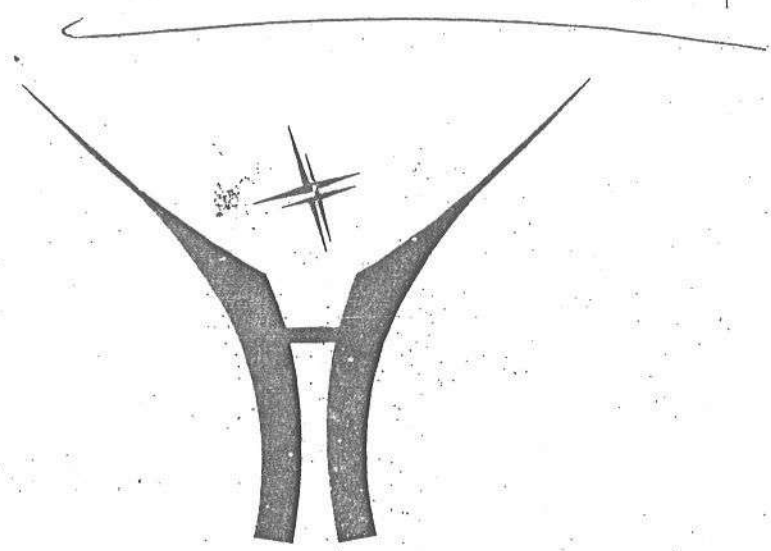


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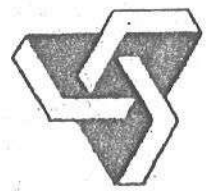


Emblem



Imperial Heights

7 star homes



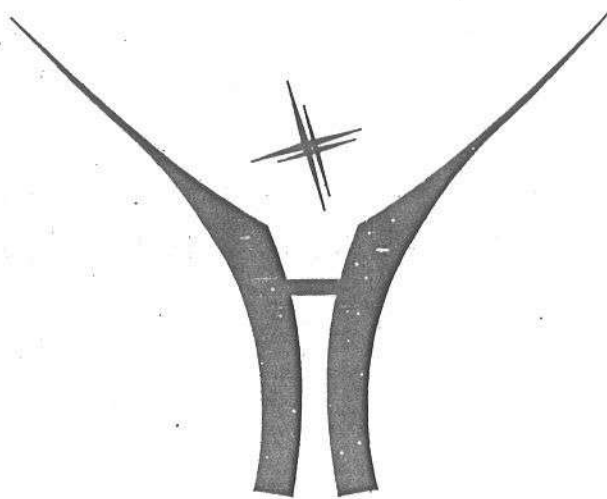
VIJAY ASSOCIATES
(WADHWA DEVELOPERS)



AGREEMENT FOR SALE

Flat A-24-03 Parking space No. 241 on PODIUM 1

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



Imperial Heights

7 star homes



VIJAY ASSOCIATES (WADHWA) CONSTRUCTIONS PRIVATE LIMITED

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

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

Website : www.wadhvadevelopers.com



Tuesday, July 28, 2009

12:49:30 PM

(2)

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 6590

दिनांक 28/07/2009

गावाचे नाव गोरेगांव

दस्तऐवजाचा अनुक्रमांक

वदर 10 06579 2009

दस्ता ऐवजाचा प्रकार

करारनामा



सादर करणाराचे नाव: रक्षा पी. पारेख

नोंदणी फी

:- 30000.00

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

:- 2500.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (125)

एकूण रु. 32500.00

आपणास हा दस्त अंदाजे 1:04PM ह्या वेळेस मिळेल

दुय्यम निबंधक

सह दु.नि.का-बोरीवली-4

बाजार मुल्य: 4040745 रु.

मोबदला: 12242000 रु.

भरलेले मुद्रांक शुल्क: 594700 रु.

दुय्यम निबंधक, बोरीवली क्र. 4,

मुंबई उपनगर जिल्हा.

देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: एच डी एफ सी बँक, बांद्रा प मुं 50;

डीडी/घनाकर्ष क्रमांक: पे ऑर्डर नं 033100; रक्कम: 30000 रु.; दिनांक: 23/07/2009

5947001

(5)

DOCUMENTS DELIVERED

Customer's Copy

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

Branch : 2093 Date : 25/7/09

Pay to : Acct. Stamp Duty

Franking Value	Rs. 594800/-
Service Charges	Rs. 20/-
TOTAL	Rs. 594820/-

Name & Address of the Stamp duty paying party
Mrs. Rakesha P. Pawar

Tel. Mobile No. 22081172008

Describe the Document
Stamp Duty

DD/Cheque No. 11101

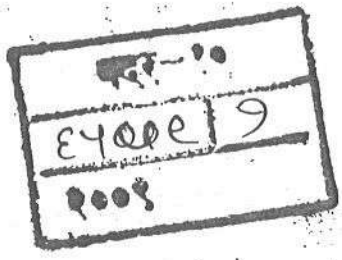
Drawee Bank
Wadhwa C & Bank

Tran ID
A254 Rs.

PL-546 Rs.

Franking Sr. No. 23933

Cashier Officer



For The Kapol Co-Op. Bank Ltd.,
Authorized Signatory
D-52, P. O. C. S. 11021051836-839108
The Kapol Co-operative Bank Ltd.,
Andheri Branch, 1st Floor, Syndicate
Chamber, 21, Sahar Road, Andheri (E),
Mumbai-400 059.

ARTICLES OF AGREEMENT made at Mumbai this 25TH day of JULY in the Christian Year Two Thousand NINE (2009) BETWEEN VIJAY ASSOCIATES (WADHWA) CONSTRUCTIONS PRIVATE LIMITED, a Company incorporated under provisions of the Companies Act, 1956 and having its registered office at 425-A, Vasukamal, 14th Road, Bandra (West), Mumbai 400 050, hereinafter referred to as the "PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors-in-title and assigns) of the ONE PART and

भारत 23933
174521
INDIA STAMP DUTY MAHARASHTRA
भारत 23933
174521
INDIA STAMP DUTY MAHARASHTRA
R. 05947001-PB5505
JUL 25 2009

सदा दत्तास देय केलोला मुद्राक शुल्क रु. -B.S.A. या कलम 5 (G-B) (ii) अन्वये पुढिल दहल क्रमांक वदर - मध्ये सम्भयोजित करण्यात आला आहे

सह दुययम निबंधक वागवेली रु.

060280102-ते

061660280102

1/2009

Rakesha P. Pawar

Rakesha P. Pawar

MRS. RAKESHKAR PAREKH AND MR. PRITAM A. PAREKH

of Mumbai Indian Inhabitant residing at/ having his/her/their address at

46- DHARAMJYOT-2 NEW KANTWADI ROAD PERRY
CROSS ROAD, BANDRA [WEST] - MUMBAI - 400 050

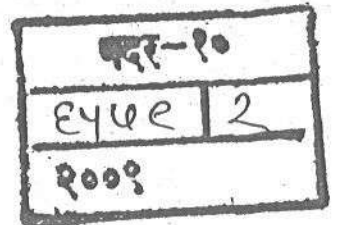
hereinafter called "THE FLAT ALLOTTEE" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the OTHER PART:

WHEREAS :

- A. The BRIHAN MUMBAI ELECTRIC SUPPLY AND TRANSPORT UNDERTAKING (hereinafter referred to as "THE BEST") seized and possessed of or otherwise well and sufficiently entitled to a plot of land admeasuring in aggregate 1,54,082 sq.mts. bearing C. T. S. No.1(Pt), Survey No.6 (Pt) of Village Goregaon at BEST NAGAR, Oshiwara, Goregaon (West), Mumbai in the Registration District and Sub District of Mumbai City and Mumbai Suburban and more particularly described in the First Schedule hereunder written and delineated on the PLAN annexed hereto and marked ANNEXURE "A" and shown thereon by a red coloured boundary line (hereinafter referred to as the "Larger Property");



ANNEX-A



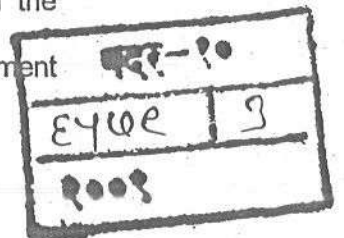
Rakeshkar Parekh

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Pritam A. Parekh

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

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



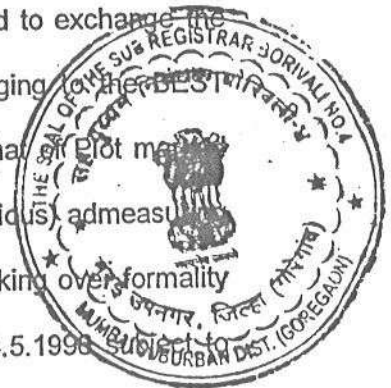
Rakeshwar Panvel

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

- D. As per one of the terms and conditions of layout of BEST property of S. No. 6(pt) sanctioned by the Municipal Commissioner on 23.10.1989, it was required to exchange the Plot No.2 admeasuring 2500 sq.mtrs belonging to the BEST Undertaking falling beyond the nallah with the Plot marked "P" as belonging to M. C. G. M. (Non contagious) admeasuring 1900 sq. mtrs. Accordingly, handing over /taking over formality of the said plots has been completed on 24.5.1998. area confirmation from District Inspector of Land Records;

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



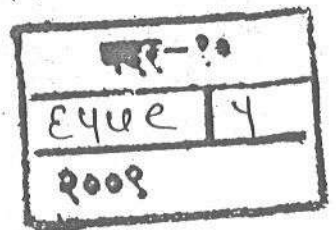
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4400 18
2008

Rakesh P. Pouch

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

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



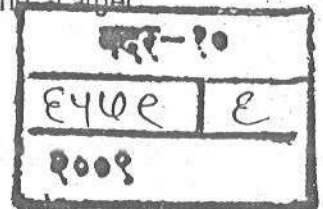
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Reeksha P. Ponniah

Pankaj

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

H. By an Agreement for Development dated 18th March 2007 registered with the Sub Registrar Borivali No. 4 under No. 10-4001 of 2007 and made between the BEST therein referred to as the "Lessor" of the One Part and the Promoter herein, therein referred to as the "Developer" of the Other Part. The BEST has authorized and permitted the Promoter to enter upon the said Property admeasuring 27,913.93 sq.mtrs located between Oshiwara Officers Quarters and Ankur Co.op.Housing Society (containing permissible F. S. I. on 38,653. sq.mtrs. calculated on 30% of the total permissible floor area of the Larger Property) and with right to utilize full potential of the Transferable Development Rights ("TDR") of the Larger



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

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

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



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Raeesha P. Pondeh

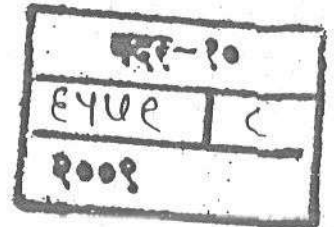
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podium / environment deck and 44 upper floors as may be permitted and sanctioned from time to time in accordance with the said plans and permissions (hereinafter referred to as "the said Building");

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

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



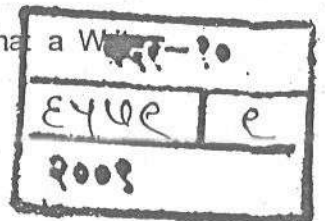
Raeesha P. Porech

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

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

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



Rakesh A. Panch

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

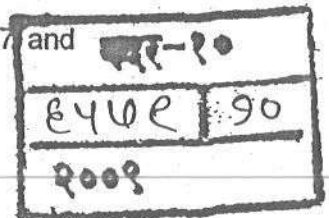
P. A Special Leave Petition No.(C) 23447 of 2008 has been filed by the BEST Workers Union in the Hon'ble Supreme Court against the said order dated 21st August 2008 and is pending admission (hereinafter referred to as "the said SLP");



Q. Copies of the following documents are attached hereto as Annexure "B" to "F":-

Annexure "B" Copies of the Property Cards.

Annexure "C" Copy of Intimation of Disapproval (I.O.D.) dated 14th JUNE 2007 and



Rakesh A. Parikh

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

Annexure "D"

Copy of Commencement Certificate
(C.C.) dated 21st JUNE 2007 and
bearing No. CHE/9430.

Annexure "E"

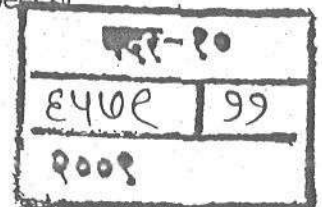
A Copy of the Certificate of Title
dated 7th November, 2008 issued by
M/s. M.V. Kini & Co. Advocates &
Solicitors of the BEST.

Annexure "F"

Copy of the typical floor plan in
respect of the said flat.



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



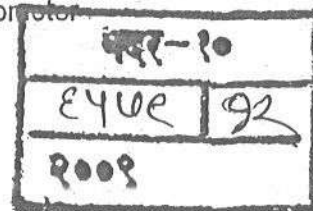
Rakesha A. Pareek

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

S. The Flat Allottee/s being fully satisfied in respect of the title of the BEST to the Said Property and the right of the Developer to carry out development on the said property has/have approached the Promoter and applied for allotment in the manner aforesaid of Flat No. 03 on the 24TH floor (alongwith the attached terrace, if applicable) of Tower A/B/C/D of the buildings to be known as "Imperial Heights" being constructed on the Said Property (hereinafter referred to as "the said flat") with full notice of and on the basis of the terms conditions and provisions contained in the Tender, LOA Agreement for Development dated 18th May, 2007, documents papers, plans, orders, schemes, etc. referred to hereinafter and subject to the terms and conditions hereinafter appearing;

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



Rakesh P. Parulkar

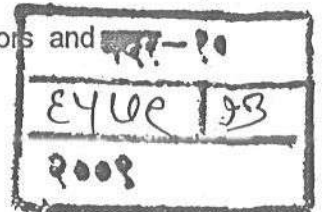
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U. Relying upon the said applications, declarations and agreements herein contained, the Promoter agrees to allot to the Flat Allottee/s the said Flat/Premises/Units in the manner envisaged herein at the price and on the terms and conditions hereinafter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

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

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

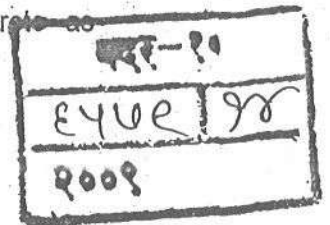
1.2 The Promoter shall construct four (4) or more residential buildings on the area shown on the plan being Annexure "A" hereto on the Property more particularly described in Second Schedule hereunder written and more particularly delineated on the plan Annexure "A" hereto and thereon by blue coloured boundary line (hereinafter referred to as "the said Project") to be collectively known as "Imperial Heights" having four (4) level podium, podium/ environment deck and 44 upper floors and



Rakesh A. Patil

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subject to right to utilise further T.D.R. F.S.I. and construct further Floors/Wings in accordance with necessary approvals, permissions and clearances from all Statutory Authorities including Ministry of Environment and Forest Department, Coastal Regulation Zone, Urban Development Department and in accordance with the plans, designs and specifications approved by the MCGM and other local authorities which have been seen and approved by the Flat Allottee/s with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/Government to be made in them or any of them. It is specifically agreed and understood that if any consent is required to be taken by the Promoter before carrying out any of the changes, then the Flat Allottee/s hereby gives his (her /their) irrevocable consent and shall be deemed to have given his/her consent. Provided that the Promoter shall not make any variations or modifications which may adversely affect area and floor of the said flat of the Flat Allottee/s. The four (4) or more residential towers shall form one common layout having a common recreation garden and club house at the podium level as common amenities to be provided on portion of the Said Property delineated on the layout plan annexed hereto as

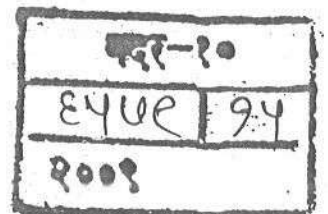


Rakesh P. Pantek

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

2. Subject to the rights and privileges reserved by the Promoter and subject to the disclosures made by the Promoter, the Flat Allottee/s hereby agree/s to acquire from the Promoter and the Promoter hereby agrees to allot to the Flat Allottee/s Flat/Premises/Unit No. 03 on the 24TH floor admeasuring sq. mtrs. equivalent to 1025 sq. ft. (carpet area) as shown bounded by red colour boundary line on the typical floor plan thereof hereto annexed and marked ANNEXURE "F" with car parking space No. 241 / ^{PODIUM-1} in the podium level/stilt Tower A/B/C/D of the said buildings to be known as "Imperial Heights" and shown bounded by red colour boundary line on the car parking plan annexed hereto and marked as ANNEXURE "F1" (hereinafter referred to as "the said premises/unit/flat") at and for the consideration of Rs. 12242000/- (Rupees ONE CRORE TWENTY TWO LACS FORTY TWO THOUSAND only) including the NIL consideration of the common area and facilities appurtenant to the said premises/unit/flat and after receipt of Occupation Certificate in respect of the said Building to nominate Flat Allottee to the BEST with a right to obtain lease



Raeesha P. Paneth

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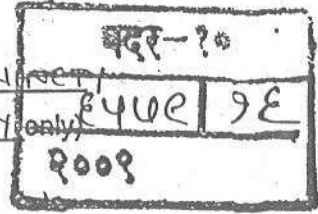
in favour of the Society (common organisation). Hereinafter the Tower A/B/C/D in which the said premises/unit/flat is situated shall be individually referred to as "the said building" and the four buildings collectively shall be referred to as "the said Buildings" wherever the context so requires. The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

3. The Flat Allottee/s hereby agree/s to pay to the Promoter the said consideration of Rs. 12242000/- (Rupees ONE CRORE TWENTY TWO LACS FORTY TWO THOUSAND ONLY) in the following manner:

(i) Rs. 3522600/- (Rupees THIRTY FIVE LACS TWENTY TWO THOUSAND SIX HUNDRED ONLY)
i.e. 30% paid on or before execution of these presents and by way of earnest money (receipt whereof the Promoter doth hereby admits and acknowledges);

(ii) Rs. 1174200/- (Rupees ELEVEN LACS SEVENTY FOUR THOUSAND TWO HUNDRED ONLY)
i.e. 10% within 1 days of completion of the floor slab of 1st level of podium of the said building ;

(iii) Rs. 293550/- (Rupees TWO LACS NINETY THREE THOUSAND FIVE HUNDRED FIFTY ONLY)



Rakesha P. Pande

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

(iv) Rs. 293550 /-(Rupees TWO LACS NINETY THREE THOUSAND FIVE HUNDRED FIFTY only)

i.e. 2.5% within 1 days of completion of 1st floor slabs of the said building;

(v) Rs. 293550 /-(Rupees TWO LACS NINETY THREE THOUSAND FIVE HUNDRED FIFTY only)

i.e. 2.5% within 1 days of completion of 3rd floor slabs of the said building;

(vi) Rs. 293550 /-(Rupees TWO LACS NINETY THREE THOUSAND FIVE HUNDRED FIFTY only)

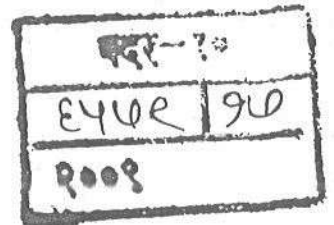
i.e. 2.5% within 1 days of completion of 5th floor slabs of the said building;

(vii) Rs. 293550 /-(Rupees TWO LACS NINETY THREE THOUSAND FIVE HUNDRED FIFTY only)

i.e. 2.5% within 1 days of completion of 7th floor slabs of the said building;

(viii) Rs. 293550 /-(Rupees TWO LACS NINETY THREE THOUSAND FIVE HUNDRED FIFTY only)

i.e. 2.5% within 1 days of completion of 9th floor slabs of the said building;



(ix) Rs. 293550 /-(Rupees TWO LACS NINETY THREE THOUSAND FIVE HUNDRED FIFTY only)
i.e. 2.5% within 7 days of completion of 11th floor slabs
of the said building;

(x) Rs. 293550 /-(Rupees TWO LACS NINETY THREE THOUSAND FIVE HUNDRED FIFTY only)
within i.e. 2.5% 7 days of completion of 13th floor slabs
of the said building;

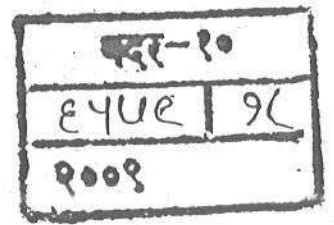
(xi) Rs. 293550 /-(Rupees TWO LACS NINETY THREE THOUSAND FIVE HUNDRED FIFTY only)
i.e. 2.5% within 7 days of completion of 16th floor slabs
of the said building;

(xii) Rs. 293550 /-(Rupees TWO LACS NINETY THREE THOUSAND FIVE HUNDRED FIFTY only)
i.e. 2.5% within 7 days of completion of 19th floor slabs
of the said building;

(xiii) Rs. 293550 /-(Rupees TWO LACS NINETY THREE THOUSAND FIVE HUNDRED FIFTY only)
i.e. 2.5% within 7 days of completion of 22nd floor slabs of
the said building;



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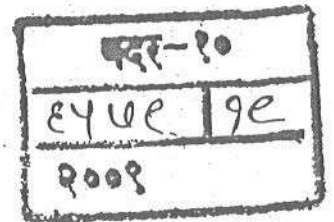
(xiv) Rs. 293550 /-(Rupees TWO LACS NINETY THREE THOUSAND FIVE HUNDRED FIFTY only)
i.e. 2.5% within 1 days of completion of 25th floor slabs of the said building;

(xv) Rs. 293550 /-(Rupees TWO LACS NINETY THREE THOUSAND FIVE HUNDRED FIFTY only)
i.e. 2.5% within 1 days of completion of 28th floor slabs of the said building;

(xvi) Rs. 293550 /-(Rupees TWO LACS NINETY THREE THOUSAND FIVE HUNDRED FIFTY only)
i.e. 2.5% within 1 days of completion of 31st floor slabs of the said building;

(xvii) Rs. 293550 /-(Rupees TWO LACS NINETY THREE THOUSAND FIVE HUNDRED FIFTY only)
i.e. 2.5% within 1 days of completion of 34th floor slabs of the said building;

(xviii) Rs. 293550 /-(Rupees TWO LACS NINETY THREE THOUSAND FIVE HUNDRED FIFTY only)
i.e. 2.5% within 1 days of completion of 37th slabs of the said building;

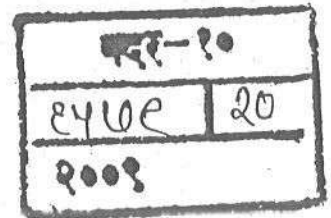


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- (xix) Rs. 293550 /-(Rupees TWO LACS NINETY THREE THOUSAND FIVE HUNDRED FIFTY only)
i.e. 2.5% within 1 days of completion of 40th floor slabs of the said building;
- (xx) Rs. 293550 /-(Rupees TWO LACS NINETY THREE THOUSAND FIVE HUNDRED FIFTY only)
i.e. 2.5% within 1 days of completion of 43rd floor slabs of the said building;
- (xxi) Rs. 293550 /-(Rupees TWO LACS NINETY THREE THOUSAND FIVE HUNDRED FIFTY only)
i.e. 2.5% within 1 days of completion of internal works of the said premises;
- (xxii) Rs. 293550 /-(Rupees TWO LACS NINETY THREE THOUSAND FIVE HUNDRED FIFTY only)
i.e. 2.5% within 1 days of completion of floor work of the said premises;
- (xxiii) Rs. 293550 /-(Rupees TWO LACS NINETY THREE THOUSAND FIVE HUNDRED FIFTY only)
i.e. 2.5% within 1 days of completion of electrical cabling work of the said premises;

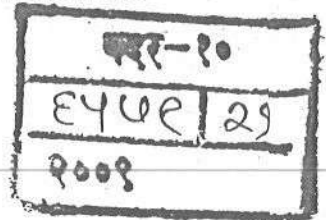


(xxiv) Rs. 293500 /-(Rupees TWO LACS NINETY THREE THOUSAND FIVE HUNDRED FIFTY only)
i.e. 2.5% within days of completion of internal painting work of the said premises;

(xxv) Rs. 1087100 /-(Rupees TEN LACS EIGHTY SEVEN THOUSAND ONE HUNDRED only)
i.e. 5% of against delivery of possession of the said premises/unit/flat;

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

4. Without prejudice to the rights of the Promoter to receive interest @ 12% p.a. on all delayed payments in the event of the Allottee/s making any default in payment of any installment of the purchase price and/or other payments stipulated under this Agreement (including his/her/their proportionate shares of taxes levied by concerned local authority and other outgoings) on their due date and/or in observing and performing any of the terms and conditions of this Agreement the Promoter shall at its own option be entitled to terminate this Agreement in which event the consequences hereinafter set out shall follow:



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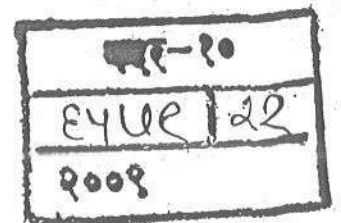
(a) the Flat Allottee/s shall cease to have any right or interest in the said Premises/unit/flat or any part thereof;

(b) the Promoter shall be entitled to allot the said premises/unit/flat at such price and on the terms and conditions to such other person or party as the Promoter may in its absolute discretion deem fit;

(c) on the realization of the entire consideration from the Prospective New Flat Allottee/s of the said premises/unit/flat, the Promoter shall refund to the Flat Allottee/s the amount paid by the Flat Allottee/s to the Promoter in pursuance of this Agreement after deducting therefrom:

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

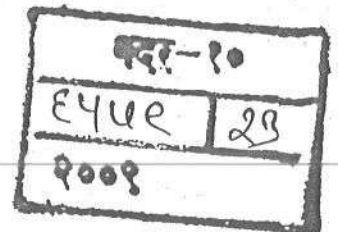
(ii) Service Tax, VAT and all other taxes , if any, paid or payable on this Agreement.



Rakesh A. Porecha

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

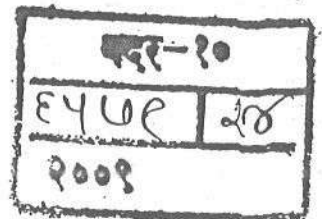


The Flat Allottee/s agree that receipt of the said refund by cheque from the Promoter by the Flat Allottee/s by registered post acknowledgement due at the address given by the Flat Allottee/s in these presents whether the Flat Allottee/s accept/s or encashe/s the cheque or not, will amount to the said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

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



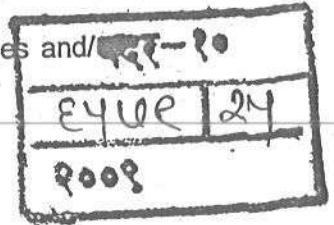
5. The fixtures, fittings and amenities to be provided by the Promoter in the said premises/unit/flat and the said building in which the said premises/unit/flat is situated are those that are set out in ANNEXURE "G" annexed hereto.



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



Raksha P. Parulkar

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



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

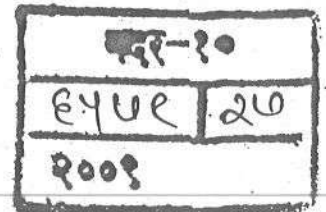
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action, war, strike or any notice, order, rule, notification of the government and/or other public or competent authority or any cause beyond the control of the Promoter or any other reasonable cause and the Flat Allottee/s agree to ignore reasonable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

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

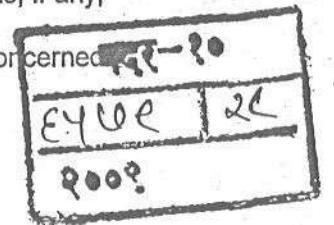


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8. The Promoter hereby agrees that it shall before handing over the possession of the said premises/unit/flat to the Flat Allottee/s as also before execution of lease of the Said Property in accordance with its policy by the BEST in favour of the Society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



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



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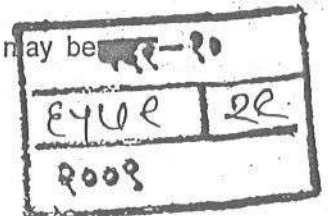
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local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said premises/unit/flat to the Flat Allottee/s, obtain from the concerned local authority occupation in respect of the said premises/unit/flat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

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

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

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



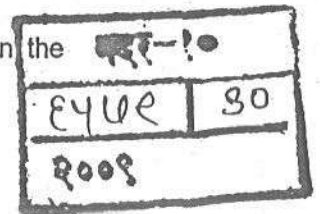
Rakesh A. Parikh

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available at any time hereafter in respect thereof for any reason whatsoever. The Flat Allottee/s shall not have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

- (c) The Promoter alone shall be entitled to use, utilise and consume the entire increased, additional and extra F.S.I. and/or FSI married to the said Larger Property which may be available at any time hereafter in respect of the said Larger Property and/or any part thereof and/or if any TDR-FSI consumption is possible exceeding the present norms of the BEST on the said Larger Property or any part thereof for any reason whatsoever or construction on the Said Property in any manner it deems fit and proper, and as may be legally permitted, whether at any time in future;

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

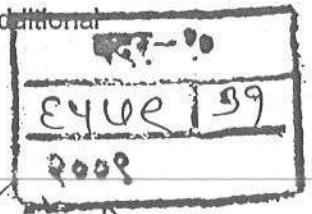


Rakesh A. Parulekar

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

- (e) The lift machine room and water tank shall be located on the common terrace above the topmost floor of the said building. The said common terrace is agreed to be left open to the sky for further and additional constructions thereon by the Promoter in future at any stage and/or time in terms of this Clause. Neither the Flat Allottees nor the Common Organisation to be formed of all the Flat Allottees nor its members will have any right to use or have any claim right title or interest of whatsoever nature in the said common terrace, save and except for the purpose of inspection and maintenance of lift, lift room and water tanks;

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



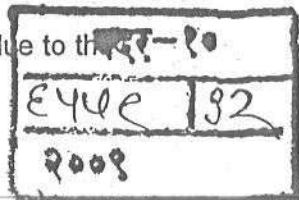
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flats/units/premises whenever constructed on the said Larger Property or any part thereof including the Said Property;

(g) The Right to deal with and allot all such new and additional tenements, flats, units, premises buildings/wings and structures shall absolutely and exclusively belong to the Promoter and/or its nominees as the case may be and neither the Flat Allottee/s herein, nor the said Common Organisation shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoter shall be entitled to allot, let-out, deal with, or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper;

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



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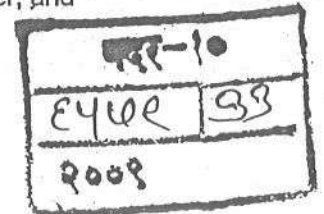
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same nor shall they claim any compensation or damages from the Promoter due to the same on any ground whatsoever, including on the ground of any inconvenience or nuisance which may be caused due to the Promoter putting up and effecting such new and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

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



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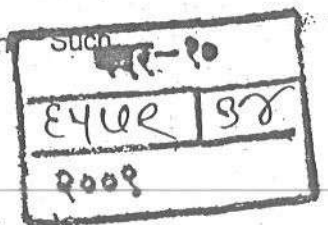


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(j) The provisions of this clause shall always be of the essence of this Agreement and shall run with the land and the covenants shall be included in the vesting document.

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



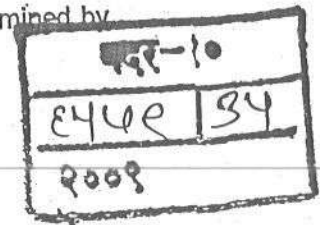
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Common Organization shall look after all the matters related with individual member of the organization by safeguarding the interest of BEST and shall be responsible for holding the Said Property as Lessee and shall be responsible for managing the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

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

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

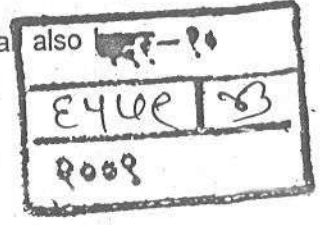


Rakesha A. Panich

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



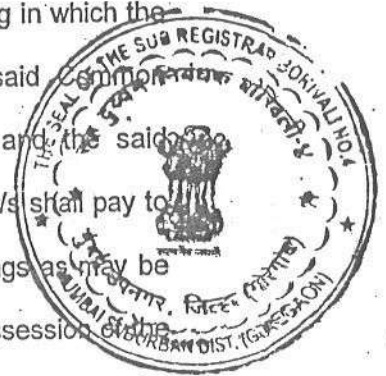
22. Commencing a week after notice in writing is given by the Promoter to the Flat Allottee/s that the said premises/ unit/ flat is ready for use and occupation. The Flat Allottee/s shall also



Rakesha P. Porech

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liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said premises/unit/flat) of all outgoings in respect of the said premises/unit/flat and the building in which the said premises/unit/flat is situated such as local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, lease rent payable to BEST and all other expenses necessary and incidental to the management and maintenance of the Said Property and the building in which the said Flats / Premises / Units is situated. Until the said Organisation is formed and the said property and the said building demised/transferred to it, the Flat Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. At the time of being handed over possession of the said Premises/unit/flat, the Flat Allottee/s shall pay to the Promoter a sum of Rs. 4500/- equivalent to one year's outgoings approximately by way of security deposit for payment of such outgoings. The amounts so paid by the Flat Allottee/s to the



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

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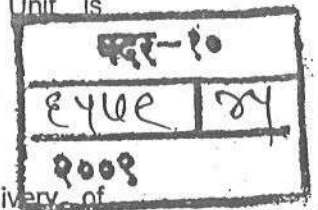
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Common Organisation. Subject to the provisions of section 6 of the MOFA, on such Lease being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Promoter to the said Common Organisation. The Flat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

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

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



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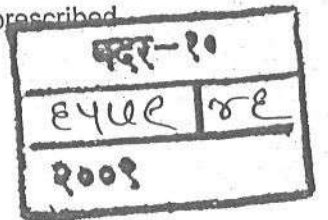
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- (i) Rs. 15200 /- for legal costs and expenses.
- (ii) Rs. 450 /- for share money and entrance fees.
- (iii) Rs. 7600 /- for formation and registration of the said Common Organisation and execution of the lease in favour of the Common Organisation.
- (iv) Rs. 145920 /- for proportionate share of taxes and other outgoings for a period of 12 months in advance.
- (v) Rs. 15200 /- for water meter and electric meter deposits.
- (vi) Rs. 45600 /- towards proportionate share of development charges and LUC taxes.
- (vii) Rs. 24760 /- towards corpus fund for upkeep and maintenance of common facilities like recreation garden, club house, etc.

Total: Rs. 254730 /-

AND

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



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

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



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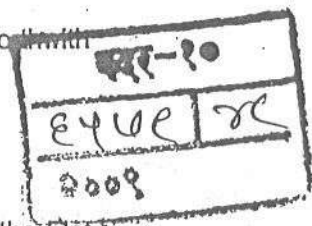
The Promoter shall not be liable to contribute anything towards such expenses. It is agreed that the Promoter shall not be liable

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

26. The Flat Allottee/s shall pay and deposit with the Promoter the sum of Rs. 24760/- as mentioned in clause 24 (a) (vii) towards corpus fund for up-keep and maintenance of common facilities. The collection towards corpus fund shall be deposited and maintained by the Promoter in a separate bank account and the same will be invested in such a manner as may be decided by Promoter from time to time and the Flat Allottee/s shall not be entitled to question or dispute the same. The Flat Allottee/s hereby agree/s that the Promoter shall be entitled to utilise income of corpus fund as well as corpus fund for maintenance of common amenities and facilities like recreation garden built on Said Property delineated on the layout plan annexed hereto and marked as ANNEXURE "A" and thereon shown surrounded by green colour boundary line, club house, etc. common for the said Buildings. In the event the income earned from corpus fund is insufficient, the Flat Allottee/s shall pay the shortfall forthwith on demand made by the Promoter.



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

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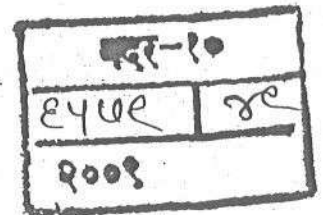
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stamp duty and registration charges payable, if any, by the said Common Organisation on the Indenture of Lease or any document or instrument of transfer in respect of the Said Property and the said Buildings to be executed in favour of the said Common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

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

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

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



Rakesh B. Panikar

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



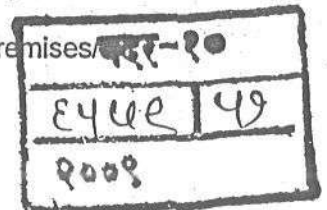
30. The Flat Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever's hand the said

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Raksha Parikh

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

- (a) To maintain at the Flat Allottee/s' own cost in good tenable repair and condition from the date of possession of the said Premises/unit/flat are/is taken and shall not do or suffer to be done anything in or to the building in which the said Premises/unit/flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Premises/unit/flat itself or any part thereof.
- (b) Not to store in the said Premises/unit/flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction structure of the building in which the said Premises/unit/flat are / is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the said Premises/



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

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



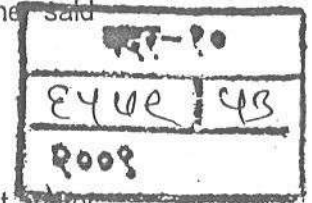
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(d) Not to demolish or cause to be demolished the said Premises/unit/flat or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Premises/unit/flat or any part thereof, nor any alteration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



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

Rakesh P. Panich

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

- (f) The Flat Allottee/s shall not cover the area of flowerbeds with debris, blocks, tiles or any such material and shall not enclose the flowerbed area within any room in the said Premises/unit/flat and shall not conceal the pipes passing through the portion of the flower-bed and shall not do any such filling which could lead to excess load on the slab of the flower-bed portion which is adjoining any room in the said Premises/unit/flat . The Flat Allottee/s shall not use the area of flower bed for any purpose except for the purpose of keeping planters/flower bed failing with which Flat Allottee/s shall be liable to pay Rs. 10,000/- (Rupees Ten Thousand) per day till such



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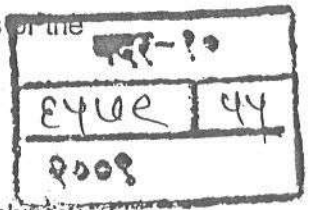
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time he/she/they continue to use the said area of flower bed for any other purpose;

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

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

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



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premium shall become payable in respect of the insurance;

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

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

(l) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises/unit/flat by the Flat Allottee/s viz. user for any purposes other than purpose for which the same is allotted;



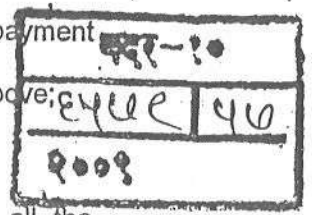
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(m) The Flat Allottee/s shall not let, sub-let, transfer, assign or part with the Flat Allottee/s interest or benefit factor of this Agreement or part with the possession of the said Premises/unit/flat until all the dues payable by the Flat Allottee/s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



(n) The Flat Allottee/s shall observe and perform all the terms, conditions and covenants under the Lease with the BEST, rules and regulations which the said Common Organisation may adopt at its/their inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building in which the said Premises/unit/flat are / is situated and the said Premises/unit/flat therein and for the observance and performance of the Building Rules,

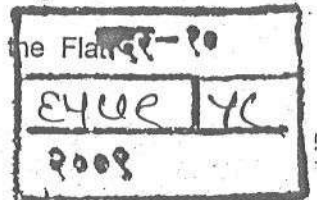
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Regulations and Bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Flat Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Common Organisation regarding the occupation and use of the said Premises/unit/ flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

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



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



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

Raksha P. Panikar

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



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

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

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



ASSOCIATES [WADHWA] CONSTRUCTIONS PVT. LTD (Escrow Agent) in an Escrow Account

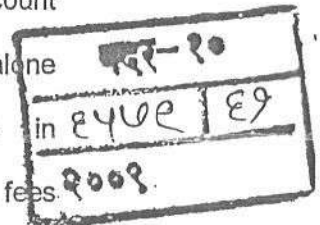
to be maintained for the said purpose a sum estimated at Rs.750/- per sq. ft. of carpet area towards the probable amount of Service Tax / VAT levied/leviable if any, in respect of the transaction contemplated with irrevocable authority conferred upon the Escrow Agent in the manner specified herein. This amount shall be invested by the Escrow Agent in an income/interest bearing investments of such nature and on such terms and conditions as the Promoter may deem fit. The decision of

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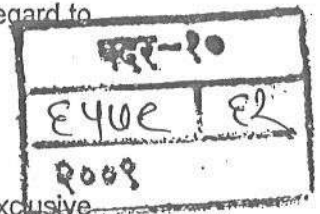
the Promoter as regards payment/non payment and/or its reasonableness or otherwise of such statutory levies and /or dues shall be conclusive, final and binding on the Flat Allottee. On determination of the final liability, if any in respect of Service Tax / VAT as may be quantified under the prevalent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



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



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

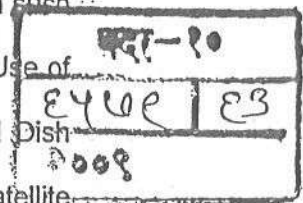
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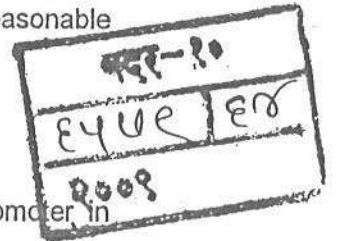
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such attached terrace/s. It is agreed that the aforesaid right in favour of the Allottee/s of the said terrace flat/s shall be covenant running with the land and shall form part of the Indenture of Lease of the said property and the said buildings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

34. It is further expressly clarified, agreed and understood between the parties hereto that notwithstanding what is contained herein to the contrary, the common terrace above the topmost floors of the said Buildings, shall exclusively belong to the Promoter and the Promoter shall have full right, absolute authority, and unfettered discretion to use the same in any lawful manner, including for putting up and displaying hoarding/advertisements thereon, or putting up any overhead water tank/s thereon to store and supply water to the occupants of the said buildings subject to the permission of and upon such terms and conditions as may be imposed by the BEST. Use of the said common terrace may also be allowed to install Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. for which purpose the Promoter shall be entitled to enter into suitable arrangement/s or agreement/s with the BEST / Common Organisation / Flat Allottee on such terms



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

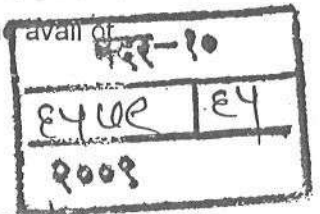


35. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Allottee/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions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

Raksha A Panikar

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

36. The Flat Allottee/s hereby agree/s, undertake/s and covenant/s with the Promoter that neither he/she/they, nor the said Common Organisation shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Promoter under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter as mentioned hereinafter, and the Flat Allottee/s and the said Common Organisation shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable it to exercise and avail of the same.



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

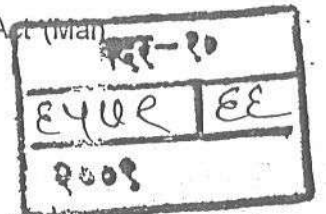
Raksha P. Pankh

38. All letters, notices, circulars, receipts issued by the Promoter as contemplated by and under this Agreement shall be deemed to have been duly served/delivered to the Flat Allottee/s and shall discharge the Promoter completely and effectually of its obligations, if sent to the Flat Allottee/s under Certificate of Posting or registered Post Acknowledgement Due at the following address (or at any other address as may have been subsequently notified by the Flat Allottee/s as and by way of change of address and if such change is confirmed by the Promoter) :

45 - DHARAM JYOT - 2
NEW KANTWADI ROAD, PERRY CROSS ROAD,
BANDRA [WEST] MUMBAI - 400 050



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



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

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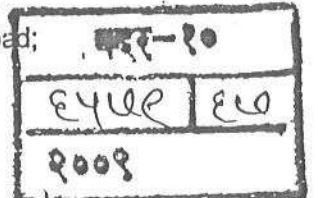
41. The Agreement shall be subject to exclusive jurisdiction of Courts at Mumbai.

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

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

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

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



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

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

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

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

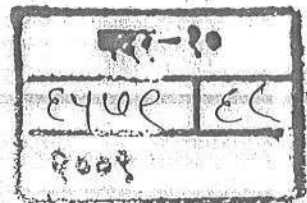
THE THIRD SCHEDULE ABOVE REFERRED TO
(Nature, extent and description of common areas and facilities/
common areas and facilities)

LIST OF COMMON AREAS AND FACILITIES

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

LIMITED COMMON AREAS AND FACILITIES

1. Car parking spaces in the podium, level.



RESTRICTED AREA

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



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

) *
)
)
) For Vijay Associates (Wadhwa) Constructions Pvt. Ltd.
) For Vijay Associates (Wadhwa) Constructions Pvt. Ltd.
) *[Signature]*
) Director
) Director

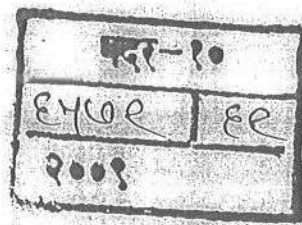
[Signature]
[MRS. BHARATI CHHABRIA]

SIGNED AND DELIVERED by the
 withinnamed Flat Allottee/s
MRS. RAKSHA P. PAREKH
MR. PRITAM A. PAREKH
 in the presence of...

)
)
) *Raksha P. Parekh*
) *[Signature]*



Kalaf
[MS. KALA RAMESH]



RECEIPT

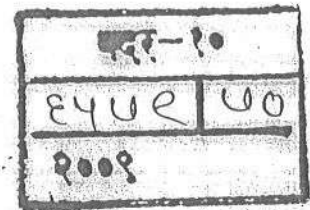
RECEIVED of and from the withinnamed)
Flat Allottee / s a sum of Rs. 500000/-)
(Rupees FIVE LACS only))
vide Cheque No. 835910 dated 1TH NOV '07)
drawn on HDFC Bank, BANDRA branch)
by way of earnest money as withinnamed to)
be by him/her/them paid to us.)



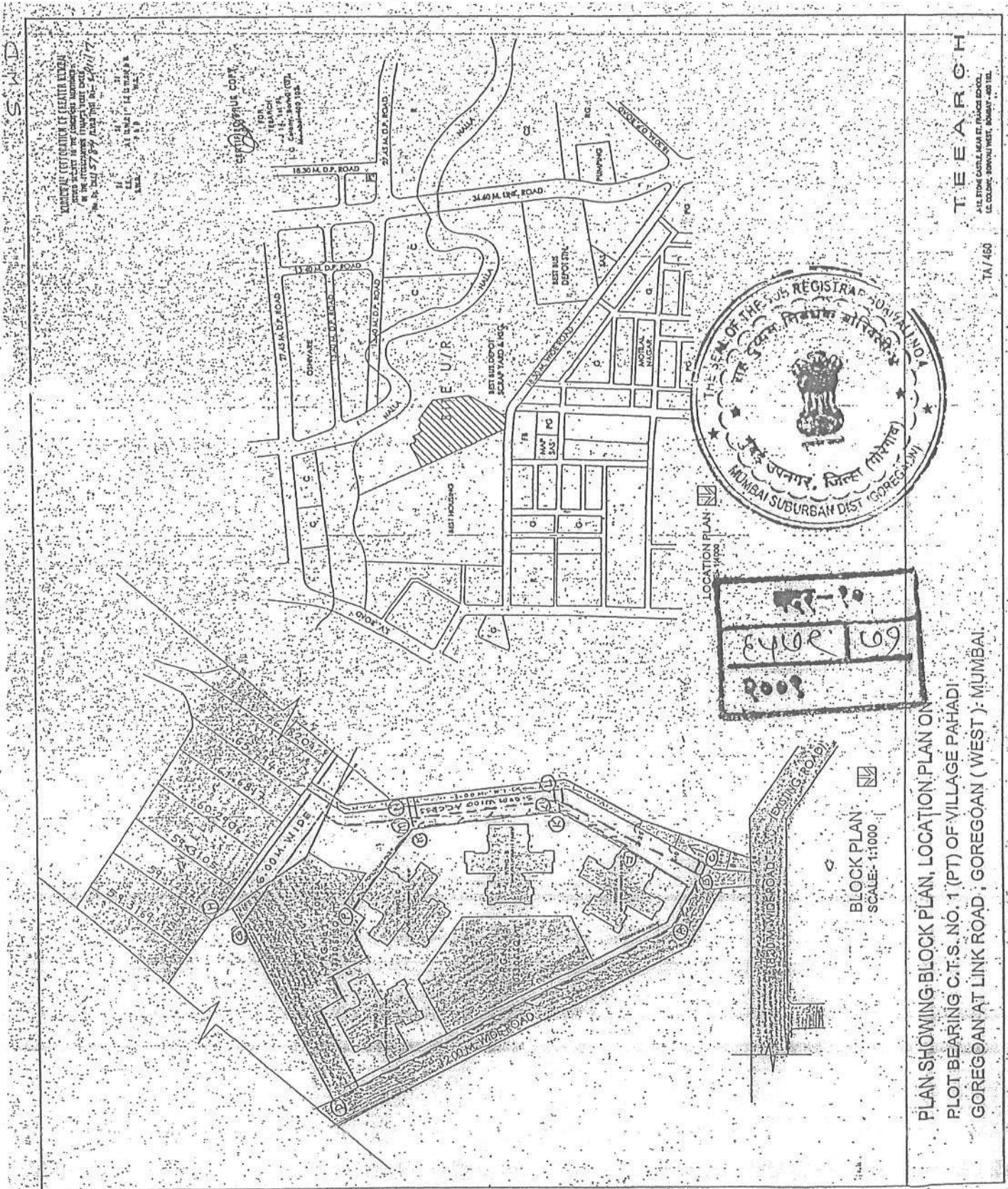
WE SAY RECEIVED
For VIJAY ASSOCIATES (WADHWA)
CONSTRUCTIONS PVT. LTD.

(Director)
PROMOTER

Witnesses: Bhabha



ANNEXURE - 'A'



PLAN SHOWING BLOCK PLAN, LOCATION PLAN ON PLOT BEARING C.T.S. NO. 1 (PT) OF VILLAGE PAHADI GOREGOAN AT LINK ROAD : GOREGOAN (WEST) : MUMBAI.

T. E. A. R. C. H.

112, PINK CASTLE, NEAR ST. PETER'S SCHOOL, GOREGOAN, MUMBAI WEST, MUMBAI - 400 014.

TA / 460

ANNEXURE "A-1"

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

GOVERNMENT OF MAHARASHTRA
Urban Development Department,
Mantralaya, Mumbai 400 032.
Dated the 27th July, 2006.

NOTIFICATION

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

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

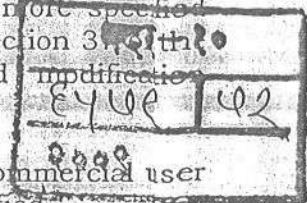
The General Manager, BEST, vide his D.O. Letter No. DO/GM/52858/95 dated 17th October, 1995 has approached Government with request to permit BEST Undertaking to utilise these reserved sites for commercial purposes without hampering the principal user.

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

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

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

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



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

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

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

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

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

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

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

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

Now, therefore, in exercise of the powers conferred under section 37(2) of the said Act, the Government hereby -

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

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

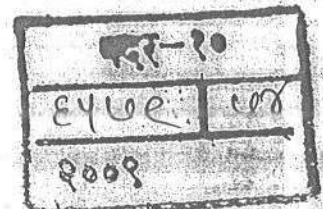
- a) The builtup area of such commercial user shall not exceed 30% of the total permissible floor area.
 - b) Out of such permissible commercial user 50% builtup area not exceeding of the total permissible commercial user may be permitting on the ground floor. While remaining floor area for commercial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

By order and in the name of the Governor of Maharashtra,

(S.R. Kini)

Under Secretary to Government.

Note:- This notification is also published on Government web site @ www.urban.maharashtra.gov.in



ANNEXURE "B"

TA/460

मालमत्ता पत्रक

विभागा/पोली -- मोरेगांव तालुका/न.भू.मा.का. -- न.भू.अ.मालाड जिल्हा -- मुंबई उपनगर जिल्हा

वका भूखणत प्रतिसूची व नकाशा नं. १/अ/१/अ धारणाधिकारी शासनाच्या दिलेल्या आकारणाच्या किंवा भाड्याच्या तपशील आणि न्याय्या फंड तपशीलांची तुलना घेऊन

१/अ/१/अ	३१६४६३.६ +५१२१.५ सामिल	क	विनशती सांग र रु १९.०० दि १.८.७९ र रु ४०.५० दि १.८.७९ र रु १२.८० दि १.८.७९ र रु १२०००.० दि १.८.७९ [६.६० पे. दि १.३.७६ पासून] [९.६० पे १.८.६८ पासून] [२०.१० पे १.८.६८ पासून] र रु १०२८५.० दि १.१२.८७ पासून
	३२१५८५.२ -१०४२५.० सब डॉक्रीजन झाल्याने		
	३१११६०.२ -५४५७०.२ सब डॉक्रीजन झाल्याने		
	२५६५९०.० -२०११८.६ न.भू.क्र १ अ/१/ब कडे वर्ग		
	२३६४७१.४ + ११८२२.५ पॉकळीचे क्षेत्र		
	२४८२९३.९ -२४९२६.० मा.जिल्हाधिकारी यांचे आदेशान्वय न्वये १अ/१/ब/६		
	२२३३६७.९ -२६८८५.० पॉटविभाजनमुळे न.भू.क्र.१अ/१/ब/७		
	१९६४८२.९		



फार-१०
६५७९ ७५
१००९

पुंकेतनाम

वहादगी मूळ भाग व नं. १९२५

पदवत

दना भाग

दना भाग

दिनांक	व्यवहार	खंड क्रमांक	नविन घारक (भा) पदवत (व) किंवा भाग (भा)	साक्षात्कृत
२८.०३.१९७९	मा.अॅड व्ही डी फर्नेकरा अंभगे यांचे कडोले नं. ADC/LND/D ६८३९ दिनांक ८.१२.७८ प्रमाणे १६० चौ.मी क्षेत्रावर १.३.७६ पासून दि.गं. माग २ रु ६.२० घसाविका			मने. ००.०३ न.भू.अ.क्र.१/३.१७ XXX
२९.०३.१९७९	मा.अपार अणु विल्हाधिकारी अंभगे मुंबई उपनगर कडोले आदेश क्र ADC/LND/७०५.० दि २८.१२.७८ अन्वये विनशती आदेशाचे निले घेऊन २६ ५० चौ.मी भागावर ५.६०			मने. न.भू.अ.क्र.१/३.१७ १९९

CERTIFIED TRUE COPY
FOR RESEARCH
J/14, 1st Fl.,
St. George's, Borivli (W),
I. C. Colony, Borivli (W),
Mumbai-400 103.

मालमत्ता भूत्रक

वभाग/पौजे -- गोरगांव

तालुका/प.भ.मा.का. -- न.भू.अ.मालाड

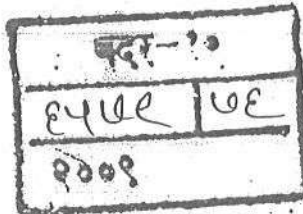
जिल्हा -- मुंबई उपनगर जिल्हा

सांग घुणाल शिट नंबर नकाट नंबर शर धारणीधकार शासनाला दिलेल्या भाकरणाचा क्रमा भादूयाचा तपशास आणि त्याच्या फेर तपायणांची नियत वेळा

१/३/१/अ

दिनांक व्ययता खंड क्रमांक नविन धारक (या) पट्टदार (या) क्रिया भार (या) साक्षातक

२४/०५/१९७०	मा. अण्णर उप जिल्हाधिकारी मुंबई उपनगर मुंबई अंधेरी याचे कडील आदेश क्र ए.डी सी / एल् एन डी डी ७०३२ दिनांक ३.५.७९ अन्वये विनशेती सारा चौ नोंद घेतली क्षेत्र १३९.५ चौ.मी आकार २०.२०			गवे- ३१/०५/१९७० न.भू.अ.क्र.५१.मु.गव. XXZX
१७/०६/१९७०	मा. अ.उ.जि.मु.उ.प. अंधेरी याचे कडील आदेश क्र ADC/LNDD - ५७८२ दि २१.५.७७ अन्वये २५०००.० चौ.मी क्षेत्रावर दि १.८.७६ पासून वार्षिक २०००/- रु प्रमाणे वि.शे. सान्याची नोंद			गवे- १०/०६/१९७० न.भू.अ.क्र.५१.मु.उ.प.गव.
००/०९/१९८१	श्री एस् एम पटेल याचा अर्ज, जबाब खरेदी खताची नक्कल रेकॉर्ड ऑफ राईट ७/१२ उतारा व न.भू अ क्र ५ याचा न. प भू १३-न.पु १/८१ दि २१-९-८१ अन्वये अर्ज दार याची नावे दाखल क्षेत्र ५४६००.० चौ.मी	SI	H १)शांतिलाल माधुरभाई पटेल २)श्रीमती दहाबेन शांतिलाल पटेल ३)रमेश शांतिलाल पटेल ४)आरती रमेश पटेल ५)दिनेश शांतिलाल पटेल ६)दिपक शांतिलाल पटेल क्षेत्र ५४६००.० चौ.मी	गवे- वि.नि.पु अ क्र ५१.मु.उ.प.गव. दि.नि.पु अ क्र ५१.मु.उ.प.गव.
३०/०९/१९८०	मा. अ. उ.जि. मु. उप. अंधेरी याचे कडील वि.शे. आदेश क्र ADC/LND D /७०५० दि १५.१२.१९८१ अन्वये र रु १९.२० पे क्षेत्र -६६.९चौ.मी दि १.८.७९ पासून विनशेती सारा नोंद घेतली			गवे- ३०/०९/१९८० दि.नि.पु अ क्र ५१.मु.उ.प.गव.
	मा. अ उप जी मुंबई उप अंधेरी याचे कडील वि.शे. आदेश क्र ADC/LNDD ७०३२ दि १५.१२.१९८१ अन्वये र रु ४०.५० पे क्षेत्र १३९.५ चौ.मी दि १.८.७९ पासून विनशेती सारा नोंद घेतली			गवे- वि.नि.पु अ क्र ५१.मु.उ.प.गव.
	मा. अ उप जि मुंबई अंधेरी याचे कडील विनशेती आदेश क्रमांक ADC/LNDD ६५८९ दि १५.१२.१९८१ अन्वये र रु २३.८० क्षेत्र १६०.० चौ.मी दि १.८.७९ पासून वि.शे.ती साग नोंद घेतली			गवे- वि.नि.पु अ क्र ५१.मु.उ.प.गव.
	मा. अ उप जि. मुंबई उप अंधेरी याचे कडील आदेश क्र ADC/LNDD ५७८२ दि १५.१२.१९८१ अन्वये र रु १२०००.० क्षेत्र २५०००.० चौ.मी दि १.८.७९ पासून वि.शे. सारा नोंद घेतली			गवे- वि.नि.पु अ क्र ५१.मु.उ.प.गव.
००/१२/१९८१	संचालक पहाडी गोरगांव लॅंड डेव्हलपमेंट प्रा.लि. याचे कडील खरेदीखताची नक्कल ७/१२ उतारा जबाब मा.दुय्यम निबंधक मुंबई याचे कडील नोंद क्र ७८६३/८८ दि.२७/१२/८० १९८० अन्वये व मा.न.भू.अ.क्र.५ याचे कडील आदेश क्र प.भू.१३/गोरगांव दि.२२/१२/८१चे आदेशान्वये ८.१००.८ चौ.मी.क्षेत्रात खरेदीवागचे नोंद घेतली	SI	(H) उपा डेव्हलपमेंट फौ.अ.पु.र.टी.के. हाँगिंग सोसायटी लिमिटेड क्षेत्र ८.१००.८ चौ.मी.	गवे- ०९/१२/१९८१ दि.नि.पु.अ.क्र.५१.मु.उ.प.गव.



मालमत्ता पत्रक

गा.मौजे -- गोंरेगाव तालुका/न.भू.मा.का. -- न.भू.अ.मालाड जिल्हा -- मुंबई उपनगर जिल्हा
 कायदा नं. २०१९/२०१९ दिनांक २०/०६/२०१९

दिनांक २०/०६/२०१९
 नविन घटक (भा) गटदार (वा) किंवा भाग (भा) यासाठी

दिनांक	व्यवहार	खंड क्रमांक	नविन घटक (भा) गटदार (वा) किंवा भाग (भा)	यासाठी
१३/०७/१९८८	मा. विशंभर भूमिसंपादन अधिकारी क्र ७ मु उप याचे कडल LAQ/ २०७ व २८० अनुक्रमे दि १३.४.७३ व २९.६.७८ च्या अर्जाचे प्रमाणे व मा.न.भू अ क्र ५ मु याचे कडल आदेश क्र प मु १३ गोंरेगाव १/८८ दि २१.७.८८ अन्वये १५४०८२.४ चौ.मी क्षेत्रास चौ.मी.सह अन्डर टॅकींग याचे नाव दाखल		H	बांध्ये इलेक्ट्रिक सप्लाय अन्ड ट्रान्स्फॉर्म अन्ड टॅकींग यासाठी
२०/०२/१९८९	मा.विशंभर भूमि संपादन अधिकारी क्र ७ मुंबई याचे कडल LAQ ४१३ /४९९ दि ११.६.८७ च्या अर्जाचे प्रमाणे व मा.न.भू अ क्र ५ मु याचे कडल आदेश क्र प मु १३ गोंरेगाव १/८९ दि २०.२.८९ अन्वये ५७४७.१ चौ.मी क्षेत्रास नाव दाखल		H	बांध्ये इलेक्ट्रिक सप्लाय अन्ड ट्रान्स्फॉर्म अन्डर टॅकींग यासाठी
२०/०६/१९९०	मा. विशंभर भूमिसंपादन अधिकारी क्र ७ मुंबई उप नगर मुंबई याचे कडल आदेश क्र एल ए व्ही ५२० दि २७.५.८३ अन्वये २४६५९.० चौ.मी जागा स्मारानासाठी संपादित असे			
२३/०४/१९९१	अर्ज व जाबाबा वरून भाडे पट्ट्याने मुदत ६० वर्षे बांध्ये इलेक्ट्रिक सप्लाय अन्ड ट्रान्स्फॉर्म अन्डर टॅकींग याचे कडल नावे पावती दि ११.९.८० व ९.१.८७ भाडे करार दि २.२.८९ क्षेत्र ५७४७.१ चौ.मी न.भू अ आदेश क्र न.भू अ ५ / गोंरेगाव / न.भू अ १ पैकी /१९९१ दि २३.४.९१	SI	L	श्री सिध्दिविनायक सहकारी गृह निर्माण संस्था (संपादित)
२९/०६/१९९१	मा. अर्डा डांडे कलेक्टर अंधेरी याचे कडल विनशेती आदेश क्रमांक ADC, LND /१८२० दि १९.१०.८७ व पुरुशती आदेश क्र ADC/LND E - १४२७ दि २५.१.९१ अन्वये र रु १७१८५.० क्षेत्र २३८६८.७ चौ.मी दि १.१२.८७ पासून चौ. मी. ई गस टी च्या नावे विनशेती सारा नॉट घेतली विनशेती सारा दर साल र रु ७२/- प्रमाणे दर १०० चौ.मी ला			
२९/०६/१९९१	मा. अ.भू अ मुंबई उपनगर मुंबई याचे कडल आदेश क्र आर ई व्ही ४४ / न.भू अ / अ. दु गस आर १२६६ (६३/९१) दि १२.६.९१ चे अन्वये क्षेत्र ५१२१.५ चौ.मी क्षेत्र सामिल केले			
	मा. अ.भू अ मुंबई उपनगर मुंबई याचे कडल आदेश क्र आर ई व्ही ४४ - न.भू अ / अ. दु गस आर ११६६ (६३) दि १२.६.९१ अन्वये बांध्ये इलेक्ट्रिक सप्लाय अन्ड ट्रान्स्फॉर्म अन्डर टॅकींग याचे नावे अयलल्या १५४०८२.४ चौ.मी क्षेत्रा पैकी पॉटविभजन आदेशा नुसार अंकर सहकारी गृहनिर्माण संस्था (सधा) चे नावे १०४२५.०० चौ.मी क्षेत्र भाडे पट्ट्याने प्रदान करणाने आलेले कामे करून स्वतंत्र मिळवून पॉटका उपडले व त्यास न.भू अ क्र १ व अर्जा नावेन क्र दिना			



दर - १०
 ६५७२ १००
 २००९

मालमत्ता पत्रक

जिल्हा -- मुंबई उपनगर जिल्हा
 शासनाने दिन्दिन्या आदेशांमार्फत कित्या धाड्याचा तपसंविन आर्गण त्याच्या फेअ तपसंवाणांनी नियत केला

दिनांक	व्यक्ति	धंड क्रमांक	नामन धारक (या) पट्टेदार (या) कित्या धार (या)	याक्षावेत
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३०/१०/१९९१ अर्ज व जवाब खांदीने मा. दुय्यम निबंधक मुंबई यांचे क्र. १८३७/८५ दि. २१.५.८५ व पत्रिका २८६३/८८ दि. २८.७.८८ व मा. नि.नि.पु तथा न.पु.क्र. ५ यांचे कांडल आदेश क्र. १३/गांगगाव/न.पु.क्र. १ पं /९१ दि. ३०.१२.९१ - १९३५-७ चौ.मी क्षेत्रास धारक सदरी नाव दाखल केले

१८/०२/१९९२ अर्ज, जवाब फ.स. मि. स. नि. विभाग मुंबई यांचे कांडल आदेश क्र. मुंबई/बो/वोड/गृह विभाजन/उपा/४०३ १९९१ दि. ०६ नोव्हें १९९१ व मा. नि. नि. पु. अ. तथा न.पु. अ. क्र. ५ यांचे कांडल आदेश क्र. प.पु. १३/गांगगाव न.पु.क्र. १ पं / ९१-९० दि. १४/०१/१९९२ अन्वये दि. ३० १०.१९८५ व दि. ३०/१२/१९९१ मी नोंद कमी करून एकुण चौ.मी. १८०३८.० क्षेत्रावर उपा डेवल्प को. ओ. हो. सो. नि. चे नाव कमी करून उपा दर्शन को. ओ. हो. सो. चे नाव दाखल केले.

१२/०५/१९९२ SI मा. जिल्हाधिकारी मुंबई उप. यांचे कांडल पॉर्टविभाजन आदेश क्र. सी./काया-७/ एकत्रीकरण /पो. वि. /मस. आर. /९३८ दि. १०/०१/१९९२ व मंजूर नकाशा तसेच इकांडल मो. र. नं. ६७६/दि. २१/०५/१९९२ अन्वये न.पु.क्र. १अ चे क्षेत्रातून ५८५७०.१ चौ.मी. घेऊन त्याची न.पु.क्र. १अ/२ नावून मिळकत पत्रिका उघडली; व दि. ०२/०९/१९८९ ची नोंद कमी केली.

०८/१०/१९९५ SI मा. जिल्हाधिकारी मुंबई जिल्हा यांचे कांडल विनशंती आदेश क्रमांक C / LND/VII-A /NAP/SR -३७८२ दि. २३/०२/१९८४ व दुसरी आदेश क्र. DESK/VII/NAP/SR/३७८२ दि. १८/०५/१९९५ न.पु.अ.क्र. ५ मुंबई उप. यांचा आदेश क्र. न. पु. अ. ५ /न.पु.क्र. १अ/१५ /विनशंती /९५ दि. ०४/१०/१९९५ अन्वये न.पु.क्र. १अ/१ या मिळकतीवरील दि. १८/०१/१९९२ रोजीची नोंद कमी करून दाखल असलेल्या २५६५९०.०० चौ.मी. क्षेत्रातून २०११८.६ चौ.मी. क्षेत्र कमी करून त्याची स्वतंत्र मिळकत पत्रिका उघडून त्यास १अ/१/व असा शंरा देऊन धारक सदरी पं. उपा दर्शन को. ओ. हो. सो. लि. चे नाव दाखल केले व मुळ मिळकत पत्रिकेवर २३६४७१.४ चौ.मी. कायम करून १अ/१अ असा शंरा दिला.



१२-१०
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मालमत्ता पत्रक

गांधी मीने -- गोरेगांव

तालुका/न.भू.मा.का. -- न.भू.अ.मालाड

जिल्हा -- मुंबई उपनगर जिल्हा

नाम पुष्पान शेट्टी नंबर वनाट नंबर क्षेत्र धारणाधिकार शासनांना दिलेल्या आलेखणांना नित्य धाड्याचा तपसंगत आणि त्याच्या फेर तपासणीची नियत वेळ)

१/३१/१३

दिनांक स्थाना खंड क्रमांक नाव व पारक (१) प्लॉट (२) क्षेत्राचा पार (३) माक्षिकेन

२५/०३/१९९६ अजे. मा. द. नि. मुंबई यांचेकडील मूच क्र. २ R
१३५/७२
दि. २२/११/७५ मा. उच्च न्यायालय मुंबई यांचेकडील
गट नं. १८५९६३ चे कन्सेन्ट टर्म्स य मा.न.भू.अ. क्र.
यांचा दि. २६/०८/१९९६ चे आदेशान्वये २९८८५.०
चौ.मा.
क्षेत्रास भातक सदरी नाव दाखल केले.



- (H)
- १) सुरेश कांतलाल जगानी
 - २) निरंजन आनंदलाल जगानी
 - ३) वसु चिन्मयानन मांगया
 - ४) शारदा भूपतराय शाह
 - ५) स्नेहा हसनमूरारय शाह
 - ६) गिरधरलाल उपचंद पाटील
 - ७) कांताबेन महाशुक्ला पारोख
 - ८) रमणकांत नानालाल जगानी
 - ९) सुजाता प्रेमल कणाडीया
 - १०) पंकज रमणकांत जगानी
 - ११) अनुपम रमणकांत जगानी
 - १२) तरला अंजल प्रारोग्य
 - १३) प्रीती पंथा दलाल
 - १४) नैना अनिल पारोख
 - १५) देवशीष अनिल पारोख
 - १६) मार्यांक महाशुक्ल पारोख
 - १७) परीमल महाशुक्ला पारोख
 - १८) रानूल रिलिपभाई जोशी
 - १९) पारु निलेश शाह
 - २०) कल्पना किशोरभाई पारोख
 - २१) कांतलाल उपचंद पारोख
 - २२) सुधा वृद्धीधन मांदा
 - २३) पंकज रमणकांत जगानी
 - २४) अतुल नानालाल पारोख
 - २५) शर्पू अनिलकुमार शाह
 - २६) सुधीर कांतलाल जगानी
 - २७) मधुसुदन नवनीतराय आडव
 - २८) निर्मल अंचानान शाह
 - २९) संदीप शारजलाल शाह
- क्षेत्र २९८८५.० चौ.मा.

१५२-१०
६५०६ | ७६
२००९

२२/०१/१९९६ अजे. मा. नववाद न्यायालय मुंबई यांचेकडील आर. अं.
डी. गट नं. १०१६ मन १९९४ चे कन्सेन्ट टर्म्स मा. राह
द. नि.
८ चांटे मुंबई यांचेकडील पदर -> १/४५०८/९६ ची सुची
क्र. ७ विवरणा पत्र. मा.न.भू.अ. ५ यांचा दि. ००/१/१९९६
चे
आदेशान्वये प्रतिवर्षी ७२०००.० रु. दराने १९ वर्षांच्या
भाडे पट्ट्याने २४९२६.०० चौ.मा. क्षेत्रास भाडेपट्टेदार
(सिमी)
मरुत नाव दाखल केले.

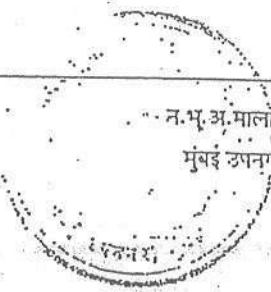
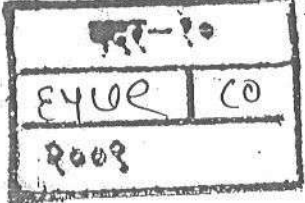
१०/११/२०००

SI
मा. उग मंगलक भूमि ऑपनरिड कॉकण प्रदेश मुंबई यांचे
दि. ३१/१२/१९९९ चे आदेशान्वये
मा. अधिसूक्त भूमि अधिलेख मुंबई उपनगर
जिल्हा यांचा दि. २६/०८/१९९७ चा आदेश रद्द करण्यात
आलेला अयुक्त न्याया प्रस्तुत कापी फेर यांचेकडील करून
निगंय घ्याया असे आदेश दिलेले आहेत मरुत नाव घेतला.

मां -
१०१२२२१९६
न.भू.अ.क्र. ५ डी व न
मां XXX

मालमत्ता पत्रक

भाग: मॉर्गन	गोरेगांव	तालुका/न. भू. मा. का. -- न. भू. अ. मालाड		जिल्हा -- मुंबई उपनगर जिल्हा
नगर न्यायमंडल क्रमांक. गा. व. नं. ३.	सिस्ट नंबर	फोन नंबर	धर गो. मा.	शारदादास दिनेश्या भायरणागाभा दिनेश्या भाद्र्यागाभा ताराचान भाद्र्यागाभा फेर ताराचानाचो निवत येला.
१/अ/१/अ				
दिनांक:	व्यवसाय	खंड क्रमांक	नॉयन वारक (भा) पट्टदार (भा) जिन्दा भाग (भा)	साक्षात्कन
१६/०२/२००४	मा. जिन्दाधिकारी मुंबई उपनगर जिल्हा यांचेकडील दुरुस्ती योजना.			फ. मंजूर क्र. ३३ प्रमाण मध्ये - ०४/०२/२०११ न. भू. अ. मालाड
	आदेश क्र. गा. का. यांचे २क/कलम १३५/ग.स. आर. २२५ दि. २६/११/०३ अन्वये न. भू. अ. मालाड व गोरेगावची हद्द पुराव्यांकन आदेश क्रमांक ६८.४१.५०.५१.५२ मध्ये			
१६/०३/२००४	मा. जिन्दाधिकारी मुंबई उपनगर जिल्हा यांचेकडील दुरुस्ती आदेश क्र. गा. का. यांचे २क/कलम १३५/ग.स. आर. २२५ दि. २६/११/०४ अन्वये न. भू. अ. मालाड व गोरेगावचे क्षेत्र २३६.४७१.६ चौ. मीटर ऐवजी हद्ददुरुस्ती कॅम्पाउंड २४८२९३.९ चौ. मीटर क्षेत्राची न. भू. अ. मालाड/गोरेगावची सत्ता प्रकार शेंनी अशी स्वतंत्र मिळकत पत्रिका ठरवडली व २४९२६.० चौ. मीटर क्षेत्र मूळ क्षेत्रातून वजा करून शिल्लक क्षेत्र २.२३.३६७.९ चौ. मी. दाखल केले.			फ. मंजूर क्र. ३८ प्रमाण मध्ये - ०४/०२/२०११ न. भू. अ. मालाड
१६/०३/२००४	मा. जिन्दाधिकारी मुंबई उपनगर जिल्हा यांचेकडील सी/काया-७ अ/पो. वि. ग.स. आर. ३१७५ दि. २१/१/१९९९ अन्वये व मो. र. नं. ५/१९ व इकडील आदेश क्रमांक न. भू. अ. मालाड/गोरेगाव/न. भू. अ. मालाड/गोरेगाव/पो. वि. ग.स. आर. ३१७५ दिनांक १६/२/०४ अन्वये पोस्टविमानानुसार वग होणारे क्षेत्राची २९८८५.० चौ. मीटर क्षेत्राची नावन मिळकत पत्रिका उघडली सदरचे क्षेत्र मूळ न. भू. अ. मालाड/गोरेगावची कर्मी करून १९३४८२.९ चौ. मीटर दाखल केले व असा शेंज बदल केला व दि. २५/७/१९६० नोंद रद्द केली.			मध्ये - ०४/०२/२०११ न. भू. अ. मालाड
२१/०३/२००४	मा. जिन्दाधिकारी मुंबई उपनगर यांचेकडील आदेश क्रमांक सी/डिक्स-७-अ/अन अंन डो / अंन अं पा / अंस आर ७-९४ दिनांक ३/३/०४ चे आदेशाप्रमाणे भाद्र्यागाभा म. दिनेश्या मून कनटवगन प्राक्ट लिमिटेड यांचे नाव दाखल केले व दि. २१/११/९६ रोजीची भाद्र्यागाभा (निसी) यांची नोंद कर्मी केली.			फ. मंजूर क्र. ३० प्रमाण मध्ये - न. भू. अ. मालाड



ताराचानाचो करपाचो -

१६/२/०४
१६/२/०४
१६/२/०४
१६/२/०४

मूरो नकदतन -

१५०-००
१२-०३
१२-०३

न. भू. अ. मालाड
मुंबई उपनगर जिल्हा

सत्य प्रतिलिपी

TRUE COPY

J/14, 1st F
S. C. Colony, Brijnoli (W)
Mumbai-400 103-

ANNEXURE - "C"

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

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

Form 346
88

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

EC-48
THIS I.O.D./C.C IS ISSUED SUBJECT
TO THE PROVISION OF URBAN LAND
CEILING AND REGULATION ACT 1978



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

No. E.B./CE/ 9430 BS/AP of 200

Municipal Office,

Mumbai200

MEMORANDUM

Developer
Owner - Vijay Associates (Wadhwan) Construction Pvt. Ltd.

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

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

1. That the Commencement Certificate under Sec. 44/69(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C. Regulation No. 38(27).
3. That the low lying plot will not be filled upto a reduced level of at least 92 T.H.D. or 6" above adjoining road level whenever is higher with murum, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.

REGULATION NO. 38(27)
E.Y.U.R.C.

CERTIFIED TRUE COPY

FOR
RESEARCH
J/14, 1st Fl,
Stone Castle,
C. C. Colony, Civil (W)
Mumbai-400 002

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

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

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

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

Executive Engineer, Building Proposals,
Zone, p 75 Wards.

SPECIAL INSTRUCTIONS



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

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

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

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

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

"(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (1.60 m.) of such building.

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

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

(5) Your attention is further drawn to the provision of Section 353-A about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

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

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

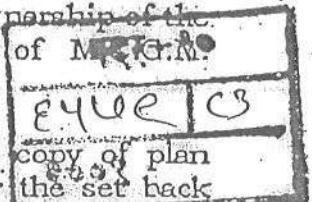
(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

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

Handwritten signature and date: 2008

14 JUN 2007

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



12. That the qualified / Registered Site Supervisor through Architects/Structural Engineer will not be appointed before applying for C.C.

13. That N.O.C. from A.A. & C. (P/S) shall not be submitted before requesting for C.C. and final N.O.C. shall not be submitted before requesting for occupation / B.C.C.

14. That N.O.C. from H.E. shall not be submitted before requesting for C.C.

15. That the copy of application made for Non-agricultural user permission shall not be submitted before requesting for C.C.

16. That the regd. u/t. from the developer to the effect that Meter cabin, stilt, portion, society, office, servants quarters, part/pocket terrace shall not be misused in future shall not be submitted before requesting for C.C.

17. That the development charges as per M.R. & T.P. (Amendment) Act, 1992 will not be paid before C.C.

18. That the C.T.S. plan and P.R. Card area within the ward through S.L.R. shall not be submitted before C.C.

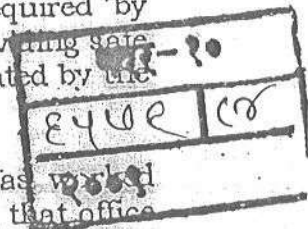
19. That provision for Reliance Energy / M.T.N.L. shall not be made.

20. That the P.C.O. charges shall not be paid to Insecticide Officer before requesting for C.C. for providing treatment at construction site to prevent epidemics like Dengue, Malaria etc. This is made to the Insecticide Officer of the concerned War Office and provision shall not be made as and when required by Insecticide officer for inspection of water tanks by providing safe and stable ladder etc. and requirements as communicated by the Insecticide Officer shall not be complied with.

21. That the proportionate sewerage line charges as worked out by Dy. Ch. Eng. (Sew. Planning) shall not be paid in that office before requesting for C.C.

22. That the Janata Insurance Policy shall not be submitted before C.C.

23. That the true copy of the sanctioned layout/subdivision/amalgamation approved under No.



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

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



85-10
EYUETCY

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

33. That the requirement of clause 40 & 41 of D.C.R. shall not be incorporated in proposed plan and requirements shall not be complied with before submitted B.C.C.

34. That the bore well shall not be constructed in consultation with H.E. before requesting for C.C.

35. That the details of quantity of debris created due to the development of proposed bldgs./ additions/ alterations and that the phase programme for removal of the said debris shall not be submitted and not followed scrupulously and u/t. to that effect shall not be submitted.

36. That the requisitions from Fire Safety point of view as per D.C.Regulations shall be complied with.

37. That the PAN card with the photo of the applicant as per prescribe proforma shall be submitted.

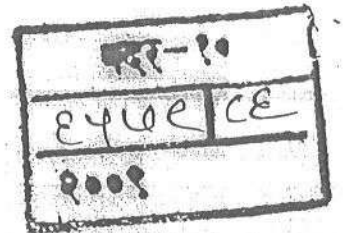
38. That all exterior walls shall not be constructed as per circular No: C/PD/12387 DT. 17.3.2005.

39. That the NOC from E.E.(Env.) for debris will not be submitted before C.C.

40. That the NOC from Addl. Collector for royalty of excavated earth will not be submitted.

41. That the NOC from M.O.E.F shall not be submitted before C.C.

42. That the NOC from B.E.S.T. regarding plans shall not be submitted before C.C.



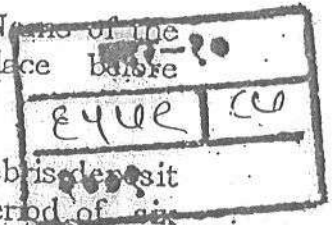
B. CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.

14 JUN 2007

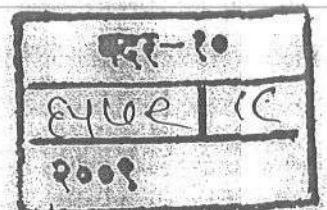
1. That the plinth/stilt height shall not be got checked by this office staff.
2. That the Water connection for construction purposes will not be taken before C.C.
3. That the plan for Architectural Elevation and projection beyond proposed bldg line will not to be submitted and got approved before C.C.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

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

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



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



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

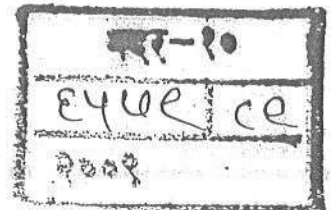
D. CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.

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

THIS I.O.D./B.C. IS ISSUED SUBJECT TO THE PROVISION OF URBAN LAND CEILING AND REGULATION ACT 1978
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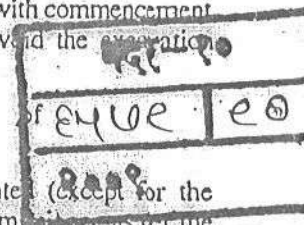
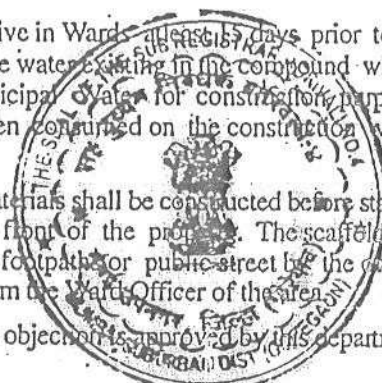
S. J. ... 14/6/07
Executive Engineer,
Aldo Proposal (W.S.) P & K/W Ward.



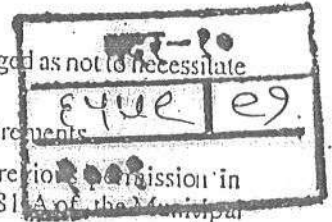
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NOTES

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



- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 13 (h) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be with drawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
- Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
 - Specifically signed agreement between you and the existing tenants that they are willing to vacate the alternative accommodation in the proposed structure at standard rent.
 - Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Regulations regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will cause water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381 A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jistems shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of a lock and the warning pipes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfections each not exceeding 1.5 mm. in diameter. the cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed and its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5 (b).
 (b) Lintels or Arches should be provided over Door and Window opening.
 (c) The drains should be laid as require under Section 234-1 (a).
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.



CERTIFIED TRUE COPY

[Handwritten Signature]

FOR
RESEARCH
J/14, 1st Fl.
Sion Castle

Mumbai-400 003

Executive Engineer, Building Proposals
Zones
Bldg. Propos. Wards

14 JUN 2007

COPY TO LICENSED SURVEYOR/OWNER

BRIHANMUMBAI MAHANAGARPALIKA

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

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

COMMENCEMENT CERTIFICATE

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

Sir,

With reference to your application No. 3604 dated. 7.6.07 for Development Permission and grant of Commencement Certificate under Sector 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Bldg. No. 18 on C.T.S. No. 1 (pt.)

at premises at Street -
Village Goregaon Plot No. -
situated at Goregaon Link Road Ward P/S

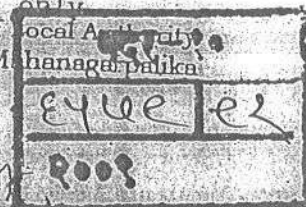
The Commencement Certificate/Building Permit is granted on the following conditions:

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new buildings 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 renewed period shall be in no case exceed three years provided further that such renewal shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act 1966
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:-
 - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - (c) The Municipal Commissioner for 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 conditions of this certificate shall be binding not only on the applicant by on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

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

This C.C. is restricted for work up to Foundation for soil testing and sheet pile work only

For and on behalf of Local Authority,
Brihanmumbai Mahanagar Palika



Executive Assk. Engineer, Building Proposa (West Sub)
P & R Wards

FOR
MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

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

11 NOV 2007

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

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

16 JAN 2008

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

10) This c.c. is now further extended for wing A & B for lower shift + 3 Nos of upper parking floors + podium + 17th upper floor & for wing C & D upto top podium slab level within the building line as per approved plan dt 28-8-08.

6 OCT 2008

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



11) This c.c. is now further extended for wing A & B for lower shift + 3 Nos of upper parking floors + podium + 17th upper floor & for wing C upto top of podium slab level and wing D for lower shift + 3 Nos of upper parking floors + podium + 16th upper floors within bldg. line as per approved plan dt 24/03/2009.

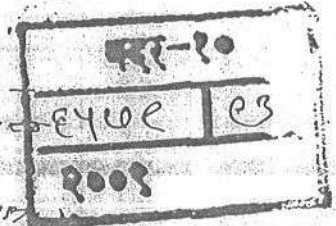
EXECUTIVE ENGINEER, BUILDING PROPOSAL (W.S.) P WARD

12) This c.c. is valid and further extended for wing A - lower shift + 3 Nos of upper parking floor + podium + 18th upper floor, wing B - lower shift + 3 Nos of upper parking floor + podium + 18th upper floor, wing C - lower shift + 3 Nos of upper parking floor + podium + 18th upper floor, wing D - lower shift + 3 Nos of upper parking floor + podium + 18th upper floor, as per approved

amended plan dt 23/05/2009, TRUE COPY

30 JUN 2009

EXECUTIVE ENGINEER, BUILDING PROPOSAL (W.S.) P WARD



FOR RESEARCH J/14, 1st Fl. Stone Castle, I. C. Colony, Borivali (W).

ANNEXURE-"E"

M.V. KINI & CO.

ADVOCATES & SOLICITORS

VILE PARLE

B-103, 1ST FLOOR, CHARMEE ENCLAVE, SHRADHANAND ROAD, WESTERN EXPRESS HIGHWAY, VILE PARLE (E),
MUMBAI -400 057. Tel. : Off. : 2610 4450, 3261 5163 • Fax : 2610 4451 • E-mail : parle@mvklni.com

MVK/TC/BEST/1604/2008

To
General Manager
BEST Undertaking
Mumbai.

TITLE CERTIFICATE

WHOMSOEVER IT MAY CONCERN

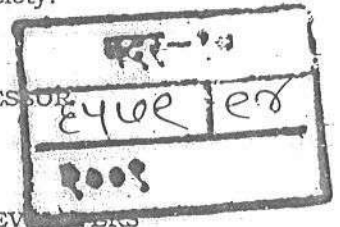
Re. : All that un-subdivided piece or parcel of land being sub-divided
Plot No. 2A admeasuring 27913.93 sq. mars. (containing permissible TDR
of 38653 sq. mtrs) forming part of the larger property (and additional
TDR permissible of the larger property bearing CTS No. 1 (Part) of village
Goregaon at BEST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

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

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

..... LESSOR

..... DEV



Sir,

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

HEAD OFFICE : SAVLA CHAMBERS, 40, CAWASJI PATEL STREET, FORT, MUMBAI-400 001.
TEL.: OFF.: 2281 5883/84/85/2204 8683; FAX: 2204 4971. E-mail: bombay@mvklni.com/ravklni@bom5.vsnl.net.in

BRANCH OFFICES

NEW DELHI : KINI HOUSE, 6/35, JANGPURA B, NEW DELHI-110 014. TEL : (011) 2437 1038/39/40. FAX: (011) 2437 9484.
MOBILE: 98111 81811/93128 10090/ 98118 34555. E-mail: delhi@mvklni.com/mvklni@vsnl.net

BANGALORE : 4, ALEXANDER STREET, RICHMOND TOWN, ABOVE UNION BANK, BANGALORE-560 025. TEL: (080) 2221 1434/5111, 4702
FAX: (080) 2211 3166. MOBILE: 93418 72674/98440 90215/98441 17371. E-mail: bangalore@mvklni.com/mvklni@atrifmail.in

HYDERABAD : MADHU KUNJI, 1ST FLOOR, OPP. CITY CIVIL COURT, S. P. ROAD, SECUNDERABAD-500 003. TEL.: (040) 5532 3042.
FAX: (040) 2771 7375. MOBILE: 98483 26498/98485 28983/93955 60350. E-mail: hyderabad@mvklni.com/mvklni@slp.com

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

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


CHANDIGARH : 1004, SECTOR-21B, OPP. NIRANKARI GURUDWARA, CHANDIGARH. TEL.: (0172) 272 0233/270 5857.
MOBILE: 98864 81944/98880 81944. E-mail: chandigarh@mvklni.com/chandigarh.mvklni@yahoo.com

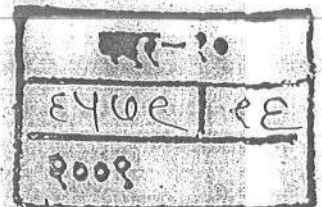
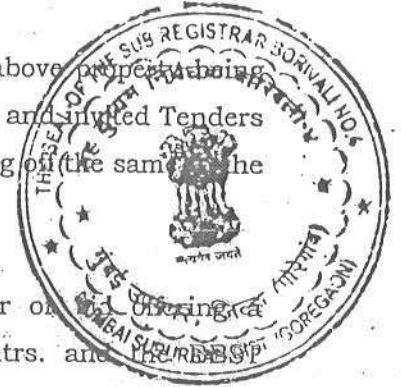
KOLKATA : 1A, SAGARDEEP APARTMENT, VIP ROAD, RAGHUNATHPUR, KOLKATA - 700 059. TEL.: (033) 32411260, 25007175
FAX: (033) 25007175. E-mail: dr.ray@rediffmail.com/kolkata@mvklni.com

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



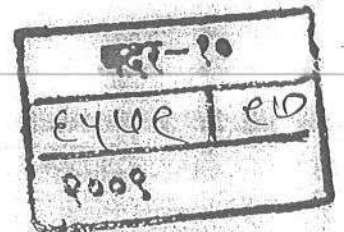
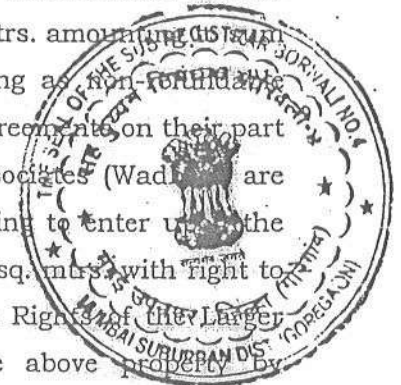
develop its various properties for Specified Purpose coupled with Commercial User to the extent of 30% of the total permissible Built up Area.

7. Pursuant to the said Notification date 27th July, 2006 the BEST Undertaking became entitled to allow development and dispose off 30 % of the total permissible built up area of the Larger Property being the above property for Commercial User under the D. C. Regulations.
8. The BEST Undertaking decided to dispose off the above property being 30% of the Larger Property on Lease for Sixty Years and invited Tenders by Public Advertisements for the purpose of disposing off the same. The successful party.
9. M/s. Vijay Associates (Wadhwa) submitted tender on 18th September 2006, offering a premium at the rate of Rs. 57,000/- per sq. mtrs. and the BEST Undertaking accepted the said offer on 18th September 2006, agreeing to grant the lease for a premium at the rate of Rs. 57,000/- per sq. mtrs. of the plot of land being Sub-Divided Plot No. 2A admeasuring 27913.93 sq. mtrs. (containing permissible FSI of 39,291 sq. mtrs.) and alongwith the maximum TDR permissible of the larger property bearing CTS No. 1(Part) Survey No. 6(Part) of Village Goregaon situate at BEST Nagar, Oshiwara, Goregaon (West), Mumbai Suburban District admeasuring 1,54,082.40 sq. mtrs. (hereinafter referred to as the "above Property").
10. BEST Undertaking issued Letter of Acceptance of offer bearing No. AGM(C)/Dysupdt/4902-IV/63735/2006 dated 13/11/2006 to M/s. Vijay Associates (Wadhwa) and requested to make payment of premium at the rate of Rs. 57,000/- per sq. mtrs. for area admeasuring 39391 sq. mtrs. built up area (Subject to measurement of actual built up area after completion of work) i.e. total amount of premium comes to Rs. 

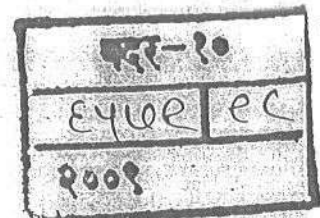


2,23,95,87,000/- (Rupees Two Hundred Twenty Three Crores Ninety Five Lacs Eighty Seven Thousand only) on the terms and conditions contained therein.

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



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



M.V. KINI & CO.
VILE PARLE



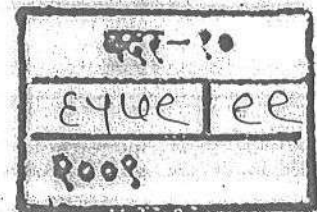
17. Subject to M/s. Vijay Association (Wadhwa) rights under the said Agreement for Development dated 18th May 2007 and subject to what has been stated aforesaid, we certify that the Title of BEST Undertaking to the above property is clear and marketable and free from encumbrances.

DATED THIS 7th DAY OF November 2008.

Yours truly

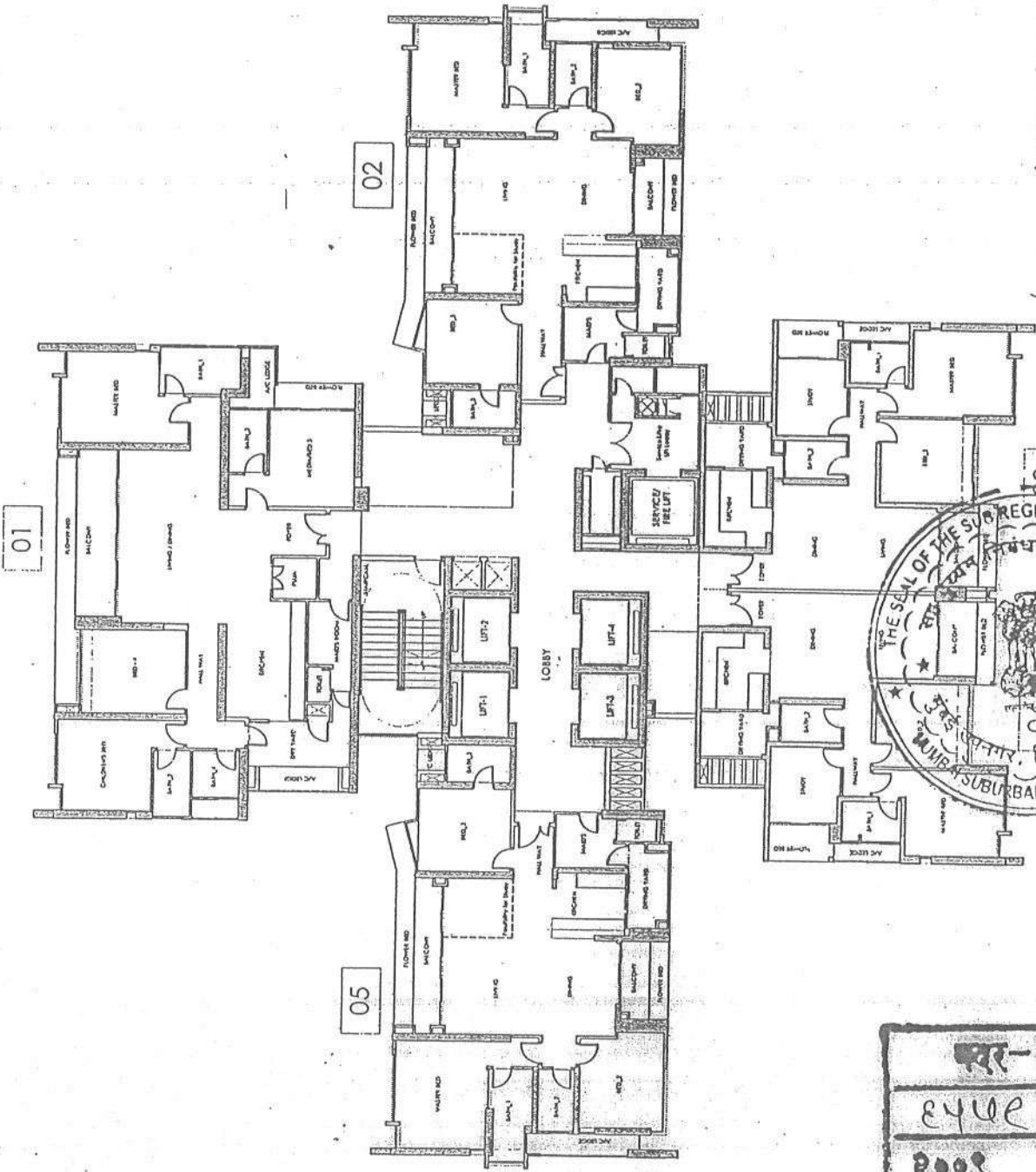
FOR M. V. KINI & CO.,

ADVOCATES & SOLICITORS

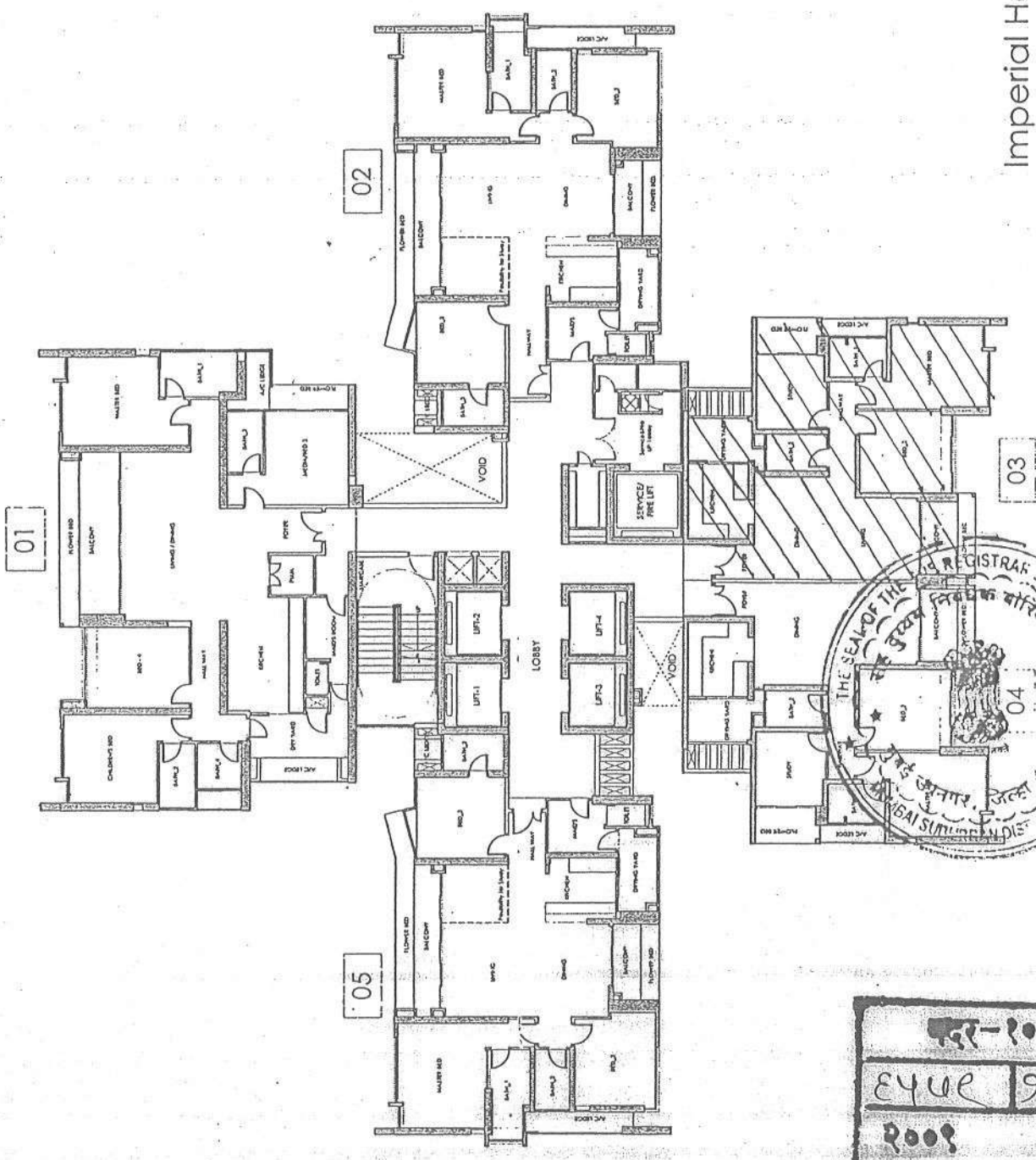


ANNEXURE - 'F'

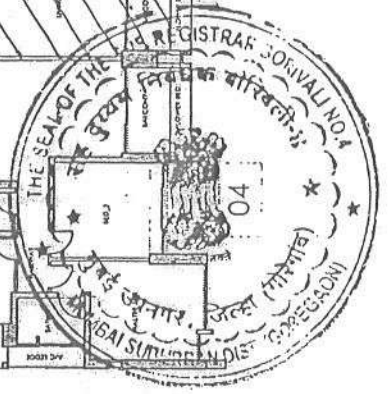
Imperial Heights Tower A Typical Odd Numbered Floor plan



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Imperial Heights
Tower A
Typical Even Numbered Floor plan



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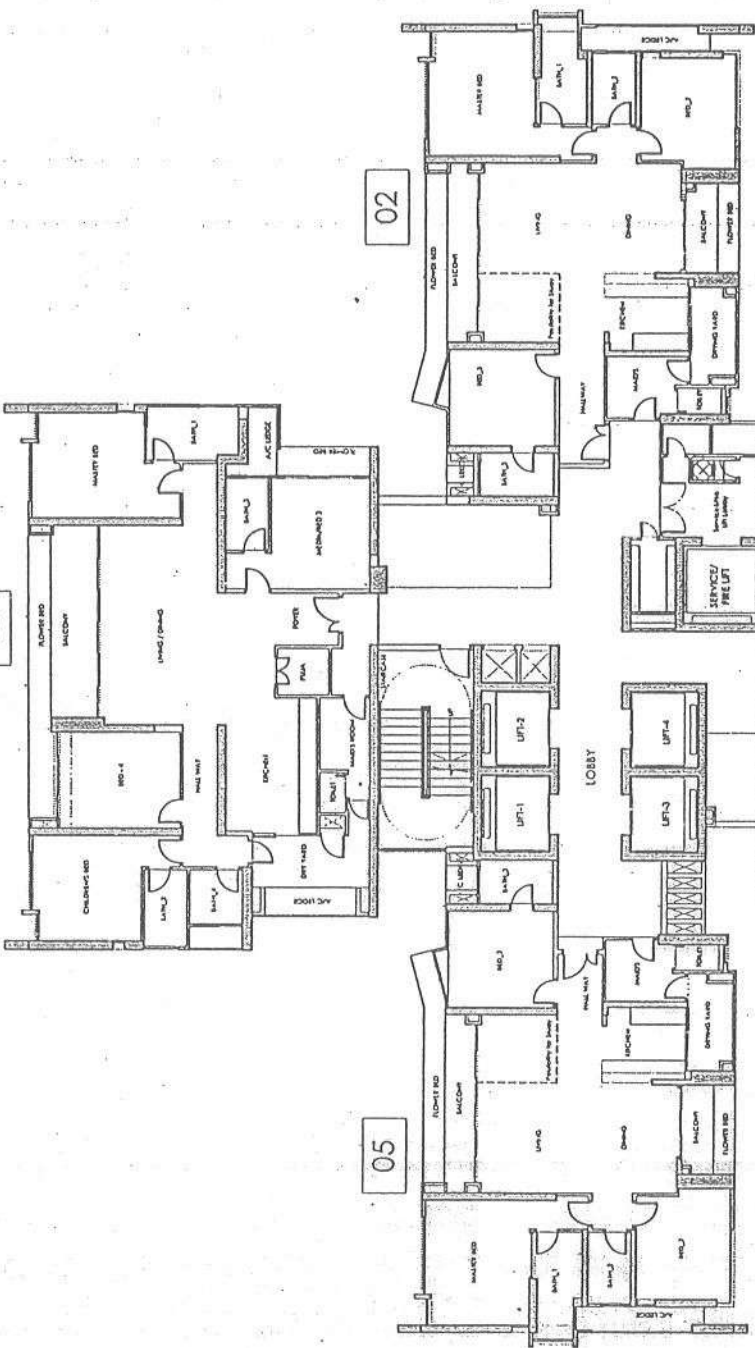
Rakesh P. Pawale
[Signature]

For Vijay Associates (Wadhwa) Constructions Pvt. Ltd.

[Signature]

Director

10

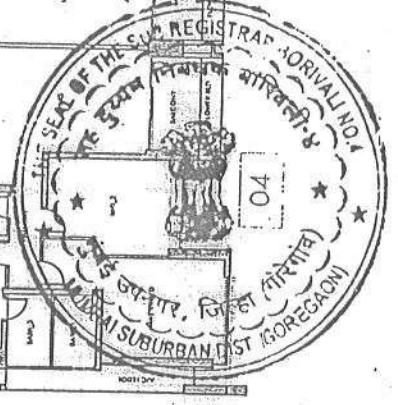
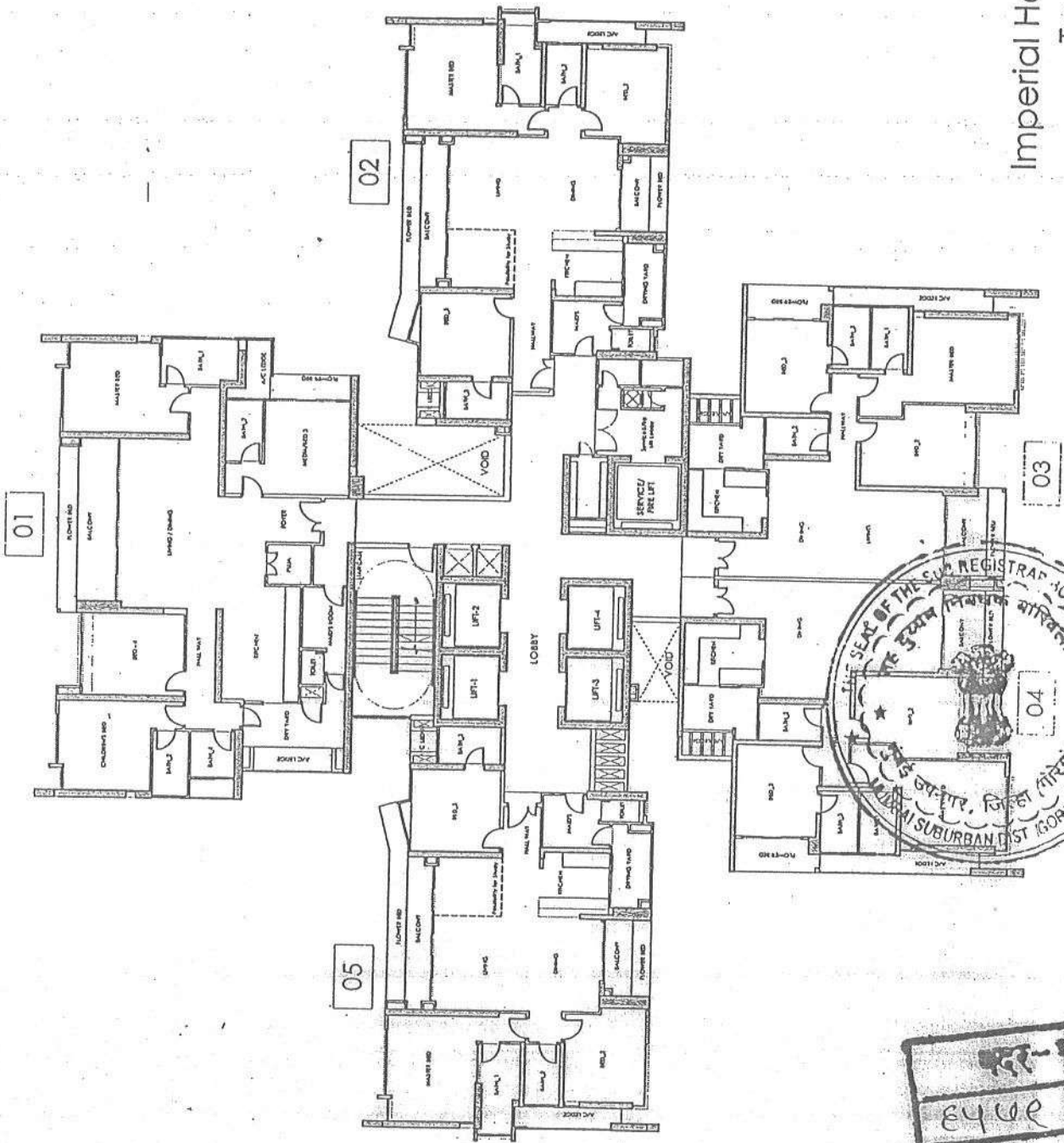


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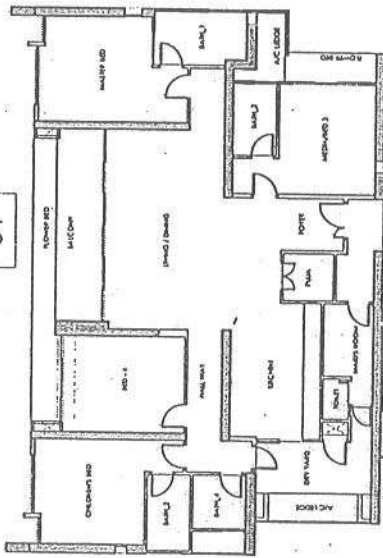
Imperial Heights
 Tower B
 Typical Odd Numbered Floor plan

Imperial Heights
Tower B
Typical Even Numbered Floor plan

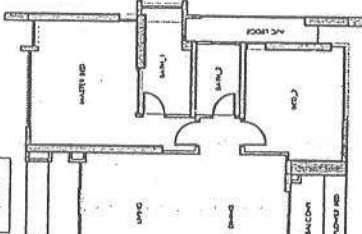


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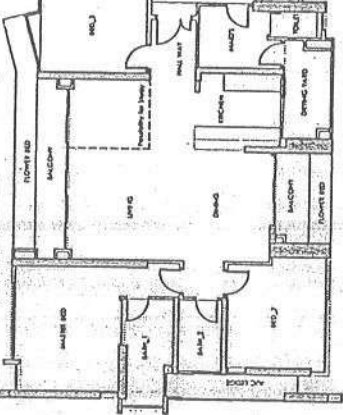
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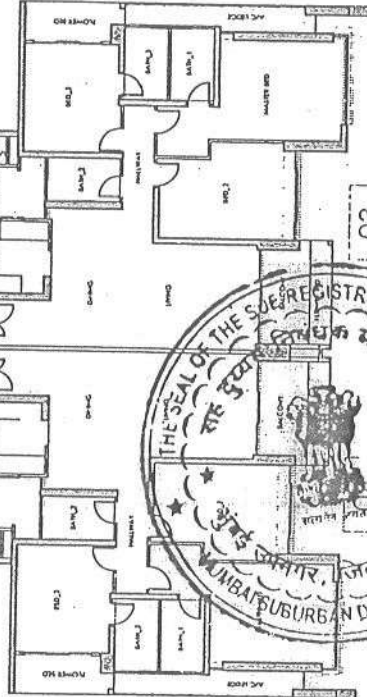
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Imperial Heights
Tower C

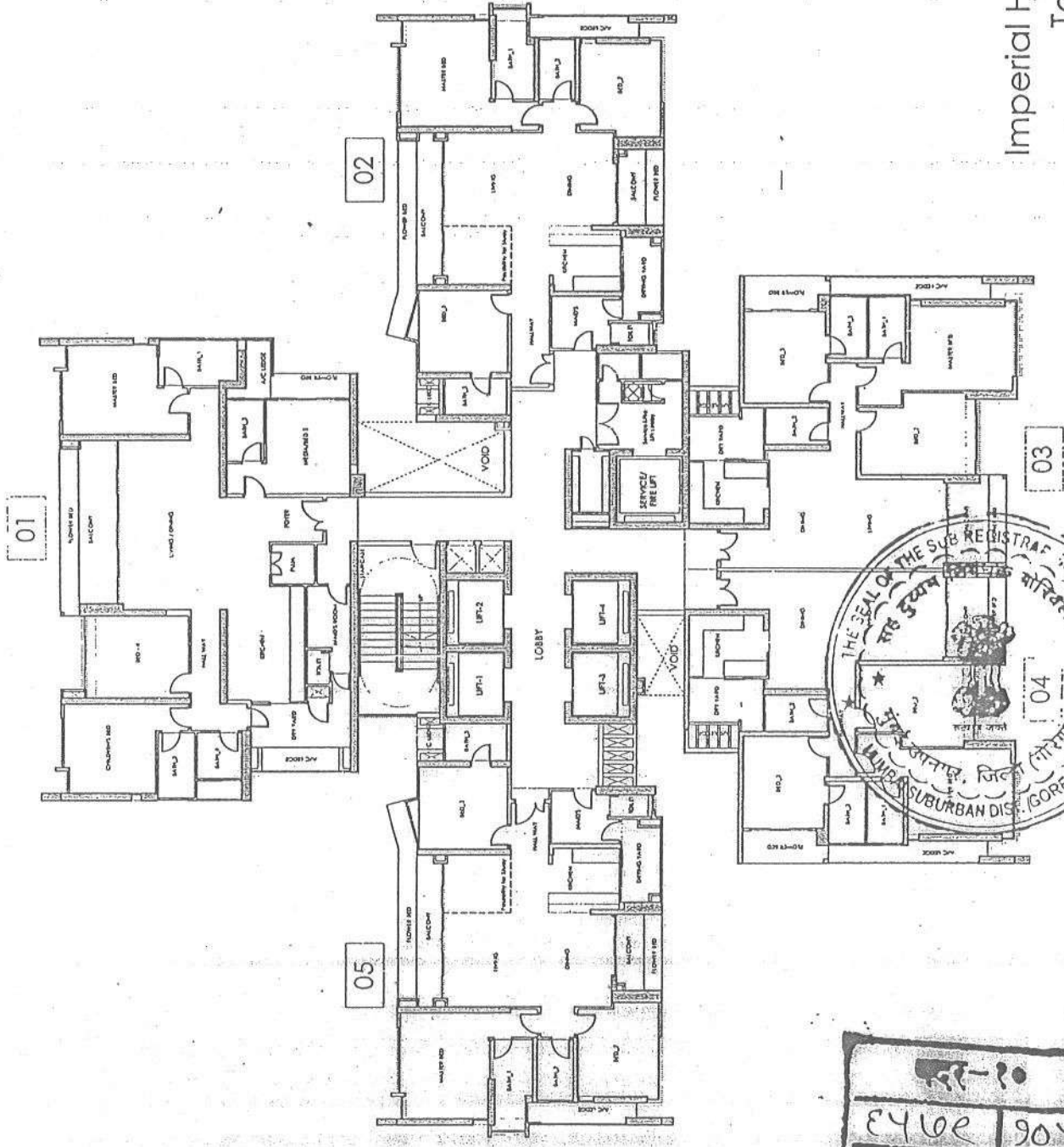
Typical Odd Numbered Floor plan

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Imperial Heights
Tower C
Typical Even Numbered Floor plan

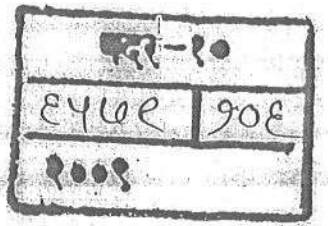
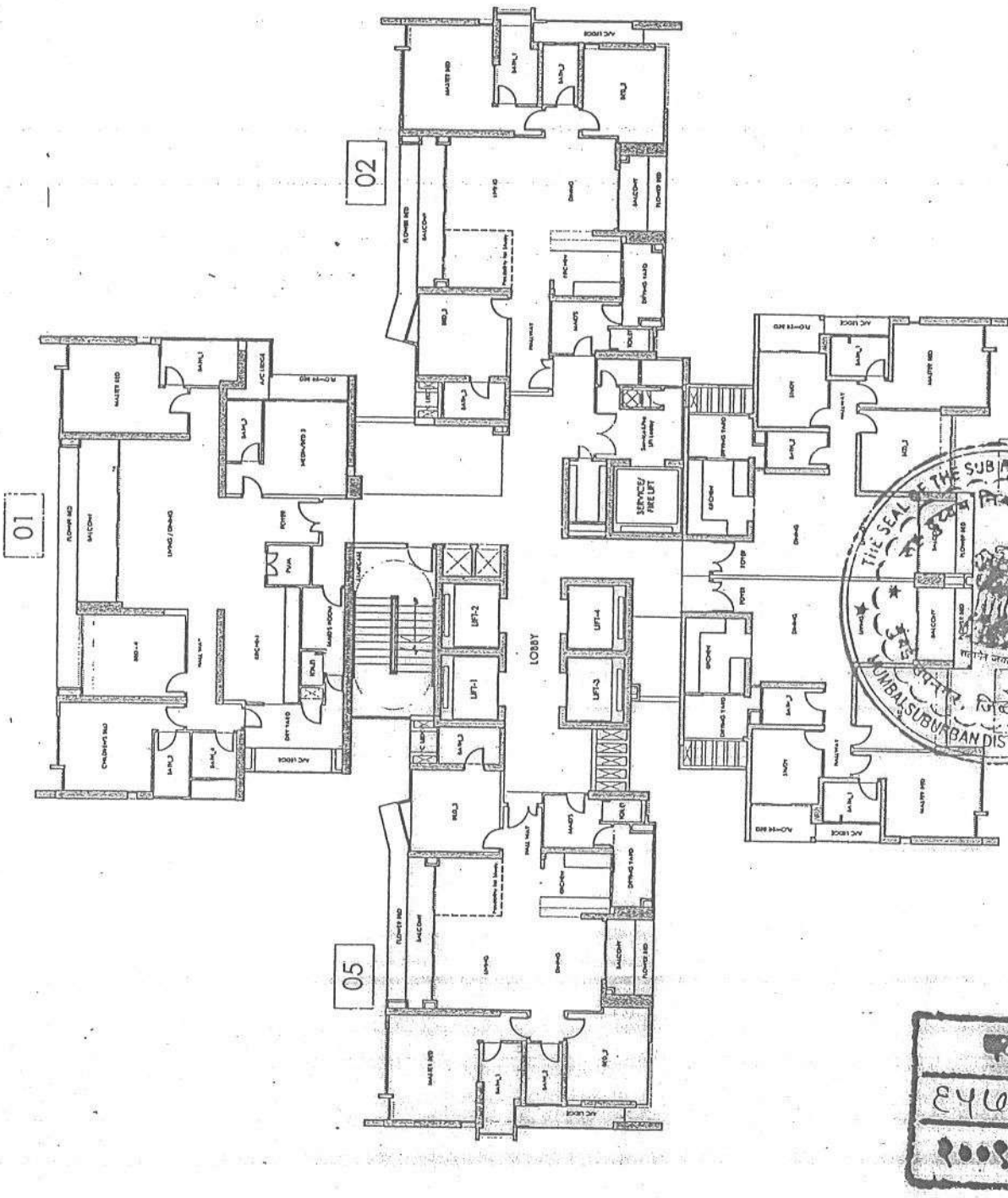


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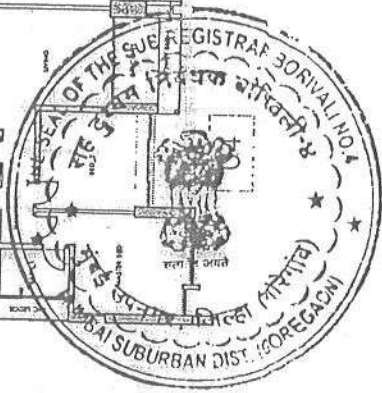
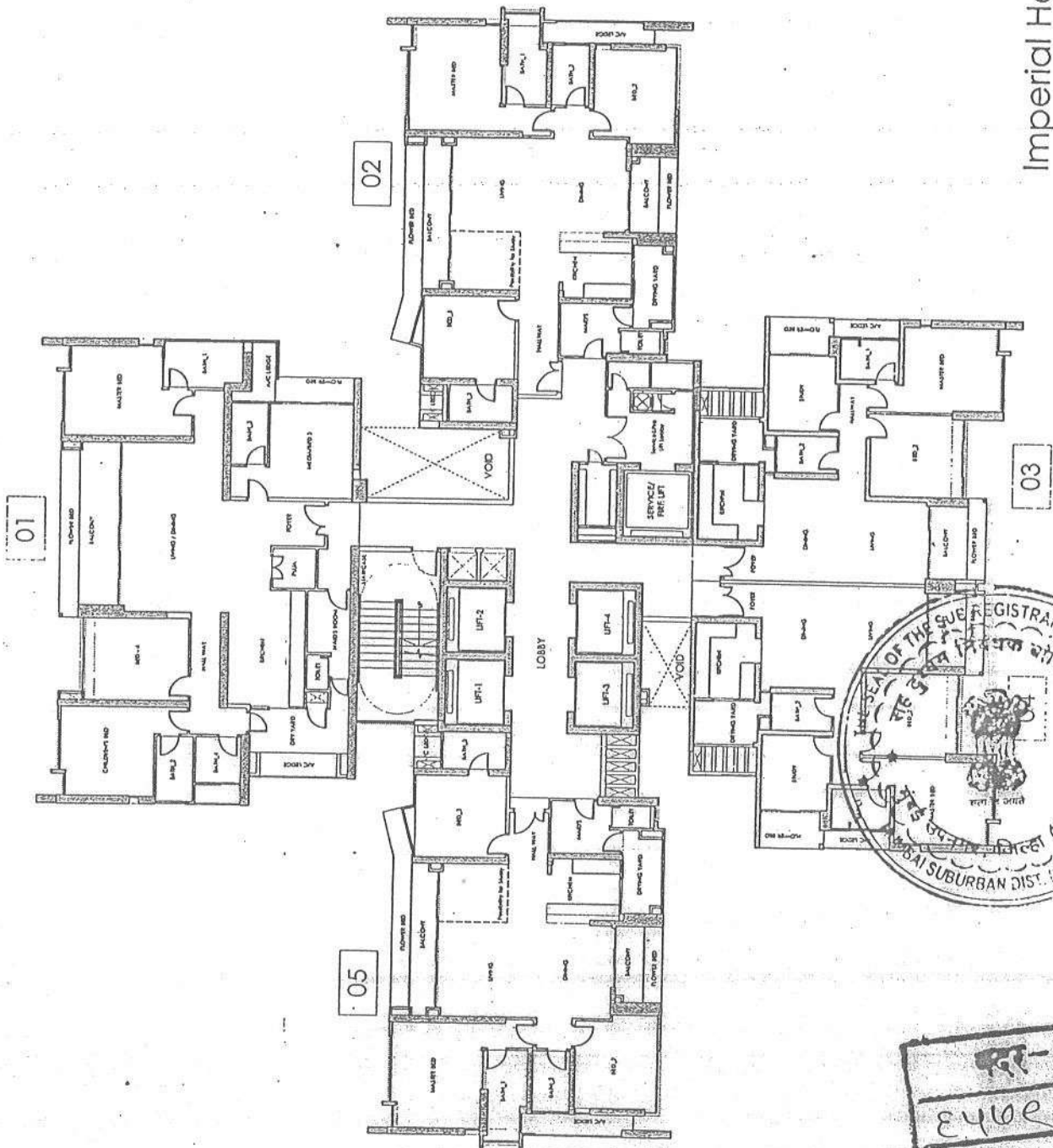
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Imperial Heights
Tower D
Typical Odd Numbered Floor plan



Imperial Heights
Tower D

Typical Even Numbered Floor plan



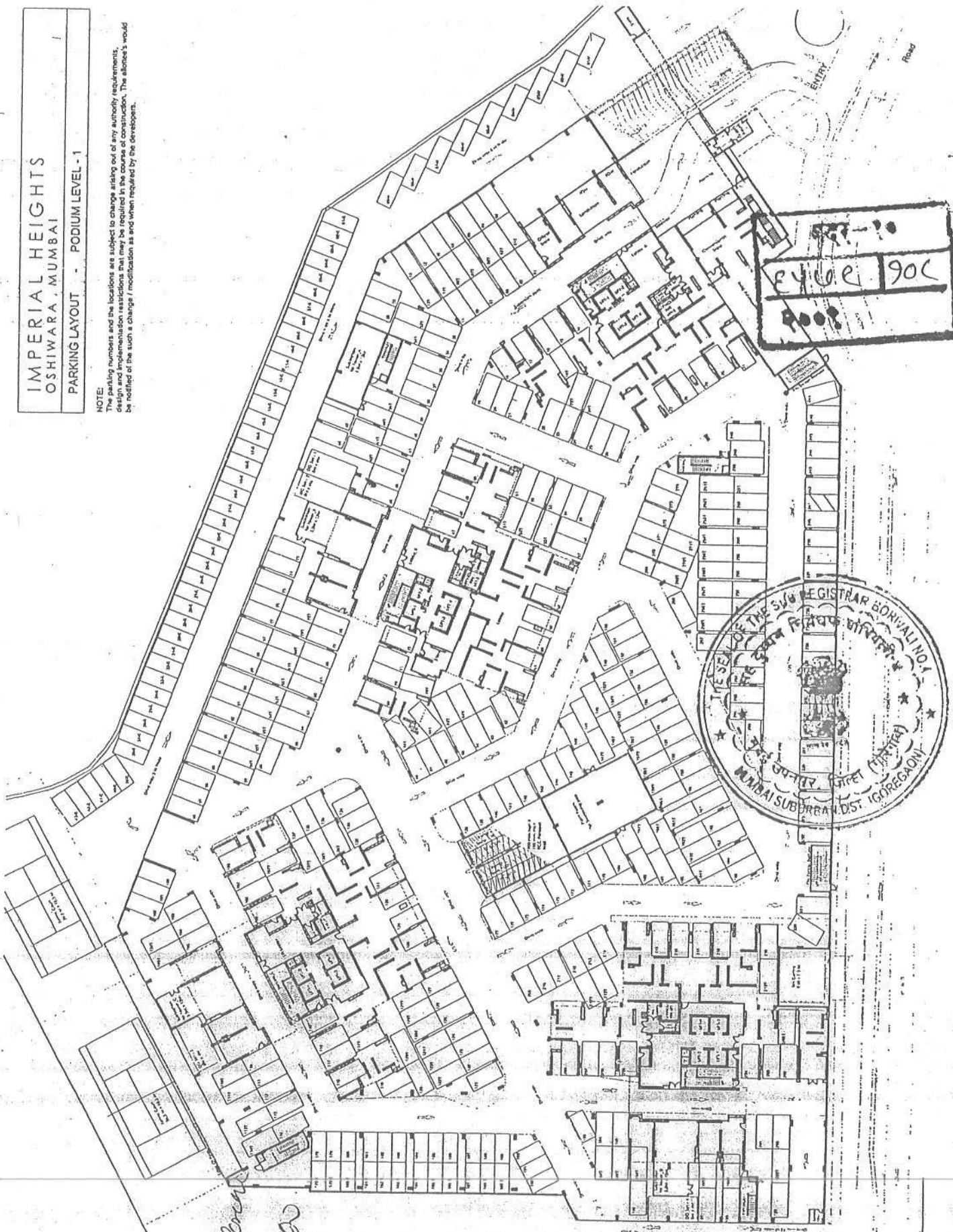
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EYUOR 900
R008

ANNEXURE - F^L/1

IMPERIAL HEIGHTS
OSHIWARA, MUMBAI

PARKING LAYOUT - PODIUM LEVEL - 1

NOTE:
The parking numbers and the locations are subject to change arising out of any authority requirements, clearances or other conditions that may be required in the course of construction. The allottee's would be notified of the such a change/modification as and when required by the developer.



Ravisha Menon
Architect

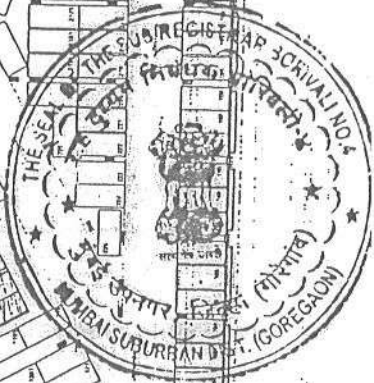
For Vijay Associates (Wadhwa) Constructions Pvt Ltd.

celly

Director
Director

IMPERIAL HEIGHTS
 OSHWARA, MUMBAI
 PARKING LAYOUT - PODIUM LEVEL - 2

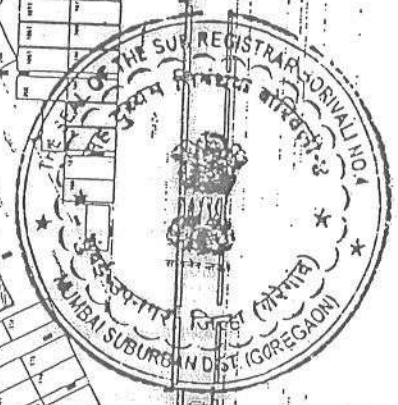
NOTE:
 The parking numbers and the locations are subject to change, siding out of any authority requirements, design and implementation restrictions that may be required in the course of construction. The applicant would be notified of the such a change / modification as and when required by the developer.



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 9009

**IMPERIAL HEIGHTS
OSHIWARA, MUMBAI**
PARKING LAYOUT - PODIUM LEVEL - 3

NOTE:
The parking bays and the locations are subject to change arising out of any authority requirements, design and implementation instructions that may be required in the course of construction. The allottee's would be notified of the such a change / modification as and when required by the developer.



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IMPERIAL HEIGHTS
 OSHIWARA, MUMBAI
 PARKING LAYOUT - PODIUM LEVEL - 4

NOTE:
 The parking numbers and the locations are subject to change arising out of any authority requirements, design and construction restrictions that may be required in the course of construction. The allottee's would be notified of the such a change / modification as and when required by the developers.



२२-१०
 १५७० & ११११
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ANNEXURE "G"

Imperial Heights

Oshiwara, Mumbai

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

1. Foundation :

Cast in place concrete bored piles with pile caps.

2. Superstructure:

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

3. Walls:

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

4. Roof :

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

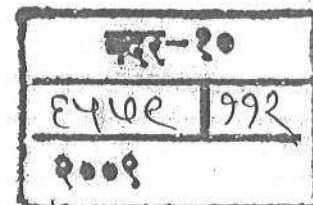
5. Ceiling:

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

6. Finishes:

(a) Wall:

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



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

(b) Wall – Common Areas :

(i) Lift Lobby – Level_P1 (All lobbies), Level_P3 (Tower B), Level_P4 (Tower C) and Level_1 (Tower D) : Polished granite

(ii) Lift Lobby – Level_P2-P4: Homogeneous/ceramic tiles.

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

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

(c) Floor – Apartments:

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

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

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

(IV) Master Bathroom: Natural polished Italian marble.

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

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

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

(VIII) Terrace (for apartments at Level_1): Vitrified / Anti skid tiles.

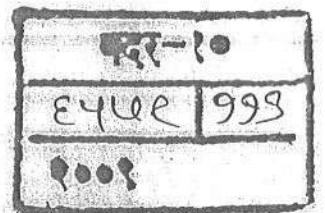
(d) Floor – Common Areas :

(I) Lift Lobby - Level_P1 (All lobbies), Level_P3 (Tower B), Level_P4 (Tower C) and Level_1 (Tower D) : Polished granite

(II) Staircase: Cement and sand screed.

(III) External Floor Finish: Selected paving stone

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



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

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

7. Window System:

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

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

(c) All windows for bathrooms / powder rooms/ W.C. at Level_1 are powder-coated aluminum frames with tinted frosted glass.

8. Doors:

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

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

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

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

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

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

9. Sanitary Fittings & Fixtures

(a) Master bathroom :

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

b. 1 sunken Glass shower screen with shower mixer for unit Type_B2a & B2b and Type_C

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

d. 1 wall hung water closet with concealed flushing cistern

e. 1 Jet Spray for water closet

f. 1 towel rail

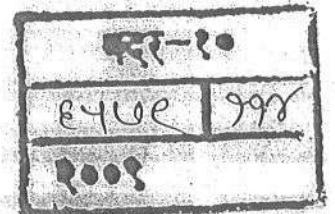
g. 1 toilet roll holder

h. 1 mirror

(b) Other bathrooms :

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

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



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

(c) W.C :

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

- (d) Drying balcony for all apartments & Terraces for Level_1 units:
- a. Bib Tap for washing machine

10. Electrical Installation:

- a. Concealed wiring in apartments. Electrical wiring to be above false ceiling/box ups in applicable areas.
- b. Ample lighting and power points provided. Refer to electrical schedule for details.

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

12. Lightning Protection: In compliance with prevailing NBC standards

13. Painting:

- (a) Internal walls for apartments: Emulsion Paint.
- (b) External walls: Emulsion paint / Spray textured coating.

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

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

16. Recreational Facilities:

Common Clubhouse

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

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



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

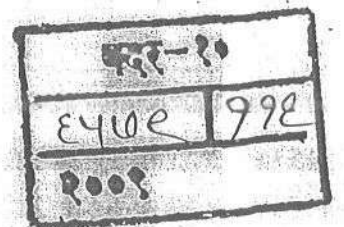
Sky Club (in each tower at Level 35 & 36)

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

17. Additional Items:

- (a) Provision for Air- conditioning : Exposed wall mounted split AC in Dining, all bedrooms
- (b) Electric storage water heater; Hot water provision to all Bathrooms
- (c) Cooking gas: Piped gas supply to Kitchen with supply from appointed vendor (as per availability).
- (d) Video enabled security system for entrance doors to apartments
- (e) Audio Intercom provided to all apartments, penthouses and lift lobbies from and to Guard house.
- (f) Door / window alarm System for Level_1 apartments.
- (g) Cable TV: Provision of cable TV and outlet only for future cablevision services.

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



घर-२/	
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POWER OF ATTORNEY

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

WHEREAS :

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



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 STY. SUPERINTENDENT OF STAMPS,
 BANDRA.



P *J* *K*

बदर-१/
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(b) In the course of my business, I as such Director/Partner and also in my personal capacity, execute several deeds and documents including Agreements and Flat Holder's Agreements which are required to be compulsorily registered under the provisions of the applicable laws.

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



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

बदर-१०
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1. To present for registration and also, as necessary, to admit execution before the Sub-Registrar of Assurances at Mumbai and/or at Bandra and/or at any other places as may be required the deeds and documents which I have or which I may hereafter execute.



2. To identify my signature.

(Handwritten signature)

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: 3 :

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

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

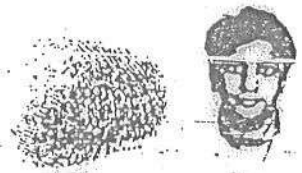
IN WITNESS WHEREOF I have hereunto set my hands at Mumbai on this 19th day of August, 2003.



SIGNED, SEALED & DELIVERED)
 by the withinnamed)
 MR. VIJAY VASUDEV WADHWA)
 in the presence of)

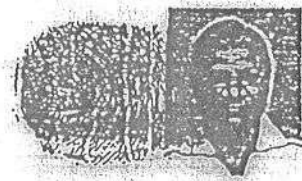
[Handwritten signature]

[Handwritten signature: Gandhi]
 1. (MR. TUSHAR H. GANDHI)



५५७-१०	
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२००३	

[Handwritten signature: Gandhi H. S.]
 2. (MR. HARISH I. GANDHI)



Specimen signatures of
 Constituted Attorneys

(MR. VIJAY V. WADHWA)



303

दुय्यम निबंधक

दस्त गोषवारा भाग-1

दिनांक

दस्त क्र 5772/2003

11/7/000

अणेरी 1 (गांधी)

क्रमांक : 5772/2003

पक्षा प्रकार : मुखत्यारनामा

पक्षाकाराचे नाव व पत्ता

पक्षाकाराचा प्रकार

नाम विजय चारुतेज वासगा
पत्ता: धर/प्लॉट नं: 425 ए
मल्ली/रस्ता: 14वा रस्ता
ईमारतीचे नाव: यासुकमल
ईमारत नं:
पेट/वसाहत:
शहर/गाव: वांडा (प)
तालुका:
पिन: 50

लिहून घेणार

वय 50

सही



अपठनामा वसा



नाम तुषार - गांधी
पत्ता: धर/प्लॉट नं: 302 ए
मल्ली/रस्ता:
ईमारतीचे नाव: राधा
ईमारत नं:
पेट/वसाहत: महावीर नगर
शहर/गाव: कांदीवली (प)
तालुका:
पिन: 67

लिहून घेणार

वय 23

सही

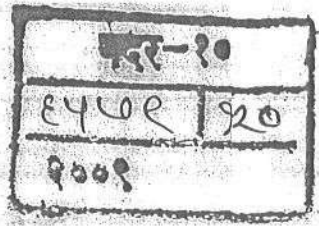
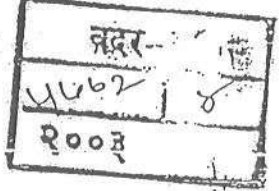


नाम हरीश - गांधी
पत्ता: धर/प्लॉट नं: यरीतप्रमाणे
मल्ली/रस्ता:
ईमारतीचे नाव:
ईमारत नं:
पेट/वसाहत:
शहर/गाव:
तालुका:
पिन:

लिहून घेणार

वय 52

सही



दस्त गोषवारा भाग - 2

बदर 1

दस्त क्रमांक (5772/2003)

दस्त क्र. [बदर 1-5772-2003] वा गोषवारा
नाजार मुख्य : 1 गोबदला 0 भरलेले मुद्रांक शुल्क : 100

दस्त हजर केल्याचा दिनांक : 28/08/2003 05:15 PM
गोषादनाचा दिनांक : 19/08/2003
दस्त हजर करणा-याची सही :

[Handwritten Signature]

दस्तावा प्रकार : 48) मुख्यत्वारनागा
शिवका क्र. 1 ची वेळ : (सादरीकरण) 28/08/2003 05:15 PM
शिवका क्र. 2 ची वेळ : (95) 28/08/2003 05:19 PM
शिवका क्र. 3 ची वेळ : (कपुली) 28/08/2003 05:20 PM
शिवका क्र. 4 ची वेळ : (ओळख) 28/08/2003 05:20 PM

ओळख :
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

- 1) वंभव - थिरानी , घर/प्लॉट नं: 425/ए
गल्ली/रस्ता: -
ईमारतीचे नाव: वासुकमल
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: वांद्रा (प)
तालुका: -
पिन: 50
- 2) चंद्रकांत - शिंदे , घर/प्लॉट नं: वरीलप्रमाणे
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: -
तालुका: -
पिन: -

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[Handwritten Signature]

दु. निबंधकाची सही
अंधेरी 1 (वांटा)



पावती क्र. 5772 दिनांक 28/08/2003
पावतीचे वर्णन
नांव: विजय वारसुदेव वाघ

100 : ओळखी फी
100 : शिवका (अ. 11(1)), पुस्तक-वर्णन (अ. 11(2))
रजवात (अ. 12) व खयाल पत्र (अ. 13)
एकत्रित फी

200: एकूण

पावती क्र. 5772 दिनांक 28/08/2003
पावतीचे वर्णन
नांव: विजय वारसुदेव वाघ

300 : गृहगेट फी
300: एकूण

दु. निबंधकाची सही, अंधेरी



बदर-१/	
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प्रमाणित करणेत येते फी, या
दस्तावजचे एकूण.....रुपये आहेत.

सह मुख्यम निबंधक, अंधेरी-१,
मुंबई उपनगर जिल्हा.

बदर-१/५७७०२/२००३.
पुस्तक क्रमांक १, क्रमांक घर
नोदला.
दिनांक २९/८/०३

सह मुख्यम निबंधक, अंधेरी-१,
मुंबई उपनगर जिल्हा.

बदर-१०	
६५४२	१२९
२००३	

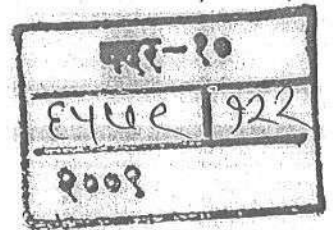
घोषणापत्र

मी श्री. कुधर गांधी याद्वारे घोषित करतो की, दुय्यम निबंधक बेरीवती यांचे कार्यालयात कुठारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री. विजय बाघवा व इ. यांनी दि. १२-०६-०३ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सादर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून कबुलीजबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सादरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः संक्षम आहे. सादरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहिन याची मला जाणीव आहे.

दिनांक :- २८-७-०९

 28/7/09

कुलमुखत्यारपत्रधारकाचे नाव
व सही



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

PARAB SOMNATH SITARAM

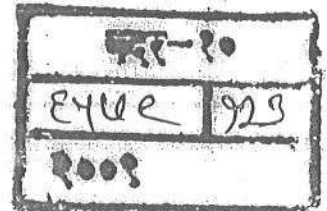
SITARAM BHIKAJI RAO PARAB

07/03/1983

Permanent Account Number

ATDPP2221J

Signature



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

KRISHAN VIJAY BORBETKAR

VIJAY KRISHNA BORBETKAR

12/03/1986

Permanent Account Number

AOVPB2119Q

Signature





28/07/2009

दुय्यम निबंधकः

12:50:53 pm

सह दु.नि.का-बोरीवली 4

दस्त गोषवारा भाग-1

वदर10

दस्त क्र 6579/2009

928

दस्त क्रमांक : 6579/2009

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: रक्षा पी पारेख पत्ता: घर/फ्लॅट नं: 45 गल्ली/रस्ता: न्यु कांतवाडी रोड ईमारतीचे नाव: घरम ज्योत 2 ईमारत नं: - पेट/वसाहत: पेरी क्रॉस रोड शहर/गाव: बांद्रा प मुं तालुका: - पिन: 50	लिहून घेणार वय 48 सही Raksha P. Parikh		
2	नाव: प्रीतम ए पारेख पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: वरीलप्रमाणे ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव: - तालुका: - पिन: - पॅन नम्बर: AFEP7954D	लिहून घेणार वय 48 सही P. Parikh		
3	नाव: विजय असोशिएटन्स (वाघवा) कन्स्ट्रक्शन्स प्रा लि.चे संचालक विजय वाघवा तर्फे मुखत्यार तुषार गांधी - - पत्ता: घर/फ्लॅट नं: 425 ए गल्ली/रस्ता: 14 वा रोड ईमारतीचे नाव: वासु कमल ईमारत नं:	लिहून देणार वय 30 सही V. Vaghwa		





दस्त गोषवारा भाग - 2

वदर10

दस्त क्रमांक (6579/2009)

924

दस्त क्र. [वदर10-6579-2009] चा गोषवारा
बाजार मुल्य : 4040745 मोबदला 12242000 भरलेले मुद्रांक शुल्क : 594700

पावती क्र.: 6590 दिनांक: 28/07/2009
पावतीचे वर्णन
नांव: रक्षा पी पारेख

दस्त हजर केल्याचा दिनांक : 28/07/2009 12:44 PM
निष्पादनाचा दिनांक : 25/07/2009
दस्त हजर करणा-याची सही :

Rousha & Porekh

30000 : नोंदणी फी
2500 : नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

32500: एकूण

दस्ताचा प्रकार : 25) करारनामा
शिक्षा क्र. 1 ची वेळ : (सादरीकरण) 28/07/2009 12:44 PM
शिक्षा क्र. 2 ची वेळ : (फी) 28/07/2009 12:49 PM
शिक्षा क्र. 3 ची वेळ : (फबुली) 28/07/2009 12:50 PM
शिक्षा क्र. 4 ची वेळ : (ओळख) 28/07/2009 12:50 PM

दस्त नोंद केल्याचा दिनांक : 28/07/2009 12:50 PM

दु. निबंधकाची सही, सह दु.नि.का-बोरीवली 4

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तपत्रेवज करून देणा-यात व्यक्तीशः ओळखतात व त्यांची ओळख पटवितात.

1) सोमनाथ - घरब , घर/फ्लॅट नं: 302

गल्ली/रस्ता: -

ईमारतीचे नाव: राधा

ईमारत नं: -

पेठ/वसाहत: महावीर नगर

शहर/गाव: कांदिवली प मुं

तालुका: -

पिन: 67

2) क्रिष्णा- बोरबेटकर , घर/फ्लॅट नं: -

गल्ली/रस्ता: वरीलप्रमाणे

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -



[Signature]
दु. निबंधकाची सही
सह दु.नि.का-बोरीवली 4

स्माहित करणेत येने की, या
दस्ताच्या एकूण 924 पाने आहेत

सह दुय्यम निबंधक बोरीवली-क.
मुंबई उपनगर जिल्हा



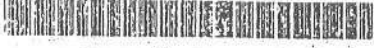
वदर-१०/६५७९/२००९

पुस्तक क्रमांक १, क्रमांक

नों. ला. २८/०७/२००९

दिनांक :

सह दुय्यम निबंधक, बोरीवली क. ४,
मुंबई उपनगर जिल्हा.



दस्तक्रमांक व वर्ष: 6579/2009

Tuesday, July 28, 2009

12:51:01 PM

सूची क्र. दोन INDEX NO. II

नॉदणी: 63

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गावाचे नाव : गोरेगांव

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणा देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 12,242,000.00
बा.भा. रु. 4,040,745.00
- (2) भू-मापन, फोटोहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 1/ पार्ट, 1 ए /1 ए वर्णन: दिभागाचे नाव - गोरेगाव (बोरीवली), उपविभागाचे नाव - 56/256 - भुभाग : उत्तरेस गाव हद्द, पुर्वेस खाडी, दक्षिण व पश्चिमेस गावाची सीमा----- सदनिका क्र 03, टॉवर ए , 24 वा माळा , इम्पेरियल हाईट्स , ऑशिवरा गोरेगांव प मुं 62., व एक पोलियम कार्पार्किंग स्पेस नं 241 चे क्षेत्र 11.15 चौ.मि. सहीत.
(1)बांधीव मिळकतीचे क्षेत्रफळ 114.31 चौ.मी. आहे.
- (3) क्षेत्रफळ
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)-
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) विजया असाशिप्टस् (वाघवा) कन्स्ट्रक्शन्स प्रा.लि.चे संचालक विजय वाघवा तर्फे मुखत्यार कारागिरी - - - घर/प्लॉट नं: 425 गल्ली/रस्ता: 14 वा रोड ; ईमारतीचे नाव: वासु कुमल; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: बांद्रा प मुं ; तालुका: -; पिन: 50; पॅन नम्बर: AACCV3657P
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) रवी पी पारख ; घर/प्लॉट नं: 45; गल्ली/रस्ता: न्यु कांतवाडी रोड ; ईमारतीचे नाव: धरम ज्योत ; ईमारत नं: -; पेठ/वसाहत: श्री क्रॉस रोड ; शहर/गाव: बांद्रा प मुं ; तालुका: -; पिन: 50; पॅन नम्बर: AF11PP7876J
(2) प्रीतम ए पारख ; घर/प्लॉट नं: -; गल्ली/रस्ता: वरोलप्रमाणे ; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AFEPP7954D.
- (7) दिनांक करून दिव्याचा 15/07/2009
- (8) नोंदणीचा 28/07/2009
- (9) अनुक्रमांक, खंड व पृष्ठ 6579/2009
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 591700.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेर



खी प्रत
28/7/09
दुय्यम निबंधक, बोरीवली-4
सह उपनगर विल्या

001/AT

EEB/9430/EP(W.S)/AD

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

11 NOV 2007

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

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

16 JAN 2008

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

- 10) This c.c. is now further extended for wing 'A' & 'B' for lower stilt + 3 nos of upper parking floors + podium + 17th upper floor & for wing 'C' & 'D' upto top of podium slab level within the building line as per approved plan dt 28-8-08.

6 OCT 2008

TRUE COPY
E.E.B.P. (P) word.

FOR

TEEARCH

J/14, 1st Fl,

I. C. Colony, Borivli (W),

Mumbai-400 103.

ANNEXURE- " D "

TA/1460

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

BRIHANMUMBAI MAHANAGARPALIKA

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

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

COMMENCEMENT CERTIFICATE

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

Sir,

With reference to your application No. 3604 dated. 7.6.07 for Development Permission and grant of Commencement Certificate under Sector 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Bldg. No. 18 on C.T.S. No. 1 (pt.)

at premises at Street -
Village Goregaon Plot No. -
situated at Goregaon Link Road Ward P/S

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

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

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

This C.C. is restricted for work up to Foundation for soil testing and sheet pile work only.

For and on behalf of Local Authority
Brihanmumbai Mahanagarपालिका

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

FOR
MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

DATED THIS 25TH DAY OF JULY 2009

VIJAY ASSOCIATES (WADHWA)
CONSTRUCTIONS PRIVATE LIMITED
... the Promoter

AND

MRS. RAKSHA P. PAREKH

MR. PRITAM A. PAREKH

... the Flat Allottee/s

ARTICLES OF AGREEMENT

Flat No. 03 on A/24TH Floor of the
building "IMPERIAL HEIGHTS" situate at Oshiwara,
Goregaon (West), Mumbai 400 062.

LAW POINT
Advocates & Solicitors
43, Bombay Mutual Chambers,
19/21, Ambalal Doshi Marg,
Fort, Mumbai 400 023.

XX
DATED THIS 25TH DAY OF July 2009
XX

VIJAY ASSOCIATES (WADHWA)
CONSTRUCTIONS PRIVATE LIMITED
... the Promoter

AND

MRS. RAKSHA P. PAREKH

MR. PRITAM A. PAREKH

... the Flat Allottee/s

E cab
1.33
28/7/09

XX
ARTICLES OF AGREEMENT
XX

Flat No. 03 on A/24TH Floor of the
building "IMPERIAL HEIGHTS" situate at Oshiwara,
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