws.

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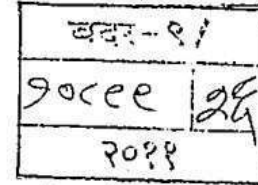
Society shall be known as SHIKHAR Co-operative Housing Society Ltd.	1
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- 45) PROVIDED AND ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between Purchaser/s of other Premises in the said Building and Developers in respect of the interpretation of these presents or concerning anything herein contained or arising out of the said Premises or as the rights liabilities or the duties of the said parties hereunder the same shall be subject to exclusive jurisdiction of courts in Mumbai.
- 46) All Notices to be served on the Purchaser/s as contemplated by this Agreement or required by law, shall be deemed to have been duly served, if sent to the Purchaser/s by Registered Post / A.D. / Under Certificate of Posting at his/her/their address specified below :-

Flat No. 801, 8th Floor, Vastu Pali Bldg, Aerial View
 CHS., (Prop.), Opp. Freda Beauty Parlour, Palli Hill Road,
 Bandra (West), Mumbai - 400 050.



- 1) Developers Pan No. AABFO6307-R.
 2) Purchaser Pan No. ANIPS0904 -N.
 3) Purchaser Pan No. AQDPS0708 -G.



- 47) This agreement shall, to the extent they are statutory, always be subject to the provisions contained in the Maharashtra Ownership Flat (Regulation of Promotion, Construction, Sale, Management and Transfer) Act 1963 (Maharashtra Act No. XV of 1997) and Rules made there under and any other provisions of Law Applicable, thereto.
- 43) The Purchaser/s shall at his/her/their own costs and expenses including the payment of Stamp Duty and Registration charges, register this Agreement with the office of Sub-Registrar of Assurances at Bandra within the time limit prescribed by law.

FIRST SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of land admeasuring 7033.62 sq. meters or thereabouts bearing Plot no. 1 to 180, Survey No. 41(pt.) and City Survey No. 1 (Part), situate, lying and being at Oshiwara, Jogeshwari (West), in the Registration District and Sub District of Andheri and Bombay City and Bomba Suburban.

M *[Signature]* *M*

SECOND SCHEDULE ABOVE REFERRED TO:

(DESCRIPTION OF THE PREMISES)

A Flat bearing No. 402 admeasuring 2109 sq. ft. (196.00 Sq. Mtrs) Usable carpet area on the 4th floor along with One Open Car Parking & One Stackable Car Parking consisting of two car parks in building known as "SHIKHAR" constructed on the property more particularly described in the First Schedule hereinabove written.

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

SIGNED SEALED AND DELIVERED)

by the within named "DEVELOPERS")

1) M/S. ORBIT VENTURES DEVELOPERS)

through the hands of its partners)

MR. RAJEN V. DHRUV in the presence of:

Witness: *Latika Malik*
1.

2. *V. D. Sharma*

SIGNED SEALED AND DELIVERED)

the within named PURCHASER/S)

2) MRS. MEENAKSHI R. SHARMA)

3) MR. RAJKUMAR SHARMA)

in the presence of:

Witness:

1. *Latika Malik*

2. *V. D. Sharma*



For M/S. ORBIT VENTURES DEVELOPERS
For ORBIT VENTURES DEVELOPERS

PARTNER
Mr. Rajen V. Dhruv



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Meenakshi Sharma



Meenakshi Sharma

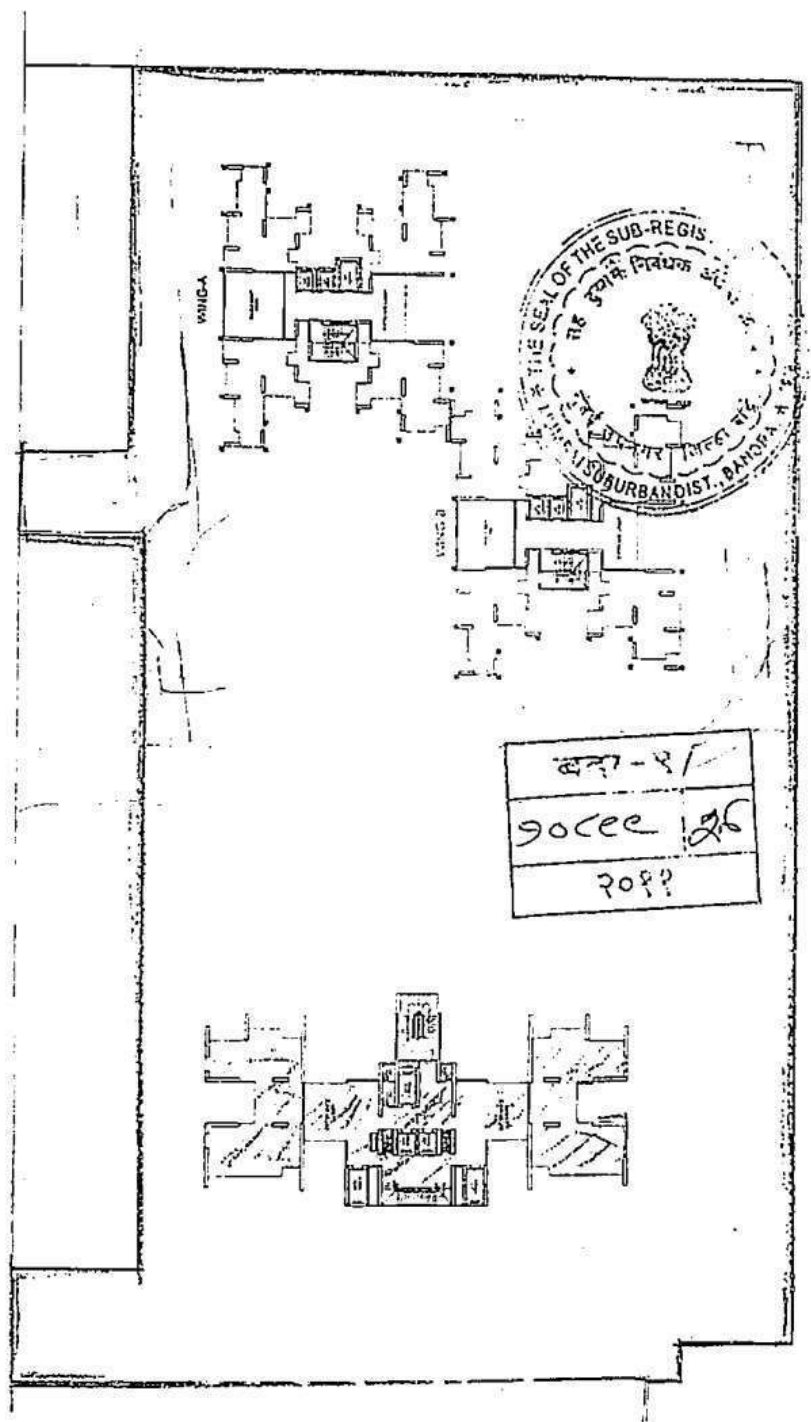
2. This drawing is not to be used for any other purpose without the written permission of the ARCHITECT.

3. Any alterations or modifications to be made to this drawing shall be made only after the written permission of the ARCHITECT and received before commencement of any work.

CHITRAKARTHI ARCHITECTS
10/10, 11/11, 12/12, 13/13, 14/14, 15/15, 16/16, 17/17, 18/18, 19/19, 20/20, 21/21, 22/22, 23/23, 24/24, 25/25, 26/26, 27/27, 28/28, 29/29, 30/30, 31/31, 32/32, 33/33, 34/34, 35/35, 36/36, 37/37, 38/38, 39/39, 40/40, 41/41, 42/42, 43/43, 44/44, 45/45, 46/46, 47/47, 48/48, 49/49, 50/50, 51/51, 52/52, 53/53, 54/54, 55/55, 56/56, 57/57, 58/58, 59/59, 60/60, 61/61, 62/62, 63/63, 64/64, 65/65, 66/66, 67/67, 68/68, 69/69, 70/70, 71/71, 72/72, 73/73, 74/74, 75/75, 76/76, 77/77, 78/78, 79/79, 80/80, 81/81, 82/82, 83/83, 84/84, 85/85, 86/86, 87/87, 88/88, 89/89, 90/90, 91/91, 92/92, 93/93, 94/94, 95/95, 96/96, 97/97, 98/98, 99/99, 100/100, 101/101, 102/102, 103/103, 104/104, 105/105, 106/106, 107/107, 108/108, 109/109, 110/110, 111/111, 112/112, 113/113, 114/114, 115/115, 116/116, 117/117, 118/118, 119/119, 120/120, 121/121, 122/122, 123/123, 124/124, 125/125, 126/126, 127/127, 128/128, 129/129, 130/130, 131/131, 132/132, 133/133, 134/134, 135/135, 136/136, 137/137, 138/138, 139/139, 140/140, 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PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

600' W I D E R O A D



BLOCK PLAN

PROPOSED LAYOUT PLAN FOR OSHIWARA ADARSH COOPERATIVE
 PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT
 PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT
 PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

ARCHITECT
 Raza Khalil
 2, 1078-A, 2ND FLOOR
 1, 1078-A, 2ND FLOOR
 1, 1078-A, 2ND FLOOR
 1, 1078-A, 2ND FLOOR

दिनांक 19/11/2006

आजीवन अर्थात् मां. आ. ला. को आपाटि का सर्व
 सम्पत्त. समस्तदायी (Room Owners - MEMBERS) अर्थात् /
 Meeting अर्थात् दिनांक 19 नवंबर 2006 को दिवस को द्वारा
 3-07 नवंबर को आपाटि प्रदीप J. का. अर्थात् को द्वारा को दिवस को
 अर्थात् को अर्थात् अर्थात्

विषय :- ...
 ...
 ...



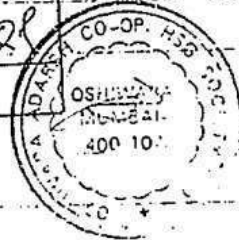
To sanction for selected ...
 ...

... (Room
 Owners, Members only) अर्थात् अर्थात् अर्थात्

B.P. ...
 Director / Secretary

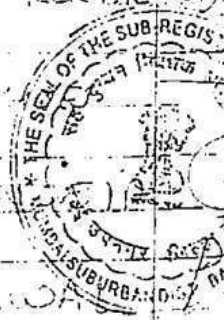
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- 2) ...

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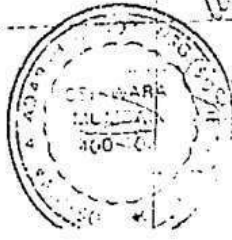


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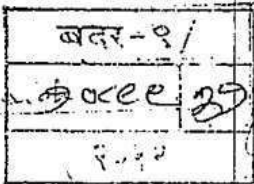
Sl. No.	Plot No.	Name of the Member	Signature
1)	66	Sahin ...	<i>[Signature]</i>
2)	128	Bhikhu ...	<i>[Signature]</i>
	147	Sudhita ...	<i>[Signature]</i>
3)	147	S. ...	<i>[Signature]</i>
4)	62	Babusao Shanker Kerkar	<i>[Signature]</i>
5)	22	JOHN BOSCH ...	<i>[Signature]</i>
6)	164	ASHA ASHOK KA ...	<i>[Signature]</i>
7)	171	GRASHANT JAISWA ...	<i>[Signature]</i>
8)	95	Dinesh Y chindarkar	D. Y. chindarkar
9)	96	मोहम्मद इमरान	<i>[Signature]</i>
10)	87	BAHU Y MOHITE	<i>[Signature]</i>
11)	163	...	<i>[Signature]</i>
12)	172	Mohammad D. Pa ...	<i>[Signature]</i>
13)	102	Prof. ...	<i>[Signature]</i>
14)	18	...	I.S.P
15)	104	Khand ...	<i>[Signature]</i>
16)	109	KARAN ARJUN SINGH	<i>[Signature]</i>



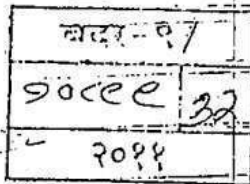
बदर-९/	...
१००००	३०
...	...



Sl. No. R. No.	Plot No.	Signature via / NAME OF THE MEMBER	Signature / SIGNATURE
17)	156 01	MRS. Richana Altaf Shaukh Vishnu Sharma	Richana A. Sh [Signature]
18)	151 77	MR S C Sharma A. D. Jaiswal	[Signature] [Signature]
19)	53 6	A. Sawant	[Signature]
20)	67	Shambhulal R. Jaiswal	S.R. Jaiswal
21)	76	Suryawangli R. A.	[Signature]
22)	20	Narahari Y. N.	[Signature]
23)	107	Satish Singh (R)	[Signature]
24)	148	Mrs S.S. Narvekar	[Signature]
25)	137 78	M. S. Zaidi for S Z A. W. A. Arif	[Signature] [Signature]
26)	134	M. L. Binani (A.K. Binani)	[Signature]
27)	25	Rajendra Kaur	[Signature]
28)	26	Mrs Zayika Banoo Dyal (S)	[Signature]
29)	27	Harekar Mehrotra	[Signature]
30)	135	M. Resmal Madhav Joshi	For M.M. Joshi [Signature]
31)	149	Chandra Shekhar Anand	[Signature]
32)	136	M. Resmal	[Signature]



Sl. No.	Unit No. / PLOT NO.	NAME OF THE MEMBER	INITIAL / SIGNATURE
33)	126	D. B. Gulabkar	<i>[Signature]</i>
34)	138	P. P. ...	<i>[Signature]</i>
35)	147	KABINDRA R. MISTRY	<i>[Signature]</i>
36)	153	SURESH. A. PATANI	<i>[Signature]</i>
37)	23	S. R. Pathan	<i>[Signature]</i>
38)	70	JAYSHANKAR ...	<i>[Signature]</i>
39)	145	Anand D. ...	<i>[Signature]</i>
40)	09	Kamesh Kedar ...	<i>[Signature]</i>
41)	52	<i>[Signature]</i>	<i>[Signature]</i>
42)	35	Anit Brah	<i>[Signature]</i>
43)	146	M. D. Reddy	<i>[Signature]</i>
44)	112	Anoop Sharma	<i>[Signature]</i>
45)	58	JAYSHANKAR SHARMA	<i>[Signature]</i>
46)	143	Rajesh ...	<i>[Signature]</i>
47)	139	Am Asha Singh	<i>[Signature]</i>
48)	7	<i>[Signature]</i>	<i>[Signature]</i>
49)	123	MAHABHARAT MUNDENKAR	<i>[Signature]</i>
50)	68	Abhishek Nilima Patil	<i>[Signature]</i>
51)	69	Vishalcha Hingorani	<i>[Signature]</i>



Sl. No. / Sr. No.	Plot No.	अभिज्ञेता विका / NAME OF THE MEMBER	हस्ताक्षर / SIGNATURE
49)	116	Tamanna Shaikh	
50)	173	Zubeeda Bashir Khan	
51)	174	Salim Shaikh	
	89	Mr. Vai	
52)	17	S K Mulkarjee	
53)	118	Mrs Salma Shaikh	Salma
54)	110	Mrs. M. Loh	
55)	114	ZUMARIYA J. KH	
56)		Shukrajit	
57)	119	Sarju	
58)	83	जि. वि. १२५	
59)	98	Far. ११.५.११ १२५	
60)	84	Far. ११.५.११ १२५	
61)	106	Mrs. Catherine Decunha (Mrs Gloria)	
62)	115	Dilip Kawade (Mrs Prabha Kawade)	
63)	16	Bhoreel Chandralant Patil (Sunita C. Patil)	S. C. Patil
64)	37	Mrs. Karindi Roy	Karindi



वदर-९/
90000 33
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OSHIWARA HSG SOCIETY CO-OP HS; SOC. LTD.

Address: New Link Road,

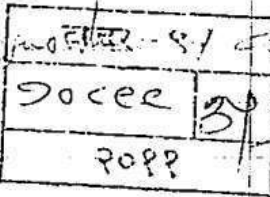
Jogesh-wan (W), MUMBAI-400 102.

Sl. No. / SR. No.	Plot No.	Identification / NAME OF THE MEMBER	Signature / SIGNATURE
55)		Pratim Kaur Morkha	[Signature]
56)	114	PRITAM KAUR MOKHA	Pratim Kaur
57)	28	Mrs. Nagma Jijendra Khan	[Signature]
58)	26	जरीना इशरत शेख	जरीना शेख
59)	33	ममता शिरोचणाल	M. Bhadra
60)	56	विनायक प्रभाकर शेट	[Signature]
61)	132	M. Francis Jeyson	[Signature]
62)	66	Mrs. Poonam SARIANI	[Signature]
63)	176	Mrs. Meena L. Guljar	[Signature]
64)	161	श्री. देवता शिरोचणाल	R. S. Qasam
65)	24	Zubair M Khan	[Signature]
66)	162	Charubhara Khosla (Prakash Khosla)	[Signature]
67)	39	Tanya Mehra	[Signature]
68)	40	Deepu p...	[Signature]
69)	94	Mrs. Shashi Bhushan Singh	[Signature]
70)	80	Madhy Khanna	Madhy Khanna

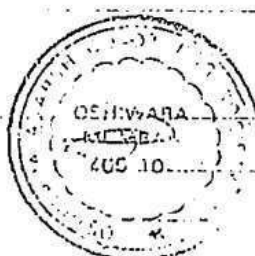


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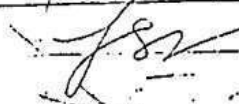

Sl. No.	Lot No. / Plot No.	APPLICANT'S NAME / NAME OF THE MEMBER	Signature
81)	81 14	Pratima Vittal Chetty Mrs Leela Krishnakutty Chuzali	Pratima Chetty
82)	61	श्री. अशोक कृष्ण मोदी (मिनिमम अमेच)	for of Ashok
83)	13	Zaid B. Dngaru	Zaid B
84)	02	Malik S. Sharma (Neelu R V)	Neelu R
85)	046 180	Harishankar B. ... Surya K. SEN	
86)	74	P. A. Leel	
87)	100	From Prasad Poojary	
88)	88	Ashok Gupta (S/o. Sushila Gupta)	
89)	25	Mr. Balkrishna P. N.	
90)	101 102	Bina Sengupta Tata more	
91)	103	T. D. More	
92)	34	AZEEM KARIM MAHALDAR	
93)	37	Kalindi M. Roy	Kalindi
94)	108	AZMISAEEDA M. HAQ	Ban TKP
95)	35	Trupti K. Prasad	
96)	10	Ashok B. ...	



Sl. No. S/N. No.	Plot No.	नाम / NAME OF THE MEMBER	दि. / SIGNATURE
94)	41	Vilas Vishnu Kandalgaonkar	
95)	85	Mr. Nand Gupta	STRE STRE
99)	77	Madhukar Jayram Rane	
100)	58	Jayaram D. More	
101)	138	Mr. S. P. Jain	
102)	105	Col N.P. NANDA	
103)	111	Dr. Anil Mehta	
104)	31	Hemant K. Ghosh	Ghosh. H.K.
105)	3	श्रीमती अर्चना	श्रीमती अर्चना
106)	38	श्रीमती सुजाता धन्य	श्रीमती सुजाता धन्य
107)	90	Mrs. Ritesh J Shurta	
108)	89	Mr. Vaibav Singh Chohan	
109)	72	Mr. Shekhar Chohan	
110)			
111)			
112)			



OSHIWARA ADARSH CU. OP. HSG. SOC. LTD.
 Address: 112/ Link Road,
 Jogeshwari (E), MUMBAI-400 102.

Sl. No.	Plot No.	Name of the Member	Signature
113)	71	Jitendra Shukla	
114)	157	Laxmi K. Bhojre	
115)			
116)			
117)			
118)			
119)			
120)			
121)			
122)			
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127)			
128)			



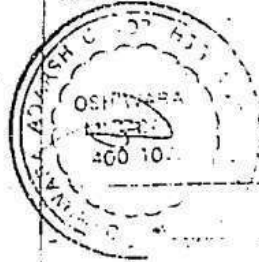
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OSHIWARA ADARSH CO-OP HSG SOC. LTD.
 Ad. No. 102, New Link Road,
 Jogeshwari (W), MUMBAI-400 102.

Sl. No. 7-000	Plot No.	← दिवाळीत विलीन / NAME OF THE MEMBER	सह / SIGNATURE
129)			
130)			
131)			
132)			
133)	93	Mr. Amargjeet J Shukla	
134)			
135)			
136)			
137)	73	Ms. Babubhai Thing	
138)			
139)			
140)			
141)			
142)			
143)			
144)			



संख्या: २०८८
 २०८८



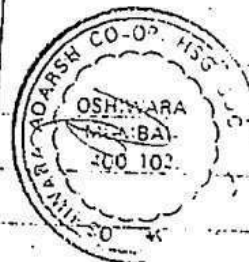
OSHIWARA ADARSH CO-OP. HSG. SOC. LTD.


Address: 17/2 Link Road,
Jogeshwari, Mumbai-400 102.

Sr. No. SR. No.	Unit No. PLOT No.	संस्था/नाम / NAME OF THE MEMBER	हस्ताक्षर / SIGNATURE
145)			
146)			
147)			
148)			
149)			
150)			
151)			
152)			
153)			
154)			
155)	155	KIRAN ARORA	<i>K Arora</i>
156)	92	Miss Anupa J. Shukla	
157)			
158)			
159)			
160)			



155-2/
90000 38
90000



Sl. No.	Plot No.	अभिज्ञान / NAME OF THE MEMBER	हस्ताक्षर / SIGNATURE
161)			
162)			
163)			
164)			
165)			
166)			
167)	117	Dr. P. E. Jones Fuller (Daughter)	
168)	168	Mrs Assumption M. D'souza	A. M. D'souza
	91	Kumari Rupa J. Shukla	
169)			
170)			
171)			
172)			
173)			
174)			
175)			
176)			



संख्या-०१/
 १०००८८०
 २०१९



Office Address: ...

- 1) M/s. A.A. Sankar Pvt. Ltd. (KNA Builders)
- 2) M/s. Dharmashree Developers Pvt. Ltd.
- 3) M/s. Oberoi Construction Pvt. Ltd.
- 4) M/s. U.K. Constructions.
- 5) M/s. Atshing Enterprises
- 6) M/s. Vijay Group Infrastructures
- 7) M/s. Mumbai Shelter Housing Developers
- 8) M/s. Orbit Groups.
- 9) M/s. Keystone Realtors (P) Ltd.



అంశం నంబర్ 112/2 ముఖ్యమంత్రి కార్యాలయం వద్ద
 ఉన్న ప్రతి ఉపాధిదాతలకు Comparative Statement నామినేట్
 అవ్వాలి. ఈ comparative Statement ఈ క్రింది
 పాఠం ప్రకారం పూరించబడాలి. దీనిని ఆఫీస్ వద్ద పంపించాలి.
 (Question) M/s. Orbit Group

90000	2000
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225 Sq. Ft. Carpet area with Floor & Dry Balcony.
 Corpus Fund - Rs. 2,05,000/- Each member.
 Rent Rs. 11,000/- per month. (for shipping)

Deposit Rs. 1,10,000/- + Transportation (Shipping) Rs. 10,000/-
 Completion Period - 24 months. Bank Guarantee - 20 A/c. 5%

Selection offer - 1st Construction	1,55,000/-	(29 Nos)
1st with 1st flr	2,41,000/-	(33 Nos)
1st 1st flr	20,000/-	1 No.
Backside unit (Prentisite)	1,11,000/-	30 Nos.
Backside unit (Backsite)	1,41,000/-	30 Nos.
Middle corner	3,11,000/-	12 Nos.
main corner	5,11,000/-	22 Nos.
old External Area in middle corner	3,11,000/-	2 Nos.



అంశం నంబర్ 112/2 ముఖ్యమంత్రి కార్యాలయం వద్ద
 ఉన్న ప్రతి ఉపాధిదాతలకు Comparative Statement నామినేట్
 అవ్వాలి. ఈ comparative Statement ఈ క్రింది
 పాఠం ప్రకారం పూరించబడాలి. దీనిని ఆఫీస్ వద్ద పంపించాలి.
 (Question) M/s. Orbit Group

OSHIWARA AGRARI CO-OP HSQ SOC. LTD.

Address: ... Road,
Jagdishpur (II), MUMBAI-400 102.

[Handwritten signature]

महाराष्ट्र शासनाच्या अधीन असलेल्या अशा अर्थसहाय्य योजनेत सहभागी असण्याबाबत
आम्हाला आपला अर्ज भरण्याबाबत (Project) ही अर्जा भरण्याबाबत
आम्हाला आपला अर्ज भरण्याबाबत (Project) ही अर्जा भरण्याबाबत
आम्हाला आपला अर्ज भरण्याबाबत (Project) ही अर्जा भरण्याबाबत
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आम्हाला आपला अर्ज भरण्याबाबत (Project) ही अर्जा भरण्याबाबत
आम्हाला आपला अर्ज भरण्याबाबत (Project) ही अर्जा भरण्याबाबत
आम्हाला आपला अर्ज भरण्याबाबत (Project) ही अर्जा भरण्याबाबत



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ANNEXURE - 3

Form No. 346
88

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

Encl. E.R.C. (W.S.) Proposal (W.S.)
Municipal Office, K. K. Patkar Marg,
Bandra (West), Mumbai - 400 050.

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

CE/9530/W.S./AK 23 NOV 2009
No. E.B./CE/ BS/A of 200 - 200

MEMORANDUM

Municipal Office,
Mumbai - 200

M/s. OSHIWARA ADARSH C.H.S. LTD.

With reference to your Notice, letter No. 337 dated 31/01/2009 and the plans, Sections Specifications and Descriptions and particulars and details of your buildings at Plot bearing CTS No. 1 (pt), village Oshiwara, MHADA Layout, Off Link Road, Andheri (West) to me under your letter, dated 200. I have to inform you that I have not approved 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 thereof.



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

- 1) That the commencement certificate under section 44/69 (1)(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 line with foundation below level of bottom of road side drain without obstructing rain water from the adjoining holding to prove possession of building as per D.C. No.38(27) before starting the work.
- 3) That the low lying plot will not be filled upto a reduced level of atleast 92 T.H.D. adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled and consolidated and eloped towards road side, before starting the work.
- 4) That the specifications for layout / D.P. / or access roads / development of setback land will not be obtained from E.E.R.C.(W.S.) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. from E.E.R.C.(W.S.)/ E.E.S.W.D. of W.S. before submitting D.C.C.
- 5) That the Structural Engineer will not be appointed. Supervision memo as per appendix XI (regulation 5(3)(ix)) will not be submitted by him
- 6) That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up the additional load will not be submitted before C.C.

Handwritten notes and stamps in a box, including the name 'Shree' and the number '9094'.

() 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 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 on NOV 2010 2001 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.

23.11.01
Executive Engineer, Building Proposals,
Zone, K Words.

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 68 of the said Act.

(3) Under Byelaw, No. 3 of the Commissioner has fixed the following levels --

"Every person who shall erect as new domestic building shall cause the same to be built on the ground so that 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 3 feet of the wall 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 who is liable for the taxes is required to give notice of erection of a new building or occupation of building which has been erected or commenced, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. This provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the property 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 submission of a valuation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and grant a permission before occupation and to levy penalty for non-compliance under Section 471 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 Suburbs 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.

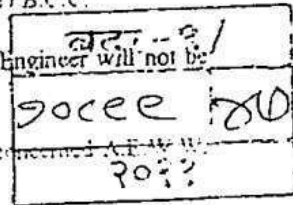
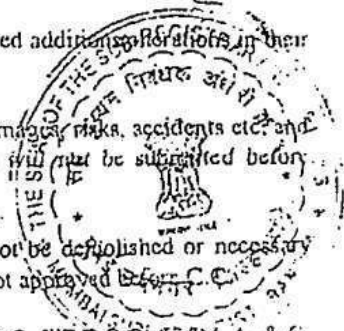


3 feet
90000 88

23 NOV 2009

CE/9530/WS/AK

- 7) That the regular / sanctioned / proposed lines and reservations, U.R.Z. marking will not be get demarcated at site through A.E.[Survey] / E.E. [T&C] / E.E.[D.P.] / D.L.R. before applying for C.C.
- 8) That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.
- 9) That the registered undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Asst. Commissioner (K West] that the ownership of the setback land will not be transferred in the name of M.C.G.M before demolition of existing building.
- 10) That the agreement with the existing tenant alongwith the list will not be submitted before C.C.
- 11) That the consent letter from the existing tenants for the proposed additional floors in their tenement will not be submitted before C.C.
- 12) That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
- 13) That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
- 14) That the requirements of N.O.C. of (i) Reliance Energy, (ii) S.G. (iii) P.C.D. (iv) A.A. & C. (K West], (v) S.P. (vi) S.W.D., (vii) M.T.N.L., (viii) H.E. will not be obtained and the requisitions if any will not be complied with before occupation certificate / B.C.C.
- 15) That the qualified/registered site supervisor through architect/structural engineer will not be appointed before applying for C.C.
- 16) That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. (K West ward] shall not be submitted before applying for C.C.
- 17) That the true copy of the sanctioned layout/sub-division/amalgamation approved under the terms and conditions thereof will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
- 18) That the development charges as per M.R.T.P. (amendment) Act 1992 will not be paid.
- 19) That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible FSI shall not be submitted before asking for C.C.
- 20) That the N.O.C. from Society alongwith certified extract of General Body Resolution for development/additions and alterations will not be submitted before C.C.
- 21) That the requisite premium as intimated will not be paid before applying for C.C.
- 22) That the registered undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.



23 NOV 2009 CE / 9530 / WS / AK

39) That the design for Rain Water Harvesting System from Consultant as per Govt notification under Sec.37(2) of MR&T.P Act, 1966 under No TPB-41073960/P-12420070/P-11 dt. 6/6/2009 shall not be submitted.

40) That the necessary remarks for training of nalla/construction of SWD will not be obtained from Dy. Ch.Eng. (SWD) City and Central Cell before plinth C.C. and compliance of said remarks will not be insisted before granting full C.C. for the building.

41) That the debris removal deposit of Rs. 45,000/- or Rs. 2/- per sq.ft. of the built up area, whichever is less will not be paid before further C.C.

42) That the 'Debris Management Plan' shall not be got approved from Executive Engineer (Env) and the conditions therein shall not be complied with.

43) That the N.O.C. from Collector M.S.D. for excavation of land shall not be submitted.

44) That remarks / specifications regarding formation level and construction of road from the office of Dy. Chief Engineer (Roads)W.S. shall not be obtained before applying for

45) That the registered undertaking for not misusing the stilt, podium, elevation features, part, terrace, pocket terrace shall not be submitted.

46) That the registered undertaking from owner that he will not take objection to the development of adjoining plot with deficient open spaces shall not be submitted.

B CONDITIONS TO BE COMPLIED BEFORE FURTHER

1. That the notice in the form of appendix XVI of D.C.R. shall not be submitted for completion of plinth.

2. That N.O.C. from Civil Aviation department will not be obtained for the proposed height of the building.

3. 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.

4. That the N.O.C. from A.A. & C. (N/West) shall not be submitted.

5. That the plinth stability certificate from R.C.C. consultant shall not be submitted.

6. That the work-start notice shall not be submitted.

7. That the design of the road crust obtained from the Road Consultant of the office of Dy. Chief Engineer (Roads)W.S. to carry out the construction of road upto sub-base level as per the design shall not be complied with before asking for C.C. beyond plinth.

8. That C.C. shall not be granted beyond plinth level unless the concerned owner / builder satisfies the competent authority that he has moved the concerned authorities / utilities for providing connection in this regard & advance connection (not commissioned) is taken as per the specifications.

9. That the testing of building material to be used on the subject work shall not be done and results of the same will not be submitted periodically.

10. That the quality control for building work / for structural work / supervision of the work shall not be done and certificate to that effect shall not be submitted periodically in proforma.



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23 NOV 2009

CE/9530/WS/AK

C. GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C.

- 1) That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H tank etc. for Nursing home, part will not be provided and that the drainage system of the residential part of the building will not be affected.
- 2) That some of drains will not be laid internally with C.I pipes.
- 3) That the dust bin will not be provided as per C.E.'s circular No. CE/9297/VI dated 26.6.1978.
- 4) That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C.
- 5) That the 10' wide paved pathway upto staircase will not be provided.
- 6) That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon; and will not be levelled and developed before requesting to occupy the bldg. or submitting the B.C.C. whichever is earlier.
- 7) That the name plate/board showing plot no., name of the bldg. etc. shall not be displayed in a prominent place before O.C.C./B.C.C.
- 8) That the carriage entrance will not be provided before starting the work.
- 9) That the parking spaces will not be provided as per D.C.R. No.30.
- 10) That B.C.C. will not be obtained and IOD and debris deposit etc. will be submitted for refund within a period of six years from the date of occupation.
- 11) That every part of the building constructed and more particularly overhead water tank will not be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 12) That the owner/developer will not hand over the possession to the prospective buyer before obtaining occupation permission.
- 13) That the letter box of appropriate size shall not be provided for all the flatments at the ground floor.
- 14) That the infrastructural works such as construction of hand-holes/manholes, ducts for underground cables, concealed wiring inside the flats/rooms, room space for telecom installations etc. required for providing telecom services shall not be provided.
- 15) That the regulation No.45 and 46 of D.C. Reg. 1991 shall not be complied with.
- 16) That the necessary arrangement of borewell shall not be made/provided and necessary certificate to that effect from the competent authority shall not be obtained before C.C.
- 17) That the 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 300 Sq Mts. as per Govt. notification under Sec.37(2) of M.R.T.P. Act, 1966.



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23 NOV 2009

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18) That the requisition from fire safety point of view as per D.C.R.91 shall not be complied with

19) That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations/individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.

20) That the Drainage Completion Certificate shall not be submitted.

21) That the Lift Inspector's completion certificate shall not be submitted.

22) That the structural stability certificate shall not be submitted.

23) That the Site Supervisor's completion certificate shall not be submitted.

24) That the smoke test certificate shall not be submitted.

25) That the water proofing certificate shall not be submitted.

26) That the final completion certificate from C.F.O. shall not be submitted.

27) That the N.O.C. from A.A. & C. [H. West] shall not be submitted.

28) That the final N.O.C. from MFLADA shall not be submitted.

29) That the construction of road including S.W. Drain and footpath, providing central dividers, lane marking and providing street furniture and obtain completion certificate from P.F. [Roads] W.S. shall not be submitted before applying for occupation.

30) That the payment towards the difference in pro-rata cost of C.C. road and asphalt road of road width of 18.30 mtrs. and above shall not be made in the office of [Roads] before applying for occupation.



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

1) That the certificate under Sec 270-A of the B.M.C. Act will not be obtained from the department regarding adequacy of water supply.

23-11	EX. ENGR. P. S. JOSHI
2009-11-23	(W.S.) KREANI WASTEWARDS

EX. ENGR. P. S. JOSHI (W.S.) KREANI WASTEWARDS

NOTES

- (1) The work should not be started unless objections ^{Article} 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 deposits 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 deposits 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 before the date of which the proposed construction work is taken in hand that the water existing in the property 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 scaffolding, bricks metal, sand prep: debris, etc. should not be deposited over footpaths or public streets by the owner, architect/their contractors, etc. without obtaining prior permission from the Ward Officer.
- (8) The work should not be started unless the manner in obviating all the objection is approved by the Municipal Corporation.
- (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 sites to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. बदर-3/
of
50000 42 should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection (except for 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 sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having 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)(1) 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 :-
 - (i) Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
 - (ii) 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.
 - (iii) 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 denying light and air 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 cause 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 100 mm above the level of the terrace.
- (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 nahanis 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 381 of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with tight fitting mosquito proof covers made of iron plates or hinges. The manholes of all cisterns 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. The cap should be highly serving the purpose of a lock and the warning pipes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perforations each not exceeding 1.5 mm. in diameter. the cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron 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 to 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.



PERMISSION NO. /	
50000	43

COPY TO-ARCHITECT OWNER

Executive Engineer, Building Proposals
 Zones K Wards.

Ref: 583-
BMFP-424-2008-3,000 Forms.

Ex. Engineer Bldg. Proposal (W.S.)
H and K Wards
Municipal Office, R. K. Patkar Marg,
Bandra (West), Mumbai - 400 050.

MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/ 9530

उत्पत्ति/आवक of

3 DEC 2009

COMMENCEMENT CERTIFICATE

ANNEXURE - 4

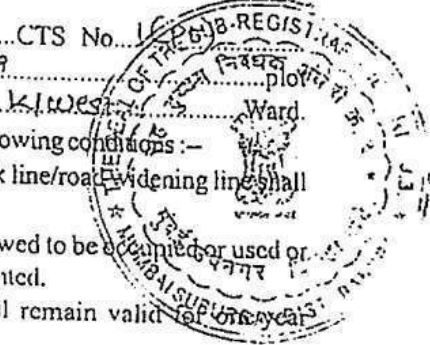
To,
M/s Oshiwara Adarsh
CHS Ltd.

This L.O.D./C.C. is issued subject
to the provision of U.C. and
Zoning and Regulation Act, 1976

Sir,

With reference to your application No. 8579 dated 31/01/09 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building.

To the development work of Prop. bldg.
at premises at Street Link Rd. MHADA village Oshiwara
No. situated at Andheri (W) in K West



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 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 & 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 under 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 of 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 42 of 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. N. S. LALAJI

Executive Engineer to exercise his powers and functions of the Planning

Authority under Section 45 of the said Act.

This CC is valid upto 2 DEC 2010

Commencement certificate is for
to carry out the work upto 31st Dec 2009
as approved plan dt. 23/1/09.

For and on behalf of Local Authority
The Municipal Corporation of Greater Mumbai

N. S. Lalaji
Executive Eng. Building Proposals

(Western Subs.) H/East, H/West & K/East, K/West Wards

Valid up to 2/12/2010 **18 JAN 2010**
 CE/ 9530 /BSII/WS/AK of
 Further C. C. is now extended upto all CE top of 18th floor
 for/upto le. 78.85 mtr height. +OHT +LME as per approved
 plan dr. 21/11/09.
 7/1/10
 E.E.B.P. (WS) K Ward

Valid up to 2/12/2011 **2 FEB 2011**
 CE/ 9530 /BSII/WS/AK of
 Further C. C. is now extended upto top of 21st fl.
 for/upto le. 84.90 mtr height. +LME +OHT as per AP dr. 27/01/11.
 E.E.B.P. (WS) K Ward
 21/1/11

Valid up to 2/12/2011 **28 JUN 2011**
 CE/ 9530 /BSII/WS/AK of
 Further C. C. is now extended upto 26th fl. +LME +OHT
 for/upto le. 107.75 mtr height as per AP dr.
 E.E.B.P. (WS) K Ward
 28/6/11



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" D S A "

ANNEXURE 1

DIVYA SHAI ASSOCIATES
advocates, solicitors and notaries

/2010

DMS/

TO ALL WHOM THESE PRESENTS CONCERN

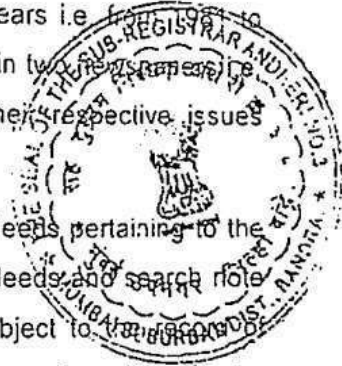
Re: All that piece or parcel of a Plot of Land admeasuring 7033.62 sq. mtrs. or thereabouts bearing Plot No.1 to 180 Survey No 41 (Part), CTS No 1 i.e. 1A (Part) at Oshiwara, Jogeshwari (West), in the Registration District and Sub District of Andheri and Bombay City and Bombay Suburban.

1 We have investigated the title of M/s. Orbit Ventures Developers (the "said Developers") as Developers in respect of the above referred property by causing to take searches in the Office of the Sub-Registrar of Assurances, both at Mumbai and Bandra for 30 years i.e. from 1979 to 2009 and also by causing to publish public notices in two newspapers i.e. Free Press Journal and Mumbai Samachar in their respective issues dated 9th December, 2009.

2 We have also perused the copies of relevant title deeds pertaining to the above referred Property. Upon perusal of the title deeds and search note submitted to us by our search clerk (which is subject to the records of Oshiwara Village being either partly or completely torn condition for the years set out therein) we have to state as follows:

(i) Sometime in the year 1966 Mumbai Housing and Area Development Authority (MHADA) allotted plots to the various persons at Oshiwara Jogeshwari by issuing allotment letters in their favour.

(ii) In the year 1996, all Allottees of the plots formed and registered a society namely Oshiwara Adarsh Co-Operative Housing Society Limited under the provisions of the Maharashtra Co-operative Societies Act, 1960 under registration No.BOMMKW/HSG/(TC)/9295/96 on 15th May, 1996 (hereinafter called "the said Society"). MHADA while giving consent for formation of the society confirmed that Plot Nos.1 to 180 on Survey No.41 (Part), C.T.S. No 1(e 1A)



the various	विविध ? /
letters in their	पत्रों में 48
favour.	सूचक ?

Divya Shai

(All correspondence to be addressed to Head Office)

Head Office: 6, Shagayday Building, 79, Nagindas Master Road, Fort, Mumbai 400 001. Tel: 22675658 : 59, 22624653 Fax: 22624683
Branch Office: 4th Floor, P. B. D. Building, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Divya Shah Associates

(Part), have been allotted to the said Society and also confirmed the names of Allottees as per its record.

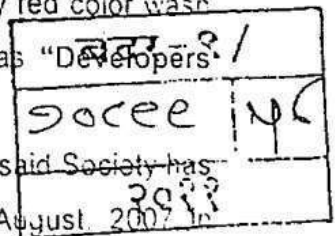
(iii) By an indenture of Lease dated 5th April 2007 (the "said Lease") executed by and between Maharashtra Housing and Development Authority (as "Lessor"/"The Authority") and Oshiwara Adarsh Co-operative Housing Society Limited (as "Society") and duly registered with the Office of Sub-Registrar of Assurances at Bandra under Serial No.BDR-4/2508/2007 the Lessor/Authority therein did thereby demise unto and in favour of the said Society all that piece or parcel of Land or ground situated and lying underneath and appurtenant to Plot Nos.1 to 180 admeasuring 7033.62 sq. mtrs. or thereabouts bearing Survey No.41 (Part), CTS No.1 (Part) at Oshiwara, Jogeshwari (West), in the Registration District of the District and Mumbai City and Mumbai Suburban (the said Plot) for a period of 99 years commencing with effect from 1st June, 1986 for lease rent and on the terms, conditions and covenants set out therein

(iv) Thus, by virtue of the said Lease the said Society became seized and possessed of or otherwise well and sufficiently entitled to the said Plot. The structures on the said Plot were in use and occupation of the members of the said Society (The said Plot and the structures shall hereinafter unless referred independently be collectively referred to as "the said Property").

(iv) At the Special General Body Meeting of the Society held on 11th November, 2006 the Members of the said Society unanimously agreed and approved the offer of the said Developers for redevelopment of the said Property by demolition of the then existing structures and construction of a new buildings on the said Plot for the said Society (the said Society Portion) and a new building for free sale ("Sale Building/ Developers Portion) by

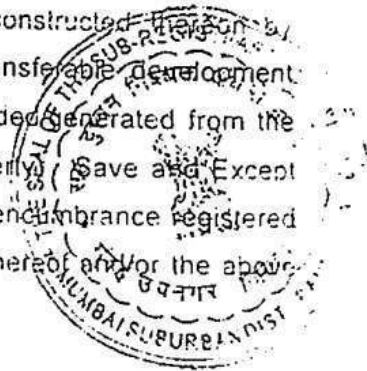
Divya Shah

- consuming the F.S.I as well as TDR/FSI available on the said Property as per the prevailing D.C. Regulation.
- (vi) MHADA by its Letter dated 8th June, 2007 granted its No Objection to the said society for undertaking construction on the said Plot on the terms and conditions more specifically set out therein.
- (vii) By a Development Agreement dated 16th August, 2007 (the said "Development Agreement") executed by and between the said Society and Members of Oshiwara Adarsh Co-operative Housing Society Ltd. (as "Members") and Orbit Ventures Developers (as "Developers") and duly registered with the Office of the Sub-Registrar of Assurances at Bandra under Serial No.BDR-1/7575/2007, the said Society along with its Members granted Development rights in respect of the said Property to the said Developers to construct new building/s on the said Plot by demolishing the then existing structures by utilizing FSI of the said Plot and also by availing FSI by way of Transferable Development Right (TDR) for the consideration and on the terms and conditions set out therein.
- (viii) Under the said Development Agreement, it is agreed that the said Developers shall construct two buildings i.e. one building for the said Society to be constructed on the portion of the Plot shown by blue colour wash on the Plan annexed thereto as Annexure "A" (the Society Building) and another Sale building for the Developers to be constructed on the portion of the Plot shown by red color wash on the Plan annexed thereto as Annexure "B" (as "Developers' Portion").
- (ix) Pursuant to the said Development Agreement, the said Society has also executed a Power of Attorney dated 16th August 2007 in favour of Rajkumar Sharma and Rajen V. Dhruv conferring upon them powers pertaining to redevelopment of the said Property more specifically set out therein.



Divya Shah

3. While perusing of the Search Note, we found that by a Deed of Mortgage/Charge and Hypothecation dated 17th July, 2008 (said Deed) executed by and between the said Developers (as Borrower/Mortgagor) and Punjab National Bank (as Mortgagee/Bank) and registered with the Office of Sub-Registrar of Assurances at Bandra under Serial No.BDR-1/7083/2008, in consideration of the amounts advanced by the Bank, to be repaid by February, 2011 as per the Fourth Schedule to the said Deed on the terms and conditions set out therein, the said Borrower/Mortgagor did thereby create mortgage and charge over sale area of 140000 sq fts or such higher FSI as may be permitted at the said project of residential premises, Adarsh Tower II being constructed on the said Plot together with structures constructed or which may be constructed thereon by utilization of the floor space index (FSI) and transferable development right (TDR) which may be purchased and/ or loaded generated from the said property (therein called the Mortgaged Property) save and except the said Mortgage, we have not found any other encumbrance registered in respect of the Developers Portion and/or part thereof and/or the above referred property.
4. In response to the public notice caused to publish by us we have received one frivolous and untenable objection which has been suitably replied by us by denying contentions raised by the objector
5. We have been informed by the said Developers that save and except the mortgage created by them in favour of the said Bank they have not created any charge and/or otherwise encumbered the said Property and/or Developers Portion and/or part thereof in any manner whatsoever
6. Since in the said Lease Deed there is reference about the Sale Deed executed by MHADA in favour of the Society. In view of the clarification sought by us the said Society executed a declaration dated 9th February, 2010 duly notarized on 15th February 2010 confirming that although there is a reference about the Sale Deed, no such Sale Deed/Conveyance is



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Divya Shah Associates

Divya Shah Associates

executed in favour of the said Society nor the same was extended to be executed and reference of the same is made in the said Lease Deed due to inadvertence. The Society further confirmed that all the members of the Society are re-accommodated in the Societies building and then the developers alone entitled to the sale building/Developers portion.

7. We have issued a report on title dated 23rd February, 2010 to the said developer in respect of the said Property.
8. On the basis of and subject to what is stated hereinabove and subject to the mortgage created in favour of the said Bank and subject to what is stated in the said report on title dated 23rd February, 2010, We hereby certify that the title of M/s. Orbit Ventures Developers as the Developers to develop the said Property and sell the premises in the Developers portion (save and except the Society's Building constructed for the said Society to be allotted to its Members) is clear and marketable and free from encumbrance of any nature whatsoever.

Dated this 24th day of February, 2010.



For Divya Shah Associates

[Handwritten Signature]
Partner

बदर-९/	
१००००	६०

मालमत्ता पत्रक

ANNEXURE - 5

विभाग, माल ... ओशिवरा

तालुका/न. भु. मा. क. ... न. भु. अ. अंधेरी

नगर भूमापन क्रमांक ... प्लॉट नंबर ... क्षेत्र ... धार मापक

जिल्हा -- मुंबई उपनगर जिल्हा ... शासनाच्या अधिकाऱ्यांच्या तपासणीची दिवस पुस्तिका

दिनांक	व्यवहार	पट्टा क्रमांक	माल धारक (धा) पट्टा (प); किरा या (धा)	साक्षात्करण
१४/०५/२००५	भाडेपट्टा करार नोंदणोकृत भाडेपट्टा करार नदर - ४/२५०८/०७ न भू १ अ पैकी म्हाडाकडोळ मजूर अभिन्यास सन १९९४ मधील प्लॉट क्रमांक १ ते १८० क्षेत्र ७०३३.६२ चौ.मी. भाडेपट्टेदार सदरी नाव दाखल केले. भाडेपट्ट्याची मुदत १/६/८९ पासून पुढे २९ वर्षां वारिता		भाडेपट्टेदार ओशिवरा आदरां को. ऑपरेटिव्ह हॉमिंग सोसायटी लिमिटेड (क्षेत्र ७०३३.६२ चौ.मी.)	
१९/३/०८	नोंदणोकृत भाडेपट्टा करार नदर १५/२३५६/०८ दिनांक १९/३/०८ अन्वये न. भू. क्र. १ पैकी १८४१.०० चौ.मी. क्षेत्र दिनांक १/८/९५ पासून ९९ वर्षांचे मुदतीसाठी भाडेपट्टेदाने नाव दाखल केले.		भाडेपट्टेदार ओशिवरा सादिपनी टिचस को. ऑपरेटिव्ह हॉमिंग सो. लिमिटेड (क्षेत्र १८४१.०० चौ.मी.)	
२४/११/९७	नोंदणोकृत भाडेपट्टा करार नदर २४/११/९७ अन्वये न. भू. क्र. १ पैकी २०२३५.८० चौ.मी. क्षेत्र दिनांक ३१/१/९६ पासून ३० वर्षांचे मुदतीसाठी भाडेपट्टेदाने नाव दाखल केले.		भाडेपट्टेदार ओशिवरा मारापुर गाडन को. ओ. हो. लि. (क्षेत्र २०२३५.८० चौ.मी.)	
१/१६/२१/०१	नोंदणोकृत भाडेपट्टा करार नदर १/१६/२१/०१ दिनांक ४/५/०४ अन्वये न. भू. क्र. १ पैकी १८००.०० चौ.मी. क्षेत्र दिनांक २९/६/२००१ पासून ३० वर्षांचे मुदतीसाठी भाडेपट्टेदाने नाव दाखल केले.		भाडेपट्टेदार म. हिन्दो विद्या प्रघर समिती (क्षेत्र १८००.०० चौ.मी.)	
१/६/९५	प्रभाकरा कुठे ओ. हो. सो. लि. यानी स. जि. निबंधक वग २ (अभिनंख) मुंबई उपनगर जि. का यांचेकडोळ नोंदणोकृत भाडेपट्टेदाने १/६/९५ पासून ९० वर्षे या कामावधीसाठी भाडेपट्टेदाने दिन्व्याने पट्टेदार सदरी नावाची नोंद केले.		पट्टेदार प्रभाकरा कुठे का ओ. हो. सो. लि. (१७६०.०० चौ.मी. क्षेत्र)	
१/६/९९	मुंबई हॉमिंग अण्ड एंरिया डेकलपमेंट यानी सहाय्यक दृष्ट्या नि. अंधेरी क्र. १ मुंबई उपनगर जिल्हा यांचेकडोळ नोंदणोकृत भाडेपट्टेदाने १/६/९९ पासून ९९ वर्षांसाठी भाडेपट्टेदाने दिन्व्याने पट्टेदार सदरी नावाची नोंद केले.		पट्टेदार ओशिवरा लिश्रांफिंग को. ऑप. सासायटी लिमिटेड (७६८.३५ चौ.मी. क्षेत्र)	



स्वामिनी - खरी नक्कल -

२२/४/०६
१६/५/०६
१६/५/०६
२४/३/०६
२४/३/०६

न. भू. अ. अंधेरी
मुंबई उपनगर जिल्हा



वर्ष-१/	
२००६	६९
२०११	

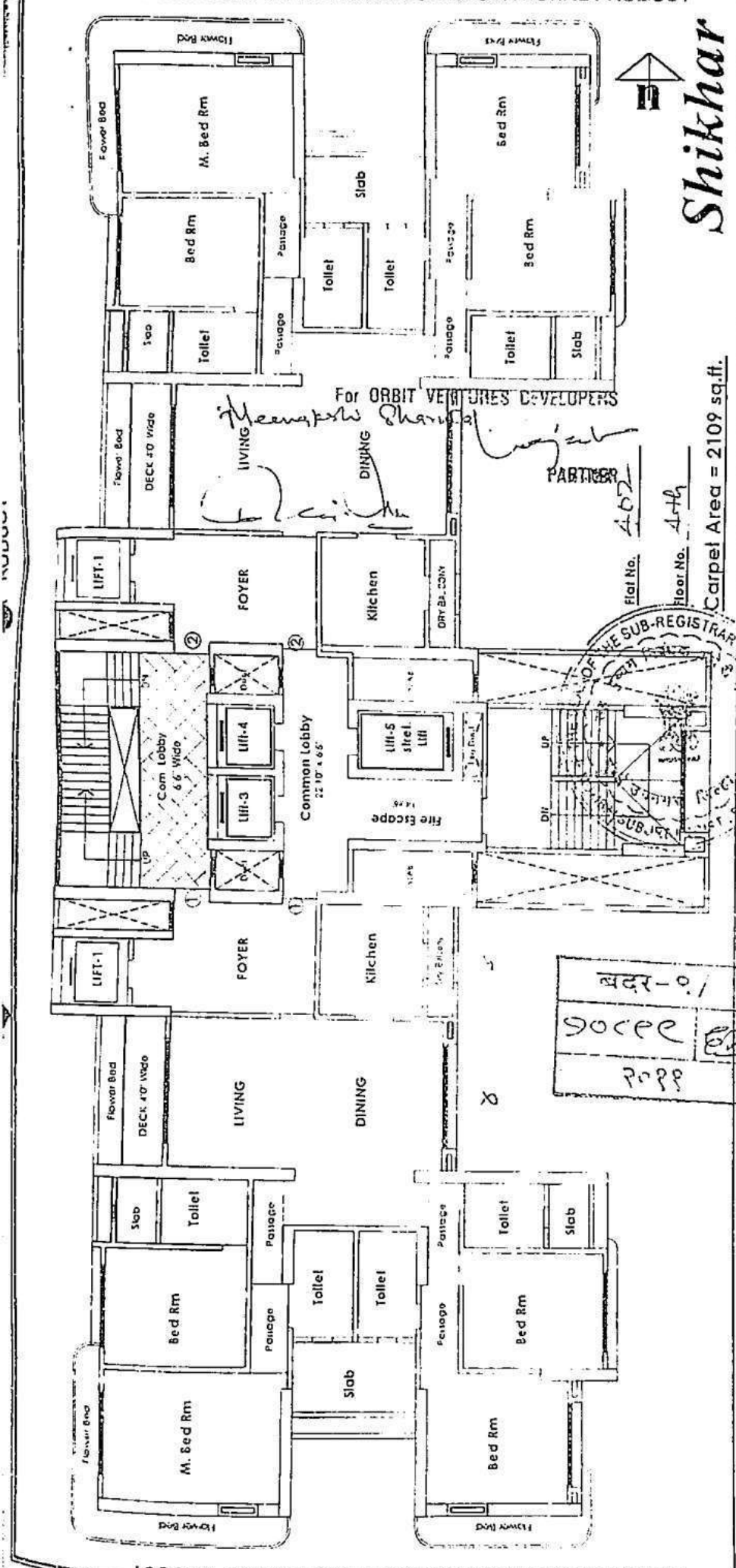
खरी नक्कल
पत्रक भूमापन योजनेच्या
अंधेरी.

ANNEXURE - 7

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

100000

100000



For ORBIT VENTURES DEVELOPERS
Mansukh Shrivastava
Partner

Shikhar



Flat No. 402
 Floor No. 4th
 Carpet Area = 2109 sq.ft.

बदर-०/
 सोफे
 पॉप

PROPOSED APARTMENT BUILDING AT OWSHIWARA, ANDHERI (W) Typical Floor Plan

APARTMENT
 PLUMBING FLOOR
 TYPICAL FLOOR PLAN
 TOWER FOUNDATION
 SCALE: AS SHOWN
 DATE: 10/11/2011
 1/2

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

प्रावृत्ती क.

नोंदणी ३९ म.
Regn. 39 m.

दस्तऐवजाचा/अर्जाचा अनुक्रमांक

दिनांक २७/१०/२०१८ सन २०१८

दस्तऐवजाचा प्रकार--

मुख्यत्थारनामा (अधिप्रापण)

सादर करणाराचे नाव--

राजेश चव्हाण

घाणीनप्रमाणे व: पालाही -

नोंदणी फी

नकल फी (फोटिओ)

प्रत्येक नकल फी

नकल फी (कलम ६५ ते ६७)

गोप्य किंवा निरीक्षण

दंड-कलम

नकल (कलम ५७) (फोटिओ)

नकल (कलम ५७) (फोटिओ)

नकल (कलम ५७) (फोटिओ)

नकल (कलम ५७) (फोटिओ)

नकल (कलम ५७) (फोटिओ)

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वै.की.

बदर-९/२७/१८

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एकूण

नोंदणीकृत डाकेने पोस्टवली जाईल.
 या कार्यालयात येईल.
 सादर करतो.

सादरकर्ता



बदर-९/
 २०१८
 २०१९

2192434 इतर फीची अनुसूची

१. जादा नोंदणी फी अनुच्छेद सतरा किंवा अठरा अन्वये.
२. ज्जवात फी.
३. फाईल करण्याची फी.
अनुच्छेद अकरा अन्वये.
अनुच्छेद वीस अन्वये.
४. मुखत्यारनामा अनुप्रमाणन.
५. गृहभेट फी.
६. सुरक्षित ताबा फी.
७. मोहोरबंद पाकिटांचा निक्षेप.
८. मोहोरबंद पाकिटे उघडणे.
९. मोहोरबंद पाकिटे परत मागे घेणे.
१०. अडत.
११. परिचारिका किंवा स्त्री परिवाराची सेवा.
न्युन आकारित फीची वसुली.
जड संग्रहाच्या वस्तूंच्या विक्रीचे उद्देशाने.
विलेख. इ. च्या नकला पाठविण्यासाठी गर्द.
१५. प्रवात खर्च.
१६. भरता.
दस्तऐवज परत केला.



बदर-९/	
१००००	६५
२०११	

दुय्यम निबंधक

For registration of Development Agreements, Conveyances, Agreement for Sale, Sale Deed, Lease Deed, Transfer Deed, Deed of Confirmation, Leave And License Agreement, Undertakings, Deed of Cancellation, Deed of Rectification, Declarations, Indemnity Bonds, Affidavits, Applications and all other deeds and documents in respect of the above said companies., on behalf of me as well as other Proprietors Directors, Partners of the aforesaid Companies agreed as individual capacity, (hereinafter referred to as the "said Documents").

The said Documents required to be lodged for registration in the office of the Registrar /Sub-Registrar.

I am unable to appear before the Sub- Registrar for registration of the said Documents in respect of the aforesaid Companies as well as personal capacity.

I am therefore, desirous of appointing Mr. NAGENDRA S. AGNIHOTRI having office at Dheeraj Plaza, 4th Floor, Opp. Bandra Police Station, Hill Road, Bandra (West), Mumbai 400 050, as my Attorney to attend the any office of the Registrar /Sub-Registrar Mumbai and other Districts in Maharashtra for registering the Documents on my behalf and which the said attorney has agreed to do.



बदर-९
२०८८ ६०
२०२१

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS

That I am unable to appear before the Sub- Registrar for registration of the said Documents in respect of the aforesaid Companies as well as personal capacity so I hereby nominate, constitute and appoint Mr. NAGENDRA S. AGNIHOTRI to be my true and lawful attorney for the purpose expressed that is to say:

M

AD

1) To present and lodge in the any office of the Registrar/Sub-Registrar of Assurances at Mumbai and other District in Maharashtra, and to register the said Documents i.e. Development Agreements, Conveyances, Agreement for Sale, Sale Deed, Lease Deed, Transfer Deed, Deed of Confirmation, Leave And License Agreement, Undertakings, Deed of Cancellation, Deed of Rectification, Declarations, Indemnity Bonds, Affidavits, Applications and all other deeds and documents in respect of the above said companies and to do all acts and things necessary for effectively registering the said Documents.

2) AND WE DO HEREBY agree to rectify and confirm all and whatever said attorney shall or purpose to do or cause to be done by these presents.

IN WITNESS we have put our hand on this 31st day of

07.

SIGNED, SEALED AND DELIVERED)

By the withinnamed "EXECUTANT")

Mr. RAJEN V. DHRUV)

In the presence of

- 1) *[Signature]*
- 2) *[Signature]*

SPECIMEN SIGNATURE OF DULY)

CONSTITUTED ATTORNE i.e.)

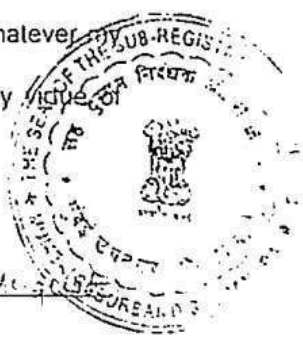
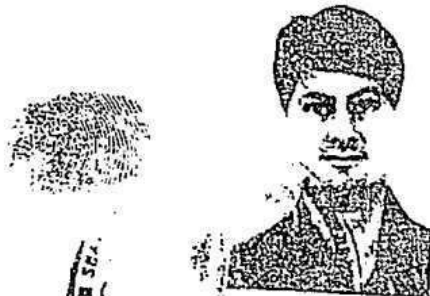
Mr. NAGENDRA S. AGNIHOTRI)

In the presence of

- 1) *[Signature]*
- 2) *[Signature]*

बदर-९/	
१००००	६६
२०११	

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बदर मुक्लारमगा आब गारीब ३१८१०० रोब.
 भा... रजि. नं. सी. झुव.
 भा. प्रसि. नं. ला. नं. र. नं. मा. ला.
 दि. नं. र. नं. (प.) ५०
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 भा. वैभव म. वंछान
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 भा. विवा. विवादी,
 गारीब ३१८१००

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भा. विवा-प्रमाणे
भा. विवा-प्रमाणे



भा. विवा-प्रमाणे
भा. विवा-प्रमाणे

Handwritten signature

सद. मुक्लारमगा निबंधक अंधेरी
मुंबई उपनगर विभा.

बदर-५/
२०११



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घोषणापत्र



मी मनोवृद्ध अमिगहोत्रा याद्वारे घोषित करितो वी, दुय्या
नदधक अश्वी ३ यांचे कायान्यात करारनामा या शिर्षकाचा दरत
नादणीसठे सादर करण्यात आला आहे. श्री अश्वी ३ व ३. यानी C
दि. ३१/११/२००७ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सादर दस्त नोंदणीक
सादर केला आहे / निष्पादित करून कबुलीजवाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार
जानी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही
नयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दवातल ठरलेले नाही.
सादरचे कुलमुखत्यारपत्र पूर्णपणे वेध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे.
सादरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस
मी पात्र राहोम जाची मला जाणीव आहे.

दिनांक १५/१२/२०११

N. S. M. M.
कुलमुखत्यारपत्रधारकाचे नाव
य राहो

बदर-९/	
१०८९९	१००
२०११	



Customer Copy Sr No

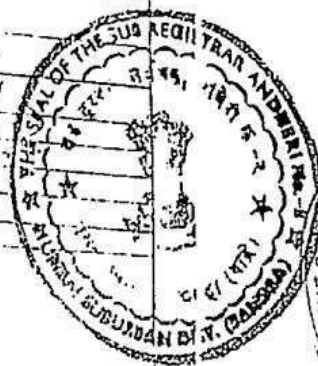
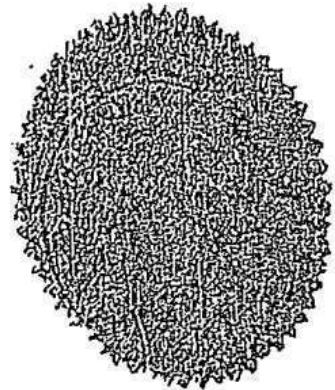
4/12/09 Date 1278
Pay to Acct No 17537200010056-idb bank Ac Stamp duty

Type of Document	
Type of Stamp	Special Adhesive
Franking Value	Rs. 500
Service Charges	Rs. 10
Total	Rs. 510

Name and address of stamp duty paying party
Parul Jain Das
101 Dnyanesh Churn
Bandra - W
Mumbai - 400020

Cheque / DD No.
Drawn on Bank

Signature of Purchaser
DC No. IDB
Franking Stamp
Authorized by BANDRA BRANCH
(Signature & EIN)
Please see the date and counter and
CASH RECEIVED
FROM COUNTER NO
TO 0172



बदर-४/ १५
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बदर-९/ १०८८
१०९९

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Industrial Development Bank of India Ltd
Mumbai-400 050
Durgam Chattri Road,
Mumbai-400 050.
Rajiv Gandhi Centre for
Financial Education
Mumbai-400 050

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENT SHALL COME. I
MRS. MEENAKSHI SHARMA WIFE OF MR. RAJ KUMAR SHARMA
RESIDING AT 601, SALISBURY PARK BUILDING, 82, PALI HILL,
BANDRA (W), MUMBAI: 400050 DO HEREBY SEND GREETINGS:

INDIA
STAMP DUTY
FOR IDBI
91726
151198
R. 00005001
DEC

Mo

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WHEREAS, DURING THE COURSE OF MY BUSINESS OF REAL ESTATE DEVELOPMENT, I AM REQUIRED TO EXECUTE VARIOUS UNDERTAKINGS, INDEMNITY BONDS, AFFIDAVITES, ETC, IN FAVOUR OF THE MUNICIPAL COMMISSIONER OF GREATER MUMBAI AND PUNE/OR/ANY OTHER COMPETENT AUTHORITIES, INCLUDING THE AGREEMENTS FOR SALE AND DEEDS OF TRANSFER,



AND WHEREAS, SUCH DOCUMENTS ARE REQUIRED TO BE REGISTERED WITH THE REGISTERING AUTHORITIES, APPOINTED UNDER THE PROVISIONS OF THE REGISTRATION ACT, 1908

२०११-११/	
१०००८	७२
२०११	

AND WHEREAS, I AM UNABLE TO ATTEND TO ALL SUCH MATTERS PERSONALLY AND THEREFORE, I AM DESIROUS OF APPOINTING MR. RAJ KUMAR SHARMA AS MY TRUE AND LAWFUL ATTORNEY, WHO IS FIT AND PROPER PERSON TO ACT FOR ME AND MY BEHALF, TO DO THE ACTS, DEEDS MATTERS AND THINGS HEREINAFTER MENTIONED.



NOW KNOW YOU ALL AND THESE PRESENT WITHIN THAT I DO HEREBY APPOINT, AUTHORIZE AND CONSTITUTE MR. RAJ KUMAR SHARMA INDIAN HABITANT AGED 55 YEARS RESSIDING AT 601 SALISBURY PARK BUILDING, 82, PALI HILL ROAD, BANDRA (W), MUNBAI: 400 050. AS MY TRUE AND LAWFUL ATTORNEY, TO ACT FOR ME AND ON MY BEHALF, FOR THE PURPOSES EXPRESSED HEREINBELOW:-

(Handwritten signature)

वदर-४/ ११	
११००८	१२
२००८	

TO APPEAR BEFORE THE REGISTERING AUTHORITIES, APPOINTED UNDER THE PROVISIONS OF THE REGISTRATION ACT, 1908. OR ANY OTHER APPLICABLES AND TO PRESENT LODGE FOR REGISTRATION AND ADMIT EXECUTION OF ALL DOCUMENTS, INCLUDING THE AGREEMENTS OF SALE, UNDERTAKINGS, INDEMNITY BONDS, AFFIDAVITS, ETC. SIGNED OR EXECUTED BY ME AND DO ALL THE ACTS AND THINGS NECESSARY FOR EFFECTIVELY REGISTERING ANY SUCH DOCUMENTS.



AND GENERALLY TO DO ALL ACTS, DEEDS MATTERS AND THINGS NECESSARY AND CONCERNING THE AFORESAID REGISTRATION OF THE DOCUMENTS AND WE DO HEREBY FURTHER AGREE TO RATIFY ALL ACTS, DEEDS, MATTERS AND THINGS WHICH MY ATTORNEY MAY DO OR CAUSE TO BE DONE, BY VIRTUE OF THESE PRESENTS, AND THE SAME SHALL BE BINDING UPON ME TO THE SAME MANNER AS IF THE SAME WERE DONE BY ME PERSONALLY PRESENT.

बदर-९/	
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IN WITNESS WHEREOF, I HAVE SET AND SUBSCRIBED MY HAND INTO THIS POWER OF ATTORNEY, ON THIS 2ND DAY OF DECEMBER 2008.



[Handwritten signature]

बदर-८/ IV	
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SIGNED AND DELIVERED BY THE

WITHINNAMFD

MRS. MEENAKSHI SHARMA

Meenakshi Sharma

IN THE PRESENCE OF:-

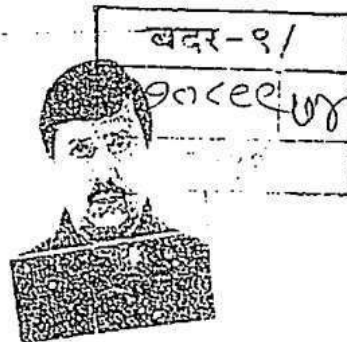
1) P. K. Doshi
[Signature]



2) Suresh Chandra
[Signature]

[Signature]

SPECIMEN SIGNATURE OF
MR. RAJ KUMAR SHARMA



बदर-९/ १०
१०००८
२००८



अनुक्रमांक
WA No. 967226

प्रज्ञ क्रमांक **२८०५८८**

नागरिकत्व **भारतीय**

कुटुंब प्रमुखाचे नाव **राजकुमार**

वय **४५** संपूर्ण पत्ता **सुल्मी**

प्लॉट नं. **६०२**, द. वा. **सुल्मी**

दिल खोला (प) म. **५०**

प्रस्तावित मसुदा केलेले कुटुंबाचे एकत्रित वारिषिक उमेदवारी

गैस वापरत असल्यास नोंदणीकृत ग्राहकाचे नाव

ग्राहक क्रमांक / मिटर क्रमांक **६०७८५०**

गैस विणवकाचे नाव व ठिकाण **राजपाल**

कीर्तविक पुण्यटोपिका
 शिधावाटप क्षेत्र
 मंडळ क्रमांक



कुटुंब प्रमुखार्थी मती किंवा दाय्या
 मसाफ्या अंगठ्याचा टगा

युनिटांची संख्या		निर्गसक	
प्रीम	मुलं	पुनर	अंशस्त/गरी वकी
३	२	८	१
२	०	८	१

पुण्यटोपिका शिधावाटप
 दिव्यादी नाम

२००८	खदर-९/
निर्गसक / पुण्यटोपिका	२००८८ ७६
२०११	

अन्ना. नागरी पुण्यटोपिका मंडळ, मद्रास विभाग



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SURESH B GOTAD

BALOO YASHWANT GOTAD

23/08/1978

Permanent Account Number

AMCPG5333J

Signature



बदर-
११००८
२००८

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SWAPNIL RAMCHANDRA JADHAV

RAMCHANDRA YASHWANT JADHAV

08/08/1985

Permanent Account Number

A10PJ3652K

Signature



बदर-१
२००८ १०८
२०११



बंदर १४
 बंदर क्र 11008/2008
 ११९

बंदर गोषवारा भाग-१

दूरवार्ता निवाराकः
 अंदरी २ (अंदरी)

क्र : 11008/2008

प्रकार : मुख्यावरनामा

अधिकार्याचे नाव व पत्ता

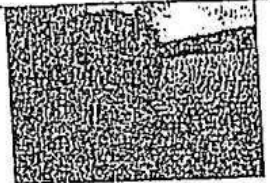
पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

नाम : ...
 पत्ता : ...
 ...

लिहून देणार
 वय ४८
 गृही



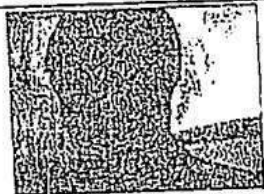
Manoj K. Sharma

अधिकार्याचे नाव व पत्ता

लिहून देणार

वय ३५

गृही



[Handwritten signature]



बंदर-१/
 २०११



घोषणापत्र



मी राजेश्वर शर्मा

याद्वारे घोषित करता की, दुय्यम

निबंधक आहे. श्री ३ यांचे कार्यालयत राजेश्वर शर्मा या शाखेच्या दरत नोंदणीसाठी सादर करण्यात आला आहे. श्री. राजेश्वर शर्मा व ड. यांनी दि. १२/१२/२०११ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून कबुलीजवाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दवातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे बंध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षंस मी पात्र राहिन याची मला जाणीव आहे.

दिनांक - १२/१२/२०११

राजेश्वर शर्मा
कुलमुखत्यारपत्रधारकाचे नाव
व सही

बदर-२/
१०८८८
२०११

Income Tax Department

PKG HD- PRC / 0310 / 18062007 03 / 111
MUM / 199 / 703603000801731111 / 9301924
ORBIT VENTURES DEVELOPERS

ORBIT VENTURES DEVELOPERS,
4TH FLOOR, DHEERAJI PLAZA
1111 ROAD OFF BANDRA FOURTH BANDRA WEST MUMBAI
MAHARASHTRA 400051
TEL NO. 22-26406491

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ORBIT VENTURES DEVELOPERS

05/03/2007
Permanent Account Number
AABFC8307R

(This being a computer generated letter, no signatures are required)

स्थायी खाता संख्या / PERMANENT ACCOUNT NUMBER
ANIPS0904N

नाम / NAME
MEENAKSHI SHARMA

पिता का नाम / FATHER'S NAME
KALYAN DUTT SHARMA

जन्म तिथि / DATE OF BIRTH
02-09-1959

स्थायी / SIGNATURE
Meenakshi Sharma

आयकर अधिकारी, ए.ए. 111
COMMISSIONER OF INCOME-TAX, W.B. 111



स्थायी खाता संख्या / PERMANENT ACCOUNT NUMBER
AQDPS0708G

नाम / NAME
RAJ KUMAR SHARMA

पिता का नाम / FATHER'S NAME
KISHAN LAL

जन्म तिथि / DATE OF BIRTH
05-10-1952

स्थायी / SIGNATURE

आयकर अधिकारी, ए.ए. 111
COMMISSIONER OF INCOME-TAX, W.B. 111

वदर-? /
90000 12
2007



FORM 6
[See Rule 16(1)]

Driving Licence
 MH-05/50413.9300
 Driving Licence No.
 Date of issue 19/9/01
 Name of the Licence Holder
 Mr. Manoj
 Son/wife/daughter of Keshav
 Deshmukh



वर्ग-१/
 90000
 ₹.



FORM 6
[See Rule 16(1)]

Driving Licence
 MH-05/4266/9105
 Driving Licence No.
 Date of issue 19/9/05
 Name of the Licence Holder
 Rohar
 Mathkar
 Son/wife/daughter of
 Chandrakant

15/12/2011

दुय्यम निबंधक:
अहोरी (अहोरी)

दस्त गोषवारा भाग-1

वदर9

दस्त क्र 10899/2011

4 17:54 pm

दस्त क्रमांक : 10899/2011

दस्ताचा प्रकार : करारनामा

नु. क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा टसा

1) नाव मिनाम अर शर्मा जो मुखरार राजकुमार शर्मा
व हे उक्त करीता
पत्ता घर/फ्लॅट न. 801 . 8 वा मंज . गान्धू पाली
विल्डींग एरिगल प्लॅट सी एच एस पधो पि.दा.पु.सी
पालेर पाली हिल

लिहून घेणार

वय 59

सही



93076-276970

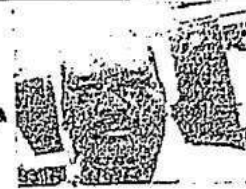


2) नाव मे अंकिट वेचरत डेक्स चे भागीदार राजेन व्ही धुध
तर्फे मुखरार नगेंद्र अग्निहोत्री
पत्ता घर/फ्लॅट न. धिरज प्लाझा, हिल रोड वाद्रा प मुं
50 AABFO6307R
गन्ती/रस्ता : +
ईमारतीचे नाव :
इंनार

लिहून देणार

वय 39

सही



खदर-९/
१०३९/८८
२०११

दस्त गोषवारा भाग - 2

बदर 9

दस्त क्रमांक (10899/2011)

दस्त क्र. [बदर-10899/2011] का गोषवारा
वाजारा मुला 18049163 गोषवारा 50000000 भरलेले मुद्रांक शुल्क 2482600

दस्त हजर केल्याचा दिनांक : 15/12/2011 04:11 PM

निष्कादनाचा दिनांक : 14/12/2011

दस्त हजर करणा-याची ओळी

[Handwritten signature]

पावले क्र. 10918 दिनांक: 15/12/2011
पावले व वर्णन
नांव: भिनाधी आर ग्रामां तर्फे मुख्यालय राजकुमार
शर्मा व हे स्वतः करीता

30000 : नोंदणी फी
1700 : नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (अ. 11(2)),
रजवात (अ. 12) व छायाचित्रण (अ. 13) -
एकत्रित फी

31700 : एकूण

दु. निबंधकाची सही: अंधेरी 3 (अंधेरी)

दस्ताचा प्रकार : 25) कर्णनामा
शिक्षण क्र. 1 ची वेळ : (सादरीकरण) 15/12/2011 04:11 PM
शिक्षण क्र. 2 ची वेळ : (फों) 15/12/2011 04:16 PM
शिक्षण क्र. 3 ची वेळ : (कतूती) 15/12/2011 04:17 PM
शिक्षण क्र. 4 ची वेळ : (ओळख) 15/12/2011 04:17 PM

दस्त नोंद केल्याचा दिनांक : 15/12/2011 04:17 PM

अं.ळख
खालील इलम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीस ओळखतात,
व त्याची ओळख पटवतात.

1) नमूद देशमुख - घर/प्लॉट नं: देणा/ग्रामाणे
मल्ल/रस्ता:-
इमारतीचे नाव:-
इमारत नं:-
पेट/वसाहत:-
शहर/गाव:-
तालुका:-
पिन:-

2) रोहन मटकर - घर/प्लॉट नं: सादर
मल्ल/रस्ता:-
इमारतीचे नाव:-
इमारत नं:-
पेट/वसाहत:-
शहर/गाव:-
तालुका:-
पिन:-

Momcy



बदर-९/
१०८९९/१५

प्रमाणित करणेत येते की, या
दस्तामध्ये एकूण.....पाने आहेत.

सह दुय्यम निबंधक, अंधेरी क्र. १,
मुंबई उपनगर जिल्हा.

दु. निबंधकाची सही
अंधेरी 3 (अंधेरी)



बदर-९/ १०८९९/२०११
पुस्तक क्रमांक १, क्रमांक.....वर
नोंदला. 15 DEC 2011
दिनांक :

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