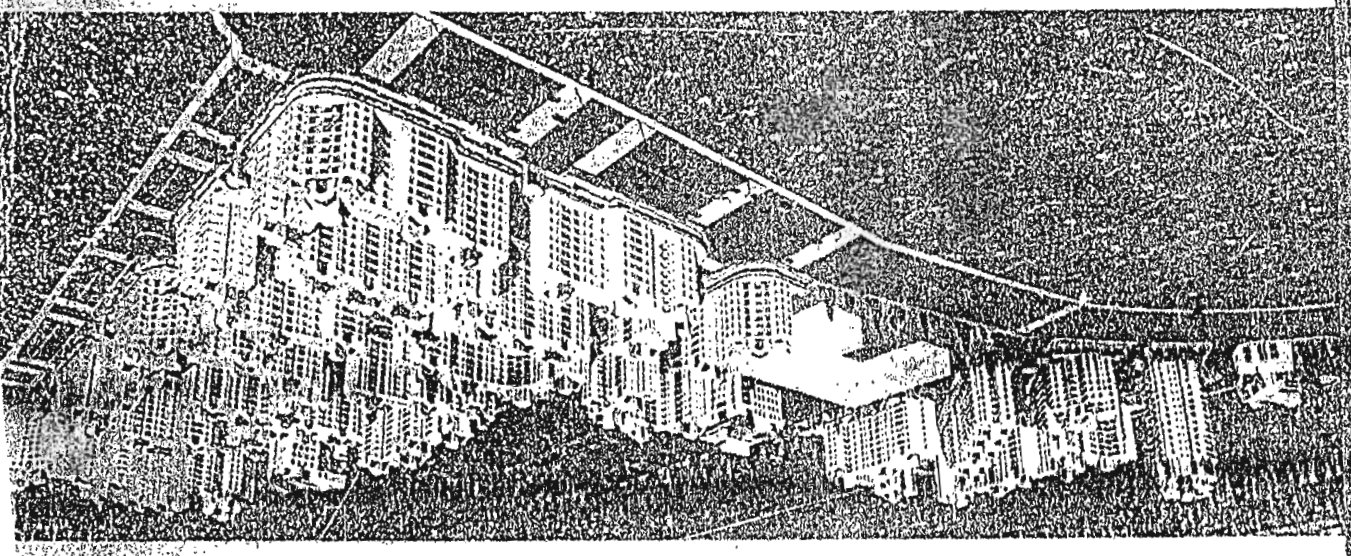


EVERSHINE'S MILLENNIUM PARADISE  
Thakur Village, Kandivalli (E), Mumbai-400 101.

Flat / No. 601 on 6<sup>th</sup> Floor  
in A Wing of 02 building in 'MARS'

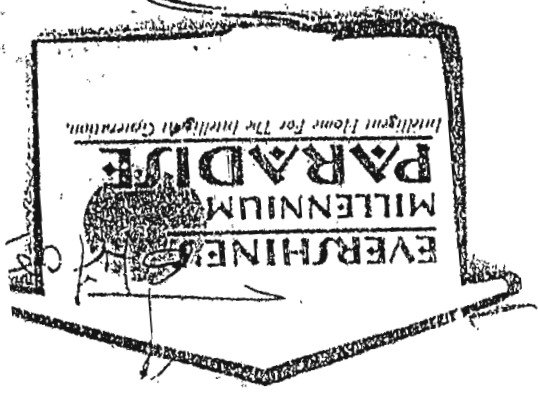
AGREEMENT FOR SALE OF



ECONOMY FLAT

Issued V.P.A.S.

6 / 4-1-03



21/01/03

S.R. 63  
8-9-81

Chain Paperment - EVERSHINE

शासन परिपत्रक क्रमांक. २०००/९४/प्र.अ. २५/५-१, दि. २४/३/२०००.

### GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023.

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No. : 41859

Receipt Date : 24-DEC-02

Received From : VIJAY SHANKAR R MISHRA

On Account of : SALE OF STAMPS

Counter No. CNT-2

Mode of Payment	DD/PO/CHO/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
DD	512338	23-DEC-02	CANARA BANK (CAB)	0	32650

DELIVERED



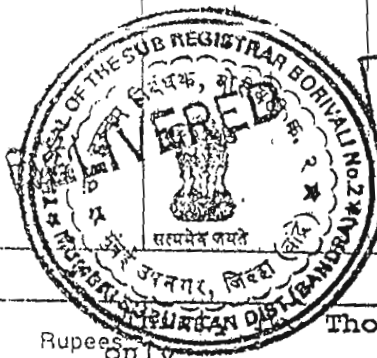
Case No. :

Lot No. :

Lot Date :

Total D. O. :

Sr. No.	Description of Stamps / Franking	Quantity	Denomination	Amount (In Rs.)
1	SPECIAL ADHESIVE	1	32650	32650
Total :				32650



बंदर-५  
११४/१९  
२००३

Rs. : 32650

Rupees Only

Thousand Six Hundred Fifty

Cashier / Accountant

C. G. SHARKE

Sub Registrar, Bandra Designation

Mumbai Computer Forms Pvt. Ltd. MFC, Reg. No. 26, Reg. No. 26, Tel. (022) 24121400, Fax: (022) 24121401



Monday, January 06, 2003

11:28:12 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 119

दिनांक 06/01/2003

गावाचे नाव पीयूस्वर

दस्तावेजाचा अनुक्रमांक

वदर 5 - 00114 - 2003

दस्तावेजाचा प्रकार

करारनामा

सादर करणाराचे नाव: विजयशंकर रामजित मिश्रा

नोंदणी फी

:- 8990.00

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

:- 1220.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) - एकत्रित फी (61)

एकूण रु.

10210.00

आपणास हा दस्त अंदाजे 11:39AM ह्या वेळेस मिळेल

तह दुः

पीवली-  
दुय्यम निबंधक  
मुंबई-२ (कनिष्ठ)

बाजार मुल्य: 682823 रु.

मोबदला: 898080 रु.

भरलेले मुद्रांक शुल्क: 32670 रु.

32,650/-

VITAYSHANKAR RAMJEET MISHRA

# ECONOMY FLAT AGREEMENT FOR SALE

2  
11859

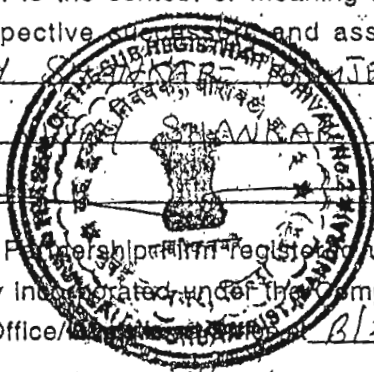
Rs. 32650/- Rs. 32650/- for Handled  
Sip dtd 24/12/2002  
Fifth only

*Rachha*

ARTICLES OF AGREEMENT made at Mumbai, this 30<sup>th</sup> day of Dec., In the year Two Thousand 2002 Between,

M/s. Evershine Builders Pvt. Ltd. a Private Limited Company incorporated under the Companies Act, 1956 and having its Registered Office at 215, Veena Beena Shopping Centre, Guru Nanak Road, Bandra (West), Mumbai - 400 050 and M/s. Bombay Real Estate Development Company Private Limited also Private Limited Company incorporated under the Companies Act, 1956. having its Registered Office at Noshirwan Mansion, 3rd Floor Henry Road, Colaba, Mumbai - 400 005 hereinafter collectively referred to as "Joint Developers" and hereinafter individually referred to as "Evershine" and "BREDCO" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective partners and assigns) of the One Part Mr. J. VITAY SHANKAR RAMJEET MISHRA and MRS. RADHA SHANKAR MISHRA

*Rachha*



of Indian Inhabitant/a Partnership firm registered under the Indian Partnership Act, 1932/ a Company incorporated under the Companies Act, 1956 and having his /her/their address/Office/ B/22/404, Sardar

Chaudhary nagar, Thakur-Complex,  
Kandivall (E) Mumbai - 101

*Rachha v. Mishra*

बदर-५  
१११/१२  
२००३

*Stambh*  
S. V. Tambulkar  
Proper Officer,  
General Stamp Office

GENERAL STAMP  
INDIA  
Rs. 0032650  
0505 SPECIAL REGISTER  
188091 DEC 24 2002  
FORTH TOWN HALL  
MUMBAI

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/its heirs, executors, successors, administrators and permitted assigns or all present partners for the time being of the firm, their survivor or survivors, heirs, executor, administrators and assigns) of the Other Part;

Whereas by and under a duly registered Deed of Conveyance dated 24th July, 1951 (registered with the Sub-Registrar of Assurances at Mumbai under Registration No. 4212 of volume No. 1 on 17th November, 1951) Nanabhoy Byramjee Jeejeebhoy as Owner conveyed unto Byramjee Jeejeebhoy Pvt. Ltd. (formerly known as Byramjee Jeejeebhoy Ltd.) (hereinafter referred to as "B.J.P.L.") land admeasuring 972 acres and 8.25 Gunthas or thereabouts situate at Revenue Village of Palsar, then in Thane District in the Island of Salsette, Taluka Borivalli, Mumbai Suburban now in Brihanmumbai (hereinafter referred to as "the larger land");

And Whereas by an Agreement dated 29th June, 1982 expressed to be made between B.J.P.L. as the Owner and BREDCO as the Developer, BREDCO acquired development rights, inter alia, in respect of the larger land on the terms and conditions specified in the said Development Agreement;

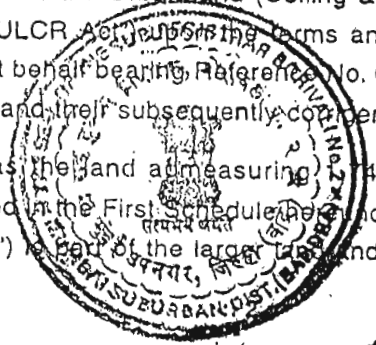
And Whereas by virtue of Consent Terms dated 21st December, 1988 filed in the High Court, Mumbai in the Company Petition No. 868 of 1988 by Byramjee Nanabhoy Jeejeebhoy (son of Nanabhoy Byramjee Jeejeebhoy) & Ors. as the Petitioners of the one Part, and B.J.P.L. and Nanabhoy Jeejeebhoy Pvt. Ltd. & Ors. as the Respondents of the Other Part, the said larger land, inter alia, that is, alongwith the other lands became vested in Nanabhoy Jeejeebhoy Pvt. Ltd., without any further act or deed as per Clause 7 of the said Consent Terms;

And Whereas BREDCO paid the full consideration monies to B.J.P.L. and obtained from Nanabhoy Jeejeebhoy Pvt. Ltd. (being the successor-in-title of B.J.P.L.) and Irrevocable Power of Attorney dated 29th February, 1989 in its favour to fully deal with the properties particularly described in the said Power of Attorney (which said properties also includes the said land more particularly described in the First Schedule hereunder written) and which Irrevocable Power of Attorney has been fully stamped under the Bombay Stamp Act, 1958 as if the same was a Conveyance;

And Whereas in the premises BREDCO became fully entitled to develop the said larger land and dispose off the same alongwith the buildings to be constructed thereon and sell transfer and alienate Flats and other premises therein on such terms and conditions as BREDCO deemed fit and proper and execute such Conveyance and/or Conveyances and other documents in respect of, inter alia, the larger land and/or portions thereof and the buildings to be constructed thereon;

And Whereas BREDCO obtained the sanction and approval for development of the larger land under the Urban Land (Ceiling & Regulation) Act, 1976 (herein referred to as "the ULCR Act") upon the terms and conditions mentioned in the Order passed in that behalf bearing Reference No. C/ULC/D-III/22/4018 and dated 20th October, 1989 and the subsequently corrigendums issued time to time;

And Whereas the land admeasuring 14,718.43 Square Meters more particularly described in the First Schedule hereunder written (hereinafter referred to as "the said land") is a portion of the larger land and the said land is situated at



*Wom*  
*Rachha*

997	13
2903	

separate property the same having been segregated by appropriate Order of Subdivision in respect of the larger land;

And Whereas there were various reservations for school, garden, hospital, etc. affecting the said land but BREDCO at its own cost and expenses had got the same shifted to the other portions of the adjoining properties (vested in BREDCO) whereby the said land is now free from all reservations or acquisitions for public purposes except those portions shown in the Plan and described in the First Schedule hereunder written;

And Whereas Thakur Brother Agriculture Farm (hereinafter referred to as "the said Firm") had made a claim to adverse possession of part of the larger land including the said land and the dispute between BREDCO and the said Firm was eventually amicably settled and the terms of the settlement were recorded in a Memorandum of Understanding dated 6th October, 1986 made by and between BREDCO of the One Part and the said Firm of the Other Part as modified and confirmed by the Supplemental Memorandum of Understanding dated 29th January, 1992 made by and between the same parties;

And Whereas several buildings can be constructed on the said land having aggregate built-up-area of 20,00,000 Square Feet (approximately) by utilizing thereon not only the Floor Space Index (F.S.I.) available in respect of the said land but also the F.S.I. of other lands of BREDCO reserved for public purpose as may be available by way of Transfer of Development Rights (T.D.R.) in accordance with the provisions of the Development Control Regulations for Greater Mumbai (the F.S.I. of other lands to be so obtained by way of T.D.R. is herein referred to as "T.D.R.");

And Whereas by an Agreement dated 22nd December, 1999 made by and between BREDCO as Owner of the One Part, Evershine as Joint Developer of the Second Part and the Evershine agreed to jointly develop the said land more particularly described in the First Schedule hereunder written in the name of "Evershine's Millennium Paradise" on terms and conditions therein mentioned;

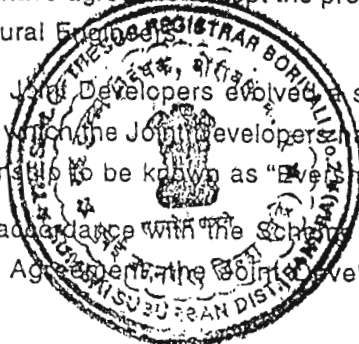
And Whereas the said Firm as Confirming Party to the Development Agreement gave its specific consent to the joint development of the said land by BREDCO and Evershine on terms and conditions therein mentioned, without obstruction, hindrance or interference;

And Whereas the Joint Developers have appointed M/s. H.A. Mehta as Architect (hereinafter referred to as "the Project Architects") registered with the Council of Architects and the said appointment is as per the duties prescribed by the Council of Architects;

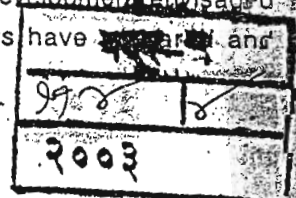
And Whereas the Joint Developers have also appointed M/s. Mesacon Consulting Engineers Pvt. Ltd. and Shah Gattani Consultants as Structural Engineers for the preparation of the Structural designs and drawings of the buildings and the Joint Developers have agreed to accept the professional supervision of the Architects and the Structural Engineers;

And Whereas the Joint Developers evolved a scheme for Development of the said land pursuant to which the Joint Developers have agreed to construct and set up a Residential Township to be known as "Evershine's Millennium Paradise";

And Whereas in accordance with the Scheme of Development envisaged under the Development Agreement, the Joint Developers have prepared and



*Chm*  
Radha



submitted through their Architects a Lay-out and a Building Proposal to the Mumbai Municipal Corporation ("M.M.C.") for the said predominately Residential Township on the said land;

And Whereas under the Scheme of Development the Joint Developers will be constructing on the said land a total of about twenty buildings in five Phases, namely Sector I, Sector II (Part A), Sector II (Part B) Sector II (Part C) and Sector III (hereinafter referred to as "Phase I, Phase II, Phase III, Phase IV and Phase V") respectively;

And Whereas the M.M.C. HAS SANCTIONED A LAYOUT BEARING No. CHE/1808/LOR and Intimation of Disapprovals has been issued under No. CHE/A-2140/BP(WS)/AR, CHE/A-2141/BP(WS)/AR, CHE/A-2142/BP(WS)/AR, CHE/A-2143/BP(WS)/AR all dated 4th July 2001 for building No.1,2,3,4 on Sector-I respectively;

And Whereas presently the Joint Developers have commenced construction of buildings under Sector-I comprising Four Buildings with 17 (Seventeen) Wings;

And Whereas by virtue of the Development Agreement (i) the construction of all the buildings on the said land (ii) the setting up of the Infrastructure (iii) the marketing and sale of the Flats, Shops, Parking Areas, the Recreational Area and other premises has been entrusted to Evershine on behalf of Evershine's Millennium Paradise with right to Evershine to receive and collect sale and other proceeds from Purchaser/s and apply the sale proceeds in accordance with the provisions of the said Agreement;

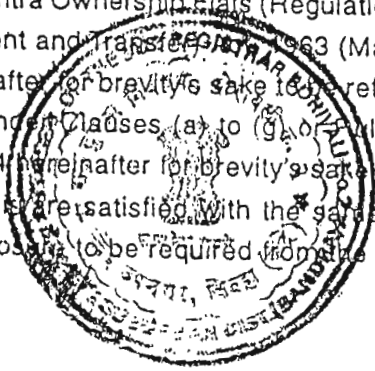
And Whereas the Joint Developers have obtained the Certificate of Title to the said lands from M/s. M.T. Miskita & Co., Advocates & Solicitors and a printed copy of the title Certificate is hereto annexed and marked Annexure 'A';

And Whereas the Purchaser/s having familiarised himself/ herself/ themselves/itself with the Scheme of Development of the said land and has approached the Joint Developers for Purchase of Flat/ ~~Shop~~ being Flat/ ~~Shop~~ No. 601 on the 6<sup>th</sup> floor of A Wing "—" in the Building known as "MARS" being part of Sector-I

*Om*  
*Rachha*

And whereas the Purchaser/s confirm/s that the Joint Developers have given full, free and complete inspection of the documents of title in respect of the said land including the Agreement referred to hereinabove and the said Orders, and I.O.D's etc. and Purchaser/s confirm/s that he/she/they/its has/have entered into this Agreement after inspecting the aforesaid documents/Orders;

And Whereas the Purchaser/s hereby confirm/s that the Joint Developers have produced for inspection of all information and documents and have made full and true disclosure of all the items covered under Clauses (a) to (k) of Sub-Section 3 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (Maharashtra Act No. XLV of 1963) as amended hereinafter for brevity's sake referred to as "the said act" as well as items covered under Clauses (a) to (g) of Rule 4 of the Maharashtra Ownership Flats Rules, 1964 hereinafter for brevity's sake referred to as "the Said Rules" and the Purchaser/s is/are satisfied with the same and has/have no further or other information disclosure to be required from the Joint Developers;



*Om*  
*Rachha*

पत्र-५
११४/५
२००३

Om  
achha  
(Signature)

And Whereas the Purchaser/s has/have agreed to purchase the flat/Shop No. 601 on the 5<sup>th</sup> floor of Wing "A" of the Building No. 02 known as "MARS" presently under construction on a portion of the said land more particularly described in the First Schedule hereunder written with full knowledge of the terms and conditions on which the Building Plans have been sanctioned by the M.M.C. and the provisions of the said Agreement;

And Whereas the parties hereto are required to execute an Agreement in respect of the allotment and sale of the said Flat/Shop, Namely, these presents;

**NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-**

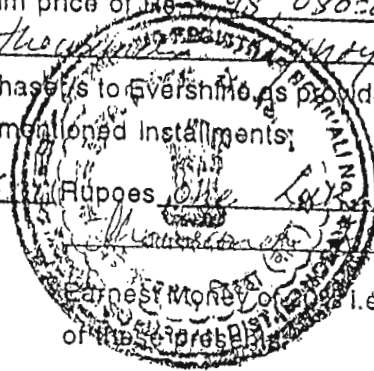
1. The Joint Developers shall under normal circumstances construct a Residential Township to be known as "Evershine's Millennium Paradise" on the said land in four/five phases (to be determined by the Joint Developers) in accordance with the Building Plans and Specifications sanctioned and to be sanctioned by the Concerned Authorities including the Municipal Corporation of Greater Mumbai vide I.O.D. No. CHE/A-2140/BP(WS)/AR, CHE/A-2141/BP(WS)/AR, CHE/A-2142/BP(WS)/AR, CHE/A-2143/BP(WS)/AR all dated 4th July 2001 as may be amended, modified or varied as the Joint Developers may consider necessary or as may be required to be modified or amended by the M.M.C. or other concerned Authority. The Purchaser/s hereby agrees and irrevocably authorise/s the Joint Developers to carry out such modifications and changes to the Building Plans or to prepare and submit to the M.M.C. a revised building proposal/plans. This shall be deemed to be consent granted by the Purchaser/s to the Joint Developers under Section 7 of the Maharashtra Ownership Flats (Regulation of the Promotion Of Construction, Sale, Management and Transfer) Act, 1963. Provided however, that if such modifications and changes, increase or decrease the area of the Flat/Shop agreed to be sold to the Purchaser/s, the Joint Developers utilising balance/additional FSI/TDR in the construction of additional structures/floors as provided hereinafter;

Om  
Rachha  
(Signature)

2. Evershine shall sell and the Purchaser/s shall purchase the said Flat/Shop No. 601 on the 5<sup>th</sup> floor of Wing "A" (hereinafter referred to as "the said Wing") in the Building No. 02 to be known as "MARS" (hereinafter referred to as "the said Building") admeasuring 341 Square <sup>feet</sup> ~~square~~ (Carpet-area inclusive of balconies) as per floor Plan hereto annexed) (hereinafter referred to as "the said Premises") at or for the lumpsum purchase price of Rs. 8,98,080.00 (Rupees Eight Lakh Eighty Eight Thousand Eighty Only) inclusive of the value of the Amenities described in the Second Schedule hereunder written;

3. The said Lumpsum price of Rs. 8,98,080.00 Rupees Eight Lakh Eighty Eight Thousand Eighty Only) Shall be paid by the Purchaser/s to Evershine as provided in the Joint Development Agreement in the Undermentioned Installments;

(i) Rs. 1,79,616.00 (Rupees One Lakh Seventy nine Thousand Six hundred Sixteen only)



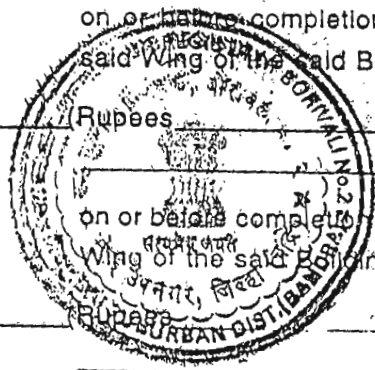
Earnest Money of 20% i.e. on or before the execution of the agreement

Om  
Rachha  
(Signature)

वसुधै-कुर्वन्-कुतः  
998 | 8  
2003



- (ii) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
\_\_\_\_\_ on or before completion of Plinth of the said Building.
- (iii) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
\_\_\_\_\_ on or before completion of First floor slab of the said Wing of the Said Building.
- (iv) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
\_\_\_\_\_ on or before completion of Second floor slab of the said Wing of the Said Building.
- (v) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
\_\_\_\_\_ on or before completion of third floor slab of the said Wing of the said Building.
- (vi) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
\_\_\_\_\_ on or before completion of fourth floor slab of the said wing of the said Building.
- (vii) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
\_\_\_\_\_ on or before completion of fifth floor slab of the said wing of the said Building.
- (viii) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
\_\_\_\_\_ on or before completion of sixth floor slab of he said Wing of the said Building.
- (ix) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
\_\_\_\_\_ on or before completion of seventh floor slab of the said Wing of the said Building
- (x) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
\_\_\_\_\_ on or before completion of Eighth floor slab of the said Wing of the said Building.
- (xi) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
\_\_\_\_\_ on or before completion of Ninth floor slab of the said Wing of the said Building.
- (xii) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)



*Handwritten signature*  
Rachha

बदर-५	
९९४	U
२००३	

on or before completion of walls of the said wing of the said Building.

(xiii) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

on or before completion of Internal Plaster of the said Wing of the said Building.

(xiv) Rs. 6,73,560-00 (Rupees Six Lakh Seventy Three Thousand Five hundred Sixty only)

Om  
Rachna

on or before completion of flooring/tiling of the said Wing of the Sald Building.

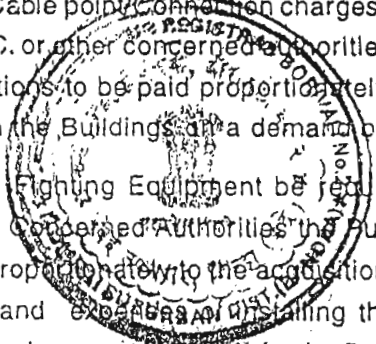
(xv) Rs. 44,904-00 (Rupees Forty Four Thousand nine hundred four only)

upon completion of the said Flat/Shop.

It is agreed and clarified that :

It is agreed by and between the parties that :

- (a) All cheques towards payment of the purchase price and the other amounts and Deposits payable by the Purchaser/s shall be by account payees cheques drawn in favour of "EVERSHINE COMBINE" and shall be upon encashment be deemed to be received by the Joint Developers;
- (b) The lumpsum purchase price Includes the undivided interest in the land which land the Joint Developers shall convey and transfer in accordance with these presents;
- (c) The lumpsum purchase price is inclusive of amenities and facilities described in the Second Schedule hereunder written and the fittings, fixtures and amenities to be provided in the Flats as per details in second schedule hereto and that the apportionment of the proportionate price of common amenities is notional and the same is not subject to change even if the percentage of undivided share of the said Flat/Shop in the common areas and facilities Increase or decrease, the intent of the parties being that the said Flat/Shop are sold to and purchased by the Purchaser/s with all the appurtenant rights for a lumpsum cost;
- (d) The lumpsum purchase price is exclusive of Electricity/Water/Telephone/Cable point/Connection charges/service as payable or paid to the M.M.C. or other concerned authorities or agencies as per Rules and Regulations to be paid proportionately by all the Purchaser/s of Flat/Shop in the Buildings on a demand by Evershine;
- (e) Should Fire Fighting Equipment be required to be provided in the Complex by Concerned Authorities the Purchaser/s shall be liable to contribute proportionately to the acquisition cost of such Fire Fighting Equipment and to the cost of installing the same in addition to the lumpsum purchase price payable by the Purchaser/s the proportionate



Om  
Rachna

बदल-4  
992  
२००३

amount payable by the purchaser/s shall be paid directly to Evershine upon receipt from Evershine of an appropriate intimation to this effect;

4. The purchaser/s confirm/s having inspected the original Title Certificate issued by M/s. M.T. Miskita & Co. and the Purchaser/s further confirm/s that the copy annexed hereto is the true copy of the original certificate inspected by the Purchaser/s. The Purchaser/s accept/s the said Title Certificate and agree/s not to raise any further or other requisitions or objections to the title of the beneficial Owner or Joint Developers to the said land;

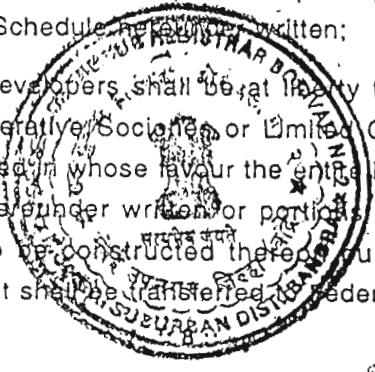
5. (a) The construction of said Twenty Buildings, and other structures upon the land is being sanctioned by the Municipal Corporation of Greater Mumbai on the basis of the aggregate of the F.S.I. of about 20,00,000 Square Feet as attributable to the said land inclusive of T.D.R. permissible under the Development Control Regulations for Greater Mumbai, 1991, as aforesaid. The Purchaser/s hereby declare(s) that if at any time prior to the execution of the Deed of Conveyance/Lease as provided in this Agreement, the F.S.I. (at present applicable to the said land) remains partly unutilised or the same is increased due to any change or modification in the D.C. Regulations or under any other laws D.C. Regulations or Rules, the benefit thereof shall vest in the Joint Developers alone and exclusively, without the Purchaser/s being entitled to claim any rebate or right in any manner in respect thereof. It is expressly agreed and declared as an essential and integral term and condition of this Agreement and of the title to be created (in respect of the said land described in the First Schedule hereunder written and of the Buildings to be put up thereon) in pursuance of this Agreement that;

(b) The Joint Developers shall be entitled to use any additional F.S.I. for the land and/or the compensatory F.S.I. (in lieu of the aforesaid area falling within the D.P. Road and /or R.G. which will require to be handed over to the M.M.C.) Slums or otherwise as may be permitted by M.M.C. to be constructed on the said land;

(c) The entire T.D.R. and/or other benefits (including compensation) that may be granted by the M.M.C. and/or other bodies or authorities in respect of any portion of the said holding shall belong to the Joint Developers alone. It is expressly clarified that neither the Purchaser/s nor the Society is to have or claim any interest and/or share in such TDR and/or compensation in respect of the area out of such holding;

(d) The Joint Developers shall be entitled to put up and/or make available (and dispose off on their own account) the enclosed garages (if permitted by the M.M.C. in the compound) of the said land described in the First Schedule hereunder written;

(e) The Joint Developers shall be at liberty to decide whether one or more Co-operative Societies or Limited Company shall be formed and registered in whose favour the entire land described in the First Schedule hereunder written or portions thereof together with the Buildings to be constructed thereon pursuant to the Scheme of Development shall be transferred to a Federal Society;



बदर-५  
११४ | ६  
२००३

*Reckner*

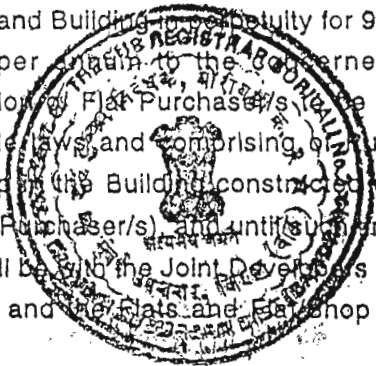
(f) The Joint Developers shall have the discretion to execute a Deed Of Conveyance of the said land and the buildings thereon in favour of the Federal Co-operative Society of which each of the Societies shall become members and the said Federal Society shall, upon the execution of the Deed of Conveyance, execute leases in perpetuity that is, for 999 (nine hundred and ninety nine) years at a nominal annual rent of Re. 1/- (Rupees one Only) in favour of each such member Society with absolute rights and authority to each Society to deal with, dispose of, develop, transfer, assign its leasehold interest without having to take prior permission of the Federal Society. In the event of the formation of the Federal Society the Infrastructure and amenities and Facilities shall be managed and maintained by such Society and the Corpus Fund will be transferred in accordance with the provisions of these presents;

(g) The Purchaser/s or any of the purchaser/s of flats and other Flat/Shop, or Co-operative Society, or Limited Company, or Association of Flat Purchaser/s as and when formed and registered shall not be entitled to object or obstruct the utilisation of any such F.S.I./T.D.R. in the construction of additional floors upon Towers or the construction of any additional Buildings and/or structures as aforesaid or the sale of flats and their Flat/Shop on such additional floors or Towers, or structures to prospective purchaser/s on such terms and conditions and for such consideration as the Joint Developers may deem fit;

6. It is expressly agreed between the Joint Developers and the Purchaser/s that the said Flat/Shop shall be utilised for residential/shopping/non residential and garages/car parking space/area covered, shall be used only for parking vehicles, pertaining to the Purchaser/s and for no other purpose or purposes whatsoever. The Purchaser/s agree/s not to change use of the said Flat/Shop without prior consent, in writing of the Joint Developers, which the Joint Developers will be entitled to refuse, if they so desire. Any unauthorised change of user by the Purchaser/s shall render this Agreement void/voidable and the Purchaser/s in that event shall not be entitled to any such right arising out of this Agreement;

7. The parties hereto hereby agree and declare as follows:-

(a) The possession of the said Flat/Shop shall be given by the Joint Developers to the Purchaser/s subject to the Building Occupation Certificate in respect of the Said Building in which the Flat/Shop are situate being issued by the concerned local body or authority, but in any case upon the execution of the Deed/s of Conveyance/Lease of the said land together with the Buildings constructed thereon in favour of the Federal Society and the Federal Society shall grant a lease of the land and Building in perpetuity for 999 years for a nominal rent of Rs. 1/- per annum to the concerned Co-operative Society, or Association of Flat Purchaser/s, or be formed and registered under applicable laws, and comprising of Purchaser/s of Flats and other Flat/Shop in the Building constructed upon the said land (including the said Purchaser/s) and until such time the possession of the said land shall be with the Joint Developers and the Buildings constructed thereon, and the Flats and Flat/Shop comprised therein (including



*Ohm  
Rachna*

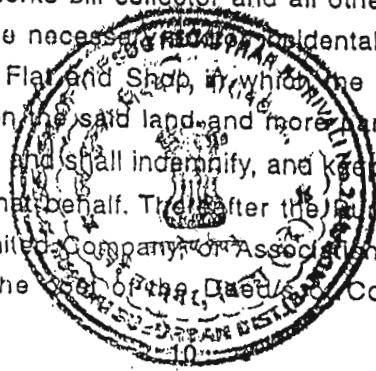
999	90
2003	

the said Flat) shall be deemed to be that of the Joint Developers alone and exclusively;

- (b) The Purchaser/s shall be entitled to take possession of the said Flat/Shop as contemplated in Sub-clause (a) above, only if the Purchaser/s shall have duly observed and performed all the obligations and stipulations contained herein to be observed and performed on the part of the Purchaser/s and shall have duly paid all the amounts payable by the Purchaser/s under this Agreement;
- (c) Before taking possession of the said Flat/Shop and thereafter whenever required, the Purchaser/s shall (i) sign and deliver all writings and papers as may be necessary, including letters of possession, letters relating to electric meters, Transformer and other papers for the formation and registration of the proposed Co-operative Society, or Limited Company or Association of Purchaser/s (ii) pay all the deposits payable to the M.C.C. or the B.S.E.S. Ltd./TATA toward, permanent deposits or deposits for water connection and electricity charges and other various charges and deposit for other services and Agencies which become payable in respect of the said Flat or the same shall be reimbursed to the Joint Developers by the Purchaser/s who shall also pay proportionate share in respect of all payments made/or required to be made, by way of betterment charges, Development charges contributions, Municipal Taxes, property taxes including for land under construction, rates, cesses, other charges and/or all other amounts in respect of the said property, and shall not raise any objection in respect thereof;
- (d) Upon taking possession of the said Flat/Shop and thereafter, the Purchaser/s shall be entitled to use and occupy the said Flat/Shop for the purpose for which it was agreed to be purchased, but without having any claim against any of the Joint Developers as to specifications, amenities or any defects in the building or materials used in construction of the building and the said Flat/Shop;

8. The purchaser/s hereby agree/s and undertake/s to pay every month the sum of Rs. 960=00 (Rupees nine hundred sixty only Only) to the Joint Developers or in case of formation of an ad-hoc Committee, (comprising of purchaser/s of Flats and premises including the Purchaser/s), with the consent of the Joint Developers to such Ad-hoc committee, in advance on or before the 5th day of every English Calendar month whether demanded or not, until the execution of the Deed/s of conveyance as hereinafter stated his/her/its pay proportionate share of all other outgoings in respect thereof viz. taxes, insurance, sanitation, water charges, common lights, pumps, chowkidars, sweepers, clerks bill collector and all other common expenses and other expenses as may be necessary incidental to the management and maintenance of the said Flat and Shop, in which the said Flat/Shop is situate buildings constructed upon the said land and more particularly described in the third Schedule hereunder, and shall indemnify, and keep indemnified, at all times, the Joint Developers in that behalf. Thereafter the Purchaser/s shall pay to the Co-operative Society, Limited Company or Association of Flat Purchaser/s, the proportionate share of the cost of the Deed/s of Conveyances as the Joint

*Om*  
Rachha



*Om*  
Rachha

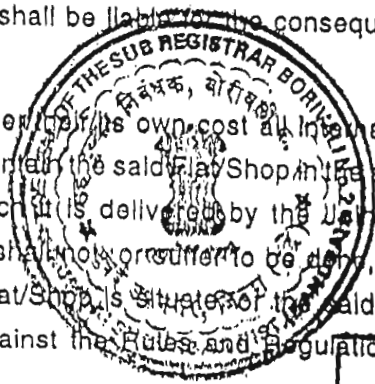
998	99
2003	

Developers may decide, and of all rates, charges, levies, assessed or imposed upon or in respect of the said land and/or the Building constructed thereon, or for the use thereof, or land/building. Default on the part of the Purchaser in the payment of such monthly outgoing on its due date shall result in the disconnection of the essential supplies to the said Flat/Shop which shall be restored only on the entire arrears of outgoing is paid by the Purchaser;

9. On receipt by the Joint Developers of the full payment of all the amounts due and payable by all purchaser/s of flats/ Shops and premises comprised in the Buildings constructed upon the said property, all the purchaser/s of flats and other premises, (including the said Purchaser/s), and the Joint Developers shall Co-operate with the Purchaser/s in forming, registering or incorporating a Co-operative Society Limited Company, or Association of Flat Purchaser/s. The rights of members of such Co-operative Society, Limited Company, or Association of Flat Purchaser/s (as the case may be) shall be subject to the overall rights of the Joint Developers under this Agreement, and the Deed/s of Assignment or other deeds or otherwise in pursuance thereof as provided herein or to the extent as may be permitted by authorities, in favour of such Co-operative Society or Limited Company or Association of Flat Purchaser/s, as the case may be. The amounts paid by the Purchaser/s to the Joint Developers under Clause 21 hereinbelow shall not be refundable by the Joint Developers;

10. The Purchaser/s hereby agree/s and covenant/s with the Joint Developers that from and after the delivery of physical possession of the said Flat/Shop to the Purchaser/s the Purchaser/s shall :

- (a) Maintain the said Flat/Shop, at Purchaser/s own cost, in good tenable repair and condition from the date of possession of the said Flat/Shop is taken and shall not do or suffer to be done in or to the Building in which the said Flat/Shop are situated or any staircase or passages anything which may be against the rules, regulations or Bye-laws or concerned local or any other authority or, change/alter or make addition in or to the Building in which the said Flat/Shop are situate and the said Flat/Shop itself or any part thereof;
- (b) Not store in the said Flat/Shop any goods which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the said Flat/Shop are situate, or store any goods which may be objected to by any concerned, local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircase, common passages or any other structures of the building in which the said Flat/Shop are situated. The Purchaser/s shall be liable for the consequences of the breach of the covenant;
- (c) Carry out at his/her/his own cost all interval repairs to the said Flat/Shop and maintain the said Flat/Shop in the same condition, state and order in which it is delivered by the Joint Developers to the Purchaser/s and shall not suffer to be done, in or the Building in which the said Flat/Shop is situate, or the said Flat/Shop, anything which may be against the Rules and Regulations and Bye-laws of



वेदर-५  
११४/१२  
२००३

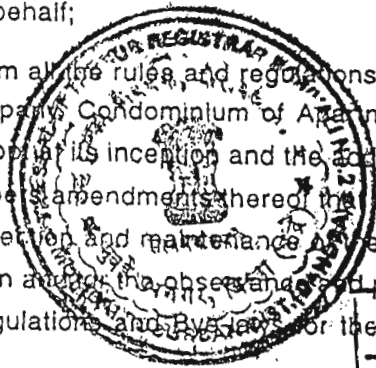
*Am  
Rachna*

concerned local authorities or other public authorities. And in the event of the Purchaser/s committing any act in contravention of the above provision/s the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or public authority;

- (d) Not demolish or cause to be demolished the said Flat/Shop or any part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the Building in which the said Flat/Shop is situate shall not chisel to in any other manner damage or columns, beams, walls, slabs or R.C.C. parties or other structural members in the said Flat/Shop without the prior written permission of the Joint Developers and/or the Society or the Limited Company;
- (e) Not do or permit to be done any act or thing which may render void or voidable any insurance of the said land and Building in which the said Flat/Shop are situated or any part thereof or whereby any increased insurance premium shall become payable;
- (f) Not throw rubbish, garbage or other refuse or permit the same to be thrown from the said Flat/Shop in the compound or any portion of said land and the Building in which the said Flat/Shop is situate;
- (g) Pay to the Joint Developers within seven days of demand by the Joint Developers his/her/their/its share of Security Deposit demanded by the concerned local authorities or Government for grant of water, electricity or other service connections to the Building in which the said Flat/Shop is situate;
- (h) Bear and pay all increases in local taxes, water charges, insurances and such other levys, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Flat/Shop by the Purchaser/s, viz. used for any purpose other than stated herein;
- (i) Not let, sub-let, transfer, assign or part with the possession of the said Flat/Shop, interest or benefit of this Agreement or part with the possession of the said Flat/Shop until all the dues payable by the Purchaser/s to the Joint Developers under this Agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has intimated in writing to the Joint Developers and obtained prior consent in writing from the Joint Developers in that behalf;
- (j) Observe and perform all the rules and regulations which the Society or the Limited Company, Condominium of Apartments, or the Joint Developers may adopt by its inception and the addition, alterations of or the Joint Developers amendments thereof may be made from time to time for protection and maintenance of the said Building and the Flat/Shop therein and for the observance and performance of the Building Rules, Regulations and By-laws for the time being in force.

*John*  
Reichma

:: 12 ::



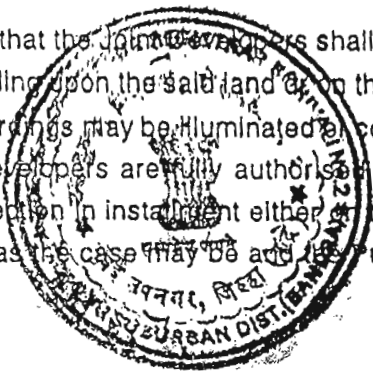
998	193
2003	

concerned Local Authority and of Government and other Public Bodies shall also observe and perform all the stipulations and conditions laid down by the Society Limited Company or Condominium of Apartment Owners, regarding the occupation and use of the said Flat/Shop and amenities and facilities, and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms of this Agreement;

- (k) Till the Deed of Conveyance/lease is executed, the Purchaser/s shall permit the Joint Developers and its /their surveyors and agents, with or without workmen and others at all reasonable times, to enter into and upon the said land and Building or any part or whole of the Flat/Shop and with a view to examine the state and conditions thereof ;
- (l) Not close otias or balconies without the sanction and permission of the authorities concerned nor shall make any alteration or changes in the elevation and outside colour scheme of the said Flat/Shop;
- (m) At all times and at the Purchaser/s cost and expense to keep all partition walls, sewers, drains, pipes of and in the said Flat/Shop and appurtenances thereto, in good tenantable repair and conditions, and in particular so as to support, shelter and protect the other parts of the Building, and not chisel or in any other manner damage the columns, beams walls, slabs, or R.C.C, Pordhies or made other structural changes in the said Flat/Shop, save and except, with the prior written permission of the Joint Developers and/or the Society or Body;

11. The Purchaser/s and the person/s to whom the said Flat/Shop are permitted to be transferred with the written consent of the Joint Developers shall observe and perform all the provisions of the Bye-laws and/or the Rules and Regulations of the Federal Society and the Co-operative Society, or Limited Company, or Condominium of Apartments Owners as and when required and/or the provisions of the Memorandum and Articles of Association of the Limited Company when Incorporated, and/or the Condominium of Apartment Owners and the additions, alterations or amendments thereof for the observance and carrying out Rules and Regulations and the Bye-laws for the time being of the M.M.C. and other local and/or public bodies. The Purchaser/s and the person to whom the said Flat/Shop 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 joint Developers or the Federal Society of the Co-operative Society and/or the Limited Company and/or Condominium of Apartment Owners (as the case may be) may require for safeguarding the interest of the Joint Developers and/or the Purchaser/s and other purchasers in the said Building;

12. It is expressly agreed that the Joint Developers shall be entitled to put their own or any other parties hoarding upon the said land and on the Buildings or parts of the Buildings and the said hoardings may be illuminated comprising of neon sign and for that purpose Joint Developers are fully authorised to allow temporary or permanent construction or erection in installation either of the exterior of the said Buildings or on the said land as the case may be and the Purchaser/s agree/s not to object or dispute the same;



*Om*  
*Rachhu*





13. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment; in law of the said Flat/Shop or of the said land and buildings or any part thereof in favour of the Purchaser/s and/or other purchasers of Flat/Shop in the said Building. The Purchaser/s shall have no claim, save and except, in respect of the Flat/Shop hereby agreed to be sold to him/her/them/it; and the entire land including all infrastructure and Plant and equipment thereto all open spaces, parking spaces, stilt portions, lobbies, staircases, recreation spaces, walls, compound walls, lifts, terrace including the right over walls hoarding rights etc. will remain the property of the Joint Developers, who shall be entitled to sell, transfer, deal with dispose of the same in any manner the Joint Developers deem fit until the said land including building or buildings are transferred to the Federal Society as herein mentioned;

14. Irrespective of disputes, if any arising between the Joint Developers and the Purchaser/s and/or the said Federal Society or Co-operative Society all amounts, contributions and deposits including amounts payable by the Purchaser/s to the Joint Developers under this Agreement shall always be paid punctually by the Purchaser/s to the Joint Developers and shall not be withheld by the Purchaser/s for any reasons whatsoever;

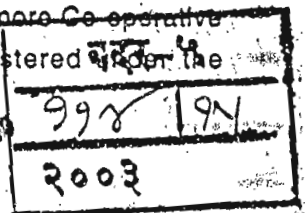
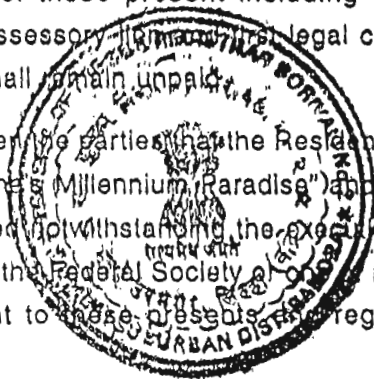
15. The Joint Developers shall be entitled to modify and /or amend the building plans or Lay-out or usage of any plots or buildings or other Flat/Shop or recreation areas with the permissions of M.M.C. or any other planning authorities if they in their opinion consider such modification or change necessary. The Purchaser/s hereto agrees and gives his/her/their/its irrevocable consent to the Joint Developers to the above effect.

16. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in front of and/or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the purchaser/s of the terrace and such terrace spaces are intended for the exclusive use of the respective terrace purchaser/s. The said terrace shall not be enclosed by the terrace purchaser/s till the permission in writing obtained from the Concerned Local Authority and the Joint Developers and/or the Society as the Case may be;

17. It is expressly agreed by the Purchaser/s that the proportionate share toward cost of providing electricity transformer/telephone and cable wiring charges required to be made to B.S.E.S./TATA and other incidental charge shall be paid by the Purchaser/s to the Joint Developers three months prior to scheduled date of possession of the said Premises on being called upon to do so as may be required or demanded by the Joint Developers.

18. The Purchaser/s hereby agree/s that in respect of any amount and/or interest or cost and expenses liable to be paid by the Purchaser/s to the Joint Developers under or by virtue of these present including user fee etc. the Joint Developers shall have a possessory legal charge on the said Flat/Shop so long as the same shall remain unpaid.

19. It is agreed by and between the parties that the Residential Township shall at all time be known as "Evershine's Millennium Paradise" and the said name of the Township shall not be changed notwithstanding the execution of one or more Deeds of Assignment in favour of the Federal Society or one or more Co-operative Societies to be formed pursuant to these presents registered under the



*Chm*  
*Rachna*

Maharashtra Co-operative Societies Act, 1960. The Society and/or the Societies shall upon formation and registration adopt and ratify the name of the Township to be "Evershine's Millennium Paradise" and shall give a covenant in the Deed or Deeds of Assignment to be Executed in its or their favour that the Society shall not change the name of the Residential Township which covenant shall be binding on its/their successors and assigns;

20. The Purchaser/s hereby covenant to pay to the Joint Developers on demand, the following amounts before taking possession of the said Premises:-

(a) Rs. 350/- (Rupees Three Hundred Fifty Only) towards share money, and entrance fee;

(b) Rs. 11,520.00/- (Rupees Eleven thousand Five hundred Twenty Only) as 12 (Twelve) months Advance towards taxes and other outgoings, maintenance Charges;

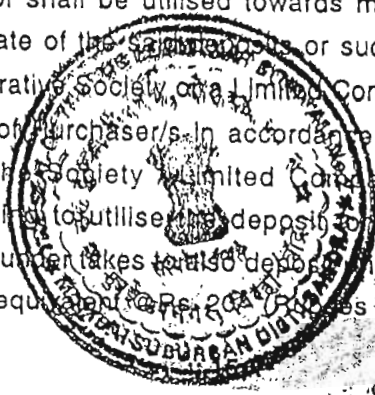
*Ohm*  
*Rachna* (c) Rs. 17000.00/- (Rupees Seventeen thousand only Only) towards electricity and water meter deposits;

(d) Rs. 1500.00/- (Rupees One thousand Five hundred Only) as a lumpsum payment towards costs, charges and expenses for the formation and registration of the said Society or other body;

(e) Rs. 2,500/- (Rupees Two Thousand Five Hundred Only) towards estimated proportionate share in the costs, charges, expenses, legal charges, of this Agreement;

*Ohm*  
*Rachna* (f) Rs. 6720.00/- (Rupees Six thousand Seven hundred Twenty Only) towards the Municipal Taxes and other M.M.C. expenditure during the construction period.

The account of amounts collected under clause 20(a) and (b) referred to above shall be made up by the Joint Developers after the registration of the Society of the Purchaser/s of Flat/s/Shop/s other premises and the balance, if any, after deducting, there from the amounts, if any, payable by the Purchaser/s to the Joint Developers and in accordance with the provisions of this agreement, shall be paid over by the Joint Developers to the society/s or body/s or the ad-hoc committee, if any, that may be formed, as the case may be. The Purchaser/s here by agree/s to pay such further amount or amounts to the Joint Developers if any, of such deposit or payments referred to above are exhausted or is found to be insufficient to meet the expenses to be incurred by the Joint Developers. The said advance payment of the maintenance charges made by the Purchaser/s with payment from the other Purchaser/s shall be kept in a separate account to be maintained and the said amount or part thereof shall be utilised towards maintenance of the said Flat/ Premises. The aggregate of the said amounts or such balance if any shall be transferred to the Co-operative Society, or a Limited Company or Condominium of flat owners to be formed of Purchaser/s in accordance with the provisions of these presents subject to the Society/Limited Company/Condominium giving an appropriate under-taking to utilise the deposit for the aforesaid purpose. The Purchaser agrees and undertakes to also deposit Rs. 2000/- (Rupees Two Thousand Only) per sq. ft. of the



*Ohm*  
*Rachna*

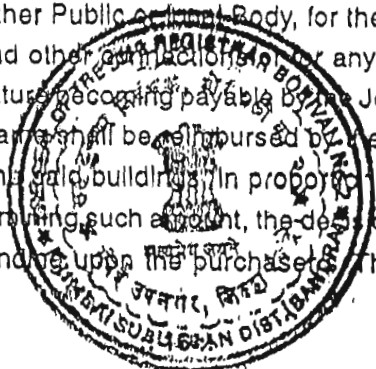
2003

saleable area of the Flat/Shop which together with a similar amount paid by the other Purchaser/s of Flat/Shop shall constitute a Corpus Fund dedicated to maintenance of the common infrastructure and general amenities and facilities described in the third schedule here under written (excluding the health club, swimming pool, and other special amenities) and aggregate of the amounts of deposit by all purchaser/s shall be kept in a separate account or any institution at the discretion of the Joint Developers and the interest thereon will be utilised for the purpose of maintenance of the common infrastructure and amenities and facilities. The Deposit amount paid by each purchaser shall be non-refundable and will always form part of the Corpus Fund dedicated for the above purpose. The said Corpus Fund will be paid to the federal Society by the Joint Developers after the Society has executed the Deed of Conveyance/ Assignments and other documents for transferring the said property in the name of the federal Society and registered the said transfer deed in its favour, after deducting the amounts recoverable / receivable from the federal Society from the maintenance account or against any demand made by the Joint Developers to the Society or members of the federal Society in terms of the afore-said agreement. It is clearly understood and agreed by the Purchaser/s that the amount collected under this clause 20 except No. 20 (a), (b) and the Corpus Fund are non-refundable by the Joint Developers to the Purchaser/s or to the federal Society. However the Joint Developer shall not be liable for any act of commission or omission or any act of failure in maintaining or repair of such common amenities and facilities by the reason of the fact that the amount stated in this clause is paid .

21. The Purchaser/s hereby agrees and confirms that the Joint Developers shall have a right until the execution to the Deeds of Conveyance/Lease, to construct other structures on the said land and/or make additions or changes or put up additional storeys, terraces and structures on the said Building on the said land or to relocate the Health Club, the Swimming Pool, the Badminton Tennis Court as the Joint Developers deem fit, without any objection hindrance or obstruction from the Purchaser/s, such other Building and structures and such additions and changes shall be the land of the Joint Developers and if all Flat/Shop in the said building and other Buildings on the said property are not sold the same shall be at the disposal of the Joint Developers (as per agreement between them Interse) and they alone shall be fully entitled to sell or otherwise deal with or dispose off the same, in such manner to other Purchaser/s or Society/s of Body/s formed and registered or incorporated as herein stated, and such other persons, when recommended by the Joint Developers or the Joint Developers (as the case may be) shall be admitted as members thereof unconditionally as herein provided by such Society/s or Body/s if already formed and Deed/s or Assignment executed;

22. The Purchaser/s hereby agrees that in the event of any amount by way of betterment charges, development tax or any other levy or as premium or security deposits, becomes payable to the Mumbai Municipal Corporation or the Government, or Bombay Suburban Electric Supply Limited, Mahanagar Telephone Nigam Limited, or to any other Public or Local Body, for the purpose of giving water, electric, Gas/Telephone and other connections or for any other utility, or any other tax or payment of similar nature becoming payable by the Joint Developers in respect of the said buildings, the same shall be reimbursed by the Purchaser/s to the Joint Developers in respect of the said buildings in proportion to the carpet area of the said Flat/Shop and in determining such amount, the decision of the Joint Developers shall be conclusive and binding upon the purchaser. The Purchaser agrees to

*Abm*  
Recher



998 190  
2003

pay within seven days of demand, without any deduction, objection or delay, such proportionate share of such deposits and costs to the Joint developers.:

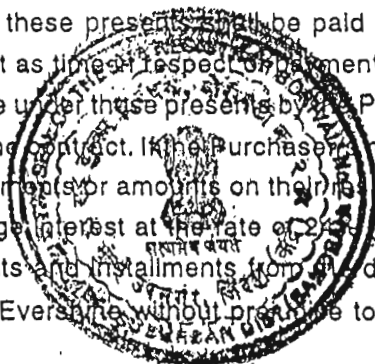
23. The Purchaser/s hereby agrees that in the case the Government of Maharashtra apply Sales Tax or any other tax on Sale of Flats/Shops/Offices etc., and if any such tax becomes payable in relation to the said Flat/Shop, the Purchaser/s shall pay the same immediately on demand being made by the Joint Developers and until such time the same shall remain unpaid or deposited by the Purchaser/s in a separate account with the Joint Developers, the Purchaser/s shall not be entitled to be put in physical possession of the said Flat/Shop. It is expressly agreed that the legal obligation and liability to pay or to make any contribution towards the aforesaid Sales tax or such other tax on sale of Flats/Shops/Offices etc., shall be that of the Purchaser/s alone with interest and penalty, if any, and any loss or damage arising to the Joint Developers on account of non-payment thereof in time or otherwise, by the Purchaser/s shall be reimbursed to the Joint Developers on demand by the Purchaser/s.

24. The Advocates & Solicitors for the Joint Developers shall prepare, draft and/or approve the Deeds of Conveyance/lease and all other documents which are to be or may be executed in pursuance of this Agreement. The Purchaser/s shall bear pay and contribute towards all legal, professional charges, fees and expenses for the formation and registration or incorporation of the Federal Society said Society/s of Body/s and the costs of Stamping and registration of this Agreement and all other Agreements and assurances, and of the Assignment, or any other document required to be executed by the Owner or the beneficial Owner and Joint Developers in favour of the Federal Society or Society or Body, corporate and the entire professional costs, charges and expenses and other costs and expenses including Stamp Duty and registration fees, as aforesaid, shall be born and paid exclusively proportionately by the Purchase/s and all the Purchaser/s of the other Flat/Shop in the said building and other Building on the said land, to the intent that the Joint Developers shall not contribute anything towards any such expenses. The proportionate share of such costs, charges and expenses payable by the Purchaser/s shall be paid by the Purchaser/s immediately on demand;

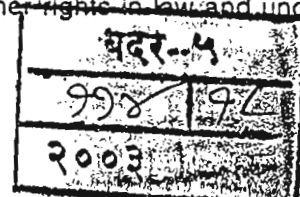
*Am*  
*Rachha*  
25. The Carpet area of the said premises is 341 square ~~feet~~ <sup>feet</sup> inclusive of the enclosed balcony and is tentative and liable to be increased or decreased. The Flat purchaser/s agrees to pay deficit of the Carpet area of the flat is found to be more and similarly shall be entitled to refund of the proportionate amount of the carpet area if found less than what is agreed herein.

In the event of variation of the Carpet area the flat purchaser/s will have monetary claim.

26. The Purchaser/s confirm/s that the Installments payable by the Purchaser/s under these presents shall be paid strictly on the due dates without any delay or default as time of respect of payment of installments and in respect of all amounts payable under these presents by the Purchaser/s to Evershine Combine is the essence of the contract. If the Purchaser/s make/s default in making payment of any of the installments or amounts on their respective due dates Evershine shall be entitled to charge interest at the rate of 24% (Twenty Four Percent) per annum on all such amounts and installments from the date of default till payment and/or receipt thereof by Evershine without prejudice to its other rights in law and under



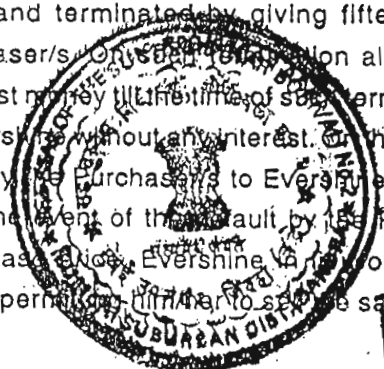
*Am*  
*Rachha*



these presents. It is further agreed that on the Purchaser/s committing default in payment of any of the installments of the Purchase price or of any other amounts under these presents on their respective due dates (Including his/her/their/its proportionate share of taxes, rates, cesses, other charges, betterment charges, development charges and all other outgoings,) Evershine shall be entitled at its option to terminate this Agreement. **PROVIDED AND ALWAYS THAT** the power to terminate herein contained shall be exercised by Evershine after giving the Purchaser/s 15 (Fifteen) days prior notice (In writing) of its Intention to terminate this Agreement and specifying therein the breach or breaches of the terms and conditions on account of which Evershine Intends to terminate the Agreement, and should the Purchaser/s continue/s the default/breach/within the stipulated period of 15 (Fifteen) days from the date of such notice from the Evershine, It is further agreed that upon termination of this Agreement as stated herein, Evershine shall forfeit the earnest money deposit, and thereupon these presents shall stand cancelled and forfeited and the Purchaser/s shall have no claim, right over the earnest money or the Flat/shop and Evershine shall refund the installments of the purchase price which the Purchaser/s may have till then paid to Evershine but Evershine shall not be liable to pay the Purchaser/s any interest upon such amount so refunded upon such termination of this Agreement. Evershine shall be at liberty to dispose off and sell the Flat/shop to such person or persons at such price and on such conditions as Evershine may deem and think fit in its absolute discretion and the Purchaser/s shall have no right in that behalf. The Purchaser/s also agree/s that the payment and delivery of the said refund by Account Payee Cheque to the Purchaser/s at the address given by the Purchaser/s in these present, (whether the Purchaser/s encash/s the Cheque or not), shall be deemed to be a refund of the amounts so required to be refunded by Evershine. Without prejudice to the above and other rights of Evershine under this Agreement and/or In law Evershine may at their own option accept from the Purchaser payment of the defaulted installments on the Purchaser paying to Evershine Interest on the defaulted installments at the rate of 24% per annum for the period during which the payment has been delayed;

27. Evershine shall intimate to the Purchaser/s demanding payment of the installment for the purchase price to be payable by the Purchaser/s within the period mentioned in such intimation, which intimation shall be sent to the Purchaser/s by the Joint Developer/s when the same falls due as per Clause 3 above. It is expressly agreed by the Purchaser/s that, the time for payment of each of the aforesaid installments of the purchase price, as stated in the intimation to be sent to the Purchaser/s, as mentioned hereinabove, and in respect of all amounts payable under these presents, by the Purchaser/s to Evershine shall be the essence of the contract. In the event of the Purchaser/s making any default in payment of the installments of the purchase price within the period mentioned in the intimation, this Agreement shall stand terminated by giving fifteen days notice of such termination to the Purchaser/s. On the date of such termination all the monies paid by the Purchaser/s except earnest money till the time of such termination shall be refunded to the Purchaser/s by Evershine without any interest. On the termination as aforesaid the earnest money paid by the Purchaser/s to Evershine shall stand forfeited. It is further provided that in the event of the default by the Purchaser/s of any of the installments of the purchase price, Evershine shall have the option to give an option to the Purchaser/s permit him/her to sell the said Flat/Shop to third party

*Reshma*



:: 18 ::

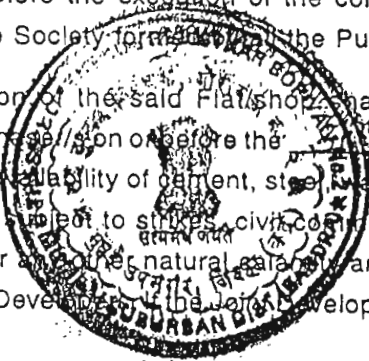
वद. ९	
९९४	१९
२००३	

and recover amounts paid by the Purchaser/s under this Agreement from such third party. Such third party shall be bound in terms of this Agreement or separate Agreements, if required, to be executed with such third party by Evershine. Such option shall be exercised by the Purchaser/s within fifteen days of the letter being addressed by Evershine to such Purchaser/s, failing which Evershine shall thereupon terminate this Agreement. It is specifically agreed, accepted and confirmed by the Purchaser/s that if at the time of such termination (due to default by the Purchaser) the market value of the said Flat/Shop prevailing at the time of such termination falls below the value of the said Flat/Shop as stipulated in this Agreement, the Purchaser/s shall be liable to bear losses accruing to Evershine as a result of the cancellation/termination of this Agreement, in quantifying/computing the losses ;

28. If the Purchaser/s in order to augment the resources in his/her/their hand for the purpose of payment of consideration amount to Evershine under this Agreement avails of loans from financial institutions, Banks and other institutions against the security of the said Flat/Shop subject to the consent and approval of Evershine, then in the event of the Purchaser/s committing default of the payment of the installments of the consideration amount and in the event of Evershine exercising their right to terminate this Agreement, the Purchaser/s shall and the Purchaser/s further hereby undertakes to clear the mortgage debt outstanding at the time of the said 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, Bank etc. the Purchaser/s shall be entitled to the refund of the amount, so paid by him/her/them to Evershine towards the said Flat/Shop. However, Evershine shall directly pay the amount payable to the Financial Institution, Bank their Employer or other such institutions by the Purchaser/s, from the amount standing to his/her credit with Evershine towards the said Flat/Shop and (paid by him/her/them to the Joint Developer towards the consideration amount) to the extent so as to clear the mortgage debt and only on receipt of such Letter of Clearance of Mortgage debt from such Bank, Financial Institution etc. shall the Purchaser/s be entitled to the refund of the balance amount standing credited to the account of the Purchaser/s with Evershine towards the said Flat/Shop. Notwithstanding all that is stated hereinabove, it shall always be obligatory on the part of the Purchaser/s to pay the installments of the consideration amount left out the Joint Developer/s shall be entitled to enforce their rights as mentioned in Clause 26;

29. The Purchaser/s hereby grants his Irrevocably consent to Evershine mortgaging the said land or any part thereof alongwith the said building/s being constructed on the said land/Portion to enable Evershine to augment the funds of Evershine for the development of the said land. Evershine shall clear the mortgage debt in all respects before the execution of the conveyance of the said land or Portion in favour of the Society formed by all the Purchasers in the said building;

30. The possession of the said Flat/Shop shall be delivered by the Joint Developers to the Purchaser/s on or before the \_\_\_\_\_ day of Dec. 2003 subject to the availability of cement, steel, water for construction and other building materials and subject to strikes, civic construction or any Act of God such as earthquake, flood or any other natural calamity and act or other cause beyond the control of the Joint Developer/s. The Joint Developer/s shall give the possession



*Rachha*

998 20  
2003

of the said Flat/shop on the aforesaid date and/or such further date as may be mutually extended, then it shall be at the option of the Purchaser/s to terminate this Agreement in which event the Joint Developers shall forthwith on demand refund to the Purchaser/s all the monies paid by the Purchaser/s to Evershine herein together with simple interest @ 9% per annum from the date of the receipt of the respective installments by Evershine and until such monies and interest are refunded, the same shall constitute a charge upon the said flat/shop to the extent of the amounts due the Purchaser/s. If the Joint Developers are not able to give possession of the said flat/shop to the Purchaser/s on account of any reasonable cause or circumstances beyond the control of the Joint Developers, that in such an event they shall be entitled to an extension of a period during which the construction or development shall have been stalled, and the purchaser/s hereby has agreed to such extension of time ;

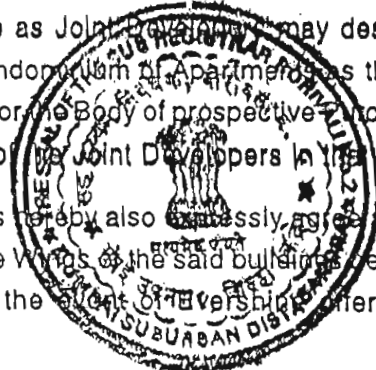
31. It is expressly agreed and the Purchaser is aware that as a result of change in the Layout Plan of the said land and/or in the Building Plans of the said building the share of the said Flat/shop and/or the Purchaser/s in the said common areas and facilities may increase or decrease. The Purchaser/s hereby expressly consent/s to such change in the said share and hereby expressly authorize the Joint Developers to so increase or reduce the said share of the premises and/or of the Purchaser/s in the said common areas and facilities of the said building and/or the said land and the Purchaser/s hereby irrevocably agrees to accept the said share as changed, as aforesaid;

32. It is agreed between the Joint Developers and the Purchaser/s that the Purchasers are bound and have expressly agreed to purchase and acquire Open Car Parking Space in the open compound as may be offered by Evershine to the Purchaser/s subject to availability as may be decided by the Joint Developers, either on execution of this agreement or before taking possession of the said Flat/Shop. It is agreed by the purchaser/s that the purchaser/s shall be entitled to park the vehicle in the compound of the building only if the purchaser/s have purchased the parking space and have paid the full agreed consideration and not otherwise.

33. It is expressly agreed that the right of the Purchaser/s under this Agreement is only restricted to the Flat/shop agreed to be acquired by the Purchaser/s and all the other Flat/shop in the said building and Portion or Portions of the said Property including the Layout Roads, Garden etc. the Club House, Tennis Court, Badminton Court, Swimming Pool, Plan Equipment shall be the sole property of the Joint Developers and the Joint Developers shall be entitled to develop the same in the manner the Joint Developers deem fit without any reference, recourse, consent or concurrence from the Purchaser/s in any manner whatsoever;

34. It is expressly agreed that it will be the sole option of the Joint Developers to convey such land appurtenant and such Portion internal road area with common or exclusive right to use as Joint Developers may desire to any Federal Society, Limited Company or Condominium Apartment as the case may be and neither the Purchaser/s herein nor the Body of prospective Purchaser/s shall dispute, object or oppose the decision of the Joint Developers in this behalf.

35. The Purchaser/s hereby also expressly agree and covenant with Evershine that in the event of all the Writs of the said building being not ready for occupation simultaneously and in the event of Evershine obtaining Licence to enter upon



*Rachma*

998	29
2003	

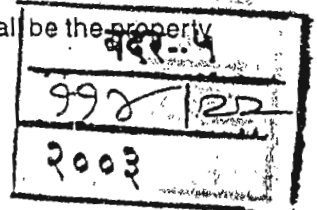
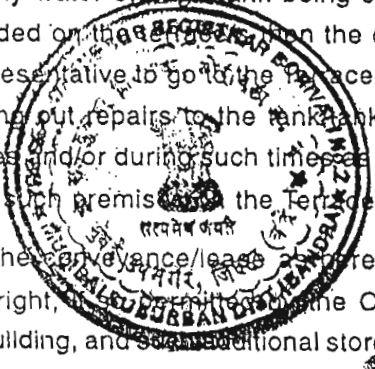
the said Flat/shop to the Purchaser/s or handing over possession of the said Flat/shop simultaneously on the execution of Conveyance in respect of the said Land or part thereof earlier than completing all the wings and all the buildings on the said Land; then and in that event the Purchaser/s shall have no objection to Evershine completing the construction of the remaining Wings or buildings on the said land without any interference or objection by the Purchaser/s. The Purchaser/s further confirm that he/she/they shall not object or dispute construction of the balance building or buildings, Wing or Wings or part or parts thereof by Evershine or their assigns on the ground of nuisance, annoyance or any other ground or reason whatsoever and Evershine shall be entitled either to construct by themselves or through any nominees to construct and complete the said Wing or building or buildings on the said land as they may desire in the absolute discretion without any interference or objection or dispute by the Purchaser/s;

36. It is hereby expressly agreed that Joint Developers shall be entitled to sell the Flat/shop in the said Building for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes, or commercial use, Shops, consulting rooms, Bank, Community Halls, Stalls, or any non-residential use as may be permitted by the Concerned Authorities and/or any other use that may be permitted by the said Authorities and the said Purchaser/s shall be entitled to use the said Flat/shop agreed to be purchased by him/her/them according and similarly the Purchaser/s shall not object to the use of the other Flat/shop in the said Building for the aforesaid purposes by the respective Purchaser/s thereof.

37. It is hereby expressly agreed that the Terraces on the said Wings/Buildings, shall always belong to the Joint Developers and they shall be entitled to deal with, dispose off the same in such manner as it may deem fit. In the event of the Joint Developers obtaining permission from the Concerned Authorities for constructing any type of premises on the terrace the Joint Developers shall be entitled to dispose of such premises proposed to be constructed by them on the terrace together with the terrace/s to such persons at such rate and on such terms as Joint Developers may deem fit. The Joint Developers shall be entitled in that event to allow use of such entire terrace/s to the Purchaser of such premises proposed or constructed on the Building/s and the Terrace/s shall then be in exclusive possession (as Owner) of the Purchaser/s of such premises proposed or constructed on the Terrace/s. In the event of the Joint Developers constructing more than one premises on the Terrace, the Joint Developers will be entitled to dispose of the Concerned Premises together with the Portions of the Terrace proportionate to and/or appurtenant thereto. The Society that may be formed by the Purchaser of premises as stated hereinafter should admit as its members the Purchaser of such premises that may be proposed or constructed on the Terrace/s with the exclusive right to them in the terrace as aforesaid. In the event of any water storage tank being constructed or any other common facility being provided on the terrace the concerned Society shall be entitled to depute its representative to go to the terrace for the regular check up and up keep and for carrying out repairs to the tanks and/or such common facility at all reasonable times and/or during such times as may be mutually agreed upon by the Purchaser/s of such premises on the Terrace and the Society;

38. Until execution of the conveyance/lease as herein mentioned the Joint Developers shall have full right, subject to the permission of the Concerned Authorities to make additions to the said building, and such additional storey/s shall be the property

*Om*  
*Rachna*

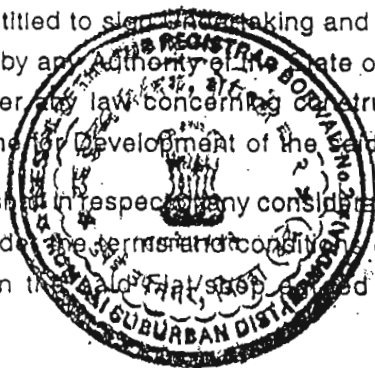




of the Joint Developers. The Joint Developers shall be entitled to dispose off such additional storey/s in such manner, as they may deem fit. Similarly until the execution of such Conveyance/Lease the Joint Developers shall if so permitted by the Concerned Authorities and/or if the Joint Developers shall so desire then the Joint Developers shall be entitled to construct additional structures on the said Land or any Portion or Portions thereof and the Joint Developers shall be entitled to dispose off the premises in such additional structures as the Joint Developers may deem fit. In case the Joint Developers shall as herein provided cause the Owners to execute separate Conveyances/Leases in respect of any Portion of the said Land with structures standing on such Portion the Joint Developers shall even after the execution of such Conveyances/Leases be entitled to construct additional structures on the remaining Portions of the said land if so permitted by the Concerned Authorities and as may be desired by the Joint Developers. The right of the Purchaser herein shall be confined only in respect of the said Flat/shop and Purchaser/s and/or the Society formed for the purpose of such building shall have no right of any other Portion of the said Land and/or the structures constructed and/or to be constructed therein. It is expressly agreed and confirmed by the Purchaser/s that the right of the Joint Developers to construct the additional structures on the said land to put up additional floors on the said Buildings is an integral part of this contract for the sale of the said federal society to the Purchaser/s and the Purchaser hereby expressly agrees that he/she/they will not in any manner object to the Joint Developers constructing such additional structures or carrying out any additional construction work on the said building or the Joint Developers carrying out any additional construction work on the said land or Portions thereof. The Purchaser/s hereby give/s his/her/their irrevocable consent to the Joint Developers carrying out construction of additional floors, wings, and additional structures in accordance with and in conformity with the Building plans as may be approved by the Concerned Authorities;

39. It is hereby expressly agreed and provided that so long as it does not in any way affect or prejudice the rights hereby granted in favour of the Purchaser/s in respect of the said Flat/shop Joint Developers shall be at liberty to sell, assign, mortgage, or otherwise, deal with or dispose off their right, title or interest in the said land any part or parts thereof or an building or Wing. The Joint Developers shall be free to construct additional structures like enclosed garages in open compound, underground and overhead tanks, structure, watch man's cabin, toilet units for domestic servants, septic tank and soak pits the location of which are not particularly marked upon the ground Floor Plans or Lay-out Plan of the said land the Purchaser/s shall not interfere with the rights of Joint Developers by any disputes raised or Court Injunctions under Section 7 of the Maharashtra Ownership Flats Act and/or under any other provision or any other applicable law. The Joint Developers shall always be entitled to sign and undertake and Indemnities on behalf of the Purchasers as required by any Authority of the State or Central Government or Competent Authorities under any law concerning construction of buildings for implementation of their Scheme for Development of the said land;

40 The Joint Developers shall in respect of any consideration amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement will have first lien and charge on the said Flat, shop, or other portion allotted to the Purchaser/s;



*Rachha*

बदर-५
९९४/२३
२००३

41. The said Land or its part thereof shall be conveyed to the Co-operative Housing Society to be formed of the Purchaser/s of Flats and the Premises in one or more of the Building constructed on the said Land by way of Deed of Conveyance or Lease. The Society shall be registered only after the said land shall have been fully developed and all Flats/Parking Spaces/Garages and other Premises in the said Building as also other structures that may be constructed thereon are sold and disposed of. The Purchaser/s shall become a member of the said Society and Joint Developers shall execute the Conveyance in respect of the said land in favour of the said Co-operative Society. Until such Conveyance/Lease is executed the right of the Purchaser/s herein shall be confined only to the said Flat/shop and the Purchaser/s and/or the Society/Societies to be formed for the purpose of the said land shall have no right on any Portion of the said land. Such conferment shall take place only in favour of the Co-operative Society or Societies for one or more Building/s on the said land. The Joint Developers shall form separate Co-operative Societies for one or more such Buildings Or Wings constructed on the said land and in that event the Purchaser/s to whom the Flats and other Premises shall have been agreed to be sold by the Joint Developers in the said Building shall become members of such Co-operative Society to be formed in respect of such Building/Wings in which their respective Flats are located. In that event Joint Developers shall execute secure separate Conveyance/Lease in perpetuity in favour of each such Co-operative Society in respect of the Building/Wings on the land or in the Building for which the Society shall have been so formed;

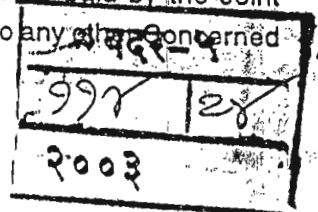
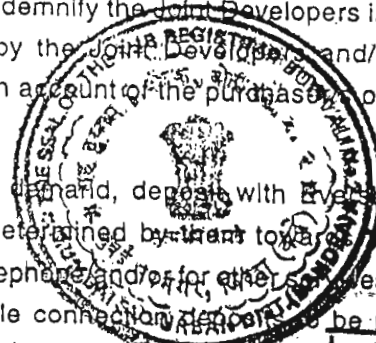
42. The Purchaser/s shall maintain at his/her/their own costs the said Premises agreed to be purchased by him/her/them in the same conditions, state and order in which it is delivered to him/her/them and shall abide by all Bye-laws, Rules and Regulation of the Government, Local Bodies and Authorities, Electricity Supply Company and of the Co-operative Societies, Association of Apartment Owners and shall attend to answer and be responsible for all action and violations of any of the conditions or rules and Bye-laws and shall observe and perform all the terms and conditions and covenants contained in this Agreement;

43. The Joint Developers shall be entitled to change the use of the said Land or any Portion and/or building to be constructed thereon and/or part of Portion thereof but the same will not effect the user of the said Flat/shop;

44. The requisite stamp duty and registration charges shall be paid by the Purchaser/s at the time of execution of this Agreement and/or if the Purchaser/s in the event opting to pay the stamp duty and the necessary registration charges at the time of delivery of the possession of the said Flat/shop then the Purchaser/s shall be liable to pay the necessary stamp duty (penalties, if any) and registration charges as per the existing laws prevailing at that point of time and in that event he/she shall indemnify and keep indemnify the Joint Developers in regard to costs, charges and expenses incurred by the Joint Developers and/or any damages suffered by the Joint Developers on account of the purchase, opting to defer the payment of the stamp duty;

45. The Purchaser/s shall on demand, deposit with every line his/her/their proportionate share as shall be determined by them to bear the installation of water meter/electric meter/cable telephone and/or for other services of similar nature like Gas connection, T.V. and Cable connection etc. to be paid by the Joint Developers to the Local Authority or Body concerned and/or to any other concerned Authority;

*Om*  
Rachna



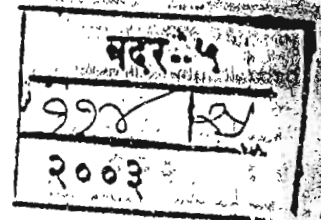
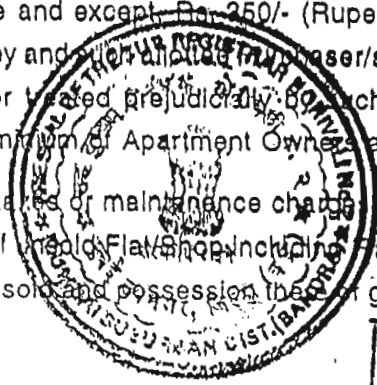
46. The Purchaser/s shall at the time of making payment of the installments mentioned as agreed herein will also pay a sum as mentioned in Clause 20 which will be held by the Joint Developers as deposit without interest and the Joint Developers shall be entitled to utilise such deposits towards payment of taxes and other outgoings. In the event of the Purchaser/s making any default in payment thereof regularly of provisions monthly compensation as mentioned in Clause 9 and as agreed to herein by/him/her/them, then Joint Developers will have rights to take legal action against the Purchaser/s for recovering the same and the Purchaser/s shall reimburse to the Joint Developers all such costs and expenses incurred by the Joint Developers in instituting such legal action against the Purchaser/s for the recovery of the amounts as mentioned above alongwith interest @ 24% after the Society as aforesaid shall have been formed and the concerned building shall have been transferred and/or conveyed to the Society the Joint Developers shall handover the balance amount if any from the said deposit to such Society;

47. The Purchaser/s shall allow Evershine and their Surveyors and Agents with or without workmen and other at all reasonable times to enter upon his/her/their federal society or any part thereof for the purpose of repairing any part of the building and for laying cables, water pipes, fittings, electric wires, structures and other conveyances belonging to or serving or used for the said Building and also for the purpose of cutting of supply of water and other services to the flat/shop any other federal society in the said Building in respect whereof the Purchaser/s or user/s or Occupier/s of such Flat/shop as the case may be shall have committed default in payment of his/her/their share of the Local Body taxes and other outgoings including the charges for electricity, water and other services consumed by the Purchaser/s;

48. In the event of any Co-operative Society being formed and registered before the sale and disposal by the Joint Developers of all the Flat/shop and the powers and the authority of the Society or Limited Company or Condominium of Apartment/Owners so formed or the Purchaser/s and their Holders of the Flat/Shop shall be subject to the over all authority and control of the Joint Developers in respect of all the matters concerning the said Building/Wing and, in particular the Joint Developers shall have absolute authority and control as regards the unsold premises and its disposal thereof. Provided and always the Purchaser/s hereby agree and confirm that in the event of the said Co-operative and/or Limited Company or Condominium of Apartment/Owners formed earlier before the disposal of all the Flat/Shop in the said Building constructed on the said land and in that event any allottee or Purchaser/s of premises from the Joint Developers thereafter shall be admitted to such Co-operative Society, Limited Company or Condominium of Apartment/Owners on being called upon by the Joint Developers without payment of any premium or any additional charges, save and except Rs. 250/- (Rupees Three Hundred And Fifty Only) for the share money and other charges. The Purchaser/s or Transferee/s thereof shall not be discriminated or treated prejudicially by such Co-operative Society, Limited Company or Condominium of Apartment Owners as the case may be;

49. It is agreed that no taxes or maintenance charges shall be payable by the Joint Developers in respect of any Flat/Shop including Flat/Shops/Parking Areas etc. until such Flat/Shop are sold and possession thereof is given to the purchasers.

*Am  
Radha*



50. After the possession of the said Flat/Shop is handed over to the Purchaser/s, if any additions or alterations in or about or relating to the said Building/Wing area required to be carried out by the Government, Local Authority or any other statutory Authority, the same shall be carried out by the Purchaser/s of various Flat/Shop in the said Building/Wing at his/her/their own costs and the Joint Developers shall not be in any way liable or responsible for the same;

51. The Purchaser/s agree that any indulgence, forbearance delay or default on the part of the Joint Developers in enforcing the terms and conditions of these presents or the grant of time to the Purchaser/s shall not be construed as a waiver of the breach of any of the terms and conditions of these presents nor shall waiver in any way prejudice the rights of the Joint Developers;

52. The Joint Developers shall, if necessary, become a member of the Federal Society in respect of the rights and benefits conferred herein, or otherwise. If the Joint Developers transfer, assigns and dispose off such rights and benefits at any time to anybody, the assignee, transferee and/or the Purchaser thereof shall become the member of the Federal Society in respect of the same rights and benefits. The Purchaser/s herein and the Federal Society will not have any objection to admit such assignee or transferee as the member of the Federal Society.

53. After the possession of the said Flat/Shop is handed over to the Purchaser/s, if any additions or alterations in or about or relating to the said Building area required to be carried out by the Government, Local Authority or any other statutory Authority, the same shall be carried out by the Purchaser/s of various premises in the said Building at his/her/their cost. The Purchaser/s further confirm that any such proposed Society, Society of Limited Company or Condominium of Apartment/Owners or Adhoc Committee shall be subject to over all paramount rights of the Joint Developers and of control and management by the Joint Developers;

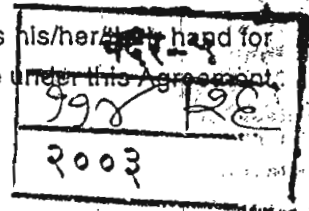
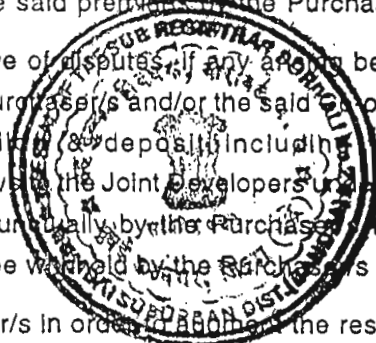
54. The Joint Developers shall be entitled to alter the terms and conditions of the Agreement relating to the unsold premises in the said Building of which the aforesaid premises form part hereafter or even after the said Society is formed and the Purchaser/s shall have no right to object to the same;

55. The Purchaser/s himself / themselves with intention to bind all persons into whosoever hands the said Flat/shop may come, both hereby covenant with the Joint Developers as follow;

- (a) To bear and pay on demand to the Joint Developers any increase local taxes, water charges, insurance and such other levies, if any, which are imposed by the Concerned Local Authority and/or Government and/or other Public Authority, on account of change of user of the said premises by the Purchaser/s;
- (b) Irrespective of disputes, if any arising between the Joint Developers and the Purchaser/s and/or the said cooperative Society all amounts contributed (& deposits) including amounts payable by the Purchaser/s to the Joint Developers under this Agreement shall always be paid punctually by the Purchaser/s to the Joint Developers and shall not be withheld by the Purchaser/s for any reasons whatsoever;

56. If the Purchaser/s in order to avail the resources of his/her/hand for the purpose of payment of consideration amount to Evershine under this Agreement,

*Handwritten signature*  
Backha

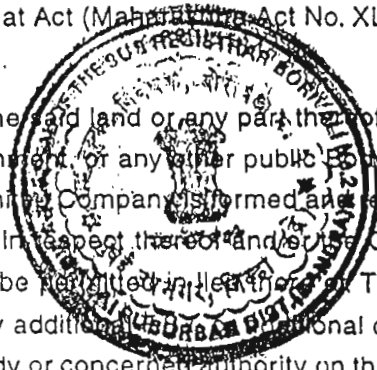


seeks loans from financial institutions, banks or other institutions against the security of the said federal society subject to the consent and approval of Evershine then in the event of the purchaser/s committing default of the payment of the installments of the consideration amount and in the event of Evershine exercising their right to terminate this agreement, the Purchaser/s shall and the Purchaser/s further hereby undertake/s to clear the mortgage debt outstanding at the time of the said termination. The Purchaser/s shall obtain the necessary letter from such financial institution, bank etc. stating that the financial institution, bank etc. the Purchaser/s shall be entitled to the refund of the amount so paid by him/her/them to Evershine towards the said Flat/Shop However, Evershine shall directly pay the amount payable to the financial institution, bank their employer or other such institutions by the Purchaser/s from the amount standing to his/her/their credit with Evershine towards the said Flat/Shop and (Paid by him/her/them to the Joint 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 mortgage debt from such bank, financial institution etc. shall the Purchaser/s be entitled to the refund of the balance amount standing credited to the account of the Purchaser/s with Evershine towards the said Flat/Shop. Notwithstanding all that is stated hereinabove it shall ALWAYS be obligatory on the part of the Purchaser/s to pay the installments of the consideration amount as and when due under the terms of this agreement and the purchaser/s shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Purchaser/s has 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 failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Purchaser/s has applied for loan to such financial institutions, banks, their employers or such other institutions and that the same are under process of disbursement or that the said loan application of the Purchaser/s is rejected. In the event of the failure of the Purchaser/s to pay the installments of the consideration amount the Joint Developers shall be entitled to enforce their rights as mentioned in Clause 26;

57. Any additions and alterations in the flat/shop and/or in respect of the specifications and amenities by the Purchaser/s may if agreed upon by the Joint Developers shall be carried out at the risk and extra costs of the Purchaser/s which shall be paid in advance by the Purchaser/s before the work is carried out by the Joint Developers.

58. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flat Act (Maharashtra Act No. XLV of 1963) and the Rules made thereunder/said Act.

59. If any portion of the said land or any part thereof is acquired or notified to be acquired by the Government, or any other public Body or Authority at or before the time the Society or Limited Company is formed and registered, shall be entitled to receive all the benefits in respect thereof and/or the Compensatory F.S.I. or all other benefits which may be permitted in lieu thereof. The Joint Developers shall also be entitled to use any additional or additional constructions that may be permitted by the Local Body or concerned authority on the said land for any reason whatsoever including F.S.I./T.D.R. in respect of any adjoining or neighbouring land.



*Rachna*

998	20
2003	

belonging to BREDCO property. Such additional structures and storeys will be entitled to the sole property of the Joint Developers, who will be dispose off the same in any way they choose and the Purchaser/s hereby Irrevocably consent to the same. Under the circumstances aforesaid, the Purchaser/s shall not be entitled to raise any objection or to any abatement in price of the federal society agreed to be acquired by him/her/them or and/or compensation or damage on the ground of inconvenience or any other ground what so ever. It is agreed by and between the parties that if the permitted Floor Space Index or density is not sanctioned in the building being put up and/or at any time further construction on the said land is allowed prior to the Federal Society Flat/shop, Society or the Limited Company being formed or registered, then the Joint Developers shall have the right to put up additional floors space of the said Property in any other manner whatsoever. The Purchaser/s agrees and undertakes to permit and give the Joint Developers additional/a facilities for making any additions, alterations or to put up any additional/s structures or floors on the said land as provided in these presents till the land is conveyed/assigned to the Co-operative society. The Purchaser/s further agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and /or for any other reasons.

60. After execution of this Agreement, the same will be presented and lodged with the Sub-Registrar of Assurances at Bandra/Mumbai for registration thereof by the Purchaser/s, who shall pay the necessary Stamp Duty and registration charges and other fees in respect thereof, and shall intimate to the Joint Developers the lodgment number and date in case the Agreement is lodged by the Purchaser/s immediately thereafter, for the purpose of admitting the execution hereof by the Joint Developers. If the Purchaser/s shall fail to do so, the Joint Developers shall not be responsible thereof and the consequence arising therefrom.

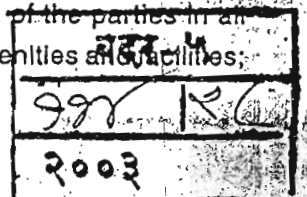
61. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if addressed to the Purchaser/s and sent by prepaid postal charges, under Certificate of posting, at the following address :- ~~Mumbai~~ B/12/404 Saraf Choudhary

*Rachna* Nagar Thakur Complex, Kandivali (E)  
Mumbai - 401

It is clearly understood between the Parties that any letters or other communication address by the Joint Developers to the Purchaser/s as aforesaid will be deemed to have been received by the Purchaser/s notwithstanding change in the address of the Purchaser/s unless the Purchaser/s has previously notified the Joint Developers in writing the change in his/her/their/its address and the address by a letter sent by registered post acknowledgment due;

62. It is also agreed and understood by and between the parties hereto that the Flat/Shop Purchasers shall not enclose any part of the terrace shown on the approved plan, at anytime, nor carry out any construction on the terrace;

63. Notwithstanding anything contained to the contrary in any prior or contemporary advertisements/publicity/promotional material these presents shall constitute the complete and comprehensive contract between the parties and shall govern and be construed to govern the rights and obligations of the parties in all matter relating to area of the premises, fixtures, fittings and amenities and facilities;



*Rachna*

## THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of land to be developed)

All those piece and parcel of land situate at Village Polsar, Takuka Borivall, Bombay Suburban District, Bombay admeasuring 1,74,718.43 Square Meters or thereabout out of Survey Nos. 29,21,34,37,38,9 and 41 having CTS Numbers as under and more particularly shown on the Plan annexed hereto surrounded by red colour boundary line admeasuring area as follows :

S. No.	CTS Nos.	Area Ins Sq. Mtrs.	Reservation as Per Development Plan
38	809-A/1	5,167.50	PH-A (Public Housing)
41	824-a	5,256.75	
		<b>10,424.25</b>	
31	818-C/1	3,360.00	PH-B
29	820	4,447.50	
39	832	530.00	
	+ 809-A/1 + 809-A/2 + 809-A/6	46,066.00	
		<b>54,403.50</b>	
34	810	330.00	PH-C
38	809-a/1	25,606.00	
		<b>25,936.00</b>	
<b>Total PH - A+B+C = 90,763.75 Square Meters</b>			
34	801 (Pt)	1,282.50	FB (Fire Brigade)
38	809-A/1	9,597.50	
		<b>10,880.00</b>	
37	822	4,403.00	PARK
38	809-A/1	27,757.00	
		<b>32,160.00</b>	
38	809-A/1	2,160.00	PG (PLAY GROUND) MAP (MUNICIPAL PRIMARY SCHOOL)
38	809-A/1	2,136.00	
<b>Total 47,336.00 Square Meters</b>			
31	818-C/1	805.20	36.60 Mts. D.P. PLAN
29	820	2,270.00	
38	809-A/1	10,298.00	
34	810	3,412.75	
37	822	804.00	
38	809-A/1	11,813.48	
		<b>29,403.43</b>	
38	809-A/1	7,932.57	36.60 MTS D.P. PLAN
<b>Total</b>		<b>1,74,718.68</b>	

The above property bounded as follows :  
 Towards North : 13.4 mt. D.P. Road  
 Towards South : 13.4 mt. D.P. Road  
 Towards East : 13.4 mt. D.P. Road  
 Towards West : 36.6 mt. D.P. Road

*Chm*  
*Rachna*



**वडा-५**

**११/१२**

**२००३**

## THE SECOND SCHEDULE ABOVE REFERRED TO

### SPECIFICATIONS :

- \* Building will be of R.C.C. frame structure.
- \* Walls will be of concrete block or brick masonry walls.
- \* Building will be finished with smooth plaster internally and cement face or any other decorative plaster externally.
- \* Doors will be of wooden frame with Nova Board finished with oil paint and brass fixtures. Toilets will be provided with wooden panel shutters, Main door with Decorative handle and night latch.
- \* Windows will be of aluminium frame with Glass, shutters and fixtures.
- \* Building will be painted with cement paint externally.
- \* Internally it will be painted with colour wash.
- \* Plumbing and sanitation will be carried out through Licenced Agency as per rule and specification of Mumbai Municipal Corporation
- \* Electric work will be executed through Licenced Agency, as per rules and regulations of B.S.E.S.
- \* The Building will be fenced along boundaries and open spaces will be paved as per requirements of Mumbai Municipal Corporation.

### KITCHEN PLATFORMS

- \* Granite platform with stainless steel sink.

### FLOORING / DADO

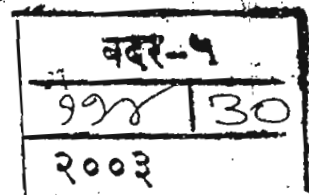
- \* Living passage Grenamite / Ceramic Tiles.
- \* Bedroom, Hall - Ceramic Tiles.
- \* Kitchen - Ceramic Tiles in flooring, Ceramic Tiles Dado above Platform.
- \* Bath/W.C. Granite Tiles/Dado full Height.

### ELECTRIC WORK

- \* Concealed copper wiring for all points.
- \* T.V. / Cable point.
- \* G.I. Fittings.
- \* Concealed plumbing.

### COMMON AMENITIES

- \* Lift.
- \* Terrace.
- \* Entrance of the Building.

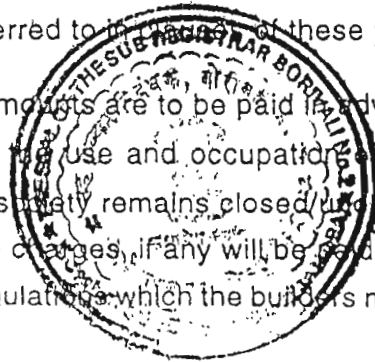


*Richa*



### THE THIRD SCHEDULE ABOVE REFERRED TO

- \* The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the terrace, gutters and rain water pipes of the building, water pipes, lift and electric wires in, under or upon the building and enjoyed or used by the flats/premises holder/holders in common with the other occupiers of the flats and the main entrance, passages, landings, lift and staircases of the Building/s or Wing/s as enjoyed by the flat holder/s used by him/her/them in common as aforesaid and the boundary walls of the building, compound terraces, etc.
- \* The cost of cleaning and lighting the passages, water pumps, landings, staircases, common lights and parts of the building used by the flat holder/s in common as aforesaid.
- \* The cost of salaries of cleaning and lighting the passages, water pumps, landings staircases, common lights and parts of the building used by the flat holder/s in common as aforesaid.
- \* The cost of salaries of clerk, bill collectors, chowkidars pumpmen, sweepers, gardeners etc.
- \* The cost of working and maintenance of common lights, water pump, lift and other service charges.
- \* Deposits for Building/s or Wing/s meter, electric meter, sewer line, etc.
- \* Municipal and other taxes, such as water charges bills, electric charges bills, levy and revenue, N.A. taxes etc.
- \* Insurance of Building.
- \* Such other expenses, as are necessary incidental for the maintenance and upkeep of building.
- \* Amounts referred to in the schedule of these presents.
- \* The above amounts are to be paid in advance quarterly, half yearly or yearly for the use and occupation of flat/s shop/s whether the said federal society remains closed or occupied by the purchaser/s. maintenance charges, if any will be paid according to the bye-laws, rules and regulations which the builders may make from time to time.



*Rachha*

नदर-५	
११४	३९
२००३	

21/12

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seal to these presents the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED )

For Evershine Builders (P) Ltd.

by the withinnamed \_\_\_\_\_ )

EVERSHINE BUILDERS (P) LTD. )

By Mr. Ramchandra B. Kulkarni )



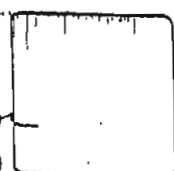
[Signature]  
Director

In the presence of \_\_\_\_\_ )

Bombay Real Estate Devlp. Co. (P) Ltd. )

by Mr. Ramchandra B. Kulkarni )

(Coastal Attorneys) )



For Bombay Real Estate  
Devlp. Co. (P) Ltd.

[Signature]  
Director

SIGNED SEALED AND DELIVERED )

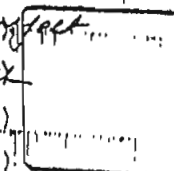
by the withinnamed \_\_\_\_\_ )

Shri/Smt. \_\_\_\_\_ )

The Purchaser Vijay Shankar Ramjeet )

In the presence of Mishra & Radha )

Vijay Shankar Mishra )



[Signature]  
Radha Mishra

Receipt

RECEIVED the day and year first hereinabove written of and from the withinnamed  
Mr. VIJAY SHANKAR RAMJEET MISHRA & RADHA Vijay Shankar  
Purchaser/s the sum of Rs. 1,41,755/-  
(Rupees one lakh forty one thousand seven  
hundred fifty five only Only)

being the amount of the deposit/garnest money to be paid by him/her to us vide  
Cheque No. / ~~Bank Draft~~ No 001763 dated 19.12.02  
drawn on Bank of India

WITNESS :



WE SAY RECEIVED  
For EVERSHINE BUILDERS PVT. LTD.

1. \_\_\_\_\_

2. \_\_\_\_\_

For Bombay Real Estate Devlp. C. (P) Ltd.

[Signature]

बंदर-५  
११४ १३२  
२००३

Director

**M. T. MISKITA & CO. (REGD.)**

M. M. MISKITA  
V.C. MISKITA

Advocates & Solicitors

TO WHOMSOEVER IT MAY CONCERN

**TITLE CERTIFICATE**

Under instructions from our clients Evershine Builders Pvt. Ltd. we have perused copies of the papers and documents mentioned herein with regard to the land out of Survey Nos. 29,31,34,37,38,39 and 1 bearing New CTS Nos. 809-A/1, 809-A/2, 809-A/6, 810 (pt), 818-C/1, 820 (pt), 822 (pt), 284-A, 828/2, 832(pt), in all admeasuring 1,74,718.43 Square Meters or thereabouts and as shown in the Schedule hereunder reserved for Public Housing (P.H.), Play Ground (PG), Municipal Primary School (MAP), Fire Brigade (FB) and Development Plan Road (D.P.Road) as per relocation letter dated 21st October, 1999 bearing No. CHE901/ D-Plot/P&R issued by Executive Engineer (D.P.) (WS)R of Municipal Corporation of Greater Mumbai and as per sub-division order bearing Nos. SR/3916 dated 5th March 1999 relating to S. No. 38(pt), CTS No. 809A in development plan of Village Palsar, Taluka Borivall, Bombay Suburban District, Bombay and more particularly shown on the duly sign plan annexed hereto surrounded by red colour boundary lines and stated in the Schedule hereunder, for brevity the same is hereinafter called "the said land";

1. In and before the 1951 Nanabhoj Byramjee Jeejeebhoy was seized and possessed of and/or otherwise well and sufficiently entitled to inter alia the said land at Village Palsar described in the Schedule hereunder written;

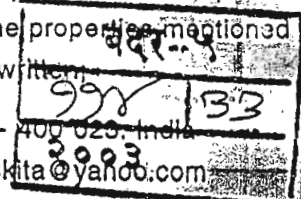
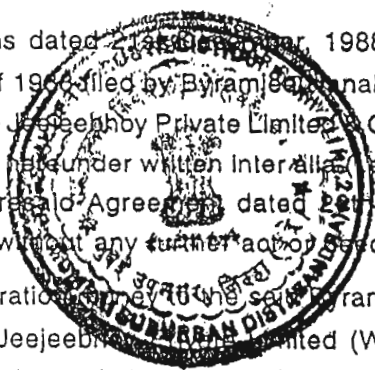
2. By a registered Conveyance dated 24th July, 1951 (registered with the Sub Registrar of Assurances at Bombay under Registration No. 4212 of Volume No. 1 on 17th November, 1951) and expressed to be made between the said Nanabhoj Byramjee Jeejeebhoy as the Vendor of the One Part and Byramjee Jeejeebhoy Limited (subsequently known as Byramjee Jeejeebhoy Private Limited) a company governed under the provisions of the Companies Act, 1956 as the Purchaser of the Other Part the said Nanabhoj Byramjee Jeejeebhoy sold, granted assured, conveyed and transferred to the said Byramjee Jeejeebhoy Private Limited inter alia the said land more particularly described in the Schedule hereunder written and shown on the plan annexed hereto surrounded by red colour boundary lines.

3. By an Agreement dated 29th June 1982 and expressed to be made between the said Byramjee Jeejeebhoy Private Limited as the owners of the One Part and the said BREDCO therein referred to as the Developers of the other Part, BREDCO has acquired development rights inter alia in the said land on the terms and subject to the conditions more particularly stated in the said Agreement dated 29th June 1982.

4. By virtue of the Consent Terms dated 21st October, 1988 filed in High Court at Bombay in Company Petition No. 868 of 1988 filed by Byramjee Nanabhoj Jeejeebhoy & Ors. As the Petitioners and the said Byramjee Jeejeebhoy Private Limited & Ors. As the Respondents the said land described in the Schedule hereunder written inter alia (p. alongwith other lands) became vested but subject to the aforesaid Agreement dated 29th June 1982 in the said Nanabhoj Jeejeebhoy Private Limited without any further act or deed;

5. BREDCO has paid full consideration to the said Byramjee Jeejeebhoy Private Limited and obtained from Nanabhoj Jeejeebhoy Private Limited (Who were successors in title to the said Byramjee Jeejeebhoy Private Limited as herein recited) an Irrevocable power of Attorney date 28th February, 1989 in their favour of fully deal with the properties mentioned therein including the said land described in the Schedule hereunder written.

Yusuf Building, 3rd Floor, Veer Nariman Road, Fort, Mumbai - 400 020, India  
Tel. : 204-4238, 283-2122 Fax : (91-22) 282-8456 E-Mail : miskita@yahoo.com



6. In the premises BREDCO has become fully entitled to deal with various properties including the said land and dispose of the same on such terms and conditions as it may deem fit and proper.

7. By two Memorandums of Understanding dated the 6th day of October, 1986 and 29th day of January 1992, made between BREDCO and Thakur Brothers Agricultural Farm, the said BREDCO and Thakur Brothers Agricultural Farm agreed to develop the various property mentioned therein which include the said land described in the Schedule hereunder written, in the ratio of 60% by BREDCO and 40% by Thakur Brothers Agricultural Farm;

8. The Additional Collector & Competent Authority, ULC, Greater Bombay by a permission dated the 20th day of October, 1989 under provisions of the Urban Land (Ceiling & Regulation) Act, 1976 bearing No. C/ULC/D.III/22/4018 under provisions of section 22 of the said ULC Act, 1976 inter alia allowed to hold the said land for redevelopment, the Additional Collector & Competent Authority has also issued corrigendum dated 16th July 1993, 8th October 1993, 4th June 1997, 20th May 1998 and 11th November 1999 to the aforesaid permission dated 20th October, 1989 in respect of the said land described in the Schedule hereunder written upon the terms and conditions mentioned in the said premises;

9. There is no litigation pending with regard to the said land against BREDCO and the claim of the persons whose names are mentioned in the other right column of the record of rights are not in respect of the reserved land mentioned in the Schedule hereunder save and except claim of Thakur Brothers Agricultural Farm ("the said Firm");

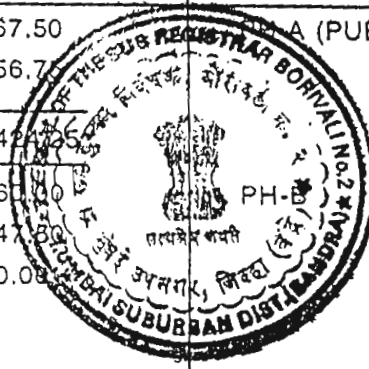
10. BREDCO and the said Firm have each made a declaration both dated 27th January, 2000 deposing, inter alia, that, there is no suit or other proceeding or injunction or attachment affecting the said lands and that neither BREDCO nor the said Firm have created any mortgage or charge or other encumbrance or third party rights nor has BREDCO received any claim or demand in respect of the said land which is contrary to or inconsistent its sole and absolute ownership of the said lands except that of the said Firm which has been amicably settle between BREDCO and the said Firm as recorded in the said Memorandum of Understanding;

In view of the aforesaid and on the basis of the said Declarations and subject to what is stated herein, the title of BREDCO, with regard to the lands described in the Schedule are good and marketable and is free from encumbrances.

The Schedule Above Referred To :-

All those piece and parcel of land situate at Village Poisar, Taluka Borivall, Bombay Suburban District, Bombay admeasuring 1,74,718.43 Square Meters or thereabout out of Survey Nos. 29,31,34,37,38,9 and 41 having CTS Numbers as under and more particularly sown on the Plan annexed hereto surrounded by red colour boundary line admeasuring area as follows :

S. Nos.	CTS No.	Area in Sq. Mts	Reservation As per Development Plan
38	809-A/1	5167.50	A (PUBLIC HOUSING)
41	824-a	5256.71	
		10424.21	
31	818-C/1	3360.00	PH-B
29	820	4447.80	
39	832	530.08	
	+ 809-A/1 + 809-A/2 + 809-A/6		
		54403.50	



बदर-५  
११० १३५  
२००३

S. Nos.	CTS No.	Area in Sq. Mts.	Reservation As per Development Plan
34	810	330.00	PH-C
38	809-a/1	25606.00	
		<u>25936.00</u>	
<b>TOTAL PH - A + B + C = 90763.75 SQUARE METERS</b>			
34	810(PT)	1282.50	FB (FIRE BRIGADE)
38	809-A/1	9597.50	
		<u>10880.00</u>	
37	822	4403.00	PARK
38	809-A/1	27757.00	
		<u>32160.00</u>	
38	809-A/1	2160.00	PG (PLAY GROUND) MAP (MUNICIPAL PRIMARY SCHOOL)
38	809-a/1	2136.00	
<b>TOTAL 47336.00 SQUARE METERS</b>			
31	818-C/1	805.20	36.60 MTS. D. P. PLAN
29	820	2270.00	
38	809-A/1	10298.00	
34	810	3412.75	
37	822	804.00	
38	809/A/1	11813.48	
		<u>29403.48</u>	
38	809-A/1	7215.00	13.40 MTS D.P. PLAN
<b>TOTAL 36618.68</b>			

The above property bounded as follows :

Towards North : 13.4 Meters D.P. Road;  
 Towards South : 18.3 Meters D. P. Road;  
 Toward East : 13.4 Meters D. P. Road;  
 Towards West : 36.6

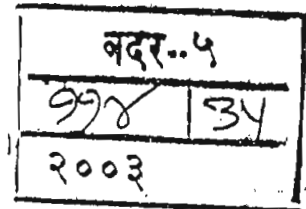
DATED



2000.

Yours faithfully,  
 For M.T. Miskita & Co.

Partner



Office of Oa  
Ex. Eng. Bldg. Prop. (W/S) P. & R. Work  
Dr. Babasaheb Ambedkar Market Ida.  
Kandivali (West), Mumbai-400 062.

**MUNICIPAL CORPORATION OF GREATER MUMBAI**

NO. CHE/A-2140/BP(WS)/AB OF

**IOD**

EMP- KANDIVALI - SECTOR I BLDG NO

To,  
Shri H.A. Mehta,  
Architect.

Subject : Proposed building No.1 on Sector No.1  
on plot bearing C.T.S. No.809A-1/2,  
809A-1/4, 809-A/1/5 of Village Poisar,  
at Kandivali (East).

Reference : Your letter dated 27.5.2001.

\*\*\*\*\*

Sir,

There is no objection to carry out the work as per the amended plans submitted by you vide your letter under reference subject to the following conditions :-

- ) That all the objections of this office Intimation of Disapproval under No. 12.1.97 shall be applicable & should be complied with.
- ) That all the changes proposed shall be shown on the canvas plans to be submitted at the time of Building Completion Certificate.
- ) That the revised R.C.C. design and calculation should be submitted before C.C.
- ) That the revised drainage approval shall be submitted before C.C.
- ) That the extra water and sewerage charges shall be paid before C.C.
- ) That the N.O.C. from Supdt. of Gardens shall be submitted before occupation.
- ) That the development charges shall be paid before C.C.
- ) That the amended layout will be got approved before requesting for C.C.
- ) That the Structural Design with seismic forces shall be submitted before C.C.
- ) That the P.C.O. charges shall be paid before C.C.
- ) That the Regd. U/t. for difference in premium shall be submitted before C.C.

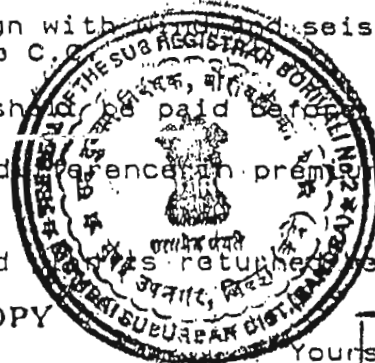
approval.

One set of certified plans is returned herewith as a token of approval.

**CERTIFIED TRUE COPY**

1.1 set of apprd. plan

H. A. MEHTA, B.E. (C), A.M.I.C.E.  
Architects & Engineers



Yours faithfully,

998/13E  
27/7/2003  
Executive Engineer (Bldg. Proposal)

Office of the  
Ex. Eng. Bldg. Prop. (W/S) P. & R. Ward  
Dr. Babasaheb Ambedkar Market Bldg.,  
Kandivall (West), Mumbai-400 062

**MUNICIPAL CORPORATION OF GREATER MUMBAI**

**NO. CHE/A-2141/BP(WS)/AR OF**

**54 JUL 2001**

**IOD.**

TO:  
Shri H.A. Mehta,  
Architect.

**EMP-Kandivali - Sector 1 Bldg No. 2**

Subject : Proposed building No.2 on Sector No.1  
on plot bearing C.T.S. No.809A-1/2,  
809A-1/4, 809-A/1/5 of Village Poisar,  
at Kandivali (East).

Reference : Your letter dated 22.5.2001;

\*\*\*\*\*

There is no objection to carry out the work as per the amended plans submitted by you vide your letter under reference subject to the following conditions :-

- 1) That all the objections of this office Intimation of Disapproval under No. 12-1-99 shall be applicable & should be complied with.
- 2) That all the changes proposed shall be shown on the canvas plans to be submitted at the time of Building Completion Certificate.
- 3) That the revised R.C.C. design and calculation should be submitted before C.C.
- 4) That the revised drainage approval shall be submitted before C.C.
- 5) That the extra water and sewerage charges shall be paid before C.C.
- 6) That the N.C.C. from Supdt. of Gardens shall be submitted before occupation.
- 7) That the development charges shall be paid before C.C.
- 8) That the soil investigation shall be done and report thereof will be submitted with structural design before requesting for C.C.
- 9) That the Structural Design with wind and seismic forces shall be submitted before



बदर-५
११४ / ३३
२००३

- 10) That the P.C.O. charges shall be paid before C.C.
- 11) That the Regd. U/t. for difference in premium shall be submitted before C.C.

Approval. One set of certified plan is returned herewith as attok

Yours faithfully,

Encl. 1 set of apprd. plan

*Randhawa*  
 Executive Engineer (Bldg. Propn)  
 Western Subs. R Wards.

Certified  
 H. A. MISHRA  
 Architect & Engineer  
 I.C.E.



बदर-५
११४/३८
२००३



Office of the  
Ex. Eng. Bldg. Prop. (W/S) P. & R. Ward  
Dr. Babasaheb Ambedkar Market Bldg.  
Kandivall (West), Mumbai-400 042

**MUNICIPAL CORPORATION OF GREATER MUMBAI**

NO. CHE/A-2142/BP(WS)/AB OF

**4 JUL 2001**

Shri H.A. Mehta,  
Architect.

**IOD**  
**EMP - Kandivall - Sector 1 Bldg. No. 3**

Subject : Proposed building No.3 on Sector No.1  
on plot bearing C.T.S. No.809A-1/2,  
809A-1/4, 809-A/1/5 of Village Poisar,  
at Kandivall (East).

Reference : Your letter dated 22.1.5 2001

\*\*\*\*\*

It is noted that you have submitted the amended drawings and objection to carry out the work as per the amended drawings submitted by you vide your letter under reference subject to the following conditions :-

That all the objections of this office Intimation of Disapproval under No. 12.1.99 shall be applicable & should be complied with.

That all the changes proposed shall be shown on the canvas plans to be submitted at the time of Building Completion Certificate..

That the revised R.C.C. design and calculation should be submitted before C.C.

That the revised drainage approval shall be submitted before C.C.

That the extra water and sewerage charges shall be paid before C.C.

That the N.O.C. from Supdt. of Gardens shall be submitted before occupation.

That the development charges shall be paid before C.C.

That the amended layout will be got approved before requesting for C.C.

That the Structural Design shall be submitted before seismic forces shall be



बदर-५  
१११/१३८  
२००३

- 10) That the P.C.O. charges shall be paid before C.C.
- 11) That the Regd. U/t. for difference in premium shall be submitted before C.C.
- 12) That the Regd. U/t. against misuse of pocket terraces shall be submitted before C.C.

One set of certified plan is returned herewith as a token approval.

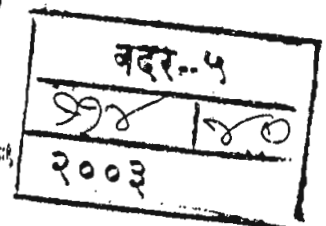
Yours faithfully,

Encl. 1 set of apprd. plan

*H. A. Mehta*  
Executive Engineer (Bldg. Propos.  
Western Subs. 'R' Wards.

CERTIFIED TRUE COPY

H. A. MEHTA, B.E. (C), A.M.I.C.E.  
Architects & Engineers



Office of the  
Ex. Eng. Bldg. Prop. (W/S) P. & R. Ward  
Dr. Babasaheb Ambedkar Market Wda.  
Kandivali (West), Mumbai-400 062

**MUNICIPAL CORPORATION OF GREATER MUMBAI**

NO. CHE/A-2143/BP(WS)/AB OF 4 JUL 2001

TO:  
Shri H.A. Mehta,  
Architect.

IOB  
EMP- Kandivali - Sector - 1 Bldg. No. 4

Subject : Proposed building No.4 on Sector No.1  
on plot bearing C.T.S. No.809A-1/2,  
809A-1/4, 809-A/1/5 of Village Poisar,  
at Kandivali (East).

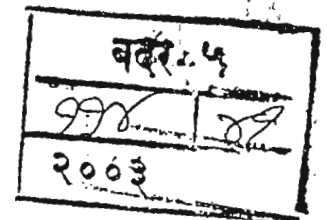
Reference : Your letter dated 22.5.2001.

\*\*\*\*\*

Sir,

There is no objection to carry out the work as per the amended plans submitted by you vide your letter under reference subject to the following conditions :-

- 1) That all the objections of this office Intimation of Disapproval under No. 12.1.99 shall be applicable & should be complied with.
- 2) That all the changes proposed shall be shown on the canvas plan to be submitted at the time of Building Completion Certificate.
- 3) That the revised R.C.C. design and calculation should be submitted before C.C.
- 4) That the revised drainage approval shall be submitted before C.C.
- 5) That the extra water and sewerage charges shall be paid before C.C.
- 6) That the N.O.C. from Supdt. of Gardens shall be submitted before occupation.
- 7) That the development charges shall be paid before C.C.
- 8) That the soil investigation will be done and report thereof will be submitted with structural design before requesting for C.C.
- 9) That the Structural Design with wind and seismic forces shall be submitted before



- 10) That the P.C.O. charges shall be paid before C.C.
- 11) That the Regd. U/t. for difference in premium shall be submitted before C.C.
- 12) That the amended layout shall be got approved before requesting for C.C.
- 13) That the Regd. U/t. against misuse of terraces shall be submitted before C.C.

One set of certified plan is returned herewith as a token of approval.

Yours faithfully,

Encl. 1 set of apprd. plan

*[Signature]*  
 Executive Engineer (Bldg. Proposal)  
 Western Subs. R Wards.

CERTIFIED TRUE COPY

H. A. MEHTA, D.E. (C), A.M.I.C.E.  
 Architects & Engineers



बदर-५
११४ १४२
२००३



MUMBAI

Office of the  
Ex. Eng. Bldg. Prop. (W/S) P. & R. Ward  
Dr. Babasaheb Ambedkar Market Bldg.  
Kandivali (West), Mumbai-400 047

This I.O.D./C.C. is issued Subject  
to the provisions of Urban Land  
(Control and Regulation) Act, 1976

MUMBAI MAHANAGARPALIKA

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

NO. CHE / A-2140 /BP (WS) /M/AR

7 SEP 2001

COMMENCEMENT CERTIFICATE

To,  
Shri K.E. Vaid

Owner.

Sir,

With reference to your application No. 1754 dated 16.12.98 for Development Permission and grant of Commencement Certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 348 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Proposed building No.1, Sector No.1 C.T.S. No. 809A-1/2, 809A-1/4, 809A-1/5

at premises at Street \_\_\_\_\_

Village Poisar

Pict. No. \_\_\_\_\_

situated at Kandivali (East)

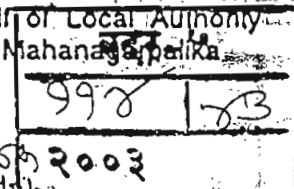
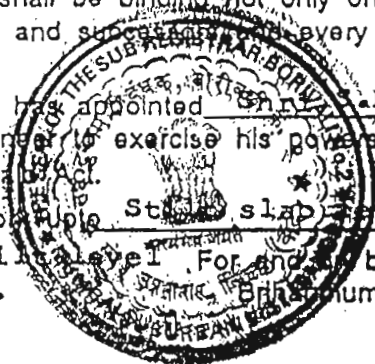
Ward R/South

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

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & 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 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 application and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The condition of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri B. Uchgoankar  
Assistant Engineer to exercise his powers and functions of the Planning Authority under section 45 of the Act.

This C.C. is restricted for work upto Stilt slab level of Wings 'A' & 'B'  
and part plinth + part stilt level. For and on behalf of Local Authority  
of Wings 'C' and 'D' only.



Asst. Engineer, Building Proposal (West. Sub.)  
~~for~~ 'R' Wards

FOR

MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

Ex. Bldg. Prop. (W/S) P. & R. to the provisions of Urban Land  
Dr. Babasaheb Ambedkar Market Bldg. (Ceiling and Regulation) Act, 1976  
Kandivali (West), MUMBAI-400 087. MUNICIPAL CORPORATION  
MUMBAI

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

NO. CHE/A-2141 /BP (WS) /AA/AR

17 SEP 2001

**COMMENCEMENT CERTIFICATE**

To,  
Shri K.E. Vaid

Owner.

Sir,

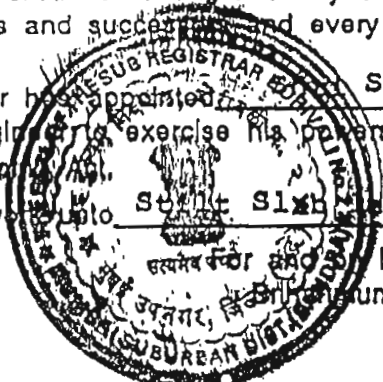
With reference to your application No. 1755 dated 16.12.98 for Development Permission and grant of Commencement Certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Proposed bldg. No.2 on Sector No.I C.T.S. No. 809-A-1/2, 809-A-1/4, 809-A-1/6 and 820 at premises at Street \_\_\_\_\_ Village Poisar Plot No. \_\_\_\_\_ situated at Kandivali (East) Ward R/South

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

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & 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 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 application and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The condition 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 S.B. Uchgoankar Assistant Engineer to exercise his powers and functions of the Planning Authority under section 45 of the Act.

This C.C. is restricted for work upto Street Sixth level of Wings 'A' to 'D' only.



for and on behalf of Local Authority only.  
वदर-५  
92/08  
30/09/01  
Asst. Engineer, Building Proposal (West. Sub.)  
'R' Wards

FOR  
MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

Ex. Eng. Bldg. Prop. (W/S) P. & R. Ward  
Dr. Babasaheb Ambedkar Market Bldg.  
Kandivali (West)

to the provisions of Urban Land  
(Ceiling and Regulation) Act 1976

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1988 (FORM 'A')

NO. CHE/ A-2142 /BP (WS) /K/AR

1 OCT 2001

COMMENCEMENT CERTIFICATE

EMP- SECTOR 1- BLDG NO.3

To,  
Shri K.E. Vaid,  
C.A. to Owner.

Sir,

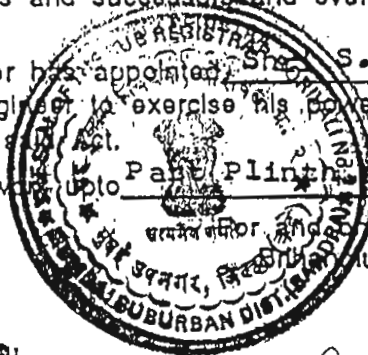
With reference to your application No. 1756 dated 16.12.98 for Development Permission and grant of Commencement Certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act 1988, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Proposed building No.3, Sector-I C.T.S. No. 809/A-1/2, 809/A-1/4, 809/A-1/6 and 820 at premises at Street \_\_\_\_\_ Village Poisar Plot No. \_\_\_\_\_ situated at Kandivali (East) Ward R/South

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

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1988.
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 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 application and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1988.
7. The condition 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 S.B. Uchgoankar. Assistant Engineer to exercise his powers and functions of the Planning Authority under section 45 of the Act.

This C.C. is restricted for work upto Part Plinth and Part Stilt of Wings 'A' to 'G' only.



behalf of Local Authority  
Mumbai Mahanagaralika

CERTIFIED TRUE COPY

H.A. MONTA, I.E.(C), A.M.I.E.E.  
AUDITOR & MANAGER

Asst. Engineer, Building Proposal (West. Sub.)  
300x'R' Wards

FOR  
MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

Ex. Eng Bldg Prop. (W/S) P & R. TRAY  
Dr. Babasaheb Ambedkar Market Bldg.  
Kandivall (West), Mumbai - 400 607

to the provisions of certain local  
(Planning and Regulation) Act, 1978

BRIHANMUMBAI MAHANAGARPALIKA

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

NO. CHE / A-2143 / BP (WS) / AP / AR

1 OCT 2001

COMMENCEMENT CERTIFICATE  
EMP-SECTOR-1 - BLDG NO. 4

To,  
Shri K.E. Vaid  
C.A. to Owner.

Sir,

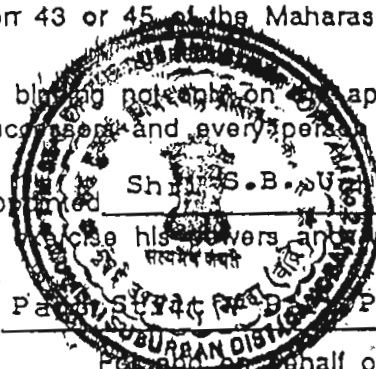
With reference to your application No. 1757 dated 16.12.98 for Development Permission and grant of Commencement Certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under section 34B of the Bombay Municipal Corporation Act, 1888 to erect a building to the development work of Proposed building No.4, Sector No.1 C.T.S. No. 809-A 1/2, 809-A/1/6 and 820 at premises at Street \_\_\_\_\_ Village Poisar Plot No. \_\_\_\_\_ situated at Kandivall (East) Ward R/South

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

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & 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 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 application and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The condition 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 S.B. Ughoankar Assistant Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is restricted for work upto Plinth Level of Wings 'A' and 'B' only.



CERTIFIED TRUE COPY

Asst. Engineer, Building Proposal (West Sub)  
'R' & 'R' Wards

MUNICIPAL COMMISSIONER, FOR GREATER MUMBAI



97577  
 RULED CARD No. 3780


...  
 ...  
 ...

*[Handwritten signature]*

...  
 ...  
 ...

...  
 ...  
 ...

...  
 ...  
 ...

...  
 ...  
 ...

...  
 ...  
 ...

...  
 ...  
 ...

...  
 ...  
 ...



RULED CARD No. 09288


...  
 ...  
 ...




...  
 ...  
 ...

...  
 ...  
 ...

*[Handwritten signature]*

...  
 ...  
 ...



...  
 ...  
 ...



...  
 ...  
 ...

पुस्तक

पोइसर

RULED CARD No 3788


पुस्तक

पोइसर

RULED CARD No 3787


वदर..५  
 781266  
 2003



Handwritten notes in Hindi, including the word 'वदर' (Vadar) and other illegible text.

Handwritten notes in Hindi, including the name 'क. वि. वि.' (K.V.V.) and other illegible text.



Handwritten notes in Hindi, including the name 'क. वि. वि.' (K.V.V.) and other illegible text.

Handwritten notes in Hindi, including the word 'वदर' (Vadar) and other illegible text.

Handwritten notes in Hindi, including the name 'क. वि. वि.' (K.V.V.) and other illegible text.



Handwritten notes in Hindi, including the name 'क. वि. वि.' (K.V.V.) and other illegible text.

पंजीकृत नमूना संख्या: 3889  
**RULED CARD** No. 3889

510	807/4-2	1
-----	---------	---


Handwritten notes and signatures in the right margin of the top card.

Handwritten note: 2/6/70

पंजीकृत नमूना संख्या: 3789  
**RULED CARD** No. 3789

--	--	--




वर्ष-4
598
2883

Handwritten notes, signatures, and official stamps in the right margin of the bottom card.

1934  
 1935  
 1936  
 1937  
 1938  
 1939  
 1940  
 1941  
 1942  
 1943  
 1944  
 1945  
 1946  
 1947  
 1948  
 1949  
 1950  
 1951  
 1952  
 1953  
 1954  
 1955  
 1956  
 1957  
 1958  
 1959  
 1960  
 1961  
 1962  
 1963  
 1964  
 1965  
 1966  
 1967  
 1968  
 1969  
 1970  
 1971  
 1972  
 1973  
 1974  
 1975  
 1976  
 1977  
 1978  
 1979  
 1980  
 1981  
 1982  
 1983  
 1984  
 1985  
 1986  
 1987  
 1988  
 1989  
 1990  
 1991  
 1992  
 1993  
 1994  
 1995  
 1996  
 1997  
 1998  
 1999  
 2000  
 2001  
 2002  
 2003  
 2004  
 2005  
 2006  
 2007  
 2008  
 2009  
 2010  
 2011  
 2012  
 2013  
 2014  
 2015  
 2016  
 2017  
 2018  
 2019  
 2020  
 2021  
 2022  
 2023  
 2024  
 2025



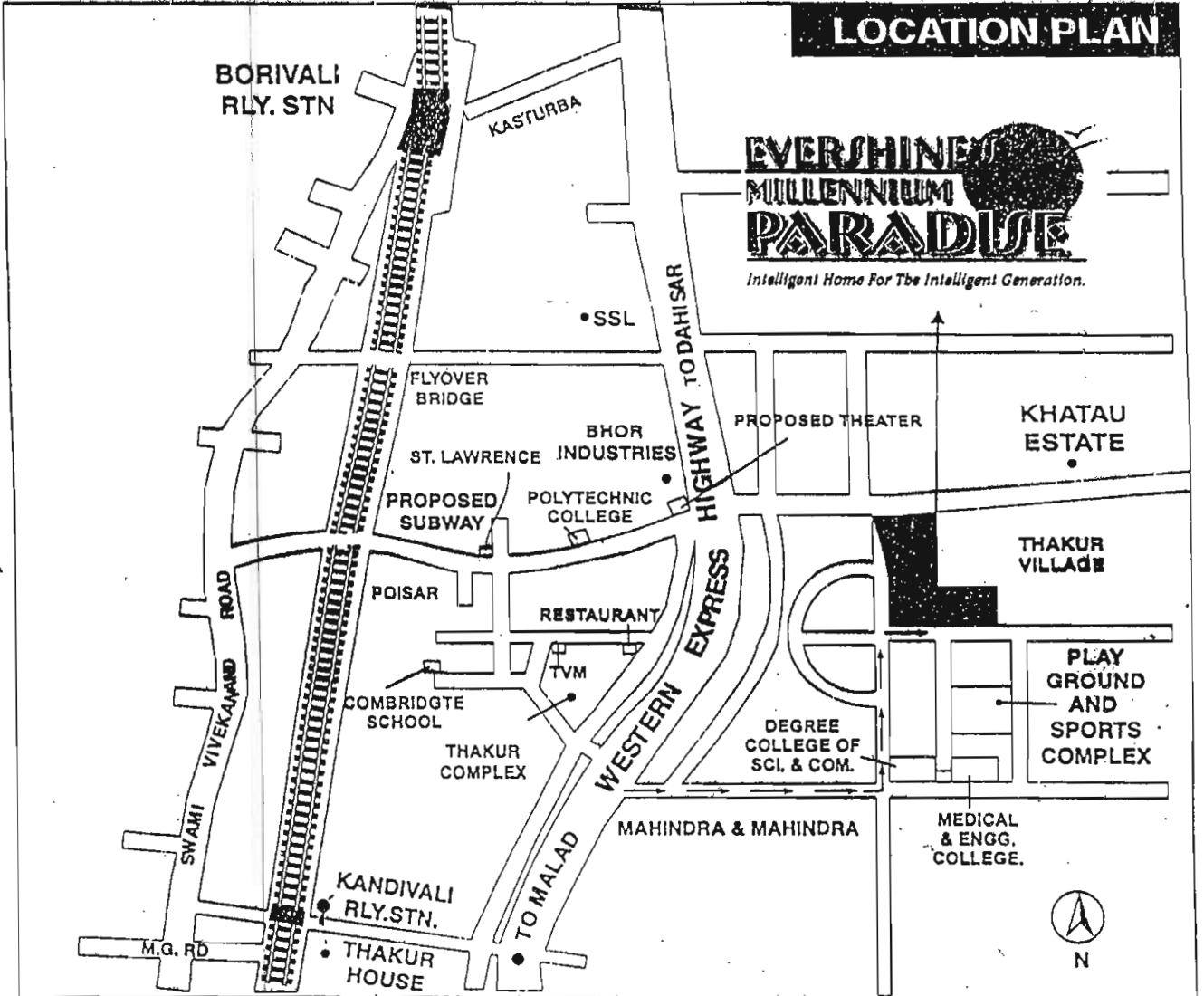
1934

1934  
 1935  
 1936  
 1937  
 1938  
 1939  
 1940  
 1941  
 1942  
 1943  
 1944  
 1945  
 1946  
 1947  
 1948  
 1949  
 1950  
 1951  
 1952  
 1953  
 1954  
 1955  
 1956  
 1957  
 1958  
 1959  
 1960  
 1961  
 1962  
 1963  
 1964  
 1965  
 1966  
 1967  
 1968  
 1969  
 1970  
 1971  
 1972  
 1973  
 1974  
 1975  
 1976  
 1977  
 1978  
 1979  
 1980  
 1981  
 1982  
 1983  
 1984  
 1985  
 1986  
 1987  
 1988  
 1989  
 1990  
 1991  
 1992  
 1993  
 1994  
 1995  
 1996  
 1997  
 1998  
 1999  
 2000  
 2001  
 2002  
 2003  
 2004  
 2005  
 2006  
 2007  
 2008  
 2009  
 2010  
 2011  
 2012  
 2013  
 2014  
 2015  
 2016  
 2017  
 2018  
 2019  
 2020  
 2021  
 2022  
 2023  
 2024  
 2025

1934  
 1935  
 1936  
 1937  
 1938  
 1939  
 1940  
 1941  
 1942  
 1943  
 1944  
 1945  
 1946  
 1947  
 1948  
 1949  
 1950  
 1951  
 1952  
 1953  
 1954  
 1955  
 1956  
 1957  
 1958  
 1959  
 1960  
 1961  
 1962  
 1963  
 1964  
 1965  
 1966  
 1967  
 1968  
 1969  
 1970  
 1971  
 1972  
 1973  
 1974  
 1975  
 1976  
 1977  
 1978  
 1979  
 1980  
 1981  
 1982  
 1983  
 1984  
 1985  
 1986  
 1987  
 1988  
 1989  
 1990  
 1991  
 1992  
 1993  
 1994  
 1995  
 1996  
 1997  
 1998  
 1999  
 2000  
 2001  
 2002  
 2003  
 2004  
 2005  
 2006  
 2007  
 2008  
 2009  
 2010  
 2011  
 2012  
 2013  
 2014  
 2015  
 2016  
 2017  
 2018  
 2019  
 2020  
 2021  
 2022  
 2023  
 2024  
 2025



998 140  
 2003



बदर-५
११ २/११
२००३

SECTOR-I

13.40 METRE WIDE D.P. ROAD

13.40 M. W. D. P. ROAD

(N)

(W)

(E)

R.G No.1  
(12719.25 Sqmet)

R.G No.2  
(12113.00 Sqmet)

R.G No.3  
(11542.25 Sqmet)

FUTURE PROVISION  
FOR MIDG No 6

D.P. ROAD

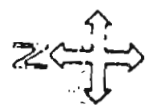


बदर-५५  
११४४/५२  
२००३

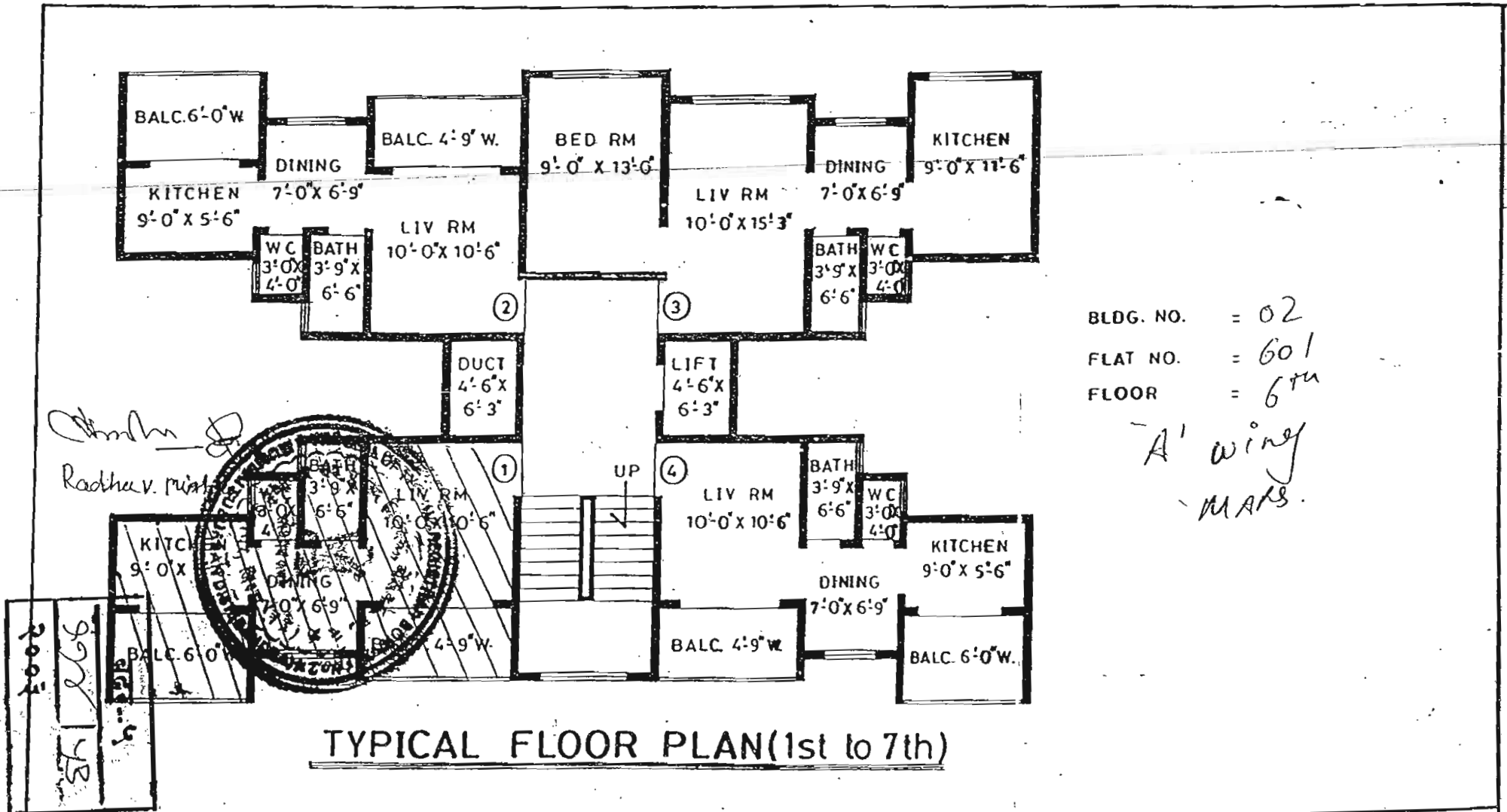
P.G

F.B

BLOCK PLAN



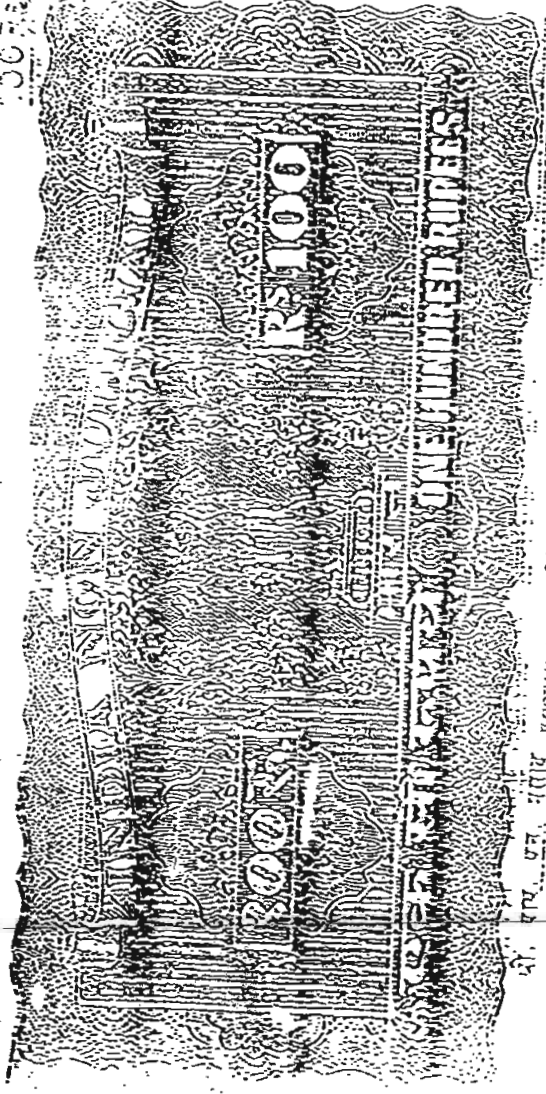
PROF. 30/11/03



TYPICAL FLOOR PLAN(1st to 7th)

PROPOSED BUILDING No.2 ON SECTOR No.1 BEARING C.T.S Nos.809-A/1/2, 809-A/1/4, 809-A/1/6, & 820 OF VILLAGE POISAR. AT KANDIVLI (EAST).

10078-74



श्री. एच. एच. शिंदे  
११, १२, १३, १४, १५, १६, १७, १८, १९, २०, २१, २२, २३, २४, २५, २६, २७, २८, २९, ३०, ३१, ३२, ३३, ३४, ३५, ३६, ३७, ३८, ३९, ४०, ४१, ४२, ४३, ४४, ४५, ४६, ४७, ४८, ४९, ५०, ५१, ५२, ५३, ५४, ५५, ५६, ५७, ५८, ५९, ६०, ६१, ६२, ६३, ६४, ६५, ६६, ६७, ६८, ६९, ७०, ७१, ७२, ७३, ७४, ७५, ७६, ७७, ७८, ७९, ८०, ८१, ८२, ८३, ८४, ८५, ८६, ८७, ८८, ८९, ९०, ९१, ९२, ९३, ९४, ९५, ९६, ९७, ९८, ९९, १००

2 AUG 2001



POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, the undersigned, do hereby authorize, empower, constitute and appoint M/S. EVERSHINE BUILDERS PRIVATE LIMITED & their Directors (1) MR. RAMCHAND LUDHANI & (2) MR. RAJU UMAR LUDHANI Indian Inhabitants having address at 7/10 Botewala Building, Room No. 11, Near Hornlin, Circle Fort Mumbai 400 023 SEND GREETINGS.



Verified True Copy



H. G. VIJAYKUMAR  
ADVOCATE HIGH COURT  
1192, Fernside Palace,  
Near Sachdev, Aha Nagar,  
Kanjivli (East), Mumbai-400 164.

२००१-०८
५६
१००२

२००१-०८
१११
१००३



WHEREAS :-

1. We (1) MR. RAMCHAND LUDHANI & (2) MR. RAJKUMAR LUDHANI are Developing property bearing C.T.S. No. 809 (1st), 810 (1st), 827 (1st), 818 /A (Pt), 824 (pt) & 832 (1st) of Village Palam in said developed property shall be called as "EVILS LINE'S MILLENNIUM PARADISE".
2. We are executing various Agreements, Supplementary Agreements, Deeds & Documents (hereinafter referred to as the said Deeds) in respect of the sale of flats, shops, office/parking spaces etc. in the above said buildings constructed on the above said properties in our capacities as developer/s of the said property which are required to be registered in the office of Sub-Registrar of Assurances at Dandara /Mumbai.
3. On account of our preoccupation with work we are unable to appear before the sub-registrar for admitting executed document for registration.
4. We therefore desirous of appointing (1) Miss. Sujata S. Pant (2) Mr. Sunil S. Pant (3) Mr. H.G. Vijaykumar (of M/s. Vijaykumar & Co) having their office at Flat No. B/102, Krishna Palace, Asha Nagar, Kandivall (East), Mumbai. 400 101 as our Constituted Attorneys jointly and each of them severally, to attend the office of the Sub-Registrar to admit executed document for registration.

बदर-५	
	५९
२००३	



Certified True Copy

*H.G.*  
*15/9/2003*  
 H. G. VIJAYKUMAR  
 ADVOCATE HIGH COURT  
 D-102, Krishna Palace,  
 Near Saidham, Asha Nagar,  
 Kandivall (East), Mumbai-400 101.

बदर-५
११०/१५५
२००३

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH that We (1) MR. RAMCHAND LUDHANI & (2) MR. RAJKUMAR LUDHANI appoint (1) Miss Sujata S. Pant (2) Mr. Guntl S. Pant (3) Mr. H.G. Vijaykumar (of M/s. Vijaykumar & Co) to be our true and lawful Attorneys jointly and/or each of them severally for the purpose expressed that is to say:-

1. To present and lodge for registration in the office of the Sub-Registrar of Assurances at Bandra/Mumbai or any registering authority appointed under the Indian Registration Act for the time being in force having the jurisdiction in relation to registration of the Deeds as well as for the registration of documents relating to the Flats/Shops/Parking Spaces developed by me/us.

AND to do perform and execute all such deeds matters documents and things relating to the registration of the Deeds and for that purpose aforesaid apply and effectually to all intents and purposes as we could do in our proper person if these presents had not been made.

3. This POWER OF ATTORNEY is restricted to only admit the execution before the Sub-Registrar of Assurances in Bandra/Mumbai. These are not for the execution of Agreements, Sale Deeds/etc.



बंदर-५/
६०
२००२

Certified True Copy

*H.G. Vijaykumar*  
MR. H. G. VIJAYKUMAR  
ADVOCATE HIGH COURT  
D-102, Krishna Palace,  
Near Sandham, Vitha Nagar,  
Kandivli (East), Mumbai-400 101.

बंदर-५
११४/१८
२००३

We (1) MR. RAMCHAND LUDHANI & (2) MR. RAJKUMAR LUDHANI hereby agree to ratify and confirm all whatsoever my said Attorneys do or caused to be done by virtue of these presents, with respect to admission of Agreements / Sale Deeds / Undertakings / Declarations / Power of Attorneys only with respect to the above said properties.

IN WITNESS WHEREOF We (1) MR. RAMCHAND LUDHANI & (2) MR. RAJKUMAR LUDHANI have set and subscribed our hands to this writing at Mumbai this 14th Day of September 2001.

SIGNED SEALED AND DELIVERED by the )

Within-named )

(1) MR. RAMCHAND LUDHANI & )

(2) MR. RAJKUMAR LUDHANI )

EVERSHINE BUILDERS PVT. LTD.

*[Signature]*  
DIRECTOR  
EVERSHINE BUILDERS PVT. LTD.

*[Signature]*  
DIRECTOR

In the presence of

1. *SUNIL S. PANT*  
P/O, BOTANICAL BLDG.  
FLOOR 7
2. *AV. NISHA PHATAK*  
P/O, BOTANICAL BLDG.  
FLOOR 7

ACCEPTED BY US

1. MR. SUNIL S. PANT

2. MS. SUJATA S. PANT

3. MR. H. G. VIJAYKUMAR

Certified True Copy

*[Signature]*  
*[Signature]*  
MR. H. G. VIJAYKUMAR  
ADVOCATE HIGH COURT,  
B-102 Krishna Palace,  
Near Bandra, Aina Nagar,  
Bandra (East), Mumbai-400 092.



बदर-12/	
	2002

बदर-4
992/140
2002

1) Pr... ...

2) Pr... ...

3) Pr...

दिनांक १२.१२.२०१९

महाराष्ट्र न्यायाधीशों की परिषद  
कोर्ट ऑफ अपील, मुंबई  
अपील नं. १२३/२०१९  
अपीलकर्ता: ...  
प्रतिवादी: ...  
वकील: ...

- 3) ...
- 4) ...
- 5) ...

न्यायाधीशों की परिषद  
कोर्ट ऑफ अपील, मुंबई  
अपील नं. १२३/२०१९

Certified True Copy

MR. K. G. VIJAYKUMAR  
ADVOCATE HIGH COURT  
9-102, Krishna Palace,  
Near Saldaam, Asba Nagar,  
Kandivli (East), Mumbai-400 101.



बंदर-५
११४-५१
२००३

बंदर-५
११४-५१
२००३

20 R



कर्मिक  
प्रधान रजिस्ट्रार कार्यालय, पुणे  
बांद्रा विस्तारित चिकी कक्ष बांद्रा।

8

- 6 JAN 2003

दिनांक Vijay Shankar R. Mishra  
सर्वधी/धी/धोमती

रजिस्ट्रार सुदृक  
या विज्ञापना.

  
सुदृक चिकीत



वदर-५  
9981ye  
२००३



06/01/2003

दुय्यम निबंधकः

11:26:53 am

बोरीवली 2 (कांदिवली)

दस्त गोवारा भाग-1

बदर5

दस्त क्र 114/2003

दस्त क्रमांक : 114/2003

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नामा विजयशंकर रामजित मिश्रा पत्ता: घर/फ्लॅट नं: बी /22/404 गल्ली/रस्ता: ठाकूर कॉम्प ईमारतीचे नावा सराफ चौधरी नगर ईमारत नं: - पेठ/बसाहत: - शाहर/गाव: कांदीवली तालुका: - पिन: 101	लिहून घेणार वय 38 सही		
2	नामा राधा विजयशंकर मिश्रा पत्ता: घर/फ्लॅट नं: बरीलप्रमाणे गल्ली/रस्ता: - ईमारतीचे नावा: - ईमारत नं: - पेठ/बसाहत: - शाहर/गाव: - तालुका: - पिन: -	लिहून घेणार वय 36 सही Radha		
3	नामा मे.एकरसाईन बिल्डर्स प्रा.लि. चे संचालक व बॉम्बे रीयल ईस्टेट कंपनी प्रा लि चे कॉन्स्टी. अॅटर्नी रामचंद्र लुधानी तर्फे मुखत्यार सुजाता एस पंत पत्ता: घर/फ्लॅट नं: 102 बी गल्ली/रस्ता: - ईमारती	लिहून घेणार वय 20 सही		

बदर-५  
११४/१०  
२००३



दस्तऐवज करून देणार तथाकथित [करारनामा] दस्तऐवज करून दिल्याचे कबूल करतात.

1 OF 1



दस्त गोषवारा भाग - 2

बदर 5  
दस्त क्रमांक (114/2003)

दस्त क्र. [बदर 5-114-2003] चा गोषवारा  
बाजार मूल्य : 692823 नोबदला 898080 भरलेले मुद्रांक शुल्क : 32670

पावती क्र.: 119 दिनांक: 06/01/2003  
पावतीचे वर्णन  
नाव: विजयशंकर रामजित मिश्रा

दस्त हजर केल्याचा दिनांक : 06/01/2003 11:22 AM  
निव्यादनाचा दिनांक : 30/12/2002  
दस्त हजर करणा-याची सही :

8990 : नोंदणी फी  
1220 : नक्कल (अ. 11(1)), पृष्ठांकनाची  
नक्कल (अ. 11(2)),  
रुजयात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

10210: एकूण

दस्ताचा प्रकार : 25) करारनामा  
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 06/01/2003 11:22 AM  
शिक्का क्र. 2 ची वेळ : (फ्री) 06/01/2003 11:25 AM  
शिक्का क्र. 3 ची वेळ : (कबुली) 06/01/2003 11:26 AM  
शिक्का क्र. 4 ची वेळ : (ओळख) 06/01/2003 11:26 AM

दु. निबंधकाची सही, बोरीवली 2 (कांदिवली)

दस्त नोंद केल्याचा दिनांक : 06/01/2003 11:26 AM

ओळख :  
खालील इतर असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यतीशः ओळखतात,  
य त्यांची ओळख पटवितात.

- 1) दर्शन- हटाळकर , घर/प्लॉट नं: -
- गल्ली/रस्ता: -
- ईमारतीचे नावा कृष्णा पॅलेस
- ईमारत नं: -
- पेट/बसाहत: -
- शहर/गाव: कांदीवली
- तालुका: -
- पिन: 101
- 2) विवेक- कदम , घर/प्लॉट नं: घरीलप्रमाणे
- गल्ली/रस्ता: -
- ईमारतीचे नावा: -
- ईमारत नं: -
- पेट/बसाहत: -
- शहर/गाव:-
- तालुका: -
- पिन: -

बदर-5  
998/127  
2003

दु. निबंधकाची सही  
बोरीवली 2 (कांदिवली)



प्रमाणित करण्यात येते की, या  
दस्तामध्ये एकूण पात्रे आहेत.

सह. दुय्यम निबंधक शोरेव गी. क्र. 2  
मुंबई उपनगर जवहा.

बदर-5. 998/2003  
पुस्तक क्रमांक 1 क्रमांक बदर

नोबदला  
दिनांक 9/1/2003

सह दुय्यम निबंधक शोरेवली 2  
मुंबई उपनगर जवहा.

802.9.99.1205



Scanned  
11/39

**EVERSHINE'S MILLENNIUM PARADISE**

6/11/03

**ECONOMY FLAT**

DATED THIS 30 DAY OF Dec 2002

AGREEMENT FOR SALE OF

BETWEEN  
Evershine Builders Pvt. Ltd.  
215, Veena-Beena Shopping Centre,  
Opp. Bandra Station, Bandra (W),  
Mumbai 400 050.  
Tel.: 651 2867 / 642 2418  
\_\_\_\_ Builders

Flat / ~~Wing~~ / No. 601 on 6<sup>th</sup>  
Floor in A Wing of 02 Bldg.  
Known as  
IN MARS

**EVERSHINE'S MILLENNIUM PARADISE**  
Thakur Village, Kandivall (E)  
Mumbai 400 101.

AND  
Mr./Mrs./ M/s. Vijay Shankar  
Mishra / Radha Mishra  
Address: \_\_\_\_\_  
Phone Res.: \_\_\_\_\_  
Off.: \_\_\_\_\_  
Purchaser: \_\_\_\_\_

Advocates & Solicitors:  
**M. T. Miskita & Co.**  
Yusuf Building, 3rd Floor,  
Fort, Mumbai - 400 023.  
Phone: 204 4238 / 283 2122