

Page no. 1/4



ASHRAY GROUP
No Ceiling on Excellence

because you
deserve
LUXURY but
TRUE LUXURY

Cosmos Bank. DADAR. ©

9892667632

Jaswanti

GOLD

AGREEMENT FOR SALE

Developers :

M/S ASHRAY HOUSING

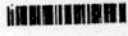
11/12, Nagarwala Colony, Opp. Laxmi Narayan Shopping Centre,
Poddar Road, Malad (E), Mumbai - 400 097, India.

Tel.: 2883 3006 / 2883 4063

Email: sales@ashrayrealtors.com

www.ashrayrealtors.com

Inward No.	22/3/18
Inward No.	15843/11534
Site Engineer	Mahesh
Visit Allowed Date	
Visit Done Date	
Scanning Date	
Outward Date	
Outward No.	
By:	Shobha Melkani



Monday, April 06, 2015
1:08 PM

पावती

Original/Duplicate

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 3099 दिनांक: 06/04/2015

गावाचे नाव: मालाड
दस्तऐवजाचा अनुक्रमांक: बरल-2-2481-2015
दस्तऐवजाचा प्रकार : करारनामा
सादर करणाऱ्याचे नाव: किरित एम शाह

नोंदणी फी रु. 30000.00
दस्त हाताळणी फी रु. 2120.00
पृष्ठांची संख्या: 106

एकूण: रु. 32120.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ व सीडी अंदाजे 1:21 PM ह्या वेळेस मिळेल.
सह दु. नि. का-बोरीवली 2

बाजार मूल्य: रु. 9799500 /-
भरलेले मुद्रांक शुल्क : रु. 812500/-

मोबदला: रु. 16250000/-

सह दुय्यम निर्बंधक बोरीवली - २.

मुंबई उपनगर जिल्हा

- 1) देयकाचा प्रकार: eSBTR/SimpleReceipt रकम: रु. 30000/-
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH006727546201415S दिनांक: 26/03/2015
बँकेचे नाव व पत्ता: IDBI
- 2) देयकाचा प्रकार: By Cash रकम: रु 2120/-



7 April, 2015

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बाराबला 2

दस्त क्रमांक : 2481/2015

नोंदणी 63

Regn. 63m

गावाचे नाव : मालाड

(1) विलेखाचा प्रकार

करारनामा

(2) मोबदला

रु.16,250,000/-

(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पडदेदार हे नमुद करावे)

रु.9,799,500/-

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

316/1 to 88 , 317 & 317/1 to 8, पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: 402, माळा नं: 4 बिल्डिंग नं 3, इमारतीचे नाव: जसवंती गोल्ड, ब्लॉक नं: कांदिवली प मुंबई 400067, रोड नं: सुभाष लेन

(5) क्षेत्रफळ

103.58 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

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

1) नाव:- आश्रय हौसिंग चे भागीदार रश्मीन जी रुघानी तर्फे मुखत्यार विवेक - कदम ;वय: 35; पत्ता :-प्लॉट नं: 102, माळा नं: 1, इमारतीचे नाव: कृष्णा पॅलेस , ब्लॉक नं: कांदिवली पूर्व , रोड नं: आशा नगर , मह मुंबई.
पिन कोड:- 400101
पॅन नंबर: AALFA0468K

(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1)नाव:- किरित एम शाह ; वय:56; पत्ता:-प्लॉट नं: डी/72, माळा नं: -, इमारतीचे नाव: रुस्तमजी रिविर्ण को ऑप हौसिंग सोसा लि , ब्लॉक नं: माला नं: मारवे रोड , ...
पिन कोड:- 400064;
पॅन नं:- ANEPS0058B;2)नाव:- गीता के शाह ; वय:53; पत्ता:-प्लॉट नं: डी/72, माळा नं: -, इमारतीचे नाव: रुस्तमजी रिविर्ण को ऑप हौसिंग सोसा लि , ब्लॉक नं: माला नं: मारवे रोड , ...
पिन कोड:- 400064;
पॅन नं:- ANHPS7928P;

(9) दस्तऐवज करून दिल्याचा दिनांक

06/04/2015

(10) दस्त नोंदणी केल्याचा दिनांक

06/04/2015

(11) अनुक्रमांक,खंड व पृष्ठ

2481/2015

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क

रु.812,500/-

(13) बाजारभावाप्रमाणे नोंदणी शुल्क

रु.30,000/-

(14) शेरा



मुल्यांकनात घेतलेली किंमत:-

मुद्रांक शुल्क अर्जात नोंदणी निवडलेली अनुच्छेद:-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

सह दुय्यम निबंधक बोरीवली - २,
मुंबई उपनगर जिब्ला.

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बैंक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

14032197617209

Bank/Branch: IBKL - 6910711/KANDIVALI [EAST]
Pmt. Txn id : 60112893 Stationery No: 14032197617209
Pmt DtTime : 26-MAR-2015@17:31:33 Print DtTime : 26-Mar-2015@18:46:02
ChallanIdNo: 69103332015032652686 GRAS GRN : MH006727546201415S
District : 7101-MUMBAI Office Name : IGR190-BRL1_JT SUB REGI

StDuty Schm: 0030045501-75/STAMP DUTY
StDuty Amt : R 8,12,500/- (Rs Eight, One Two, Five Zero Zero only)

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

Article : B25-Agreement to sell/Transfer/Assignment
Prop Mvblty: Immovable Consideration: R 1,62,50,000/-
Prop Descr : FLAT NO 402, JASWANTI GOLD, VILLAGE MALAD N, SUBHASH LANE,, KANDIVALI W
EST, MUMBAI, Maharashtra, 400067

Duty Payer: PAN-ANEPS0058B, MR KIRIT M SHAH AND MRS GEETA K SHAH
Other Party: PAN-AALFA0468K, ASHRAY HOUSING

Bank official1 Name & Signature

[Handwritten Signature]



[Handwritten Signature]



Bank official2 Name & Signature

--- Space for customer/office use --- Please write below this line ---



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e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.



Bank/Branch
Pmt Txn id
Pmt DtTime
ChallanIdNo
District

StDuty Sch
StDuty Amt

RgnFee Sch
RgnFee Am

Article
Prop Mvblty
Prop Descr

Duty Power
Other Party

Bank Scrol
Bank Scrol
RBI Credit
Mobile Nur



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२०१५		

Data of ESBTR for GRN MH006727546201415S

Bank - IDBI BANK

Bank/Branch : IBKL - 6910711/KANDIVALI [EAST]
Pmt Txn id : 60112893 Stationary No : 14032197617209
Pmt DtTime : 26/03/2015 17:31:33 Print DtTime : 26/03/2015 18:46:02
ChallanIdNo : 69103332015032652686 GRAS GRN : MH006727546201415S
District : 7101 / MUMBAI Office Name : IGR190 / BRL1_JT SUB REGISTRAR BORIVALI 1

StDuty Schm : 0030045501-75/ Stamp Duty(Bank Portal)
StDuty Amt : Rs 8,12,500.00/- (Rs Eight Lakh Twelve Thousand Five Hundred Rupees Only)

RgnFee Schm : 0030063301-70 / Registration Fee
RgnFee Amt : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)

Article : B25
Prop Mvblty : Immovable Consideration : 1,62,50,000.00/-
Prop Descr : FLAT NO 402JASWANTI GOLDVILLAGE MALAD NSUBHASH LANE , KANDIVALI WESTMUMBAI
: Maharashtra
: 400067
Duty Payer : PAN-ANEPS0058B MR KIRIT M SHAH AND MRS GEETA K SHAH
Other Party : PAN-AALFA0468K ASHRAY HOUSING

Bank Scroll No : 100
Bank Scroll Date : 27/03/2015
RBI Credit Date : 27/03/2015
Mobile Number : 9166999000

Only for verification-not to be printed and used



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Kirit M Shah

structures standing thereon, situated at Village Malad North, Taluka Borivali, Subhash Lane Kandivali, in the Registration District of Mumbai Suburban

AGREEMENT

This Agreement is made at Mumbai this 5th day of April in the year 2015;

Between

ASHRAY HOUSING, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its office at 11/12, Nagarwala Colony, Opp. Laxminarayan Shopping Centre, Poddar Road, Malad East, Mumbai - 400 097, hereinafter referred to as the "Promoter" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partners for the time being of the firm and the heirs, executors, administrators and assigns of the last surviving partner) of the First Part;

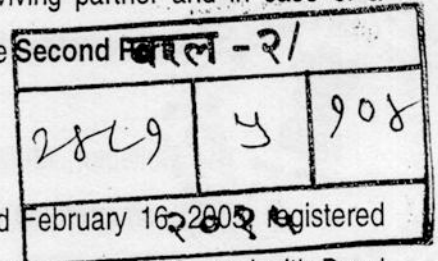


And
Mr. Kirit. M. Shah
Mrs Geeta. K. Shah

Kim. Shah
by Shah

having their address at D/72 Rustomji Riviera C.H.S.Ltd
Farve Road opp. B.B.C. Orlem. Malad
(West) Mumbai 400064

_____ hereinafter referred to as the "Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individuals his heirs, executors administrators, in case of firm, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and in case of a company its successors and permitted assigns) of the



Whereas:-

- A. By and under a Deed of Conveyance dated February 16, 2005 registered under serial No.BDR-12/08839/2006 on December 13, 2006, read with Deed of Declaration cum Confirmation dated December 6, 2006, executed between Mr. Mohamed Ali Usman Momin of the one Part and the Promoter of the other part, the former conveyed and transferred to the latter, plot bearing Survey No.92 (part), CTS No. 316 (part), 316/1 to 35, 42 to 51, 59 to 86 and 317 and 317/1 to 8 admeasuring 3912.55 square meters together with structures standing thereon, situated at Village Malad North, Taluka Borivali, Subhash Lane Kandivali, in the Registration District of Mumbai Suburban

Kirit
by Shah

District (the "Plot No.1") for the consideration and on the terms and conditions mentioned therein;

B. By and under a Deed of Conveyance dated March 2, 2005, registered under serial No.BDR-12/08840/2006 on December 13, 2006, read with Deed of Declaration cum Confirmation dated December 6, 2006, executed between Mr. Tarkeshwar Rajaram Upadhyay of the one Part and the Promoter of the other part, the former conveyed and transferred to the latter, plot bearing CTS No.316/52 to 58 admeasuring 111.20 square meters together with buildings standing thereon situated at Netaji Subhash Road, Kandivali, in the Registration District of Mumbai Suburban District (the "Plot No.2") for the consideration and on the terms and conditions mentioned therein;

C. By and under a Deed of Conveyance dated December 1, 2006, registered under serial No.BDR-12/08846/2006 on December 13, 2006, executed between Mr. Bandhai Yadav S/o. Sukhraj Yadav and 3 others of the one Part and the Promoter of the other part, the former conveyed and transferred to the latter, plot bearing CTS No. 316 (part) 316/36 to 41 admeasuring 160 square meters together with various structures standing thereon, bearing CTS No. 316/42 to 47, situated at Village Malad North, Taluka Borivali, Subhash Lane Kandivali, in the Registration District of Mumbai Suburban District (the "Plot No.3") for the consideration and on the terms and conditions mentioned therein;

Plot No.1, Plot No.2 and Plot No.3 along with the structures standing thereon are hereinafter collectively referred to as the "Original Property"..

The Collector, Mumbai Suburban District by its Order dated 13th October, 2010 corrected the area of the Original Property and the area was increased by 597.50 sq. metres. Consequently the Original Property now admeasures 4769 square metres as per the property register cards and is more particularly described in the **First Schedule** hereunder written.



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A portion admeasuring 4172.5 sq. meters out of the Original Property is declared as slum under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 (hereinafter referred to as the "SRA Act");

G. The Promoter is seized and possessed of the Original Property;

By an order dated July 7, 2011, District Collector, MSD has sanctioned amalgamation of CTS Nos.316, 316/1 to 86, 317, 317/1 to 8 and consequential sub-division under which the Original Property has been sub-divided into Plot A bearing CTS No. 316/A admeasuring 4696.52 square meters and Plot B bearing CTS No. 316/B ("set back land") admeasuring 72.48 square meters. The plot bearing CTS No.316/A, hereinafter referred to as the "Larger Property" is more particularly described in the Second Schedule hereunder written. The Promoter has handed over the set back land to the Municipal Corporation.

H. The Slum Rehabilitation Authority ("SRA") established under the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971 ("Slum Act") has by and under its Letter of Intent ("LOI") bearing serial no.SRA/ENG/1053/RS/PL/LOI dated May 6, 2009, revised by LOI bearing serial no.SRA/ENG/1053/RS/PL/LOI May 4, 2010 further revised on October 31, 2011 and further revised on September 24, 2013 addressed, *inter alia*, to the Promoter, granted its approval for the development of the Larger Property in relation to Jaswanti Residency SRA Sahakari Grihnirman Society Limited (Proposed) in accordance with Regulation 33(10) and 33 (14) (D) of the Development Control Regulations, Mumbai, 1991 ("DCR") ("the Scheme"). A copy of the LOI dated September 24, 2013, is annexed hereto and marked as Annexure "1". At present there is nalla set back of about 32.49 square meters ;

I. The LOI stipulates construction of rehabilitation component ("Rehab Component") and free sale component ("Sale Component") therein. The LOI may be amended and the Rehab Component and the Sale Component may be revised accordingly

J. The Promoter is constructing 2 rehab buildings on the Larger Property. The Promoter has already received Occupation Certificate from SRA for rehab building no. 2 and part Occupation certificate for rehab building no. 1. The Promoter is constructing a sale building on the Larger Property consisting of Parking pits, ground plus not more than 22 floors ("Building"). The Building shall consist only of the Sale Component.

K. The portion of the Larger Property on which the Building is being constructed admeasures 2024 square meters ("Plot") shown in red colour boundary line on



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the plan annexed hereto and marked as "Annexure 2" more particularly described in the Third Schedule hereunder written

L. The Plot together with the Building to be constructed thereon is hereinafter collectively referred to as the "Property";

M. On 11th October 2012 a Deed of Mortgage was executed between the Promoter of the one part and Dewan Housing Finance Corporation Ltd. ("DHFL") of the other part and registered with the Sub-Registrar of Assurances under Serial No. BDR-6-8398-2012 dated 11th October 2012, whereby the Promoter *inter alia* mortgaged (i) the Plot and proposed construction thereon admeasuring 71,975 square feet. in the project known as "Jaswanti Gold (ii) all the receivables from the project Jaswanti Gold in favour of DHFL as a security for repayment of project loan availed by the Promoter from DHFL. The Promoter has repaid the mortgage debt under the Deed of Mortgage dated October 11, 2012.

M1. On 23rd November 2012 another Deed of Mortgage was executed between the Promoter of the one part and Dewan Housing Finance Corporation Ltd. ("DHFL") of the other part and registered with the Sub-Registrar of Assurances under Serial No. BDR-3-9281-2012 dated 23rd November 2012, whereby the Promoter *inter alia* mortgaged (i) the Plot and proposed construction thereon admeasuring 71,975 square feet. in the project known as "Jaswanti Gold (ii) all the receivables from the project Jaswanti Gold in favour of DHFL as a security for repayment of project loan availed by the Promoter from DHFL.

On 16th March 2013 another Deed of Mortgage was executed between the Promoter of the one part and Dewan Housing Finance Corporation Ltd. ("DHFL") of the other part and registered with the Sub-Registrar of Assurances under Serial No. BDR-3-1741-2013 dated 20th March 2013, whereby the Promoter *inter alia* mortgaged (i) the Plot and proposed construction thereon admeasuring 71,975 square feet. in the project known as "Jaswanti Gold (ii) all the receivables from the project Jaswanti Gold in favour of DHFL as a security for repayment of project loan availed by the Promoter from DHFL.

M3. On 26th August 2014 another Deed of Mortgage was executed between the Promoter of the one part and Dewan Housing Finance Corporation Ltd. ("DHFL") of the other part and registered with the Sub-Registrar of



बरल - २१	
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Assurances under Serial No. BDR-3-4766-2014 dated 26th August 2014, whereby the Promoter *inter alia* mortgaged (i) the Plot and proposed construction thereon admeasuring 51,827.72 square feet. in the project known as "Jaswanti Gold (ii) all the receivables from the project Jaswanti Gold in favour of DHFL as a security for repayment of project loan availed by the Promoter from DHFL.

N. One Mr. Rajnath Rainsevak Yadav has filed the following proceedings :
(i) An Appeal being Appeal No. 7 of 2014 before the Superintendent of Land Records, Bandra for cancellation of the Mutation Entry Nos. 289 of 2012 and 290 of 2012 and the said Appeal is pending.

(ii) A suit in the Bombay City Civil court at Dindoshi bearing S.C. Suit No. 2805 of 2014. against Bandhaí Yadav and others *inter alia* praying for reliefs as stated therein. The Promoter confirms that no relief has been granted so far in relation to the suit to the Plaintiff.

O. The Promoter has appointed Mr. Vishwas Satodia as architect and Mr. Vatsal Gokani as RCC consultants for the preparation of the structural designs and drawings of the Buildings and the Promoter accepts the supervision of the architect and the structural engineers till the completion of the Building;

P. The Promoter has got the plans, specifications, elevations, sections and other details of the Building duly approved and sanctioned from the SRA and has obtained IOA bearing No. SRA/ENG/2378/RS/PL/AP dated 7th March 2011 and Commencement Certificate bearing No. No. SRA/ENG/2378/RS/PL/AP dated 11th July 2012.

Q. While sanctioning the plans the SRA has laid down certain terms, conditions and restrictions which are to be observed and performed by the Promoter while developing the Plot and upon due observance and performance of which only the Occupation and Completion Certificate/s in respect of Building shall be granted by SRA;

R. The Purchaser demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents relating to the Plot, the approved plans and specifications of the Building, IOA CC and such other documents which are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and



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Transfer) Act, 1963, (the "Act") and the rules made there under and the Purchaser is fully satisfied with the title of the Promoter in respect of the Plot and the Promoter's right to construct and allot various premises in the Building;

S. The copy of the Title Certificate dated November 3, 2014 issued by IC Legal, copy of the P. R. Card, copy of IOA and Commencement Certificate and copy of plan in respect of the premises agreed to be purchased by the Purchaser have been annexed hereto and marked as Annexures "3", "4", "5", 5A and "6" respectively;

T. The Purchaser applied to the Promoter for allotment to the Purchaser of Flat No. 402 on 04TH floor in the Building No. 3 known as "Jaswanti Gold" on the Plot (the "Premises")

The Promoter has agreed to sell and allot to the Purchaser the Premises on ownership basis and the Purchaser agrees to purchase the same for the total consideration of Rs. 162 50 000/=/- (Rupees One Crore Sixty Two Lac's fifty Thousand only only) and on the terms and conditions as hereinafter appearing;

Under Section 4 of the Act, the Promoter is required to execute a written agreement for sale of the Premises in favour of the Purchaser, being in fact these presents and also to get the same registered under the Registration Act, 1908;

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

1. PLANS:-

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1.1 2869	The Promoter shall construct the Building consisting of parking pits, ground and upto 22 upper floors on the Plot in accordance with the plans, designs, specifications approved by the SRA and which have been seen and inspected by the Purchaser with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.
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1.2 Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of such variations or modifications which may adversely

affect the area of the Premises of the Purchaser which consent shall not be unreasonably withheld.

1.3 The Promoter has specifically informed the Purchaser and the Purchaser is aware that as per the plans approved as on date, the Building is to consist of the following:

- Ground floor consisting of entrance lobby, parking pit and parking upto second floor;
- Parking on 2nd floor (Mini rotary and Parking tower)
- Society office, fitness centre, MTNL room and part parking (parking tower) on the 3rd floor;
- Habitable floors from 4th floor to 21st floors (including refuge floor/area on 8th, 13th and 18th floor)
- Parking tower from parking pit, part ground upto part of seventh floor;
- Servants toilets
- Common passage on the 1st floor

1.4 The Promoter is contemplating to amend the plans so as to have either of the options below according to which the Building shall either have:

OPTION 1 :

- Ground floor consisting of entrance lobby, parking pit plus parking on ground and 1st floor ;
- Habitable floors from 2nd floor to 20th floors (including refuge floor/area on 8th, 13th and 18th floor)
- Parking tower from parking pit, part ground upto part of seventh floor,

OR

OPTION 2 :

- ground floor consisting of entrance lobby, parking pit, plus parking on ground and 1st floor ;
- Society office, fitness centre, MTNL room and part parking (parking tower) on the 2nd floor;
- Habitable floors from 3rd floor to 22nd floors (including refuge floor/area on 8th, 13th and 18th floor)
- Parking tower from part of ground upto part of seventh floor
- Servants toilets



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2. **AGREEMENT:-**

2.1 The Purchaser agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser Flat bearing no. 402 of carpet area admeasuring 928.82 square feet equivalent to 86.29 square meters on 04th floor as shown in the floor plan thereof hereto annexed and marked **Annexure "6"** (hereinafter referred to as the "**Premises**") in the Building No. 3 known as "Jaswanti Gold" for the price of Rs. 16250000/-. (Rupees One Crore Sixty Two Lacs Fifty Thousand only only) including proportionate price of NIL towards the common areas and facilities appurtenant to the Premises as per Option 1 above, the nature, extent and description of common areas and facilities which are more particularly described in the **Third Schedule** hereunder written.

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The Promoter confirms that in the event the plans are approved under Option 2, there will be no increase in the price of the Premises..

2.2 The Purchaser agrees and accepts that if the carpet area of the Premises is reduced due to Structural columns and structural members and/or on account of design and construction variances, the Purchaser shall not complain or raise any grievance on account of the said reduction. The Purchaser shall be bound to accept such reduced area and shall not complain or demand compensation for such reduced area.



The Purchaser confirms that the Purchaser has seen the draft plans for Option 1 and Option 2 and hereby gives his/their irrevocable and unconditional consent and concurrence to both the options.

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The Purchaser has paid to the Promoter a sum of Rs. 100000/- (one lac only) on or before the execution of this Agreement and agrees to pay the balance sum of Rs. 16150000/- in the following manner:-

- (i) Rs. 16150000/- within _____ days of agreement;
- (ii) 2.5 % i.e. Rs. _____/- on Completion of Finishing;
- (iii) 5 % i.e. Rs. _____/- on Possession;

100% Total: 16250000/-
(Rs. One Crore Sixty Two Lacs Fifty Thousand only)

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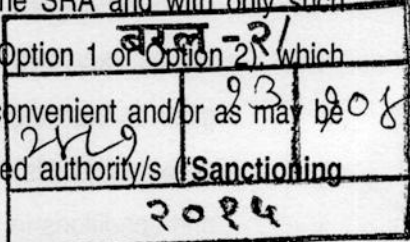
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- 3.2 All taxes, charges including but not limited to service tax, VAT or any other impositions or levies (i) on account of this transaction or (ii) pro-rata on account of the entire development project or (iii) on the consideration and other amounts payable by the Purchaser to the Promoter or (iv) otherwise shall be to the account of the Purchaser alone and the Promoter shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions etc. shall be payable by the Purchaser over and above the consideration of the said Premises and the Promoter's decision as regards the quantum of the same shall be final and binding to the Purchaser;
- 3.3 The aforesaid payments shall be made by the Purchaser within 7 days of notice in writing by the Promoter to be given as herein mentioned
- 3.4 The Purchaser agrees to deduct tax at applicable rate of the consideration as per the Income Tax Act, 1961 and pay the same to the requisite authorities and further the Purchaser agrees and undertakes to furnish to the Developer a TDS Certificate in this regard within 15 days from the date of deduction of tax. In the event the Purchaser fails to deduct tax or deposit the same with the requisite authorities, the Purchaser shall be solely liable and responsible in respect thereof, with no liability to the Developer;
- 3.5 The Purchaser agrees and confirms that in the event of delay / default in making payment of the service tax or any such tax demanded, then without prejudice to any other rights or remedies available with the Developer under this Agreement, the Developer shall be entitled to adjust the unpaid service tax or any such tax along with interest payable thereon from the due date till the date of adjustment against any subsequent amounts received from the Purchaser
- 3.6 Without prejudice to the Promoter's other rights under this Agreement and/or in law, the Purchaser agrees to pay to the Promoter an interest at the rate of 18% per annum on all the amounts which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Promoter until the date such outstanding amount is received by the Promoter.



4: **OBLIGATIONS OF PROMOTER:-**

4.1 The Promoter shall construct the Building in accordance with the plans, designs, specifications that are approved by the SRA and with only such variations and modifications, (including as per Option 1 or Option 2) which the Promoter may consider necessary and/or convenient and/or as may be required by the SRA and/or any other concerned authority/s



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Authorities") to be made by them. The Promoter shall be entitled to make such changes in the building plans as may be required by the Sanctioning Authorities and as the Promoter may from time to time determine and as may be approved by the Sanctioning Authorities and the Purchaser hereby agrees to the same. This shall operate as an irrevocable consent of the Purchaser to the Promoter carrying out construction as per the proposed plans and such changes in the building plans as may be necessary for the effective fulfillment of the same;

4.2 The Promoter agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the Sanctioning Authorities at the time of sanctioning of the plans or thereafter and shall before handing over possession of the Premises to the Purchaser, obtain from the concerned authority the occupation certificate in respect of the Premises;

4.3 The Promoter hereby agrees that it shall, before handing over possession of the Premises to the Purchaser, make full and true disclosure of the nature of its title to the Property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the Plot, and shall as far as practicable, ensure that the Property is free from all encumbrances and that

Promoter has absolute, clear and marketable title to the Plot so as to enable the Promoter to transfer to the Organisation (as defined later) such absolute, clear and marketable title.



DEFAULT BY THE PURCHASER AND THE CONSEQUENCES:-

On the Purchaser committing default in payment on due date (time being the essence of contract) of any amount due and payable by the Purchaser to the Promoter under this Agreement (including the Purchaser's proportionate share of taxes levied by the SRA and other outgoings) and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at its own option to terminate this Agreement;

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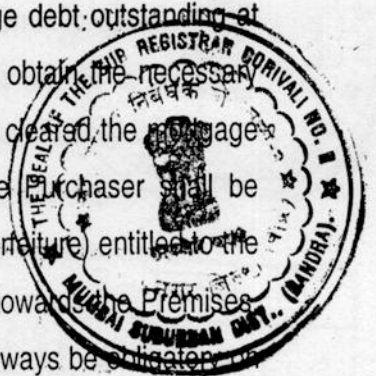
5.2 Provided always that the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Purchaser 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement

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and default shall have been made by the Purchaser in remedying such breach or breaches within 15 (fifteen) days after giving of such notice;

5.3 Provided further that upon termination of this Agreement as aforesaid, 10 % of the amount paid till then by the Purchaser will stand *ipso facto* forfeited without any reference or recourse to the Purchaser and the Promoter shall refund to the Purchaser the remaining amount of sale price of the Premises which may till then have been paid by the Purchaser to the Promoter but the Promoter shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this Agreement and offer of refund of the aforesaid amount (after taking into account the forfeited amount) by the Promoter, (whether acceptable and realized by the Purchaser or not) the Promoter shall be at liberty to dispose of and sell the Premises to such person and at such price as the Promoter may in its absolute discretion think fit and proper. On termination of this Agreement, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the Premises.

5.4 If the Purchaser in order to augment the resources in his hand for the purpose of payment of consideration amount to the Promoter under this Agreement, seeks a loan from financial institutions or banks or any other lender (the "Lender") against the security of the Premises, subject to the consent and approval of the Promoter in writing, then in the event of (a) the Purchaser committing a default of the payment of the installments of the consideration amount and (b) the Promoter exercising its right to terminate this Agreement, the Purchaser shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser shall obtain the necessary letter from such Lender stating that the Purchaser has cleared the mortgage debt. On receipt of such letter from the Lender, the Purchaser shall be (subject to what is stated in Clause 5.3 regarding the forfeiture) entitled to the refund of the amount so paid by him to the Promoter towards the Premises. Notwithstanding all that is stated hereinabove it shall always be obligatory on the part of the Purchaser to pay the installments of the consideration amount as and when due under the terms of this Agreement irrespective of the fact that the Purchaser has applied for the loan to the Lender and further irrespective of the fact that the said loan are under process and sanction is awaited and/or is rejected.



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6. **FIXTURE/FITTINGS:-**

6.1 The fixtures, fittings and amenities to be provided by the Promoter in the Building and the Premises are those that are set out in Annexure "7" annexed hereto.

7. **RIGHTS OF PROMOTER:-**

7.1 It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the Premises agreed to be sold by the Promoter to the Purchaser and all other premises shall be the sole property of the Promoter and the Promoter shall be entitled to develop the Plot/the Larger Property without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever;

7.2 The Promoter shall be at liberty and be entitled to amend the lay-out of the Larger Property, the Plot, the building plans, other approvals for, including but not limited to:-

- (i) acquisition of additional plots of land from any person or persons and inclusion of such plots of land in the lay out plan of the Plot; and
- (ii) amalgamation of the Plot with any adjoining plots of land.

7.3 The Purchaser and/or the Organisation shall not have any objection to the aforesaid and the Purchaser does hereby grant his irrevocable consent to the Promoter to carry out the necessary acts, deeds, matters and things;

The Purchaser hereby grants his irrevocable authority, permission and consent to the Promoter that the Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose of any part or portion of the Building and/or the Plot including the terraces, open spaces, garden area and to permit the same to be utilised for any purpose. The Promoter shall have the absolute right to deal with and dispose

off any of the areas in the Plot and/or the Building or appurtenant thereto including for any purpose and shall be entitled to obtain change of user thereof at the discretion of the Promoter;

It is hereby expressly agreed that the Promoter shall always be entitled to sell the flats in the Building for the purpose of using the same for any user as may

be permitted by the Sanctioning Authorities and the purchasers thereof shall be entitled to use such premises purchased by them accordingly and similarly the Purchaser shall not object to the use of such flats for the aforesaid purposes by the respective purchaser thereof;

7.6 Hereafter, if any further FSI is permitted to be utilized on the Plot/the Larger Property, the same shall inure for the benefit of the Promoter alone. If the



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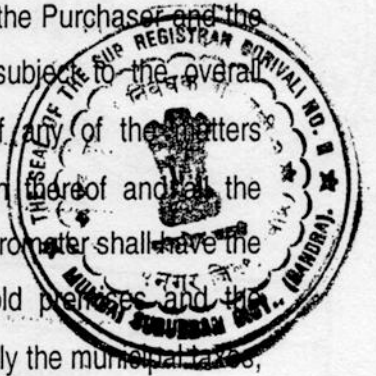
FSI in the locality is increased in respect of the Larger Property and/or Plot and/or additional construction is possible on the Plot/the Larger Property on account of Transfer of Development Rights available for being utilised or otherwise and/or if the Sanctioning Authorities permit the construction of additional floors, then in such event, the Promoter alone shall be entitled to construct Building by adding floors vertically or otherwise as per the revised building plans. The Purchaser expressly consents to the same as long as the total area of the Premises is not reduced. This consent shall be considered to be the Purchaser consent contemplated by Section 7 (1) (ii) of the Act;

7.7 The Purchaser agrees and gives his irrevocable consent to the Promoter for carrying out the amendments, alterations, modifications and/or variations to the total scheme of development in respect of the Larger Property/Plot and /or to the further building plans (whether envisaged at present or not). The Purchaser hereby irrevocably agrees not to obstruct and/or raise any objections whatsoever and/or interfere with the Promoter for carrying out amendments, alterations, modifications and/or variations as aforesaid;

7.8 The Promoter shall always have the right and be entitled to purchase and acquire further Transfer of Development Rights from the market and consume the same on the Plot and construct additional floors, make alterations and deal with the same in the manner the Promoter deems fit and proper and the Purchaser hereby irrevocably consents to the rights of the Promoter mentioned above as well as the rights of the Promoter to revise and modify the building plans from time to time;

7.9 In the event of the Organisation being formed and registered before the sale and disposal by the Promoter of all the premises in the Building, the power and authority of the Organisation so formed or that of the Purchaser and the purchasers of other premises in Building shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning Building, the construction and completion thereof and all the amenities pertaining to the same and in particular the Promoter shall have the absolute authority and control as regards the unsold premises and the disposal thereof. The Promoter shall be liable to pay only the municipal taxes, at actual, in respect of the unsold premises in Building. The Promoter shall join in as a member in respect of such unsold premises in Building and as and when such premises are sold, the Organisation shall admit such purchaser as the member/s without charging any premium or extra payment;

7.10 Till the entire scheme of development is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the



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unallotted areas, open spaces, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the Plot and the Purchaser shall have no right or interest in the enjoyment and control of the Promoter in this regard;

7.11 The Promoter shall be entitled to all the benefit of FSI or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Promoter deem fit and the Promoter shall be entitled to grant, offer, upon or in respect of any portion of the Plot all such rights, benefits, privileges, easements etc. including right to draw from or connect to all drains, sewers, water, electricity, telephone connections and/or installations and/or other services in the Plot right to use and enjoy all the amenities and facilities provided and/or agreed to be provided in the Property for the more beneficial and optimum use and enjoyment of other areas forming part of the Plot in such manner as may be desired by the Promoter and the Purchaser expressly and irrevocably consents to the same;

7.12 Provided it does not in any way affect the right of the Purchaser in respect of the Premises, the Promoter shall be at liberty to sell, assign, transfer, mortgage or otherwise deal with its right, title and interest in the Plot and/or the Building under construction thereon;

7.13 The Promoter shall be entitled to make variations in the lay-out, amenities and specifications, re-locations, water, power, sewage, telephone and other service and utility connection, facilities and underground water tanks, pumps and their dimension as the Promoter deems fit;

The Promoter shall be entitled to make such changes in the building plans as the Promoter may from time to time determine and as may be approved by the Sanctioning Authorities and the Purchaser hereby agrees to the same. This shall operate as an irrevocable consent of the Purchaser to the Promoter carrying out such changes in the building plans;

7.15 Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled (but not obliged) to nominate or appoint any person ("Project Management Agency") to manage the operation and maintenance of the Building, premises and the infrastructure, common amenities and facilities of the Plot, for a period of at least three (3) years after the Plot is developed and if the Organisation approves, for any subsequent periods. The Promoter shall have the authority and discretion to negotiate with such Project Management Agency and to enter unto and execute a formal Agreement/s for maintenance and management of infrastructure with it/them. The Promoter may enter into other related agreements with any other company or organisation as may be necessary for effective, full and efficient management of the infrastructure,



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7.16 In such event, the Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the Project Management Agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the Building, the common areas and facilities more particularly set out in the Third Schedule hereunder written.

8. **POSSESSION:-**

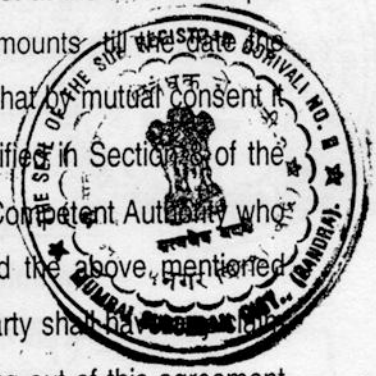
8.1 The possession of the Premises shall be delivered to the Purchaser after the Premises is ready for use and occupation provided all the amounts due and payable by the Purchaser under this Agreement and the stamp duty and registration charges in respect of the Premises are duly paid by the Purchaser. The Promoter expects to give possession of the Premises to the Purchaser on or before 30TH JUNE 2015
If the Promoter fails or neglects to give possession of the Premises to the Purchaser on the above referred date or within any further date or dates as may be mutually agreed between the parties hereto, then in such case the Purchaser shall be entitled to give notice to the Promoter terminating this agreement, in which event the Promoter shall within three weeks from the receipt of such notice, refund to the Purchaser the amount of deposit or earnest money and the further amounts, if any, that may have been received by the Promoter from the Purchaser as installments in part payment in respect of the Premises along with the simple interest at the rate of 9% per annum from the date the Promoter received such amounts till the date the amounts and the interest thereon is repaid provided that by mutual consent it is agreed that dispute whether the stipulations specified in Sections of the Act have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. The Promoter shall refund the above mentioned amount in respect of such termination and neither party shall have any claim against the other in respect of the Premises or arising out of this agreement and the Promoter shall be at liberty to dispose off the Premises to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit;

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Premises on the aforesaid date, if the completion of Building is delayed on account of:-

- (i) force majeure;

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- (ii) non-availability of steel, cement, sand ,other building material, water or electric supply;
- (iii) war, civil commotion or act of God;
- (iv) any notice, order, rule, notification of the Government or other public, judicial or competent authority;
- (v) any delay in obtaining approvals from the concerned authorities ;
- (vi) other reasonable cause;

8.3 The Purchaser agrees that the return of the payment and the damages mentioned in Clause 8.2 above constitutes the Purchaser's sole remedy in such circumstances and the Purchaser foregoes any and all his rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever;

8.4 The Purchaser shall take possession of the Premises within 7 (seven) days of the Promoter giving written notice to Purchaser intimating that the Premises is ready for use and occupation;

Provided that if within a period of three years from the date of handing over the Premises to the Purchaser, the Purchaser brings to the notice of the Promoter any defect in the Premises or the Building in which the Premises is situated or the material used therein or any unauthorized change in the construction of Building then wherever possible such defects or unauthorized changes shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser shall be entitled to receive from the Promoter reasonable compensation for such defect or change.



ORGANISATION:-

9.1 "Organisation" means the society that may be formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1961 in respect of the Plot and the Building in accordance with the provisions of this Agreement;

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9.2 The Purchaser and the purchasers of the other premises shall join in the formation and registration of the Organisation and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, memorandum, letters, documents and other papers and writings for the purpose of formation and registration of the Organisation including bye-laws of the Organisation and

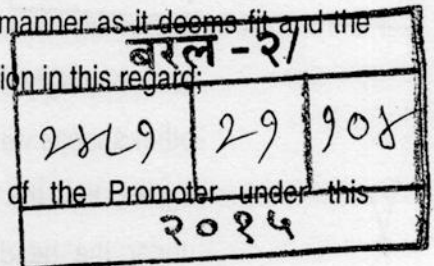
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duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the Organisation under Section 10 of the Act within the time limit prescribed under Rule 8 of the said Act. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft by-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority;

9.3 Further, the Purchaser and the purchasers of the other premises shall enter into/sign/execute such documents/writings, as may be required, containing covenant/s for payment of the expenses relating to the common areas and facilities which are situated on the Plot;

9.4 Documents in favour of the Organisation shall *inter alia* contain the following:-

- (i) the right of the Promoter to sell or otherwise to transfer the additional construction by use of any future FSI or TDR and to appropriate for the Promoter the entire sale proceeds thereof and the obligation of the Organisation to admit such purchaser of the premises comprised in the new construction as its member without charging any additional amount;
- (ii) the right of the Promoter of full and complete access on the Plot for the aforesaid purpose;
- (iii) The obligation of the Organisation to pay the share of taxes in respect of all taxes assessment, dues, cesses and outgoings, in respect of Building and/or the Plot and/or any portion thereof;
- (iv) Declaration and undertaking by the Organisation that the Organisation shall not be entitled to the existing and future (whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever and the same shall always stand vested in the Promoter and the Promoter shall always be entitled to utilize and exploit the same on the Plot in such manner as it deems fit and the Organisation shall not have any objection in this regard;
- (v) the confirmation of all the rights of the Promoter under this Agreement;



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(vi) the confirmation and acceptance of all the obligations of the Purchaser under this Agreement;

(vii) The obligation of the Organisation to pay the share of taxes in respect of all taxes assessment, dues, cesses and outgoings, in respect of Building and/or the Plot;

9.5 The Purchaser shall observe and perform all the rules and regulations and bye-laws of the Organisation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of Building and the premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser shall also observe and perform all the terms and stipulations laid down by the Organisation regarding occupation and use of the Premises and shall pay outgoings in accordance with the terms of this Agreement;

9.6 It is clarified that the Organisation shall not deal with any matters relating to the development of the Plot or any part thereof or the transfer or the sale or utilisation of any permissible FSI/TDR in accordance with the scheme of development. The Organisation shall strictly function within the frame work of its constitution as framed by the Promoter. All the development potential of the Plot including in the form of the existing and future FSI (whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever shall always stand vested in the Promoter and the Promoter shall always be entitled to utilize and exploit the same on the Plot or any part thereof and/or upon the building constructed thereupon in such manner as it deems fit;



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COMMON AREAS AND RESTRICTED AREAS:-

It is expressly agreed that the Purchaser shall be entitled to the common areas and facilities appurtenant with the Premises and the nature, extent and description of such common areas and facilities is set out in the Fourth Schedule hereunder written. It is hereby agreed that the Promoter has the exclusive right of allotment of different areas, open spaces or otherwise and other spaces within the Plot to one or more person/s of its choice. It is hereby agreed that the areas mentioned in the Fourth Schedule written hereunder under the heading Common Areas and Facilities only shall be common facilities and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and alienate and dispose off the

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same in such manner as the Promoter think fit and proper;

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11. **COVENANTS BY THE PURCHASER:-**

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11.1 The Purchaser shall use the Premises or any part thereof or permit the same to be used only for residential purposes The Purchaser agrees not to change the user of the Premises without prior consent in writing of the Promoter and any unauthorised change of user by the Purchaser shall render this Agreement voidable and the Purchaser in that event shall not be entitled to any right arising out of this Agreement;

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11.2 The Purchaser with an intention to bring all persons in whose hands the Premises may come, doth hereby covenant with the Promoter as follows:-

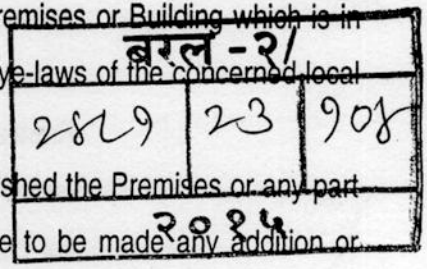
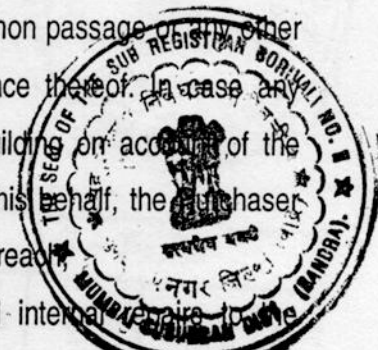
(a) to maintain the Premises at the Purchaser's own cost in good tenable repairs and condition from the date of possession of the Premises is taken and shall not do or suffer to be done anything in or to Building, staircase or passage which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to Building or the Premises or part thereof;

(b) to install / fix the Air Conditioners and their units in the designated ducts / areas;

(c) not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of Building including the entrance thereof. In case any damage is caused to the Premises or Building on account of the negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach;

(d) to carry at the Purchaser's own cost all internal repairs in the Premises and maintain it in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and not to do or suffer to be done anything in the Premises or Building which is in contravention of rules, regulations or bye-laws of the concerned local public authority;

(e) not to demolish or caused to be demolished the Premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part



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thereof nor alter the elevation and outside colour scheme of Building and to keep the portion, sewers, drain pipes in the Premises and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC parts or other structural members in the Premises without the prior permission of the Promoter and/or the Organisation;

- (f) not to do or permit to be done any act which may render void or voidable any insurance of the Plot or Building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;
- (g) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Plot and the Building;
- (h) not to hang cloths, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the said building;
- (i) not to encroach upon or make use of any portion of the building not agreed to be acquired by the Purchaser;
- (j) not to close or permit to be closed Varandas or Balconies of the building or change the external elevation or colour scheme of the building nor of the common areas including lobby and the areas outside the main door of the concerned premises;
- (k) pay to the Promoter within 7 (seven) days of demand by the Promoter, his/her share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the Building;
- (l) to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the SRA and/or government and/or other public authority on account of change of user of the Premises;
- (m) not to let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Promoter under this agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated the Promoter and obtained their prior consent in writing in



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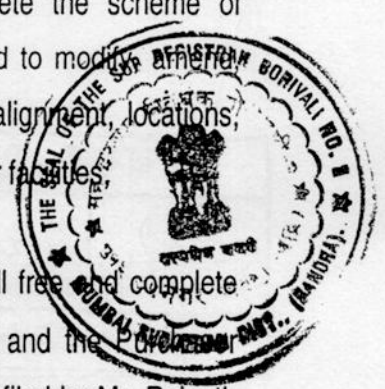
- (n) till the management of the Building is handed over to the Organisation, to allow the Promoter, their surveyors and agents at all reasonable time to enter into or upon the Plot to view and examine the state and condition thereof;
- (o) not to change the external colour scheme or the pattern of the colour of the Building;
- (p) not to change exterior elevation or the outlay of the Building;
- (q) not to fix any grill to the Building or windows except in accordance with the design approved by the Promoter;
- (r) Purchaser shall not do or suffer to be done anything on the Plot or the Building to be constructed thereon which would be forbidden or prohibited by the rules of the concerned Government authorities. In the event, the Purchaser commit/s any acts or omissions in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoter in that behalf;

These covenants shall be binding and operative even after the formation of the Organisation.

11.3 The Purchaser agrees to grant to the Promoter, all the facilities, assistance and co-operation as the Promoter may reasonably require from time to time even after the Promoter has delivered possession of the Premises to the Purchaser, so as to enable the Promoter to complete the scheme of development of the Plot. The Promoter shall be entitled to modify, alter, change the lay out of the Plot by changing the alignment, locations, placement of garden, parking area and other amenities or facilities;

11.4 The Purchaser confirms that the Promoter has given full free and complete inspection of documents of title in respect of the Plot and the Purchaser confirms that he is aware about the Appeal and the Suit filed by Mr. Rajnath Yadav as given in clause (N) above and has entered into this Agreement after inspecting all relevant documents. The Purchaser has inspected the Title Certificate dated issued by IC Legal and the Purchaser undertakes not to raise any objection and/or requisition on the title to the Plot;

11.5 The Promoter has also given inspection and Purchaser has taken inspection of all the plans and specifications of the Building sanctioned and approved by the concerned authorities and the purchaser have verified and agreed that



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they shall not raise any objection whatsoever in that respect.

11.6 The Purchaser shall have no claim save and except in respect of the Premises. All other areas including terraces, open spaces, etc. will remain the property of the Promoter until the whole of the Plot is transferred as herein provided subject to the rights of the Promoter as contained in this Agreement.

12. **OUTGOINGS:-**

12.1 Commencing a week after notice in writing is given by the Promoter to the Purchaser that the Premises is ready for use and occupation, irrespective of whether possession is taken or not the Purchaser shall be liable to pay the proportionate share of the outgoings in respect of the Plot and the Building namely local taxes, lease rent, betterment charges sub-station and cable cost or such other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Plot and the Building. Until the management of the Plot and the Building is handed over to the Organisation, the Purchaser shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter. The Purchaser shall pay to the Promoter provisional monthly contribution of Rs 7430/= towards the outgoings regularly on the 10th of every month in advance and shall not withhold the same for any reason. The amount so paid shall not carry any interest and remain with the Promoter until the management is handed over to the Organisation;

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12.2 The Purchaser shall on or before the delivery of the possession of the

बरल - Remises pay to the Promoter the following amounts:-

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(i)	Non-refundable share money, application, entrance fee of the Organisation.	Rs. 601/=
(ii)	Non-refundable legal charges.	Rs. 5000/-
(iii)	Non-refundable for Society formation charges	Rs. 10000/-
(iv)	Development charges.	Rs. 15604/-
(v)	Debris Removal charges	Rs. 2500/-
(vi)	Non refundable for electric/water meter charges	Rs. 20000/-
(vii)	Charges for Mahanagar gas connection, subject to approval from MGL	Rs. 7500/-



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(viii)	being 2 years deposit towards proportionate share of taxes, maintenance etc.	Rs. 178 333 /=-
	TOTAL <i>Rs Two Lacs Thirty Nine Thousand five Hundred Thirty Eight only</i>	Rs. 239538/-

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y. Shah

12.3 In addition to the above charges, the Purchaser shall pay actual charges for the installation of the uniform external grill.

The Promoter shall utilize the sum of Rs 5000/- /- referred to in Clause 12.2 (ii) for meeting all legal costs and charges;

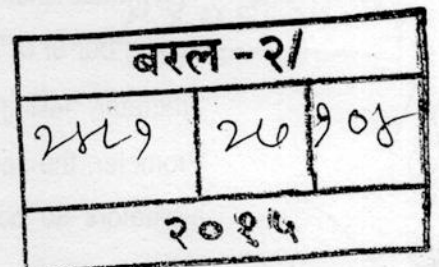
12.5 It is agreed in respect of amounts mentioned in Clause 12.2 (i) to (iv) above, the Promoter is not liable to render accounts, however for the amount collected under other heads, the Promoter shall hand over the deposits or balance thereof, if any, to the Organisation as aforesaid. In the event of any additional amount becoming payable, the Purchaser shall forthwith on demand pay and deposit the difference to the Promoter. The aforesaid amount/deposit shall not carry any interest;

13. **FINAL TRANSFER DOCUMENT:-**

13.1 The conveyance in favour of the society shall *inter alia* contain (1) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Promoter for safeguarding its overall interest in the Plot and the Building (2) a covenant by the Purchaser to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein;

13.2 The Promoter shall form an Organisation only after:-

- (i) all the premises in the Building have been sold and disposed of and the Promoter has received full consideration or dues payable to the under the Agreements for Sale with the respective purchaser of the various premises
- (ii) The Promoter has fully utilized the FSI available from the Plot and the Larger Plot and/or has fully utilized the increased FSI available by any change in the DCR and/or has fully utilized the TDR or FSI available in respect of the Plot and the Larger Plot, and/or the Occupation Certificate in respect of the Building have been received from the SRA;



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13.3 Advocates for the Promoter shall prepare and/or approve, as the case may be, the conveyance in favour of the society or any and all other documents to be executed. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the indenture of conveyance and other documents and formation and registration of the society shall be borne and paid by all the purchaser of the various premises in the Building and/or society on its formation. Such amount shall be kept deposited by the Purchaser with the Promoter at the time of taking the possession of the Premises and shall, until utilisation, remain with the Promoter;

13.4 Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Premises or of the Plot or Building or any part thereof.

13.5 The Purchaser is aware that the Promoter is constructing the Building with the loan assistance of DHFL to whom the entire project assets and receivables have been mortgaged/charged as and by way of first and exclusive charge and hence the rights hereby created in favour of the Purchaser shall be subject to prior mortgage/charge of DHFL. The final transfer of the Premises in favour of the Purchaser shall be made only subject to payment of the entire sale consideration and other amounts for the concerned flat to DHFL through the designated Project Escrow Account.



DISPUTE RESOLUTION, ARBITRATION AND JURISDICTION:

The Parties to this Agreement hereby agree that they intend to discharge their obligations in utmost good faith. The parties therefore agree that they shall, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by discussion within 60 days failing which, mediation should be referred to MCHI grievance cell and thereafter the Parties shall submit the dispute to arbitration as mentioned herein

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14.2 The parties shall be bound to submit all disputes and differences howsoever arising out of or in connection with this Agreement, to arbitration by one (1) arbitrator, failing which by three (3) arbitrators: one nominated by the Promoter, the second by the Purchaser and the third chosen by the two (2) arbitrators so nominated by the parties. The parties agree that until the

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arbitration proceedings are complete, they shall not take their disputes to a court of law. The Arbitration and Conciliation Act, 1996, shall in all matters govern the arbitration.

14.3 The arbitrators shall be persons of professional repute, who are not directly or indirectly connected with any of the parties to this Agreement. They shall have prior experience as arbitrators.

14.4 The place of arbitration shall be Mumbai. The language to be used in the arbitration proceedings shall be English.

14.5 The award of the arbitration proceedings will be final and binding on parties to the Agreement.

14.6 This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the laws of India. The parties agree to submit to the exclusive jurisdiction of the courts in Mumbai in connection with any dispute arising out of or in connection with this Agreement.

15. **STAMP DUTY AND REGISTRATION:-**

The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser. The Purchaser shall at his cost and expenses, lodge this Agreement or any other transfer document before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Promoter shall attend such office and admit the execution thereof.

16. **NOTICES:-**

Any notice to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details first set out above. Each party shall inform the other party in writing of any changes in his contact details. Notices shall be deemed to have been properly given, if sent through registered letter, courier service or personal delivery. Date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery.



17. **INDEMNIFICATION BY THE PURCHASER:-**

The Purchaser shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings,

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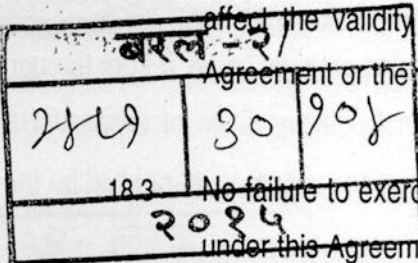
costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Purchaser in the performance of any and/or all of his obligations under this agreement; (c) damages to any property(ies) howsoever arising related to the use and/or occupation of the Premises and/or the Plot and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his agents, servants, tenants, guests, invitees and/or any person or entity under his control; and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

18. **GENERAL PROVISIONS:-**

18.1 This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the said Premises between the parties hereto. This Agreement will not be amended, altered or modified except by a written instrument signed by both the parties;



18.2 The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself;



18.3 No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy;

18.4 If there is more than one Purchaser named in this Agreement, all obligations

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hereunder of such Purchaser shall be joint and several;

- 18.5 In the event of there being a claim in respect of any tax or levy payable for the Plot or the Premises arising out of the applicability and/or interpretation of any statute, then in that event, the Purchaser shall be bound to deposit the claimed amount in an escrow account to be maintained by the Promoter;
- 18.6 The non-deposit by the Purchaser of this amount shall be deemed to be a breach of the Agreement and the Purchaser shall be liable and /or responsible for all the consequences arising there from. In the event of it being found that no such tax is payable, then the amount so deposited in the escrow account shall be refunded back to the Purchaser without any interest, charge or claim of any nature.

19. The PAN numbers of the parties are :

Promoter
Mr. Kirit. M. Shah AALFA 0468K ANEPS 0058 B
Mrs Geeta. K. Shah ANEHPS 7928 P

Kim. Shah
y. Shah

In Witness Whereof the parties hereto have hereunto set and subscribed their respective hands the day, month and year first hereinabove written.

The First Schedule Above Referred To:
(Description of the Original Property)



All that piece and parcel of land bearing CTS No. 316, 316/1 to 86 and 317 to 8 admeasuring 4769 square meters, situated at Village Malad North, Taluka Borivali, Subhash Lane Kandivali, in the Registration District of Mumbai Suburban District and bounded as follows

- On or towards East : By Subhash Road
- On or towards West : By land bearing CTS NO. 318, 319, 315 and 314
- On or towards North : By land bearing CTS No. 321
- On or towards South : By nalla

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The Second Schedule Above Referred To: २०१५

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(Description of the Larger Property)

All that piece and parcel of land bearing CTS No. 316/A admeasuring 4696.52 square meters, situated at Village Malad North, Taluka Borivali, Subhash Lane Kandivali, in the Registration District of Mumbai Suburban District

The Third Schedule Above Referred To:

(Description of the Plot)

Piece or parcel of land admeasuring 2024 square meters forming part of the above referred Larger Property and shown in red colour boundary line on the plan annexed hereto and marked Annexure "2" ..

The Fourth Schedule Above Referred To:

(Common Areas And Facilities)

- (i) Entrance lobby and foyer of the building.
- (ii) Lifts and Staircases of the building including main landing for the purpose of ingress and egress but not for the purpose of storing or for recreation.
- (iii) The landing is limited for the use of the purchaser of the premises located on that particular floor and for visitors thereto but is subject to means of access for reaching the other floors, available to all purchasers and visitors.
- Electric meter/s and water meter/s connected to common lights, water connections, pump set, etc.
- (v) Under Ground water and Over-head water tank.
- (vii) Meter room at ground floor level
- (viii) watchman cabins
- (ix) Servants toilet (in case plans are approved as per Option 2)
- (x) Fitness centre (in case plans are approved as per Option 2)

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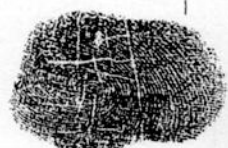


Signed And Delivered
by the withinnamed "the Promoter"
ASHRAY HOUSING
by the hand of its authorized partner
Shri Rushmin G. Rughani



FOR ASH-RAY HOUSING
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PARTNER

In the presence of
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Signed And Delivered
by the withinnamed "the Purchaser"

Mr. Kirit. M. Shah



K.M. Shah



the above
annexed

Mrs. Geeta. K. Shah

In the presence of ...
K.
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G. Shah

L.H.T.I.



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Receipt

Received of and from the withinnamed Purchaser the sum of
Rs 100,000/= (Rupees One lac only)

Only) being the earnest money paid to us vide cheque no 548017 dated 27-10-14, drawn on Punjab & Maharashtra (Andheri Br) Bank, on or before the execution hereof.

Rs 100,000/= 1-

Witnesses:-

1. *[Signature]*
2. *[Signature]*

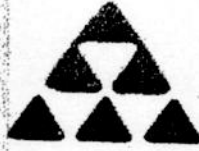


We Say Received
FOR ASHRAY HOUSING
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PARTNER
ASHRAY HOUSING
(Promoter)

HOUSING
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PARTNER

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G. Shah

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Slum Rehabilitation Authority

Administrative Building,
Pr Anant Kanekar Marg,
Bandra (East), Mumbai-51
Email: info@sra.gov.in
Tel: 26565800 26590405/1879
Fax: 022-26590457

No.: SRA/ENG/1053/RS/PL/LOI

Date: **24 SEP 2013**

1. **Architect**

: Shri. Vishwas Satodia
01/A-wing, Upper Ground Floor, Shah
Arcade-II, Rani Sati Marg, Malad (E)
Mumbai-400 097.

2. **Developer**

: Mrs. Ashna Housing
11-12, Nagarwala Colony, Opp. Laxmi-
Aravan Shopping Center, Podar Road,
Malad (E), Mumbai-400 097.

3. **Society**



: "Jaswanti Residency SRA C.H.S. Ltd"
Nos. 316, 316/1 to 86, 317 & 317/1
of village Malad (N), Subhash Road,
Kandivali (W), Mumbai.

Sub.: Proposed Slum Rehabilitation Scheme on Slum & Non slum plot bearing C.T.S. No. 316, 316/1 to 86, 317 & 317/1 to 8 of village Malad (N), Subhash Road, Kandivali (W), R/S Ward of M.C.G.M, Mumbai for "Jaswanti Residency SRA C.H.S. Ltd."

Ref.: SRA/ENG/1053/RS/PL/LOI

Gentleman,

With reference to the above mentioned Slum Rehabilitation Scheme on Slum & non slum plot bearing C.T.S. No. 316, 316/1 to 86, 317 & 317/1 to 8 of village Malad (N), Subhash Road, Kandivali (W), R/S Ward of M.C.G.M, Mumbai, this office is pleased to inform you that this **Revised Letter of Intent** is considered and approved for the sanctioned FSI of 3.13 (Three Point One Three only) for slum plot and Zonal FSI of 1.00 (One Point Zero Zero only) & FSI of 1.00 (One Point Zero Zero) in form of TDR for non slum plot in accordance with provisions of Appendix-IV of Reg. 33 (10) & Reg. 32 of amended D.C Regulations-1991, Maximum in-situ FSI of 3.00 shall be allowed to be consumed on the slum plot and Zonal FSI of 1.00 & FSI of 1.00 in form of TDR shall be allowed to be consumed on the non slum plot subject to the following conditions.

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Authority

- That you shall restrict the built up area meant for sale in the open market and built up area of rehabilitation as per the following scheme parameters.

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The salient features of the scheme are as under:

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Sr. No.	Description	Proposed LOI		
		Slum Plot (in Sq. mtr.)	Non-Slum Plot (in Sq. mtr.)	Total
1	Area of plot	4171.50	597.50	4769.00
2	Deduct:			
	a. Road Set back	72.48		72.48
	b. Reservation area			
	Total	72.48		72.48
3	Balance plot area	4099.02	597.50	4696.52
4	Deduction for 15 % (if applicable)			
5	Net area of plot for computation of T/S density.	4099.02	597.50	4696.52
6	Addition for FSI purpose 2 (a & b) above	72.48		72.48
7	Total Plot Area for FSI Purpose	4171.50	597.50	4769.00
8	Max. FSI permissible on plot	3.00	1.00	1.00 (TDR)
9	F.S.I. credit available by TDR			597.50
10	Max. Permissible BUA in situ	12514.50	597.50	597.50
11	Rehab Built up area	5649.48		
12	Passage & Amenity (Existing & Proposed) BUA	1753.63		
13	Rehabilitation component	7403.11		
14	Sale component	7403.11	597.50	597.50
15	Total BUA sanctioned for project	13052.59	597.50	597.50
16	FSI sanctioned for Project	3.13	1.00	1.00
17	Sale BUA permissible in situ	6865.02	597.50	597.50
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18	A) Nos. of slum dwellers to be re-accommodated			
	Residential	189 Nos.		
	Commercial	17 Nos.		
	Resi.cum Comm.	02 Nos.		
	B) Amenities to be provided			
	Soc. Office	03 Nos.		
	Balwadi	03 Nos.		
	Welfare Center	03 Nos.		
19	Nos. of PAP generated in the scheme	05 Nos.		
20	Area of non-buildable reservation			
	a. Road Set back	72.48	-	72.48

2. That this Letter of Intent is issued on the basis of plot area certified by the Architect and the Annexure - II issued by Competent Authority and other relevant documents. In the event of change of any of the above parameters, during actual site survey by the City Survey Officer and or change in plan parameters as revealed during IOA, then the sale area consumed on the plot will be adjusted accordingly so as to keep total consumption of F.S.I. on the plot within 3.00.

3. That the conditions mentioned in certified Annexure-II issued by Addl. Collector (Enc. & Rem.) W.S. dtd. 22/08/2007 shall be complied and compliances thereof shall be submitted to this office.



4. You shall submit phasewise programme along with Bar-Chart for development of scheme, infrastructural works, reservations, amenities etc. in the layout and same shall be developed accordingly. This shall be submitted along with layout plan before issue of C O for Rehab Bldg. or IOA of 2nd building whichever is earlier. Registered undertaking to that effect shall be submitted.

5. That you shall pay total amount of Rs. 43,80,000/- towards Maintenance Deposit to be kept with Slum Rehabilitation Authority at the rate of 20,000/- per tenement as decided by the Authority and total amount of Rs. 53,08,500/- i.e. @ Rs. 560/- (Suburb) / Rs. 280/- (City) per sq.mt. towards Infrastructural Development charges as per Circular no. 7 dated 25/11/1997.

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6. That you shall hand over 05 numbers of tenements to the Slum Rehabilitation Authority, MHADA/MCGM or any designated Govt. Authority for Project Affected Persons, each of carpet area 25.00 sq.m. free of cost.

The PAP tenements shall be marked as a PAP tenement on doors prominently. After completion of the building, PAP tenements shall

SRA/ENG/1053/RS/PL/LOI

be protected by the developer till handing over to the concerned authority by providing security guards etc.

7. That the Amenity Tenements i.e. 03 nos. of Balwadi shall be handed over to the Woman and Child Welfare Department, Government of Maharashtra as per the directions given by the Additional Chief Secretary, Woman and Child Welfare Department, Government of Maharashtra, in meeting held on 18.10.2011 as per Circular No. 129 and 03 nos. of Welfare Centre, 03 nos. of Society Office shall be handed over to the slum dwellers society to use for specific purpose only within 30 days from the date of issue of OCC of Rehab/Composite bldg. Handing over / Taking over receipt shall be submitted to SRA.
8. That all the conditions of Annexure - A attached herewith shall be complied at the relevant stages indicated therein.

If you are agreeable to all these above conditions, you may submit proposal for approval of plans separately for each building, in conformity with the modified D.C. Regulations of 1991 in the office of the undersigned.

Yours faithfully

Zhangants
Chief Executive Officer
Slum Rehabilitation Authority

(Hon'ble CEO (SRA) signed dated 21/09/2013)



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ANNEXURE -A

11. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIE WITH AT THE RELEVANT STAGES INDICATED THEREIN:-

1. This Letter of Intent merely does not give any right to avail of extra FSI granted under D.C. Regulation 33 (10). 12.
2. That the Arithmetical error/typographical error if any revealed at any time shall be corrected on either side.
3. That this LOI is valid for the period of 3 (three) months from the date of issue. However, if IOA / CC are obtained for any one bldg. of the project then this LOI will remain valid till completion of project. 13.
4. That you shall rehabilitate all the additional hutment dwellers declared eligible in future by the competent Authority, by amending plans wherever necessary.
5. The owner/Developer shall display the name at site before starting the work giving the details such as name, address of owner/Developer, Architect, Structural Engineer as well as file No.
6. That if any of the document submitted by Architect / Developer Society or Owner are found to fraudulent/misappropriated by Competent Court and if directed by Competent Court to cancel the LOI then, the LOI is liable to be cancelled and concerned person/Society/Developer/Architect liable for action under section 192, 200, 420, 465, 468 and 471 of IPC 1860 and section 10 of Indian Evidence Act. A.
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7. That you shall bear the cost of carrying out infrastructure works up to the plot, and shall strengthen the existing infrastructure and / or provide services of adequate size and capacity as per directives of the Slum Rehabilitation Authority, issued during execution period.
8. That you shall bear the cost towards displaying the details such as Annexure - II, date of issue of important document like LOI, Layout, O.C.C. on SRA website.
9. That you shall submit the NOCs as applicable from the concerned authority in the office of Slum Rehabilitation Authority before requesting of appra stage at which it is insisted in IOA. 2024
10. That if the IOA is/are not obtained within stipulated validity period then the developer/society is liable to pay compound interest in this respect @ 16% per annum on balance amount payable for land premium. 4.



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11. That you shall submit registered undertaking stating that at later stage if it is noticed regarding less premium is charged then the difference in premium paid and calculated as per the revised land rate will be paid as per policy.

12. As per circular No. 138, that the rehab/composite buildings shall be constructed as per specifications of relevant IS codes, NBC in force & the Specifications for Quality Control Measures of SRA Rehab Buildings prescribed by SRA.

13. That you shall complete the entire project within the stipulated time period from the date of issue of CC to 1st rehab building as mentioned below :-

Plot area up to 4000 sq.mt. → 36 months.

Plot area between 4001 to 7500 sq.mt. → 60 months.

Plot area more than 7500 sq.mt. → 72 months.

If you failed to complete the project within stipulated time period the extension shall be obtained from the CEO/SRA with valid reasons.

A. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE IOA OF BLDG.:-

1. That the carpet area of rehabilitation tenements, PAP tenements and PTC tenements shall be certified and duly signed by the Licensed Surveyor/ Architect.

2. That you shall register society of all Eligible slum dwellers to be rehoused under Slum Rehabilitation Scheme before issue of IOA. There after finalizing the allotment of Project Affected Persons (PAP) by the Competent Authority, they shall be accommodated as a member of registered society.

3. That you shall rehouse the eligible slum dwellers as per the list certified by the Competent Authority (i.e. Additional Collector & Rem.) in residential tenements of carpet area of 20.00 sq.mt. and/or residential-cum-commercial tenements of carpet area of 20.00 sq.mt. and /or commercial tenements as per the list certified Annexure-II issued by Competent Authority of the carpet area of 20.90 sq.mt. whichever is less, free of cost and conforming the same as per building specifications / norms/building bye laws.

4. That you shall form a federation of societies along with other societies if applicable so as to maintain common amenities such as internal road, recreation ground, street lights etc.



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5. That the Developer shall incorporate the clause in the registered agreement executed with eligible slum dwellers and project affected persons that they shall not sell or transfer tenements allotted under Slum Rehabilitation to anyone else except the legal heirs for a period of 10 (ten) years from the date of taking over possession/date of allotment, without the prior permission of the CEO (SRA).
6. That you shall submit the Indemnity Bond indemnifying the Slum Rehabilitation Authority and its officers against any accident on site risks or any damages or claim arising out of any sort of litigation with the slum dwellers / property owners or any others before IOA.
7. That you shall not block existing access leading to adjoining structures/users and shall make provision of adequate access to the adjoining land locked plot, if any, free of cost and the same shall be shown on layout plan to be submitted for approval on terms and conditions as may be decided by Slum Rehabilitation Authority.
8. That necessary concurrence from concerned department of MCO and/or other user department shall be obtained for planning buildable reservation and/or amenity open space before requesting for approval of IOA of the respective building.
9. That you shall accommodate the eligible slum dwellers huts getting cut along the boundary of the plot demarcated by the staff of the City Survey office.
10. That you shall get the plans approved for each building separately with due mention of the scheme of Rehabilitation of plot under D.O. No. 33(10) and with specific mention on plan of the rehabilitation building/tenements for slum dwellers and project affected persons that the same are for re-housing of slum dwellers and project affected persons. Tenements to be allotted to the PAI shall be hatched with due mention that they are for allotment of PAI tenements as per the scheme of Rehabilitation of plot under D.O. No. 33(10) and with specific mention on plan of the rehabilitation building/tenements for slum dwellers and project affected persons. These PAP tenements shall not be interchanged with eligible slum dwellers rehab tenement without prior permission of ARS(SRA).
11. a) The Society/Developer/Architect shall display the copy of approved LOI and list of Annexure-II with prior permission from the Collector (SRA). That copy of Annexure - II shall be displayed by the Developer/society of slum dwellers on the notice board of society for the period of 30 days and shall be easily accessible to the staff of SRA for inspection.



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b) That Developer shall ensure that any slum dwellers held not eligible by the Competent Authority or desire to make an

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changes shall apply within three months of issue of the Letter of Intent to the appellate authority with supporting documents.

- c) The developer/society shall give wide publicity for the approval of the LOI in at least one local Marathi in Marathi script & one English newspaper in English script and proof thereof shall be submitted to Dy. Collector (SRA).
- d) The society/developer shall submit NOC from Dy. Collector (SRA) stating that the appeals for eligibility of non-eligible slum dwellers as Annexure-II are received by the Appellate Authority before requesting any further approvals to the S.R. Scheme.

OR

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

12. As per Circular No. 105, it is mandatory to obtain NOC from Dy. Collector (SRA) as per above Condition No- A11 of Annexure- A.
13. That IOA for first rehab building will be granted after compliance of above Condition No-A11 of Annexure-A & Registration of the Society by ARS (SRA).
14. That the IOA/Building plans will be approved in accordance with the modifications in the Development Control Regulations issued by Govt. of Maharashtra vide Notification No. CMS/TE/REG/CR-58/2011/UD-11 dtd. 06-01-2012 and prevailing conditions at the time of approval.
15. That the tenements proposed for rehabilitation and for PAP shall be shown distinctly on the plan to be submitted and should be forwarded to A.A. & C. of concerned ward to assess the proper.
16. That you shall submit the Registered Undertaking from Developer/Society stating that they will handover PAP tenements to SRA, in case of the non-eligible slum dwellers before approving amended IOA to the rehab bldg.



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17. The BUA of 1.00 permissible TDR will be utilized only after, that you shall purchase & utilize the permissible one TDR i.e. 597.50 sq. mt before granting amended IOA to the sale building no.3.

B. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE REQUESTING PLINTH C.C. OF THE PROPOSED BUILDING.-

1. That you shall provide transit accommodation to the slum dwellers with requisite amenities, if required to be shifted for construction of proposed building, till the permanent tenements are allotted and possession is given complying all formalities and existing amenities shall be maintained in sound working condition till slum dwellers are re-housed in the proposed rehabilitation tenements.
2. That you shall obtain the permission for construction of the temporary transit accommodation from Slum Rehabilitation Authority along with the phased development programme and the list of the eligible slum dwellers shifted in the transit camp or shifted on rental basis duly signed by Developer & Committee members with date of their displacement from their existing huts shall be submitted before requesting C.C. for Rehab bldg.
3. That you shall get D. P. Road/set back land/other buildable & non buildable reservation land demarcated from A. E. (Survey)/D.P./ E.E (T&C) department of M.C.C.M.
4. The developer shall submit prior Environmental Clearance from Ministry of Environment & Forest (MOEF) as per the notification no. 1533 (E) dtd.14-9-2006 before obtaining C.C. in the scheme with actual area to be constructed on site having more than 20000

That you shall submit revised layout and get the same approved by the concerned authority. OCC to the last sale bldg. in the layout.

That you shall get the plot boundaries demarcated from Concerned Officer before requesting of C.C. as per D.C. Regulation No. 38 (27), prior to commencing the building work and the compound wall shall be constructed on all sides of the plot clear of the road side drain

obstructing flow of rain water from adjoining holding, to provide possession of holding in phase programme as per removal/clearing of structures on plot before requesting C.C.

That you shall submit the certified copy of notarized Agreements of at least 70% of eligible slum dwellers with the photographs of wife and husband on each of the agreements before requesting for Commencement Certificate and the name of the wife of the eligible



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occupier of hut shall be incorporated as joint holder of the tenement to be allotted in the rehabilitation building.

8. That you as Architect / Developer / Society / PMC shall strictly observe that the work is carried out as per phased programme and Bar-Chart approved by the Slum Rehabilitation Authority and you shall submit quarterly progress report to the Slum Rehabilitation Authority along with photographs and certificate showing the progress of the construction work on site achieved as per approved phased programme. Even if the progress is nil, report shall be submitted by the Architect stating reasons for delay.

9. Rehab/Sale Building

a. That you shall appoint Project Management Consultant with prior approval of Dy. Ch. Eng. (S.R.A.) / E.E. (S.R.A.) for implementation / supervision / completion of S.R. Scheme.

b. The Project Management Consultant appointed for the scheme shall submit quarterly progress report to Slum Rehabilitation Authority after issue of LOI

c. That the developer shall execute tri-parite Registered agreement between Developer, Society & Lift Supplying Co. or maintenance firm for comprehensive maintenance of the electro mechanical systems such as water pumps, lifts, etc. for a period of ten years from the date of issue of Occupation Certificate to the High-rise Rehab building.

Entire maintenance cost shall be borne by the developer and copy of the registered agreement shall be submitted to S.R.A for record before applying for Occupation Certificate including part O.C.

d. The third party quality auditor shall be appointed for the scheme with prior approval of Dy. Ch. Eng. (S.R.A.) for quality audit of the building work at various stages of S.R. Scheme.

e. That the developer shall install fire fighting system as per requirements of C.F.O. and to the satisfaction of this department. The developer shall execute tri-parite Registered agreement between Developer, Society & Fire Fighting Co. and/or maintenance firms for comprehensive maintenance for a period of ten years from the date of issue of occupation certificate to the High-rise Rehab/Composite building.



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Entire maintenance cost shall be borne by the developer and copy of the Registered Agreement shall be submitted to S.R.A for record before applying for Occupation Certificate including part O.C.

5.

f. That the structural design of buildings having height more than 24m shall be got peer reviewed from another registered structural engineer / educational institute.

D.

g. That the above sub clauses shall be applicable as amended from time to time by SRA.

10. That the existing stand post water connections in the scheme shall be disconnected after demolition of respective hutment and all the dues shall be paid & cleared by the developer in consultation of A (WW) of concerned ward.

1.

11. That you shall pay Labour Welfare Cess charges of one percent (1%) of total construction cost as per the Stamp Duty Ready Reckoner rate (excluding land cost) as per Circular No. 130 before grant of C.C.

12. That you shall pay development charges as per 124 E of M.R. & T. Act separately for sale built up area as per provisions of M.R. & T. Act as per prevailing Stamp Duty Ready Reckoner rate.

2.

C. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE REQUESTING FURTHER C.C. OF THE PROPOSED BUILDING. :-

3.

1. That you shall submit the P.R. Card with area mentioned in words duly certified by Superintendent of Land Records for amalgamated/sub-divided plots before requesting C.C. for last 25% built up area.



2. That you shall handover the demarcated buildable/non-buildable reservation and/or built-up amenity structure to MCGM and/or use department free of cost & free of encumbrances before requesting C.C. for last 25% for Sale BUA of sale building in the scheme as per MCGM specification and certificate to that effect shall be obtained and submitted.

4.

3. The quality and workmanship of construction work of each building in the layout shall be strictly monitored by concerned Architect / Site supervisor, Structural Engineer and report of quality of work carried out shall be submitted by Architect with test results at the stages of obtaining further C.C., various stages of construction & before occupation to the buildings in the scheme.

5.

4. That you shall submit revised NOC from CFO before C.C. beyond 19th upper floors.

6.

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5. That you shall submit the remarks from E. E. (T & C) for parking layout and NOC from Ch. Eng. (M&E) of MCGM for Mini Rotary System & Mechanical Parking Tower before asking further C.C. to sale building.

D. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE REQUESTING O.C. TO ANY PART OF THE PROPOSED BUILDING. :-

1. That the possession of the residential tenements shall not be handed over to the eligible hutment dwellers without carrying out the lottery/draw by the ARS(SRA) and transit accommodation given is surrendered and all the dues to the M.C.G.M./MHADA/Govt. has been cleared.

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

2. That the layout Recreation Ground shall be duly developed before obtaining occupation of sale building as per DCR-1991.

3. That the allotment of rehabilitation tenements to the eligible slum dwellers in the scheme, shall be made by drawing lots in presence of the representative of the Assistant Registrar of Societies (SRA) and statement of rehab tenements allotted to the eligible slum families in the rehabilitation building with corresponding tenements no. in rehab / composite building and Sr. No. in Annexure - II etc. duly certified by the concerned society of slum dwellers and Assistant Registrar (SRA) shall be submitted before issuance for occupation permission of respective rehab tenements as per the policy circular of SRA in this regards.

4. That you shall submit separate P.R. Card with words duly certified by Superintendent of Land Records (SLR) for the non-buildable reservation in the name of M.C.C. Housing Dept. before requesting Occupation Certificate for Sale Bldg.

5. In case of S.R. Scheme on Private land, conveyance deed for rehab component shall be executed before requesting OCC of Sale Building and conveyance deed of sale component shall be executed as per provisions of MOFA.

6. That you shall display bilingual sign boards on site and painting of SRA Logo on completion of rehab buildings.



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7. That the developer shall ensure that water connection to the rehab building is obtained within one month from date of OCC. Certificate of water connection obtained shall be submitted to this office before asking any further approvals in the scheme thereafter.
8. That the defect liability period for rehab/composite building will be 1 years from the date of obtaining OCC and any repairs/rectification required during this period will be done by the developer as per circular no. 108. The bank guarantee and deposits of the developer will be withheld till the completion of the defect liability period of rehab/composite bldg.
9. That you shall pay Rs. 100/- per eligible slum dwellers towards issue of Identity Cards as per circular No. 137 dtd. 01.08.2012 before O.C.C. to Rehab Bldg. / Composite Bldg.
10. That you shall pay Rs. 10/- (Rupees Ten Only) per sq. feet of rehab constructed area inclusive of rehab component & staircase, lift passage, stilt area etc. for the Structural Audit as per circular No 138 before issue of Occupation Certificate of rehab building.
11. That you shall submit NOC from Reliance Energy/Electrical Co. & NOC from CFO before granting O.C.C. to the sale building in the S.R. Scheme.



(Hon'ble CEO (SRA) signed dated 21/09/2013)

Dhanraj
Chief Executive Officer
Slum Rehabilitation Authority

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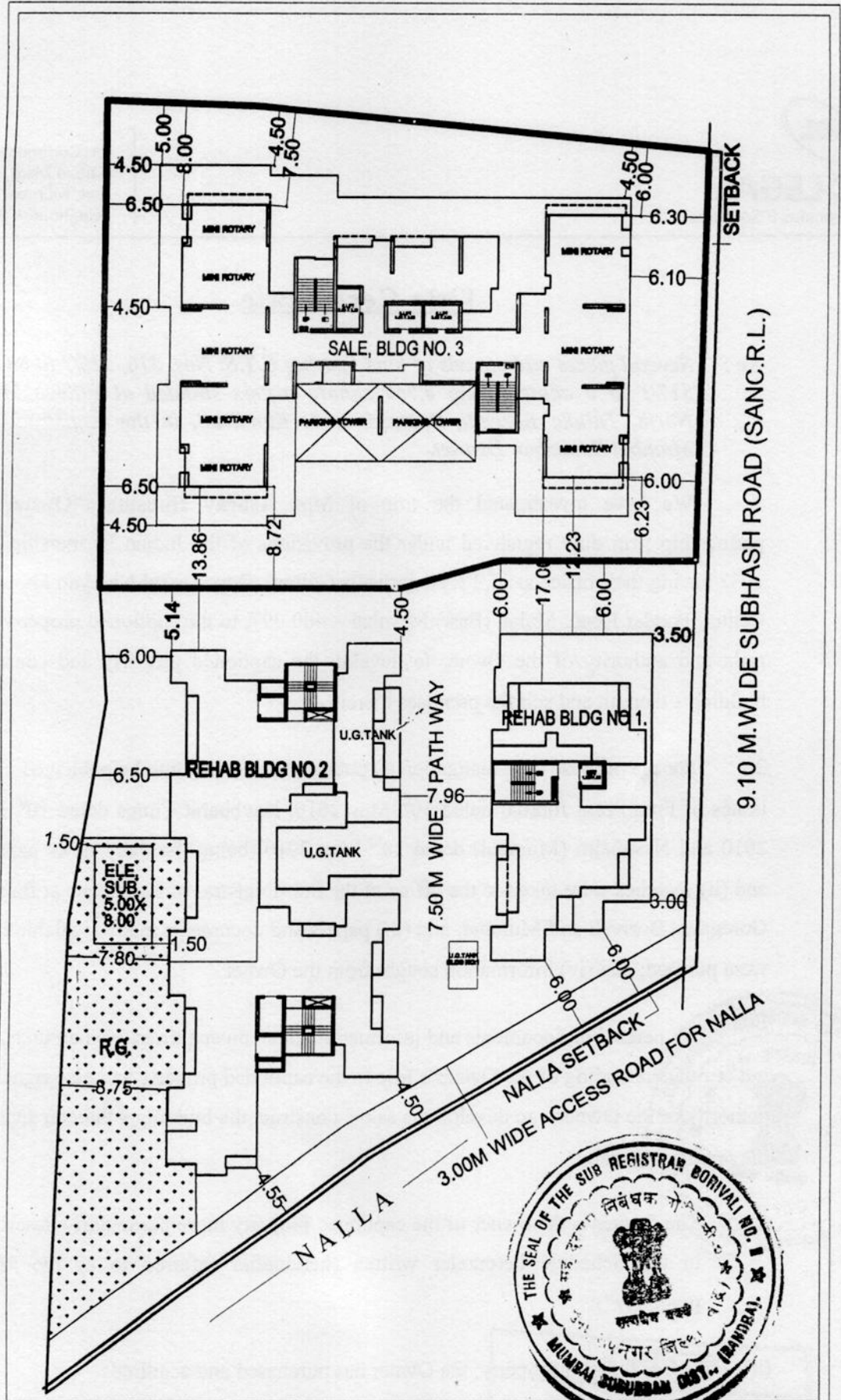
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NAME OF THE DEVELOPERS
 M/s. ASHRAY HOUSING
 C.T.S. NO. 316, 318/1 TO 86, 317, 317/1 TO 8
 SUBHASH LANE, VILLAGE MALAD NORTH,
 KANDIVALI WEST, MUMBAI- 67.

PROPOSED BLOCK PLAN N
SCALE :- 1:500

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IC LEGAL
Advocates & Solicitors

21, Commerce House,
Saibab Marg,
Fort, Mumbai 400 023, India
Telephone: +91 (22) 6140

Title Certificate

Re : *Several pieces and parcels of land bearing C.T.S. Nos. 316, 316/1 to 86 317, 317/1 to 8 admeasuring 4,769 square meters situated at Village Malad North, Taluka Borivali, Subhash Lane Kandivali, in the Registration of Mumbai Suburban District.*

1. We have investigated the title of **M/s. Ashray Housing** ("Owner") a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having their office at 11/12, Nagarwalla Colony, Opp. Laxmi Narayan Shopping Center, Poddar Road, Malad (East) Mumbai - 400 097, to the captioned property and right and authority of the Owner to develop the captioned property and construct building/s thereon and sell the premises therein.

2. For the purpose of investigation (i) public notice was got to be published in the issues of Free Press Journal dated 10th May 2010, Navbharat Times dated 10th May 2010 and Navshakti (Mumbai) dated 10th May 2010 (being the daily news papers); and (ii) searches were taken in the office of the Sub-Registrar of Assurance at Bandra, Goregaon, Borivali and Mumbai; and (iii) papers and documents made available to us were perused; and (iv) information sought from the Owner.

On perusal of documents and information given on enquiries, we hereunder set out our understanding of the Owner's title to the captioned property and also right and authority of the Owner's to develop the same, construct the building/s thereon and sell the premises therein:

The Owner is the owner of the captioned property more particularly described in the Schedule hereunder written (hereinafter referred to as the "said property");

(ii) **बल 2/** of the said property, the Owner has purchased and acquired:

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a portion bearing CTS Nos.316 (part), 316/1 to 35, 42 to 51, 59 to 86 and 317 and 317/1 to 8 from one Mr. Mohamed Ali Usman Momin		
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of Declaration cum Confirmation dated 6th December, 2006 made between the said Mr. Mohamed Ali Usman Momin of the one part and the Owner of the other part, and registered with the Sub-Registrar of Assurance at Bandra under serial No. BDR-12/08839/2006 dated 13th December 2006;

(b) another portion bearing CTS Nos. 316/52 to 58 from one Tarkeshwar Rajaram Upadhyay vide a Deed of Conveyance dated 2nd March, 2005 read with Deed of Declaration cum Confirmation dated 6th December, 2006 made between the said Tarkeshwar Rajaram Upadhyay of the one part and Owner of the other part, and registered with the Sub-Registrar of Assurance at Bandra under serial No. BDR-12/08840/2006 dated 13th December, 2006; and

(c) remaining portion bearing CTS Nos. 316 (part) and 316/36 to 41 from Shri Bandhai Yadav S/o Sukhraj Yadav and others (being the heirs and legal representatives of late Shri Bandhai Yadav S/o Sukhraj Yadav), vide a Deed of Conveyance dated 1st December, 2006 made between Shri Bandhai Yadav S/o Sukhraj Yadav and others of the one part and Owner of the other part, and registered with the Sub-Registrar of Assurance at Bandra under serial No. BDR-12/08846/2006 dated 13th December, 2006;

4. A portion admeasuring 4,172.5 sq. meters, out of the said property, is declared as slum under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 (hereinafter referred to as the "SRA Act");

5. The Collector, Mumbai Suburban District by its Order dated 13th October, 2010 corrected the area of the said property.

6. The Slum Rehabilitation Authority issued:



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- (a) Letter of Intent ("LOI") bearing No.SRA/ENG/1053/RS/PL/LOI dated 6th May 2009 and revised LOI bearing No.SRA/ENG/1053/RS/ PL/LOI dated 4th May 2010 and further revised on October 31, 2011 and further revised on September 24,2013;
- (b) Sanctioned the plans for the construction of Rehab Bldg. No. 2 on a portion of the said property and issued Intimation of Approval bearing No.SRA/ENG/Desk-3/2205/RS/PL/AP dated 23rd July 2009 and Commencement Certificate bearing No. SRA/ENG/Desk-3/2205/RS/PL/AP dated 7th September 2009;
- (c) Sanctioned the plans for the construction of Rehab Bldg. No. 1 on a portion of the said property and issued Intimation of Approval bearing No.SRA/ENG/Desk-3/2204/RS/PL/AP dated 21st June 2010 and Commencement Certificate bearing No. ENG/Desk-3/2204/RS/PL/AP dated 4th December 2010
- (d) Sanctioned the plans for the construction of Sale Bldg. No.3 on a portion of the said property and issued Intimation of Approval bearing No. SRA/ENG/2378/RS/PL/AP dated 7th March, 2011 and amended Intimation of Approval dated 2nd January 2012 and Commencement Certificate bearing No. SRA/ENG/2378/RS/PL/AP dated 11th July, 2012, up to the plinth level.

The Owner has taken loan from Dewan Housing Finance Limited ("DHFL") and mortgaged inter-alia (a) a portion of the said property on which the Sale Building is being constructed; (b) flats / units in the Sale Building; and (ii) all the receivables from the Sale Building, in favour of DHFL as a security for repayment of loan taken by the Owner. In this regard three Deeds of Simple Mortgage have been executed and registered dated 11th October, 2012, 23rd November, 2012 and 26th August 2014 and registered with the Sub - Registrar of Assurances at Borivli under serial No. BDR - 06/08398/2/2012, BDR-3-9281-2012 and BRL-3/4766/2014, respectively.



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9. Mr. Rajnath Ramsevak Yadav filed an Appeal being Appeal No.7 of 2014 before the Superintendent of Land Records, Bandra, for cancellation of the Mutation Entry No. 289 of 2012 and No.290 of 2012. The said Appeal is pending.

10. In these circumstances, and subject to the aforesaid mortgage in favour of DHFL, and subject to what is stated hereinabove, we are of the view that Owner is the owner of the said property and is entitled to develop the said property and construct buildings thereon in accordance with the provisions of the Development Control Regulation, and sell the flats forming part of the sale component.

THE SCHEDULE ABOVE REFERRED TO:

Several pieces and parcels of land bearing C.T.S. Nos. 316, 316/1 to 86, 317, 317/1 to 8 admeasuring 4,769 square meters situated at Village Malad North, Taluka Borivali, Subhash Lane Kandivali, in the Registration of Mumbai Suburban District and bounded as follows:

On or towards South : By nalla
 On or towards North : By land bearing CTS No. 320
 On or towards East : By Subhash Road
 On or towards West : By land bearing CTS No. 314, 315/B, 318/B and 319

Dated this 3rd day of November, 2014.

For IC Legal

Partner

Bhoadhay



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मालमत्ता पत्रक
ANNEXURE - 4

विभाग/मौजे -- मालाड (उ)

तालुका/न.भू.मा.का. -- न.भू.अ.मालाड

जिल्हा -- मुंबई उपनगर

नगर भूमापन शिट नंबर प्लॉट नंबर क्षेत्र धारणाधिकार शासनाला दिलेल्या अकारणांचा तपशील आणि त्यांच्या फेर तपासणी

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(र.उ. प.१०) १/३/५२ पासून ३१/७/१९९१
७४८.२० १/८/७९ पासून...

सुविधाधिकार

हक्काचा मुळ धारक वर्ष १९६७

[निशानल अॅण्ड प्रिडलेज बँक लि.]
[एफ.इ.दिनशा मिळकतीचे मुख्य विश्वस्य.]

पट्टेदार

इतर भार

इतर शोरे

दिनांक व्यवहार



नविन धारक (धा)
पट्टेदार (प) किंवा भार (भा)

साक्षात्कार

२२/०१/१९७३

उ.जि.अधि.मुं.उ.अंधेरी यांचेकडील क्र.डी.सी.एल.एन.डी./१५३/Malad दि.१८/१/७० प्रमाण बि.शे.सारा नोंद घेतली. क्षेत्र १७.५ चौ.मी.वर

S.I.
S.R.No. BO
M
R/३६८६/१७/९
६९

H)
[श्री.कन्हैयालाल सुकराज यादव]
पैकी ८७.८ चौ.मी. क्षेत्रास

सही -
२५/१/७३
न.भू.क्र.५
XXX
सही -
न.भू.क्र.५
XXX

२१/०२/१९८४

मा.अ.उप.जि.मुंबई उप.अंधेरी यांचेकडील बिनशोती आदेश क्र.ए.डी.सी./एल.एन.डी.दि.१५/१२/१९८१ अन्वये र.रु.७४८-२० क्षेत्र ७६५२ चौ.मी. दि.१/८/७९ पासून बिनशोती यांचेकडील सा.न.भू. वारसा

S.I.

धा - १/ श्रीमती बच्चूबाई वॉरोन्झोव्हा डाशुकोव्हा १/२
२) अँडलजी प्रोमरोज दिनशा १/२
क्षेत्र २८७२.६ चौ.मी.

फेरफार क्र. ७१
सही -
२६/३/०९
न.भू.अ.मालाड

२६/०३/२००९

जनरल स्टॅम्प कॅम्पूटी कार्यालय, मुंबई यांचेकडील दस्तऐवज नं. १७२०/५९४७ दि.३१/७/६९ आणि १८/२/६९ चे डिड ऑफ ट्रान्सफर अन्वये निशानल अॅण्ड प्रिडलेज बँकेने त्यांच्या विश्वस्तांचे नावे असलेल्या सध्या मिळकती त्यांचे वारसांचे नावे केली.

S.I.

अँडलजी प्रोमरोज दिनशा यांचे अँडमिनिस्ट्रेटर मसली नेकील वाडीया

फेरफार क्र. ८०
सही -
२६/३/०९
न.भू.अ.मालाड

२६/०३/२००९

मुंबई उच्च न्यायालय, मुंबई यांचेकडील कोर्ट पिटीशन नं. २९/१९७२ दि.१५/१/७३ अन्वये अँडमिनिस्ट्रेटर म्हणून नसली नेकील वाडीया यांचे नाव दाखल केले.

मालाड शिट नंबर

एफ क्र.३ वॉरो हिस्स कमी नेकी काय अन्व दाखल

अर्ज दि.१८ डि चारेटे मो.वा कमी

अर्ज, मुळ र उस्मान दाखल

क्षेत्र दु यांचेक /क्षे.दु/ मो.र.न न.भू.क्र ३५५७

वारसा श्री.कन जे.म यादव र सुखराज ३) श्री. रामशिरा

खरेदी (सह दुष्य खरेदीख दिनांक १ ८७.८ चौ ३) श्री.रा नारायण यांची नार हौसिंग ३

मालमत्ता पत्रक

मालाड (उ)

तालुका/न.भु.मा.का. -- न.भु.अ.मालाड

जिल्हा -- मुंबई उपनगर जिल्हा

हा -- मुंबई उपनगर जिल्हा
दिलेल्या आकाराचा किंवा भागाचा
आणि त्याचा फेर तपासणी

शिट नंबर प्लॉट नंबर क्षेत्र धारणाधिकार
चौ.मी.

शासनाला दिलेल्या आकाराचा किंवा भागाचा
तपशील आणि त्याचा फेर तपासणीची नियंत्रणे

०१/३/५२ पासून
०१/८/७९ पासून

व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा पार (भा)	फेरफार क्र. प्रमाणे सही - दि. २६/३/०९ न.भु.अ.मालाड
२००१ एफ.ई.दिनशा चॅरिटेबल ट्रस्ट नोंदणी क्र.३३५५एस/१९७३ दि.२९/१२/७३ अन्वये बच्चुबाई वॉरोन्डोव्हाड बाशुकोव्हाड यांनी त्यांच्या अविभाज्य १/२ हिस्सा ट्रस्टला दिल्याने बच्चुबाई वॉ.डाशुकोव्हाड हे नाव कमी करून ट्रस्टचे नाव कायम केले. ट्रस्टी म्हणून नसली नेखील वाडीया, मोरीन वाडीया, राजेश बत्रा यांची नावे कायम केली. दि. ४/४/८४ चे डिड ऑफ अपॉइंटमेंट अन्वये श्री.एच.एस.श्रीनिवास यांचे नाव विस्वस्त म्हणून दाखल केले.	S.I.	धारक - एफ.ई.दिनशा चॅरिटेबल ट्रस्ट	फेरफार क्र. ८१ प्रमाणे सही - दि. २६/३/०९ न.भु.अ.मालाड
२००१ अर्ज, नोंदणीकृत खरेदीखत पी-बबमप ३२७/९१ दि.१८/१०/९१ सूची क्र. II अन्वये अंडलजी फ्रो.दिनशाचे अंडमिनिस्ट्रेटर नसली ने.वाडीया आणि एफ.ई.दिनशा चॅरिटेबल ट्रस्टचे ट्रस्टी श्री.नसली ने.वाडीया व मो.वाडीया ह्यांनी संपूर्ण मिळकत विकल्याने त्यांचे नाव कमी करून खरेदीदाराचे नाव दाखल केले.	S.I.	धारक - मोहम्मदअली उस्मान मोमिन	फेरफार क्र. ८२ प्रमाणे सही - दि. २६/३/०९ न.भु.अ.मालाड
२००१ अर्ज, नोंदणीकृत खरेदीखत ८८३९/०६, दि. १३/१२/२००६ मूळ सूची क्र. II अन्वये खरेदी देणार मोहम्मदअली उस्मान मोमिन यांचे नाव कमी करून खरेदी घेणारचे नाव दाखल केले.	S.I.	धारक - मे.आश्रय हाऊसिंग	फेरफार क्र. ८३ प्रमाणे सही - दि. २६/३/०९ न.भु.अ.मालाड
२००१ क्षेत्र दुरुस्ती - मा.जिल्हाधिकारी, मुंबई उपनगर जिल्हा यांचेकडील आदेश क्रमांक - सी/काया २ क /क्षे.दु./एसआर - २३२७, दि. १३/१०/०८ व इकडील मो.र.नं.अ - २२४/०७, दि. ७/११/०७ नुसार न.भु.क्र.३१६ या मिळकतीचे २९७८.० चौ.मी. क्षेत्राएवजी ३५५७.८ चौ.मी. क्षेत्र दाखल केलेची नोंद केली.			फेरफार क्र. ८७ प्रमाणे सही - दि. १६/०९ न.भु.अ.मालाड
२०१२ वारसाने श्री.कन्हैयालाल सुखराज यादव हे दिनांक १४/०१/२००४ रोजी मयत झालेने अर्ज मृत्युचा दाखला, जबाब, पंचयादी आणि प्रतिज्ञापत्र अन्वये मयत श्री.कन्हैयालाल सुखराज यादव यांचे नाव कमी करून वारसाने १) श्री.बंधई सुखराज यादव २) श्री.रामवध उर्फ अवध नारायण यादव ३) श्री. राम सेवक बंधई यादव ४) श्री. पारसनाथ रामशिरोमणी यादव अशी नावे दाखल केली.		धारक [१] श्री. बंधई सुखराज यादव. [२] श्री. राम सेवक बंधई यादव. [३] श्री. रामवध उर्फ अवध नारायण यादव. [४] श्री. पारसनाथ रामशिरोमणी यादव.	फेरफार क्र. २९१ प्रमाणे सही - दि. २७/०७/२०१२ न.भु.अ.मालाड
२०१२ खरेदी (पैकी) सह दुय्यम निबंधक बोरोवली यांचे कडील नोंदणीकृत खरेदीखत बदर-१२/८८४६/२००६ र.क्र.३००००००/- दिनांक १३/११/२००६ अन्वये न.भु.क्र. ३१६ पैकी ८७.८ चौ.मी. क्षेत्र खरेदीदेणार १) श्री.बंधई सुखराज यादव २) श्री.रामसेवक बंधई यादव ३) श्री. रामवध उर्फ अवध नारायण यादव ४) श्री. पारसनाथ रामशिरोमणी यादव यांची नावे कमी करून खरेदी घेणार "मे.आश्रय हाऊसिंग" असे नाव दाखल केलेची नोंद केली.			फेरफार क्र. २९० प्रमाणे सही - दि. २७/०७/२०१२ न.भु.अ.मालाड



बरल - २/		
२४८९	५३	१०४
२०१५		

साक्षात्कार
सही -
२५/१/७३
न.भु.क्र. ५१
XXX
सही -
न.भु.क्र. ५१
XXX
सही -
२९/०२/१९८४
जि.नि. भू. अ. त.
अधि. क्र. ७
१/२ फेरफार क्र. ७९
सही -
२६/३/०९
न.भु.अ.मालाड
फेरफार क्र. ८०
सही -
२६/३/०९
न.भु.अ.मालाड

मालमती पत्रक

विभाग/मोजे -- मालाड (उ)

तालुका/न.भू.मा.का. -- न.भू.अ.मालाड

जिल्हा -- मुंबई उपनगर

नगर भूमापन क्रमांक	नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	जिल्हा शासनाला दिलेल्या आकरणाचा किंवा तपशील आणि त्याच्या फेर तपासणीची वि
३१६अ					

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षात्
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०६/०१/२०१४	<p>एकत्रीकरण/पोटविभाजनाने - मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील आदेश क्र.सी/कायो७अ/एलएनडी/पोवि/एकत्री/ एसआर-४६४८ दि.७/७/२०११ चे एकत्रीकरण पोटविभाजन आदेश इकडील अतितातडी/एकत्री/पोवि/मोरनं.घ ४१०/२०१२ दि.१८/१/२०१२चा मोजणी नकाशा मा.जिल्हा अधीक्षक भूमि अभिलेख मुंबई उपनगर जिल्हा यांचे कडील क्र.नभूसं.-३ब/न.भू.मालाड (उ)/पुनर्विलोकन/ कावि-३९/आ.क्र.६२०/१३ दि.२९/११/२०१३चा आदेश नभूक्र ३१६/३२ते३६या मिळकत पत्रिकेवर दि.२१/२/८४ची सुधारीत बिनशेती सारा नोंद घेणेत आलेली नसलेने सुधारीत बिनशेती सारा नभूक्र ३१६प्रमाणे नोंद दाखल करून मिळकत पत्रिकेवर दाखल सी-१ सत्ता प्रकार कमी करून सी असा दाखल केला त्यानंतर मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील आदेशान्वये नभूक्र३१६ क्षेत्र ३५५७.८चौमीमध्ये नभूक्र३१६/१ते८६ क्षेत्र १८८.९चौमी नभूक्र ३१७चे क्षेत्र १५९.७चौमीव नभूक्र ३१७/१ते८७ क्षेत्र ६२.६ चौमी मिळून एकूण क्षेत्र १२१९.२चौमी नभूक्र३१६ मध्ये सामिल करून नभूक्र ३१६चे क्षेत्र ४७६९.००चौमी दाखल केले व प्रस्तुत मिळकत पत्रिकेवरील इमला मालक व पट्टेदार यांचीनावे व त्यांचे क्षेत्रनभूक्र३१६ या मिळकत पत्रिकेवर दाखल करून नभूक्र३१६/१ते८६, ३१७, ३१७/१ते८७ या मिळकत पत्रिका सामिलीकरणाने रद्द केल्या त्यानंतर पोटविभाजनाची कार्यवाही करताना नभूक्र३१६चे क्षेत्र ४७६९.००चौमी मधून ७२.५चौमीक्षेत्र कमीकरून नभूक्र ३१६लानभूक्र ३१६अ आसा शेजबदल करून३१६अचे क्षेत्र ४६९६.५चौमी कायमकेले. पोटविभाजनकांडे वर्गलेणे नभूक्र ३१६मधूनच जात असलेले नभूक्र ७२.५चौमीची नवीन स्वतंत्र मिळकतपत्रिका उघड्या त्पावरमूळ नभूक्र ३१६ प्रमाणे नावदाखल करून रीडसेटबंक अशीनोद दाखल करून सत्ता प्रकार कमीकरून नोंददाखल केलेली</p>		<p>इमला मालक नाथू बाबर क्षेत्र ३७.०चौ.मि. मनिबाई पुरुषोत्तम क्षेत्र ६७.१ चौ.मि. मोनीबाई बाबू प्रेमजी उमरेकर क्षेत्र ५६.९चौ.मि. विठ्ठल भिकाजी वझेकर क्षेत्र ७१.६ चौ.मि. सुखपनराम क्षेत्र १८.७ चौ.मि. प्यारेलाल छोटे क्षेत्र १७.९ चौ.मि. चंदन सोमा क्षेत्र १५.१ चौ.मि. विजयनाथ भगवतीप्रसाद पाठक, तारकेस्वर राजाराम उपाध्याय क्षेत्र ५६.९चौ.मि. लारया रविया क्षेत्र ७७.५चौ.मि. कन्हैयालाल सुकराज यादव क्षेत्र ३५.८चौ.मि. ममिबाई डॉंगरशी शहा क्षेत्र ५२.७ चौ.मि. कांताबाई कानजी क्षेत्र १३.६ चौ.मि. बाबू रडका क्षेत्र ४७.६ चौ.मि. बुध्या नारायण क्षेत्र १५९.२चौ.मि. रडका रविया क्षेत्र १०३.२चौ.मि. काल्या लाला दुबळा क्षेत्र १८८.१चौ.मि. कबजा लाला दुबळा क्षेत्र ३४.२ चौ.मि. पट्टेदार फिरोजशाह अरदेसर इराणी क्षेत्र २२२.३चौ.मि.</p>	<p>फेरफार क्र. सी- ०६/०१/२०१४ न.भू.अ.मा.स.</p> <p>S. Ash /12, N p. Laxi ddar mbai-4 th referen 12/03, d details 7 mbai- nished to r constructic ction 45 of owing con [THAT] BEFOE That th starting That th authorit from th Regulat That the Regulat That the per rele</p>
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 अर्ज निहाळी तारीख १७/०१/१४ कागद शुल्क ६-००
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 प्रमुख लिपीक
 नगर भूमापन अधिकारी
 मालाड

सत्य प्रतिष्ठा
 नगर भूमापन अधिकारी
 मालाड

SLUM REHABILITATION AUTHORITY

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

Intimation of Approval under Sub regulation 2.3 of Appendix - IV
of D.C.R. No. 33 (10) Dt. 15.10.97 for Brihanmumbai.

No. SRA / ENG / 2378/RS/PL/AP

7 MAR 2011

SALE BLDG. NO. 3

साक्षात्

फेरफार क्र.
सही -
०६/०१/२०१०,
न.भू.अ.माला

s. Ashray Housing,

/12, Nagarwala Colony,
op. Laxmi Narayan Shopping Centre,
Dadar Road, Malad (E),
Mumbai-400 097.

With reference to your Notice, letter No. 6830 dated 12/03/2010 and delivered
on 12/03/2010 and the plans, Sections, Specifications and Description and further particulars
and details of your building at Sale Bldg.No.3 on plot bearing CTS No.316, 316/1 to 86,
17 and 317/1 to 8 of village Malad (N) at Subhash Road, Kandivalli (W),
Mumbai.

Furnished to me under your letter, dated 12/03/2010 I have to inform you that the proposal
for construction of the building or work proposed to be erected or executed is hereby approved under
Section 45 of the Maharashtra Regional & Town Planning Act, 1966 as amended up-to-date, subject to the
following conditions :

THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL

- 1) That the Commencement Certificate as per 44/69 (1) of the MR & TP Act, Shall be obtained before starting the proposed work.
- 2) That the compound shall be constructed, after getting the plot demarcated from the concerned authority, on all sides of the plot clear of the road side drain without obstructing the flow of rain water from the adjoining holding, to prove possession of holding before starting the work as per D.C. Regulation No. 38 (27)
- 3) That the structural Engineer shall be appointed, and the Supervision memo as per Appendix XI D.C. Regulation 5(3) (ix) shall be submitted by him.
- 4) That the Structural design and calculations for the proposed work accounting for system analysis as per relevant I.S. code along with plan shall be submitted before C.C.



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7 MAR 2011

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

Your attention is drawn to the special Instructions and Notes accompanying this Intimation of Approval

[Signature]
15/2/11
Executive Engineer, (S.R.A)

SPECIAL INSTRUCTIONS

- (1) IN CASE OF PRIVATE PLOTS THIS INTIMATION OF APPROVAL GIVES NO RIGHT TO BUILD UPON LAND WHICH IS NOT YOUR PROPERTY.
- (2) Under Section 151 & 152 of M.R & T.P. Act 1966, as amended the Chief Executive Officer, Slum Rehabilitation Authority has empowered the Chief Engineer (S.R.A.) Executive Engineer (S.R.A.) to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the C.E.O. (S.R.A.) by section of the said Act.
- (3) Proposed date of commencement of work should be communicated to this office.
- (4) One more copy of the block plan should be submitted to the Collector, Mumbai Mumbai Suburbs District as the case may be.
- (5) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai / Mumbai Suburban District before the work is started. The Non agricultural assessment shall be paid at the rate 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 Approval.



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- 5) That the low lying plot shall be filled up to a reduced level of atleast 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and shall be leveled, rolled, consolidated and sloped towards road side before starting of the work.
- 6) That the regular/sanctioned /proposed lines alignment of proposed D.P. road and reservations shall be got demarcated at site through A.E. Survey/ E.E. (T & C)/E.E. (D.P.) of M.C.G.M. /D.I.L.R. before applying for C.C.
- 7) That the sanitary arrangement shall be carried out as per M.C.G.M. specifications and drainage layout shall be submitted and got approved before C.C.
- 8) That the existing structures proposed to be demolished shall be demolished with necessary phase programme with agreement of affected slum dweller shall be submitted and got approved before C.C.
- 9) That the Registered site supervisor through Architects/Structural Engineer shall be appointed before applying for C.C. & quarterly report from the site supervisor shall be submitted through the Architect/Structural Engineer certifying the quality of the construction work carried out at various stages of the work or whenever demanded by the Executive Engineer (SRA).
- 10) That the requisite premiums/ deposits as per Circular No.7 vide SRA/1372/dated 25-11-97 etc. shall be paid before C.C.
- 11) That you shall submit layout and get the same approved before obtaining CC of the 1st rehab bldg. and conditions thereof will be done before occupation of the building.
- 12) That the conditions of Letter of Intent shall be complied with at appropriate stage i.e. before C.C./Further C.C./Occupation.
- 13) That no construction work shall be allowed to start on the site unless labour insurance is taken out for the concerned labours to cover the compensation. The compliance of same shall be intimated to this office.

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- 14) That the Indemnity bond indemnifying the CEO (S.R.A.) and his staff for ownership damages, risks, accidents, etc. shall be submitted. An registered undertaking regarding no nuisance caused to the occupiers shall also be submitted before requesting C.C./starting of work.
- 15) That the development charges as per MRTP Act amended upto date shall be paid before issue of C.C.
- 16) That the Registered undertaking shall be submitted alongwith plan for agreeing to hand over the setback land/D.P. road free compensation and that the handing over certificate for the same shall be obtained from concerned Assistant Commissioner/District Department of M.C.G.M. and that the ownership of the setback land/D.P. road will be transferred in the name of M.C.G.M. before requesting C.C. of last 25% development in the S.R. Scheme.
- 17) That the Reg. u/t. in prescribed Proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall be submitted before C.C.
- 18) That the Registered Undertaking from the Developer as well as Society shall be submitted for the following
 - i) Not misusing cover pocket terrace.
 - ii) Not misusing part stilt.
 - iii) Meter room
 - iv) Society office
 - v) MTNL Room
 - vi) Podium area/parking area
 - vii) Space for fitness centre
 - viii) Elevation treatment
 - ix) Refuge area
 - x) D.G. Set Room
 - xi) Letter Box Room
 - Elevated Physical R.G.
 - Service Floor
 - Entrance Lobby

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- 19) That you shall appoint Third Party Quality Auditor with prior approval of Dy.Ch.Eng. (S.R.A.) / E.E. (S.R.A.) for supervision of S.R. Scheme.
- 20) That you shall appoint the Project Management Consultant with prior approval of Dy.Ch.Eng. (S.R.A.) / E.E. (S.R.A.) for the scheme and P.M.C. shall submit quarterly progress report to the Slum Rehabilitation Authority during the progress of the work.
- 21) That you shall pay maintenance deposit at the rate of 20,000/- per tenement as decided by the authority from time to time. The infrastructure charges at the rate of Rs. 560/- per sq.mt. shall be paid.
- 22) That you shall submit the NOCs/remarks before requesting for C.C. and the requisition shall be complied with before occupation certificate/B.C.C., as applicable from the following concerned authority.
 - (1) A.A.& C Ward
 - (2) H.E.
 - (3) C.F.O.
 - (4) Tree Authority,
 - (5) Dy. Ch. Eng.(SWD)
 - (6) Dy. Ch.E.(S.P.) (P & D)
 - (7) Dy.Ch.Eng. (Roads)
 - (8) P.C.O.
 - (9) M.T.N.L. - Mumbai
 - (10) E.E. (R.W.H.) of M.C.G.M.
- 23) That you shall submit the phasewise programme for development of infrastructure works, reservations, amenities, etc. in the layout while approving the layout and same shall be developed accordingly.
- 24) That you shall submit an Indemnity Bond thereby indemnifying SRA & its officers from any litigation arising therof in future due to the ownership dispute of the plot under reference.
- 25) That you shall not reduce front open space less than 2.5 mtr. at any floor level due to proposed elevation features.
- 26) That the requisition of regulation no. 45 & 46 of D.C. Regulations 1991, amended upto date shall be complied and records of quality of work, verification report etc. shall be maintained at site till completion of the entire work.



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- 27) That you shall submit the P.R. Card with area mentioned in words duly certified by Superintendent of Land Records for amalgamated/sub-divided plots before obtaining C.C. for last 25% of built up area.
- 28) That you shall get the plot boundaries demarcated from City Survey Officer (SRA) before starting the work as per Regulation No. 38 (27) of D.C. Regulations 1991, prior to commencing the building work and the compound wall shall be constructed on all sides of the plot clear of the road side drain without obstructing flow of rain water from adjoining holding, to prove possession of holding in phase programme as per removal/cleaning of structures on plot before requesting C.C of composite building.
- 29) That you shall submit structural design and submitted by structural consultant on record shall be got vetted from the registered structural consultant before issuing plinth C.C. of rehab building.
- 30) That you shall submit the remarks from E.E. (T & C)/E.E.(D.P.) of MCGM, regarding handing over of parking lots/D.P. reservation.
- 31) That the structural design considering the provision of seismic/wind load or calculations for the proposed work will be submitted before requesting for C.C.
- 32) That the P.C.O. charges shall be paid to Insecticide officer before requesting for C.C. for providing treatment at construction site to prevent epidemics like Dengue, Malaria etc. of concerned ward of M.C.G.M. and provision shall 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 be complied with.
- 33) That the proportionate sewer line charges as worked out by Dy.Ch.Eng. (Sewerage Planning) shall be paid in that office of M.C.G.M. before requesting for C.C.

That the Registered undertaking shall be submitted for payment of difference in premium paid and calculated as per revised land rates.

That the building shall 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 be submitted from Structural Engineer before requesting for C.C.



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- 36) That the soil investigation shall be done and report thereof shall be submitted with structural design and calculation before requesting for C.C.
 - 37) That you shall submit parking layout from E.E.(T & C).
 - 38) That the requirement of regulation no. 40 & 41 of D.C. Regulation 1991 amended upto date shall be incorporated in proposed plan and requirements shall be complied with before submitting B.C.C.
 - 39) That the N.O.C. from MOEF for proposed development shall be submitted before starting of work and conditions therein shall be complied with before plinth C.C. of sale bldg. no.3
 - 40) That the society of slum dwellers shall be got registered.
 - 41) That you shall submit the specific NOC from H.E. dept. of MCGM & CFO NOC for swimming pool
 - 42) That you shall submit Registered Undertaking regarding any changes proposed by High Rise Committee will be done by amending plans at developers risk & costs.

B. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE: -

- 1) That a plan showing the dimensions of the plinth and the available open spaces certified by the Architect shall be submitted and the same shall be got checked by this office staff.
- 2) That the stability certificate for work carried out upto plinth level/stilt level shall be submitted from the Lic. Structural Engineer.
- 3) That the quality of construction work of bldg. shall be strictly monitored by concerned Architect, Site supervisor, Structural Engineer, Third Party Quality Auditor and periodical report, stage wise on quality of work carried out shall be submitted by Architect with test result.
- 4) That the minimum plinth height shall be 30 cm above the surrounding ground level or in areas subject to flooding the height of plinth shall be at least 60 cm above the high plinth level.
- 5) That the remarks of electric supply company shall be submitted before requesting C.C. for further C.C..



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- 6) That the N.O.C. from Civil Aviation Department shall be submitted in this office for the proposed height of the building. 9)
- 7) That you shall submit the P.R. Card area mentioned in words duly certified by superintendent of land Records for amalgamated/sub-divided plots before obtaining C.C. for last 25% of BUA. 10)
- 8) That you shall submit NOC from High Rise Committee before asking C.C. beyond 70 mtr. 11)
- C. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE GRANTING O.C. TO ANY PART OF THE PROPOSED BUILDING.** 12)
- 1) That some of the drains shall be laid internally with C.I. pipes. 13)
- 2) That the specifications for layout access/D.P. Road/setback land shall be obtained from E.E. (Road construction) & E.E. (SWD) & or access/setback road shall be constructed in W.B.M./before starting the construction work and the access and setback land shall be developed accordingly including providing streetlights and S.W.D. The completion certificate shall be obtained from E.E. (R.C.)/E.E. (SWD) E.E. (T&C) before submitting building completion certificate. 14)
- 3) That the dustbin shall be provided as per requirement of this office. 15)
- 4) That carriage entrance over existing SWD shall be provided and compensation for same shall be paid before requesting occupation. 16)
- 5) That the surface drainage arrangement shall be provided in consultation with E.E. (SWD) or as per his remarks and a completion certificate shall be obtained and submitted before applying for occupation certificate/B.C.C. 17)
- 6) That the requirements from the M.T.N.L./ Reliance Energy /concerned electric Supply Co. shall be obtained and complied with before asking occupation permission. 18)
- 7) That the Architect shall submit the debris removal certificate before requesting for occupation permission. 19)
- That 3.05 meter wide paved pathway up to staircase shall be provided. 20)
- 21)



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- 9) That the surrounding open spaces, parking spaces and terrace shall be kept open and unbuilt upon and shall be levelled and developed before requesting to grant permission to occupy the building or submitted the B.C.C. whichever is earlier.
- 10) That the name plate/board showing Plot No., Name of the Bldg. etc. shall be displayed at a prominent place.
- 11) That the completion certificate of E.E.T.C. & E.E. (SWD) of MCGM shall be obtained & submitted before applying for occupation/B.C.C.
- 12) That the N.O.C. from Inspector of Lifts, P.W.D. Maharashtra, shall be obtained and submitted to this office.
- 13) That the drainage completion Certificate from E.E. (S.P.) (P & D) for provision of septic tank/soak pit shall be submitted.
- 14) All the conditions of Letter of Intent shall be complied with before asking for occupation certificate of sale/composite building.
- 15) That the laminated stability Certificate from Structural Engineer in prescribed Performa 'D' along with the final plan mounted canvas should be submitted.
- 16) The laminated Building Completion Certificate in prescribed Performa certifying work carried out as per specification shall be submitted.
- 17) That the single P.R. cards for the amalgamated plot shall be submitted before requesting for occupation/before requesting development beyond 75% BUA in the S.R. Scheme.
- 18) That layout R.G. shall be developed as per provisions of D.C. Regulations, 1991 amended upto date.
- 19) That the N.O.C. from the A.A. & C. R/S Ward shall be obtained and the requisitions, if any shall be complied with before O.C.C.
- 20) That extra water and sewerage charges shall be paid to A.E.W.W. R/S Ward of M.C.G.M. before O.C.C
- 21) That the D.P. Reservation/ D.P. Road/ set back shall be developed as per Municipal Specification & handed over to MCGM and shall be transferred in the name of MCGM, a certificate to that effect shall be submitted from concerned authority.



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- 22) That the list of slum dweller to be accommodated in the building shall be submitted in duplicate before submitting BCC.
- 23) That completion certificate from C.F.O. shall be submitted.
- 24) That the provision of Rain Water Harvesting as per the design prepared by the approved consultants in the field shall be made before asking occupation of sale/composite building.
- 25) That you shall submit P.R. Card and CTS plan thereby clearly earmarking the rehab plot and sale plot and built up area as per the approved layout.
- 26) That terraces, sanitary blocks, nahanis in kitchen shall be made water proof and the same will be provided by method of ponding and all sanitary connections shall be made leak proof and smoke test shall be done.
- 27) That the site supervisors laminated certificate for quality of work and completion of work shall be submitted.
- 28) That you shall submit separate P.R. Card in words for the buildable & non buildable reservation in the name of MCGM.
- 29) That you shall submit the conveyance deed for rehab component and sale component or composite component before obtaining occupation certificates, respectively.
- 30) That you shall submit the registered undertaking that the developer will hand over the fitness centre to the registered CHS of sale building.
- 31) That the society shall be got registered before OCC.
- 32) That you shall submit completion from manufacture of rote ring system tower car parking.

D. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE B.C.C.

- 1) That certificate under Section 270A of B.M.C. Act. shall be obtained from H.E.'s department regarding adequacy of water supply.

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building

NOTES:

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

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 Executive Engineer -II
 Slum Rehabilitation Authority



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- (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 of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional materials shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted alongwith the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the hoarding is constructed and application is made to the Ward Officer of M.C.G.M. with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer of M.C.G.M. or his representative in wards of M.C.G.M. at least 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 presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks, metal, sand, preps, debris etc. should not be deposited over footpaths or public street by the owner/architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the compliance of abovesaid conditions is approved by this department.
- (9) No work should be started unless the structural design is submitted from LSE.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer (SRA) concerned and 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 of Greater Mumbai will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division/Amalgamation under No. _____ should be adhered to and complied with.
- (13) No building/Drainage Completion Certificate will be accepted and water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the concerned Ex. Engineer of M.C.G.M. and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of concerned. Ex-Engineer of M.C.G.M. 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 broken glass pieces at the rate of 0.125 cubic metres per 10 Sq.Mtrs below pavement.

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- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of the bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures or proposed to be demolished are demolished.
- (20) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the Chief Engineer (SRA) is satisfied with the following :
 - (i) Specific plans in respect of evicting or rehusing the existing tenants on your plot stating their number and the area in occupation of each.
 - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail for the alternative accommodation in the proposed structure.
 - (iii) Plans showing the phase programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.
- (21) In case of additional floor no work should be started during monsoon which will give rise to water leakage and consequent nuisance to the tenants staying on the floor below.
- (22) The bottom of the over head storage work above the finished level of the terrace shall not be more than 1 metre.
- (23) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary, is obtained.
- (24) It is to be understood that the foundations must be excavated down to hard soil.
- (25) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (26) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing from the Chief Executive Officer of Slum Rehabilitation Authority.
- (27) All gully traps and open channel shall be provided with right fitting mosquito proof covers as per relevant I. S. specifications.
- (28) No broken bottle should be fixed over boundary walls. The prohibition refers only to broken bottles & not to the use of plain glass for coping over compound wall.
- (29) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.

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

7 MAR 2017

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

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

No. SRA/ENG/2378/RS/PL/AP

17 JUL 2012

COMMENCEMENT CERTIFICATE

SALE BLDG.NO.3

To,
M/s. Ashray Housing,
11/12, Nagarwala Colony,
Opp. Laxmi Narayan Shopping Centre,
Poddar Road, Malad (E), Mumbai-97.

Sir,

With reference to your application No. 6830 dated 12/03/2010 for Development Permission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. --- C.T.S. No. 316 * of village Malad (North) T.P.S. No. --- ward R/S situated at Subhash Road, Kandivali (W), Mumbai.

* 316/1 to 88, 317 & 317/1 to 8

The Commencement Certificate/Building Permit is granted subject to compliance of mentioned in LOI U/R No. SRA/ENG/1053/RS/PL/LOI dt. 20/10/2011 and on following conditions.

- The land vacated in consequence of endorsement of the setback line/road widening line shall form part of the Public Street.
- That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
- The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.
- This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal Zone Management plan.
- If construction is not commenced this Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
- This Certificate is liable to be revoked by the C.E.O. (SRA) if :-
(a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
(b) Any of the condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.
(c) The C.E.O. (SRA) is satisfied that the same is obtained by the applicant through fraud or misrepresentation, and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional and Town Planning Act, 1966.
- 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 SRA has appointed	
SHRI D.V. PAWAR	
Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.	
This C.C. is granted for work up to	
2014	



For and on behalf of Local Authority
Slum Rehabilitation Authority

Executive Engineer (SRA) - II
FOR
CHIEF EXECUTIVE OFFICER
(SLUM REHABILITATION AUTHORITY)

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SRA/ENG/2378/RS/PL/AP 28 JAN 2013

This C.C. is further granted upto 15th upper floors for sale bldg. no.3 as per approved amended plans dated 02/01/2012.

[Signature] 28/1/13

Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2378/RS/PL/AP 28 FEB 2014

This C.C. is further granted upto 19th upper floors for Sale Bldg. no.3 as per approved amended plans dated 02/01/2012.

[Signature] 28/2/14

Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2378/RS/PL/AP 22 APR 2014

This C.C. is re-endorsed upto 19th upper floors of Sale Bldg. no.3. as per approved amended plans dated 19/04/2014.

[Signature] 22/4/14

Executive Engineer
Slum Rehabilitation Authority



SRA/ENG/2378/RS/PL/AP 23 APR 2014

This C.C. is further granted for full height of the Sale Bldg. No.3 i.e. Gr+21st upper floor including LMR & OHWT as per approved amended plans dated 19/04/2014.

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[Signature] 23/4/14
Executive Engineer
Slum Rehabilitation Authority

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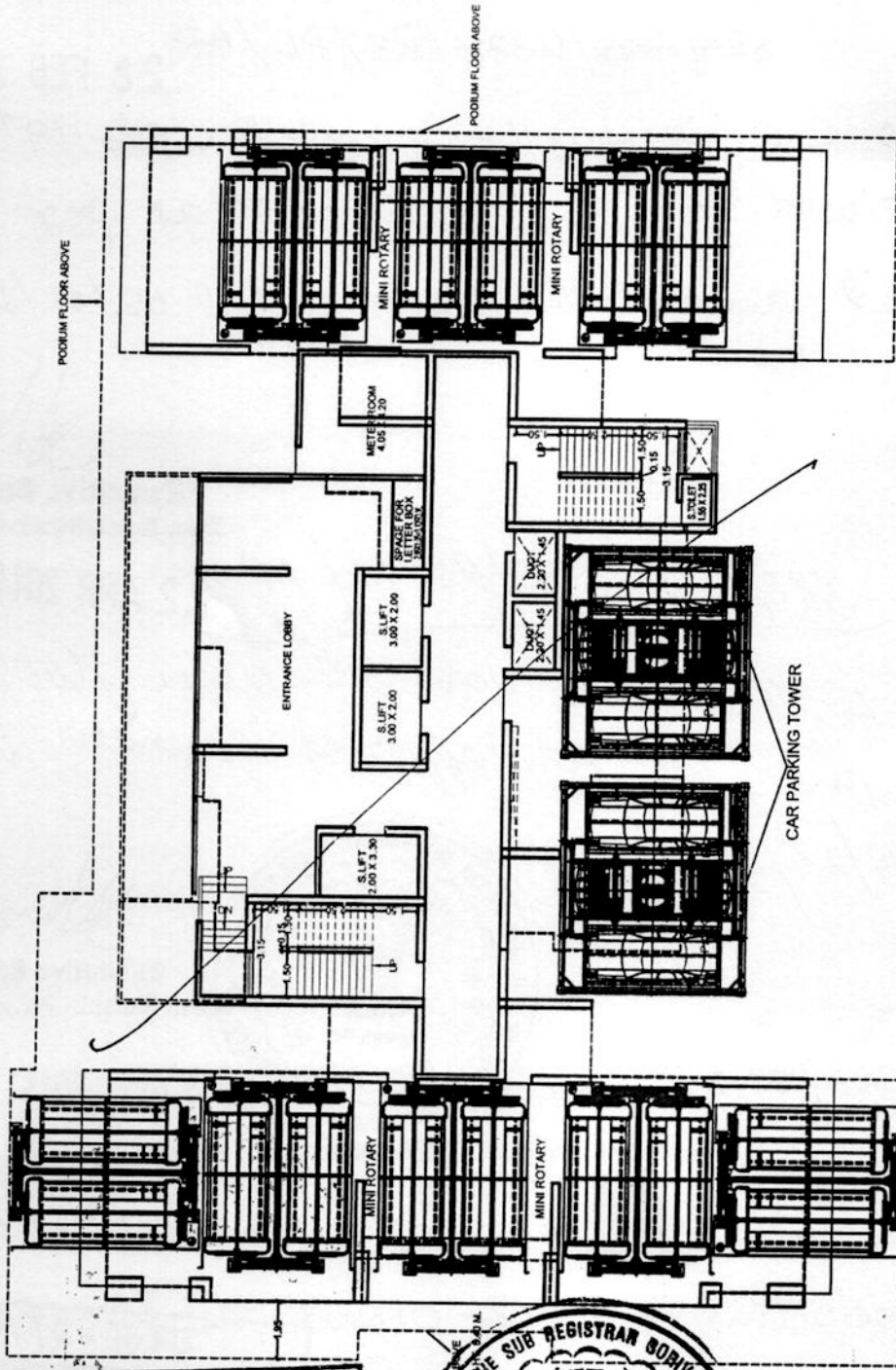
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ANNEXURE - 6



GROUND FLOOR PLAN

ARCHITECT	DESCRIPTION OF PROPERTY	M/S ASHRAY HOUSING
VISHWAS SATODIA ARCHITECT * INTERIOR DESIGNER * VALUER	PROPOSED SLUM REDEVELOPMENT OF PROPERTY BEARING C.T.S. NO. 316, 316/1 to 86 & 317, 317/1 to 8 OF VILLAGE MALAD(N)AT SUBHAS LANE, KANDIVLI (WEST), KANDIVLI, MUMBAI.	



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GROUND FLOOR PLAN

DESCRIPTION OF PROPERTY

M/S ASHRAY HOUSING

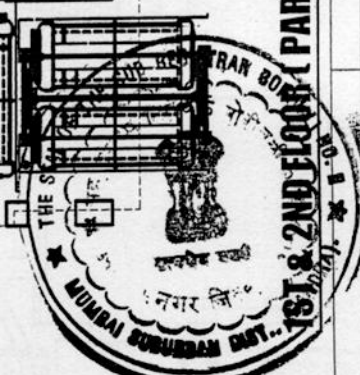
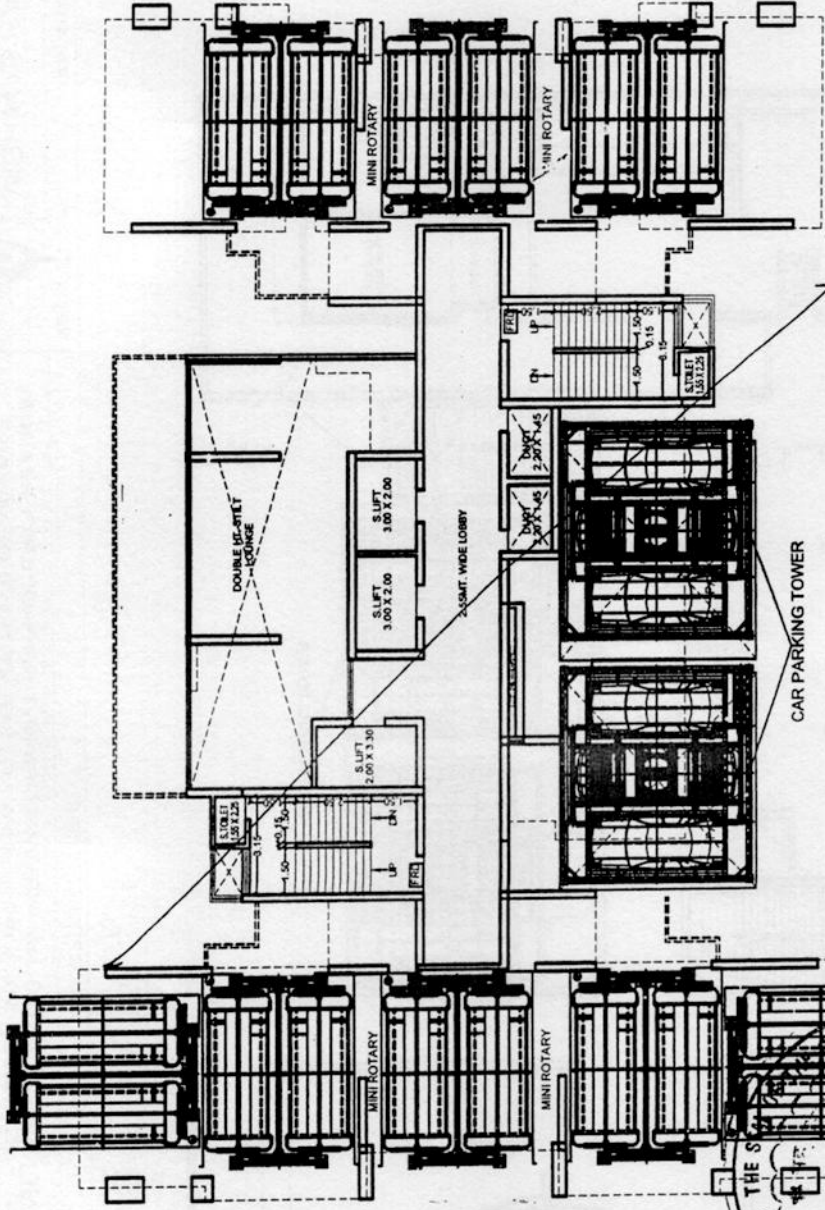
PROPOSED SLUM REDEVELOPMENT OF PROPERTY BEARING C.T.S. NO. 316, 316/ 1 to 86 & 317, 317/1 to 8 OF VILLAGE MALAD(N)AT SUBHAS LANE,KANDIVLI (WEST),KANDIVLI,MUMBAI.



ARCHITECT

VISHWAS SATODIA
ARCHITECT • INTERIOR DESIGNER • VALUER

ANNEXURE - 6

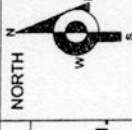


1ST & 2ND FLOOR CAR PARKING TOWER & MINI ROTARY

DESCRIPTION OF PROPERTY

M/S ASHRAY HOUSING

PROPOSED SLUM REDEVELOPMENT OF PROPERTY BEARING C.T.S. NO. 316, 316/ 1 to 86 & 317, 317/1 to 8 OF VILLAGE MALAD(N)AT SUBHAS LANE,KANDIVLI (WEST),KANDIVLI,MUMBAI.



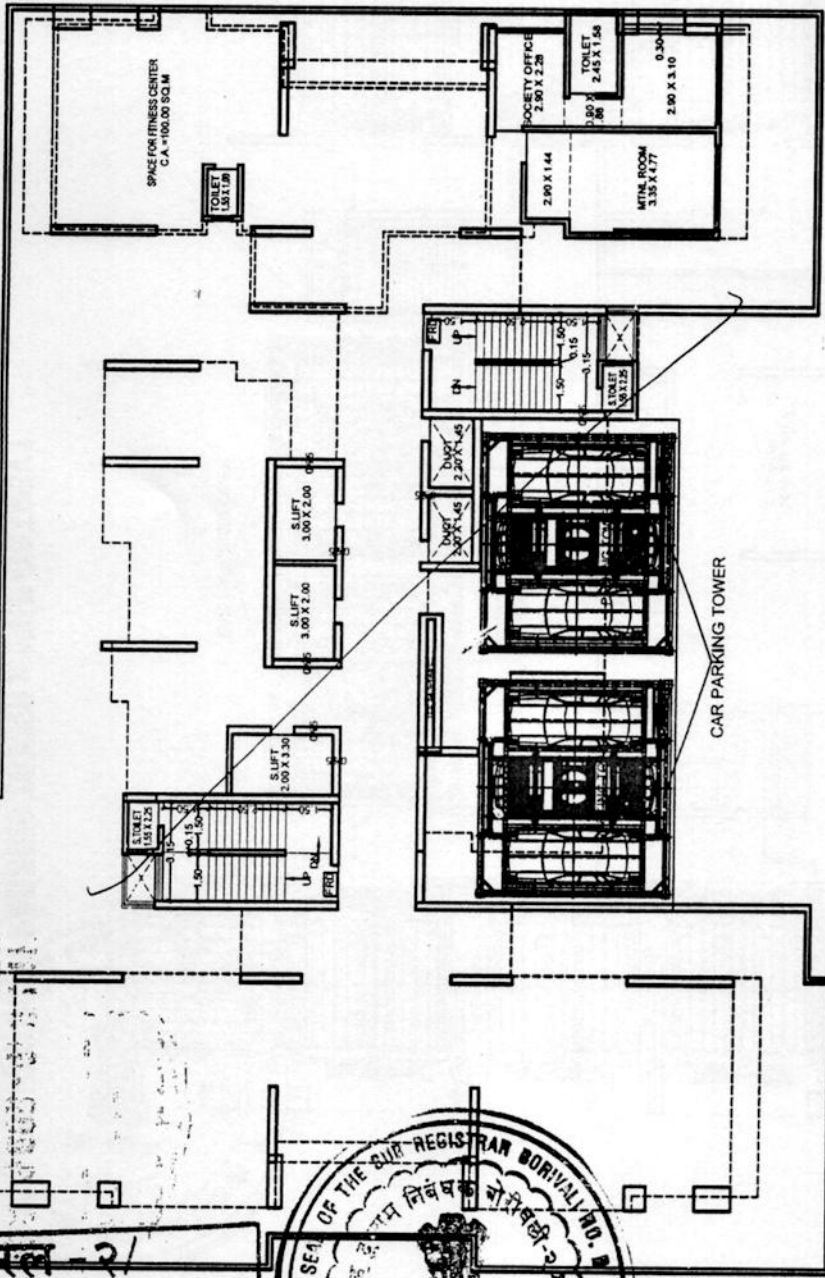
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VISHWAS SATODIA
ARCHITECT • INTERIOR DESIGNER • VALUER

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ANNEXURE - 6



ARCHITECT

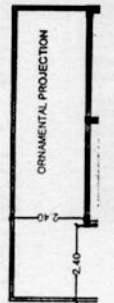
VISHWAS SATODIA
ARCHITECT * INTERIOR DESIGNER * VALUER



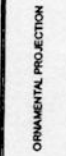
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PROPOSED SLUM REDEVELOPMENT OF PROPERTY BEARING
C.T.S. NO. 316, 316/ 1 to 86 & 317, 317/1 to 8 OF VILLAGE
MALAD(N)AT SUBHAS LANE, KANDIVLI (WEST), KANDIVLI, MUMBAI

3RD FLOOR PLAN

M/S ASHRAY HOUSING



FLAT NO. 402 ON 04TH FLOOR



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3RD FLOOR PLAN

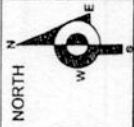
DESCRIPTION OF PROPERTY

M/S ASHRAY HOUSING

PROPOSED SLUM REDEVELOPMENT OF PROPERTY BEARING C.T.S. NO. 316, 316/1 to 86 & 317, 317/1 to 8 OF VILLAGE MALAD(N)AT SUBHAS LANE,KANDIVLI (WEST),KANDIVLI,MUMBAI

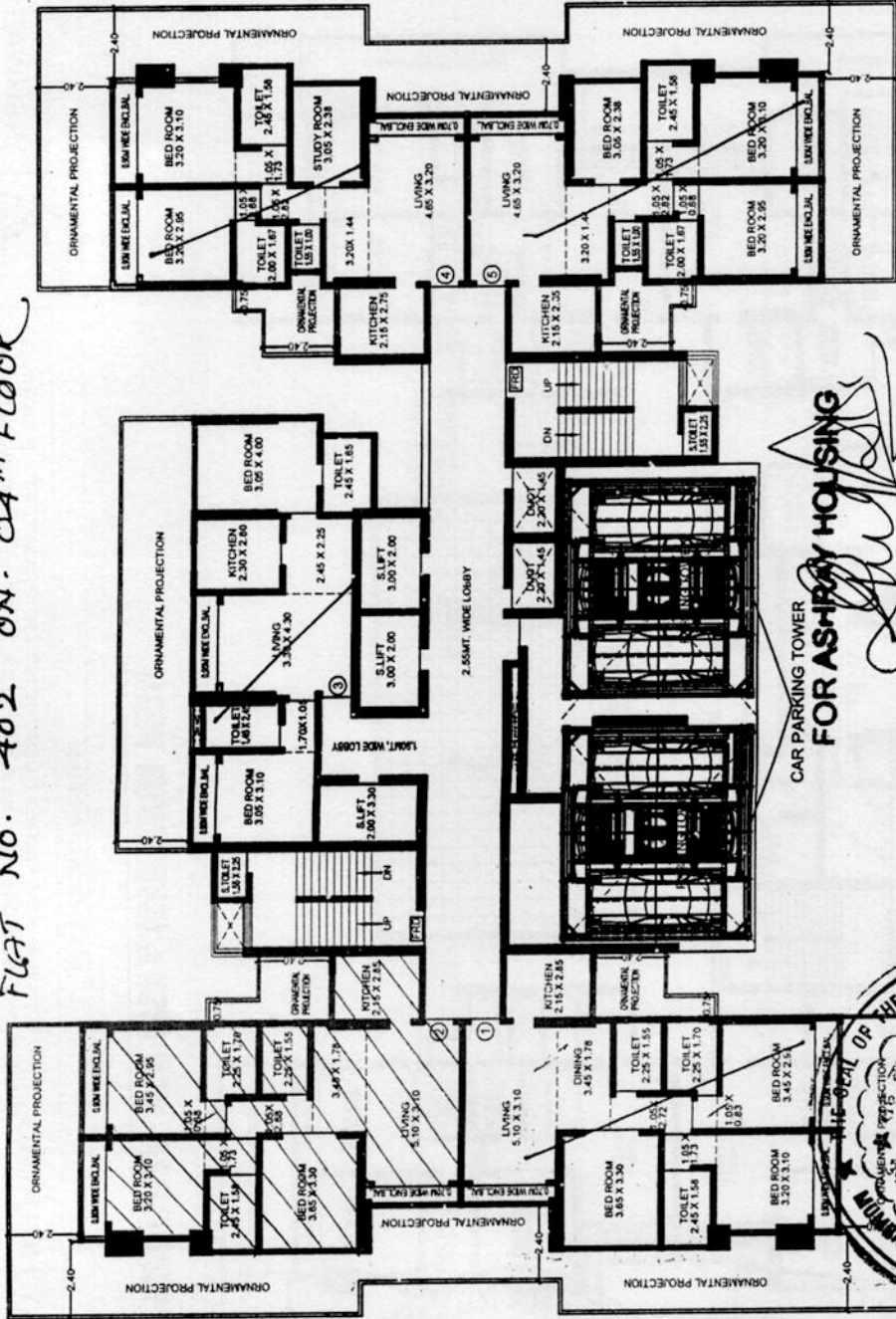
ARCHITECT

VISHWAS SATODIA
ARCHITECT * INTERIOR DESIGNER * VALUER



FLAT NO. 402 ON 04TH FLOOR

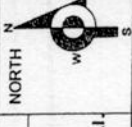
ANNEXURE - 6



FLOOR = 04TH
FLAT No. = 402

ARCHITECT

VISHWAS SATODIA
ARCHITECT * INTERIOR DESIGNER * VALUER



DESCRIPTION OF PROPERTY

PROPOSED SLUM REDEVELOPMENT OF PROPERTY BEARING C.T.S. NO. 316, 316/1 to 86 & 317, 317/1 to 8 OF VILLAGE MALAD(N)AT SUBHAS LANE,KANDIVLI (WEST),KANDIVLI,MUMBAI

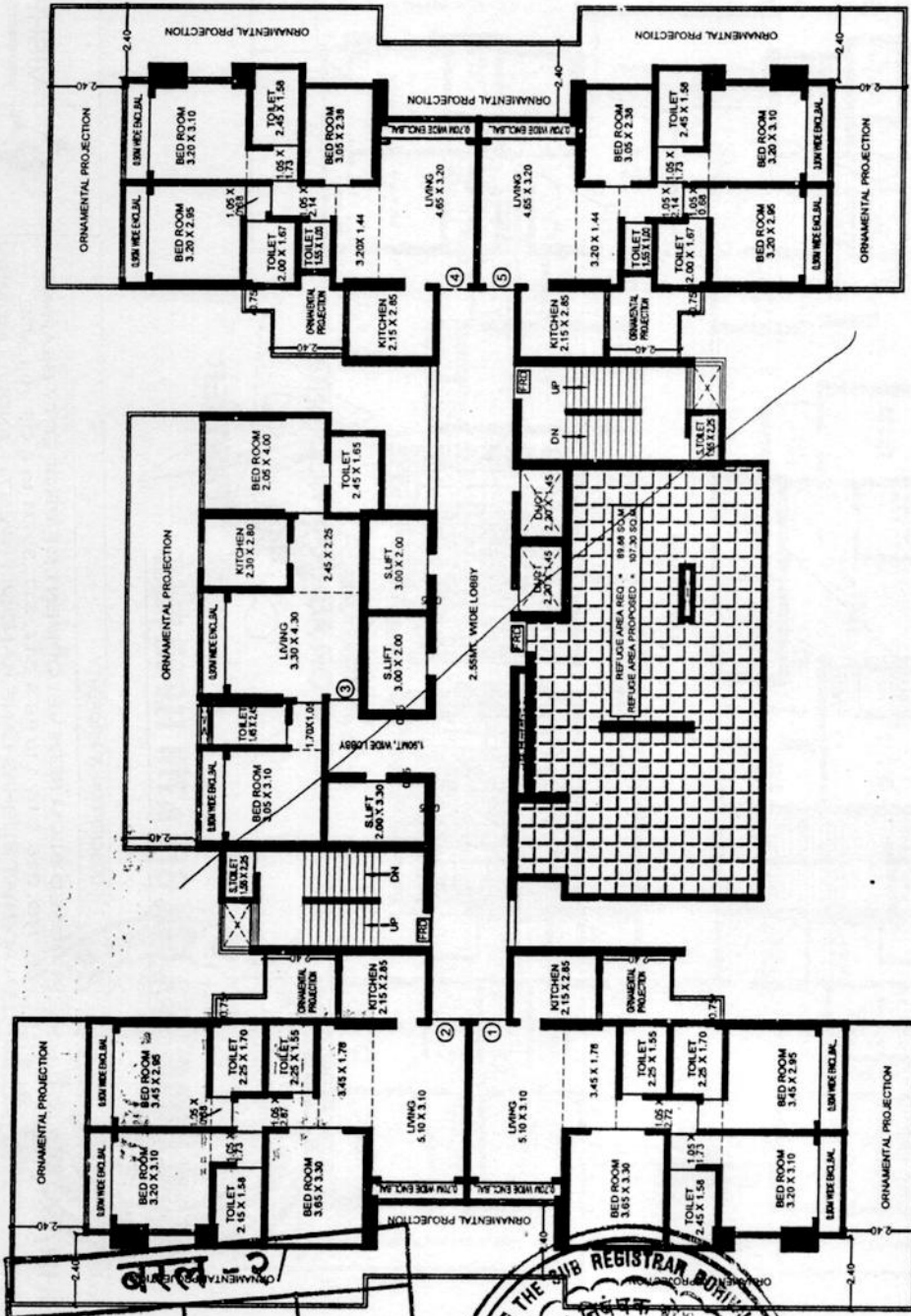
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ANNEXURE - 6



TYPICAL FLOOR - 8TH, 13TH & 18TH FLOOR PLAN

FLOOR No. =	ARCHITECT
NORTH	
DEVELOPER	DESCRIPTION OF PROPERTY
M/S ASHRAY HOUSING	PROPOSED SLUM REDEVELOPMENT OF PROPERTY BEARING C.T.S. NO. 316, 316/1 to 86 & 317, 317/1 to 8 OF VILLAGE MALAD(N)AT SUBHAS LANE, KANDIVLI (WEST), KANDIVLI, MUMBAI.
2829 68908 2084	<p>VISHWAS SATODIA ARCHITECT • INTERIOR DESIGNER • VALUER</p>



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FLOOR = _____
 FLAT No. = _____
 ARCHITECT

VISHWAS SATODIA
 ARCHITECT • INTERIOR DESIGNER • VALUER

DEVELOPER

M/S ASHRAY HOUSING

DESCRIPTION OF PROPERTY

PROPOSED SLUM REDEVELOPMENT OF PROPERTY BEARING
 C.T.S. NO. 316, 316/1 to 86 & 317, 317/1 to 8 OF VILLAGE
 MALAD(N)AT SUBHAS LANE, KANDIVLI (WEST), KANDIVLI, MUMBAI.

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 ARCHITECT

VISHWAS SATODIA
 ARCHITECT • INTERIOR DESIGNER • VALUER

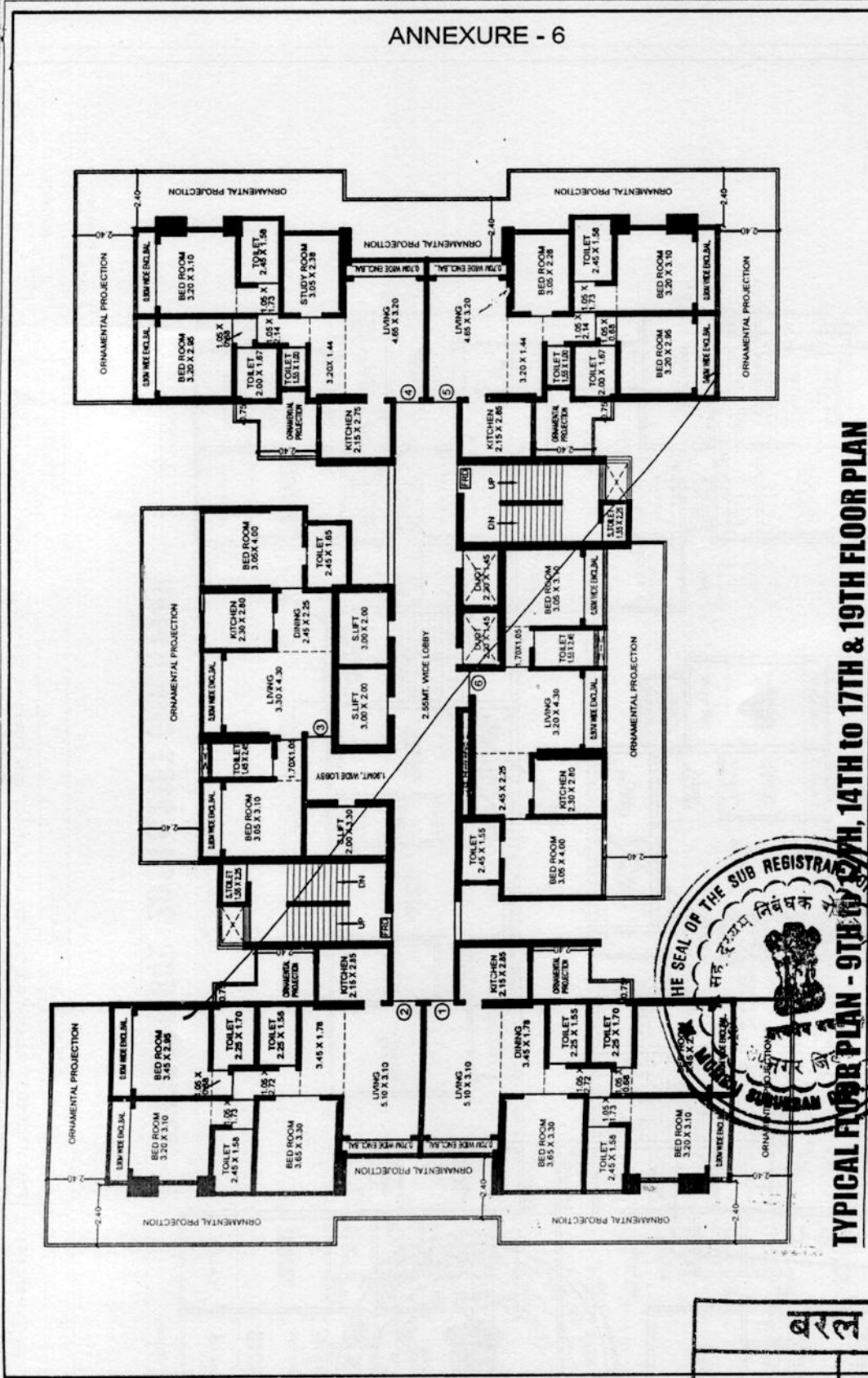
DEVELOPER

M/S ASHRAY HOUSING

DESCRIPTION OF PROPERTY

PROPOSED SLUM REDEVELOPMENT OF PROPERTY BEARING
 C.T.S. NO. 316, 316/1 to 86 & 317, 317/1 to 8 OF VILLAGE
 MALAD(N)AT SUBHAS LANE, KANDIVLI (WEST), KANDIVLI, MUMBAI.

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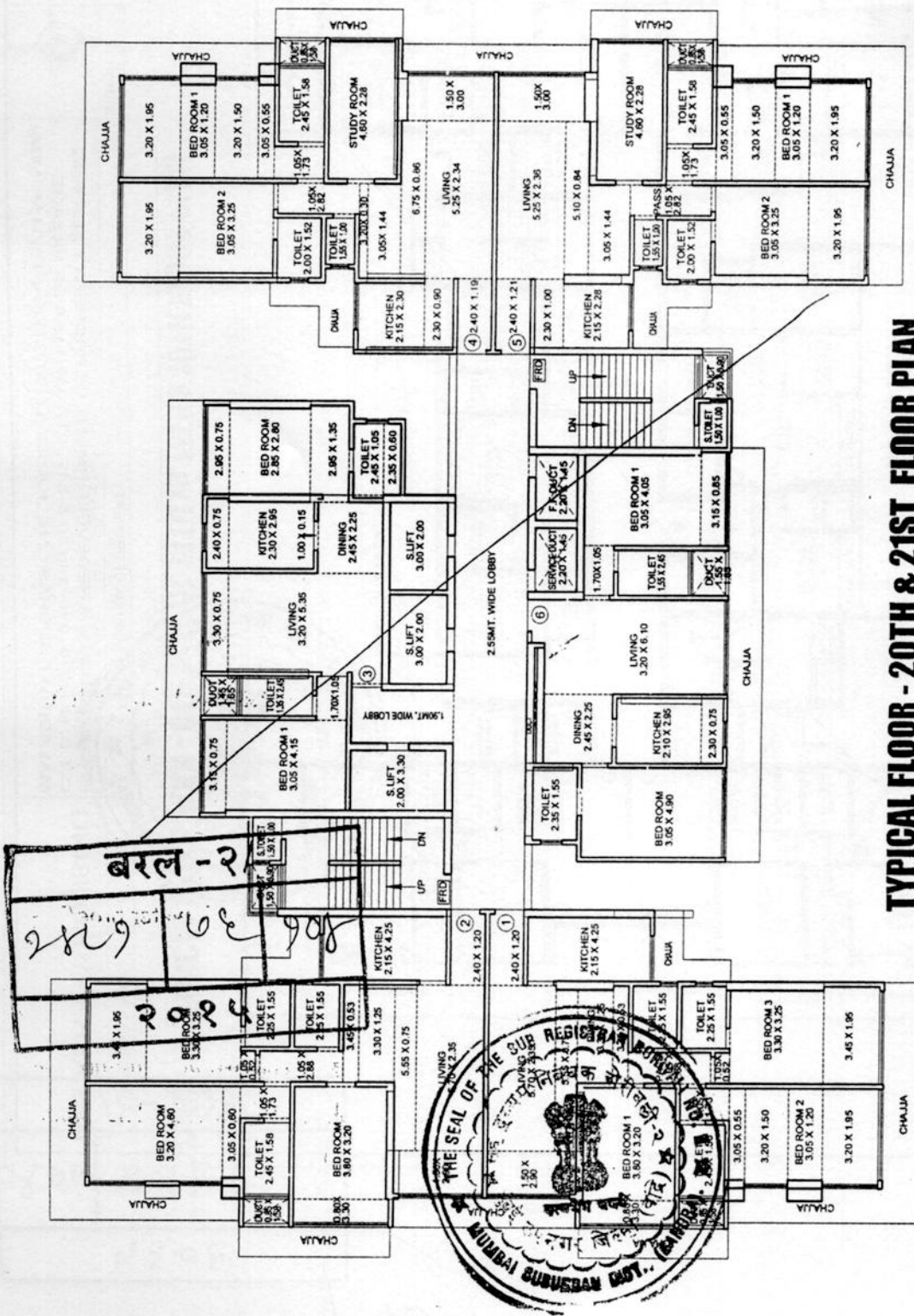


TYPICAL FLOOR PLAN - 17TH & 19TH FLOOR PLAN



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K. S. Shah



TYPICAL FLOOR - 20TH & 21ST FLOOR PLAN

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DEVELOPER	DESCRIPTION OF PROPERTY	ARCHITECT
M/S ASHRAY HOUSING	PROPOSED SLUM REDEVELOPMENT OF PROPERTY BEARING C.T.S. NO. 316, 316/1 to 86 & 317, 317/1 to 8 OF VILLAGE	VISHWAS SATODIA
DOORS:	PAINTING	FLOORIN
1.	PLASTER	BUILDING
2.	LIST OF A	FLOORIN

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ARCHITECT

DESCRIPTION OF PROPERTY

DEVELOPER

ANNEXURE "7"

LIST OF AMENITIES OF RESIDENTIAL BUILDING

BUILDING: The building will be of R.C.C. frame structure with internal & external walls made of brick / block work.

FLOORING / TILING:

1. Vitrified tiles flooring with same skirting will be provided in the living room, dining room, bed rooms, passage & kitchen.
2. Ceramic tiles will be provided in bathroom up to door height, in each bathroom.
3. Granite platform with stainless steel sink and ceramic tiles upto beam height will be provided in kitchen on all the walls.
4. Ceramic/vitrified tiles will be provided in Lift lobby & / Kota / Marble flooring will be provided on the steps.

PAINTING:

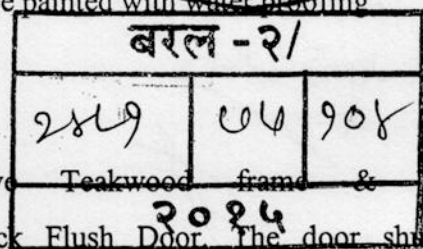
1. Internal walls will be painted in first quality luster / plastic paint.
2. External walls will be painted with long lasting paint. Staircase & lobby will be finished with first quality cement base paint.

PLASTERING:

1. External walls will have sand face plaster & will be painted with water proofing mix.

DOORS:

1. **MAIN DOOR:** Main door will have Teakwood frame & Hot Pressed, Phenol Bounded, 45 to 50mm thick Flush Door. The door shutter will be laminated on both the sides. The door will have number plate, name plate, Eyepiece, internal Aldrop, Night Latch, Safety Chain & Tower Bolt, door bell.
2. **KITCHEN & BED ROOM DOOR:** The Door frame of the kitchen will be made of marble and the door frame of the bed room will be made of Teak Wood & painted in Enamel or Polished. Both door shutters will be of hot pressed, Phenol Bonded 35 mm thick Flush Door. This will be laminated on both sides. The door will have (Mortise Locks), Tower Bolt etc.



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FLOOR = _____
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 ARCHITECT
VISHWAS SATODIA
 NORTH
 DESCRIPTION OF PROPERTY
 PROPOSED SLUM REDEVELOPMENT OF PROPERTY BEARING
 C.T.S. NO. 316, 317, 318 & 317, 317/1 to 9 OF VILLAGE
 DEVELOPER
M/S ASHRAY HOUSING

3. **BATHROOM DOOR:** The Bathroom door frame will be made of marble & painted in enamel or polished. The Bathroom door shutter will be hot Pressed, phenolic bounded door will be laminated on both sides & it will be lockable from inside.

4 **WINDOW :** All windows and louvers will be of powder coated/ Anodized Aluminum all windows will be provided 4/5 mm float glass tinted & sliding.

COMMON AND GENERAL AMENITIES:

1. Each flat will be provided with adequate light and fan point.
- 2 Each flat will be provided with T.V. , Telephone point and cable point in living room and Bedroom.
2. Each flat will be provided with a water purifier, exhaust fan, water heater in the Kitchen .Storage type water heater & Exhaust fan will be provided in the bathroom.
4. **Elevator** – The Building will have three elevators of reputed make.
5. Video door Phone / intercom system.
- 6 Common Fire fighting system in the building.
- 7 Refuge area.
8. Servant's Toilet on mid landing.

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पावती

Original/Duplicate

Tuesday, December 11, 2012

नोंदणी क्र.: 39M

1:35 PM

Regn.: 39M

पावती क्र.: 10401 दिनांक: 11/12/2012

गावाचे नाव: मालाड

दस्तऐवजाचा अनुक्रमांक: बरल-2-10289-2012

दस्तऐवजाचा प्रकार: पॉवर ऑफ अॅटर्नी

सादर करणाऱ्याचे नाव: मे आश्रय हौसिंग चे भागीदार रश्मीन जी रुघानी

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 300.00

पृष्ठांची संख्या: 15

एकूण:

रु. 400.00

आपणास हा दस्तऐवज अंदाजे 1:55 PM ह्या वेळेस मिळेल आणि सोबत थंबनेल प्रत व CD घ्यावी.

सह दु.नि.का-बोरीवली-2

बाजार मूल्य: रु.0/-

भरलेले मुद्रांक शुल्क: रु. 500/-

मोबदला रु.1/-

सह दुय्यम निबंधक बोरीवली-२,

सुबड उपनगर जिल्हा.

1) देयकाचा प्रकार: By Cash रक्कम: रु 100/-

2) देयकाचा प्रकार: By Cash रक्कम: रु 300/-

REGISTERED ORIGINAL DOCUMENT

DELIVERED ON: 20/12/12



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२०१५		

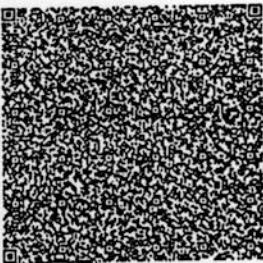
INDIA NON JUDICIAL
Government of Maharashtra

e-Stamp

Issued by: *Jay*
Stock Holding Corporation of India Ltd.
Location: BORIVALI
Signature: *Jay*
Details can be verified at www.shcile.com

SHCIL
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Certificate No.	: IN-MH11912522073797K
Certificate Issued Date	: 19-Oct-2012 03:50 PM +5
Account Reference	: SHCIL(Fin)Amshoj01/BORIVALI/ MH-MSU
Unique Doc. Reference	: SUBINMHMSH01LC112746711712295K
Purchased by	: MESSERS ASHRAY HOUSING
Description of Document	: Article 48 Power of Attorney
Description	: PROPERTY BEARING CTS NO 316 316/1 TO 86 AND 317 317/1 8 VILLAGE MALAD NORTH MUMBAI
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MESSERS ASHRAY HOUSING
Second Party	: VIJAYKUMAR AND COMPANY
Stamp Duty Paid By	: MESSERS ASHRAY HOUSING
Stamp Duty Amount (Rs.)	: 500 (Five Hundred only)



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Please write or type below this line.....

POWER OF ATTORNEY

Dated: 11/12/2012



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Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The details of all the ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"

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Stamp Duty Purchased By M/S. Ashray Housing		Stamp Duty Paid by <input checked="" type="checkbox"/> 1st Party <input type="checkbox"/> 2nd Party
Stamp Duty Amount ₹ 500/-	Type of Payment <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> DD. <input type="checkbox"/> Pay-Order <input type="checkbox"/> NEFT <input type="checkbox"/> RTGS <input type="checkbox"/> Account to Account Transfer	Date: 11/10/2012
Cheque/ DD/ PO/ UTR/ REF/Account No.	Bank Name	Branch Name
Counter Signature with Seal		



Stamp
position of India
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filed at www.shcites

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POWER OF ATTORNEY

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TO ALL TO WHOM THESE PRESENTS SHALL COME, We (i) Rashmin G. Rughani and (ii) Bharat G. Rughani partner/s of M/s. **Ashray Housing** having office address at 11/12, Nagarwala Colony, Opp. Laxminarayan Shopping Centre, Poddar Road, Malad (E), Mumbai 400 097 **SEND GREETINGS;**

R. G. Rughani

बरल - २/ IV	
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38 (SROs).

WHEREAS: -

- (i) M/s. Ashray Housing a Partnership firm is the/Promoter of the property Bearing C.T.S. No. 316, 316/1 to 86 and 317, 317/1 to 8 lying, being and situate at Village Malad (North), Taluka Borivali in the registration sub district and district of Mumbai City and Mumbai Suburban (hereinafter referred to as the said Property).
- (ii) M/s. Ashray Housing are developing the said Property under the Slum Rehabilitation Scheme and constructing the rehab and sale buildings on the said Property;
- (iii) Due to exigencies of work we the partners of M/s. Ashray Housing are not in position to attend for registration of the documents of flats/ shops/ premises/ garages/ premises/ parking Spaces sold to prospective Purchaser of the said Building, therefore it is for this reason on my/our behalf and for the purpose/s more particularly recorded as under.
- (iv) We are intending to execute various documents including Agreement for Sale, Sale Deed, Conveyance, Assignment, Affidavits, Declaration, Rectifications, Confirmations, Supplementary Agreement, Modification Deed, Cancellation Deed, Deed of Surrender, Deed of Lease etc in favour of the Firm above referred and on behalf of the said Firm in favour of any third party,

respective Purchasers. We are required to register the above said documents by us at the office of joint sub-registrars, in and around Mumbai.

WE ALL THESE WITNESSETH that I/We (i) **Rashmi G. Rughani and (ii) Bharat G. Rughani** partners of M/s Ashray Housing are therefore, desiring to appoint jointly and/or severally hereby nominate, constitute and appoint **VIJAYKUMAR & CO.**, having address at Krishna Palace, W.E. Highway, Asha Nagar, Kandivali (East),

Number 409/101 through it's employees, jointly or severally **1. MR. VIVEK KADAM 2. MS. SUJATA PANT** both adults Indian Inhabitants of



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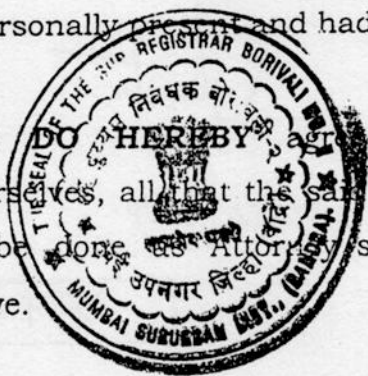
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Mumbai working address at VIJAYKUMAR & CO., Krishna Palace, W.E. Highway, Asha Nagar, Kandivali (East), Mumbai 400 101 hereinafter collectively referred to as ("the said Attorneys") as our true and lawful Attorney for us and on our behalf to do all of any of the acts, matters and things and to exercise all or any of the power and authorities hereby that is to say:-

1. To present and lodge for registration and to admit execution of any Agreement for Sale, Sale Deed, Deed of Rectification, Deed of Confirmation, Deed of Cancellation, Undertaking, Indemnity, Affidavits, Supplementary Agreement, etc., or any other relevant document executed by us before the Sub-registrar of Assurances at Goregaon/Borivali or any other authority appointed under the Indian Registration Act for the time being in force in India having jurisdiction in respect of the Units/Flat/ Shops/ Premises/ Garages/ parking Spaces sold by the aforementioned Company/Partnership Firms to the prospective Purchasers for effecting and completing the Registration thereof in accordance with Law in respect thereof.
2. **AND GENERALLY** to do perform and execute all acts, deeds, matters, documents and things relating to registration of the aforesaid documents and for the purpose aforesaid of fully and effectually completing the admission, registration of the said Units/Flat/ Shop/ Premises/ garage/ Parking Space as if I/we was personally present and had done, executed and performed

AND WE DO HEREBY to ratify and confirm for myself/ourselves, all that the said Attorney/s shall lawfully do or cause to be done as Attorneys to the matters as specified hereinabove.



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IN WITNESS WHEREOF I/we have subscribed our hands to this document on this 4th day of DEC 2012

SIGNED AND DELIVERED

By the within named Executant

1) Mr. Rashmin G. Rughani

} For ASHRAY HOUSING
}
}
} Partner


2) Mr. Bharat G. Rughani

Partners of

M/s . Ashray Housing

In the presence of:

} For ASHRAY HOUSING
}
}
} Partner

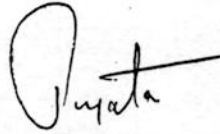
1. 

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ACCEPTED BY US



MR. VIVEK KADAM



MS. SUJATA PANT



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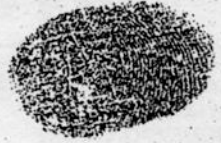
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NAME

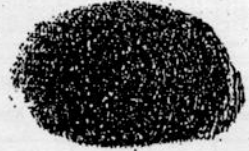
PHOTO

L.T.I.

1) Mr. Rashmin G. Ruhgani



2) Mr. Bharat G. Rughani
Partners of Ashray Housing



3) Mr. Vivek Kadam



4) Ms. Sujata Pant



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MTNL

महानगर टेलीफोन निगम लिमिटेड, मुंबई.

MAHANAGAR TELEPHONE NIGAM LIMITED, MUMBAI.

टेलीफोन बिल पत्रक / Telephone Bill Folio

पंजीकृत कार्यालय : जीवन भारती, टावर - 1, 12 वी मंजिल, 124, कनाट सर्कस, नई दिल्ली - 110001
Regd. office : Jeevan Bharti, Tower - 1, 12th Floor, 124, Connaught Circus, New Delhi - 110001

Name & Address : **PinSr: 38 CDMA**
ASHRAY HOUSING
11/12 NAGARWALA COLONY
PODDAR ROAD MALAD EAST
MUMBAI 400097

MUMBAI - 400097 22908672

नाम और पता : **SL: 008064**
अश्रे हाऊसिंग
11/12 नगरवाला कॉलोनी
पोददार रोड मलाड ईस्ट
मुंबई 400097

मुंबई - 400097

बिल की अवधि Billing Period	01-10-2012 से / to 31-10-2012
देय तिथि Due Date	26-11-2012
देय राशि Amount Payable	215.00



खाता संख्या Account No.	मोबाईल संख्या Mobile No.	बीजक संख्या Invoice No.	बीजक तिथि Invoice Date	श्रेणी कोड Category Code	शुल्क योजना Tariff Plan
2140185447	22908672	RNV-00468719-12	03-11-2012	PRIVATE COMPANY	PWP PAY PER SECOND PLAN
पिछला बकाया Previous Balance	प्राप्त भुगतान Payment Received	समायोजन Adjustments	वर्तमान शुल्क Current Charges		देय राशि Net Payable Amount
239.66	-136.00	0.00	111.00		= 215.00

Make ISD without ISD
Call
USA, CANADA, CHINA, HONG KONG, SINGAPORE & THAILAND

from your phone even without STD/ISD facility

Charges ₹ 2 / min

Dial '1300' instead of '00' to make ISD call to those countries
Dialing Dist. (Toll Free)

BILL PAYMENT CENTRES

- 1) Customer Service Centres at MTNL TELEPHONE Exchange
Cash only between 10:00 hrs to 20:00 hrs.
- 2) Cheque Deposits to SCB Branches, Payment Banks at all the exchanges, at SCB Branches and at all MTNL exchanges.
- 3) For ECS-Through Bill Desk: Call (022) 26109200.
- 4) To find the nearest Drop Box Location please call 1122 or no. 1502.

वर्तमान शुल्क {विस्तार} Current Charges Details	राशि {रूपये में} Amount (Rs.)
Monthly Service Charges	99.00
उपयान शुल्क Message Charges	0.00
अन्य बकाया Other Debits	0.00
अन्य क्रेडिट Other Credits	-0.24
डिस्काउंट Discounts	0.00

Call to '95' and Maharashtra / Gujarat area codes counted for LOCAL CALLS.

Payments accounted upto 31-10-2012
If previous balance is already paid, Current Charges only may be paid.
Please write Account No., Mobile / FW No., Invoice No., Invoice Date on the back of cheque.

This is computer generated bill.
No signature is required

E & O. E. Service Tax. Regn. No. AAACM0828RST001. Website : <http://mtnlmumbai.in>

CONSOLIDATED STAMP DUTY PAID BY ORDER NO. C.R.S./2012/622/Ltr. No. 204/M-1 dtd. 09.10.2012
Cheque may be drawn in favour of "MTNL MUMBAI ACCOUNT NO. 149185447"
Bill Box at all "Suburban Railway" stations Mumbai.



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01-10-2012

to
31-10-2012

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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

RASHMIN GIRDHARLAL RUGHANI
GIRDHARLAL DAYALJI RUGHANI

24/01/1968
Permanent Account Number
AABPR03020



Signature



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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ARVIND ASHOK JADHAV

ASHOK GOVIND JADHAV

30/03/1986

Permanent Account Number

AJIPJ6737G

Signature



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THE UNION OF INDIA
MAHARASHTRA STATE MOTOR DRIVING LICENCE

DL No. MH02 20090149641
Valid Till : 03-08-2029 (NT)

DOI : 04-08-2008



DLD 04-08-2011
AUTHORISATION TO DRIVE FOLLOWING CLASS
OF VEHICLES THROUGHOUT INDIA

COV DOI
LMV 04-08-2008
MCWG 04-08-2008



FORM
RULE 16 (2)

DOB : 14-12-1989 BG :

Name : KEVAL MAJWANA
S/D/W of : V. AJLAL MAJWANA
Add : G-WING, GRD FLR, SAI BABA NAGAR,
S. V. RD., BORIVALI (W), MUMBAI

PIN : 400082
Signature & ID of Issuing Authority: MH02 2011325

Keval
Signature/Thumb
Impression of Holder

23022008



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Summary1 (GoshwaraBhag-1)

मंगळवार, 11 डिसेंबर 2012 1:36 म.नं.

दस्त गोषवारा भाग-1

बरल-2

दस्त क्रमांक: 10289/2012

दस्त क्रमांक: बरल-2 /10289/2012

बाजार मुल्य: रु. 00/-

मोबदला: रु. 01/-

भरलेले मुद्रांक शुल्क: रु.500/-

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

अ. क्रं. 10289 वर दि.11-12-2012

रोजी 1:35 म.नं. वा. हजर केला.

पावती:10401

पावती दिनांक: 11/12/2012

सादरकरणाद्वारे नाव: मे आश्रय हीसिंग चे भागीदार रश्मीन जी रुधानी

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 300.00

पृष्ठांची संख्या: 15

दस्त हजर करणाऱ्याची सही:

सह दु.नि.का-बोरीवली2

एकुण: 400.00

सह दु.नि.का-बोरीवली2

दस्ताचा प्रकार: पॉवर ऑफ अॅटर्नी

मुद्रांक शुल्क: a जेव्हा तो प्रतिफलार्थ देण्यात आलेला असून @ त्यामुळे कोणतीही स्थावर मालमत्ता विकण्याचा प्राधिकार मिळत असेल तेव्हा

शिक्षा क्रं. 1 11 / 12 / 2012 01 : 29 : 31 PM ची वेळ: (सादरीकरण)

शिक्षा क्रं. 2 11 / 12 / 2012 01 : 35 : 58 PM ची वेळ: (फी)



बरल-२		
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Summary-2(दस्त गोषवारा भाग - २)

11/12/2012 1 56:05 PM

दस्त गोषवारा भाग-2

बरल-2

दस्त क्रमांक:10289/2012

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दस्त क्रमांक :बरल-2/10289/2012

दस्ताचा प्रकार :-पॉवर ऑफ अटॉर्नी

12/2012

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प्रेकार

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मे आश्रय हीसिंग चे भागीदार रश्मीन जी रुधानी पत्ता:प्लॉट नं: ऑफिस ११/१२, माळा नं: -, इमारतीचे नाव: नगरवाला कॉलोनी, ब्लॉक नं: मलाड पूर्व, रोड नं: शापींग सेंटर, ,, पिन नंबर:AALFA0468K	कुलमुखत्यार देणार वय :-44 स्वाक्षरी:-		
2	नाव:मे आश्रय हीसिंग चे भागीदार भरत जी रुधानी पत्ता:प्लॉट नं: ऑफिस नं ११/१२, माळा नं: -, इमारतीचे नाव: नगरवाला कॉलोनी, ब्लॉक नं: मलाड पूर्व, रोड नं: शोपिंग सेंटर, ,, पिन नंबर:AALFA0468K	कुलमुखत्यार देणार वय :-40 स्वाक्षरी:-		
3	नाव:विवेक - कदम पत्ता:प्लॉट नं: बी/ १०२, माळा नं: -, इमारतीचे नाव: कृष्णा पॅलेस, ब्लॉक नं: कांदिवली पूर्व, रोड नं: -, महाराष्ट्र, मुम्बई. पिन नंबर:ASFPK9458H	पॉवर ऑफ अटॉर्नी होल्डर वय :-32 स्वाक्षरी:-		
4	नाव:सुजाता - पंत पत्ता:प्लॉट नं: बी/ १०२, माळा नं: -, इमारतीचे नाव: कृष्णा पॅलेस, ब्लॉक नं: कांदिवली पूर्व, रोड नं: -, महाराष्ट्र, मुम्बई. पिन नंबर:ASFPK9458H	पॉवर ऑफ अटॉर्नी होल्डर वय :-28 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत पॉवर ऑफ अटॉर्नी चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्षा क्र.3 ची वेळ:11 / 12 / 2012 01 : 53 : 30 PM

ओळख:-

खालील इसम असे निवेदीत वरतात की ते दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:केवल - मकवाना वय:22 पत्ता:बी/ १०२, कृष्णा पॅलेस (कांदिवली पूर्व) पिन कोड:400101		
2	नाव:अरविंद - जाधव वय:26 पत्ता:११ / १२ नगरवाला कॉलोनी पिन कोड:400097		



बरल - २/		
2869	e3	908
२०१५		

iSarita v1.0

शिकका क्र.4 ची वेळ:11 / 12 / 2012 01 : 55 : 56 PM

शिकका क्र.5 ची वेळ:11 / 12 / 2012 01 : 56 : 02 PM नोंदणी पुस्तक 4 मध्ये

सह दु.नि.का-बोरीवली2

10289/2

प्रतिज्ञापत्र

* सदर दस्तावेजाचा नोंदणी कायदा क्र.१९७८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल वेगलेला आहे. * दस्तावेजातील संपूर्ण मजदूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. * दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निष्पादक व फक्तधारक हे संपूर्णपणे जबाबदार राहतील.

श्रीधर घेणारे :

वरल = २/ IV	
१०२८९	१४
२०१२	

प्रमाणित करण्यात येते की, या दस्तामध्ये एकूण १४ पाने आहेत.

सह. दुय्यम निबंधक, बोरीवली क्र. २,
मुंबई उपनगर जिल्हा.
वरल - २/ १०२८९/२०१२
पुस्तक क्रमांक ४ क्रमांक IV वर
नोंदला. 11 DEC 2012.
दिनांक :

सह. दुय्यम निबंधक, बोरीवली क्र. २,
मुंबई उपनगर जिल्हा.



वरल - २/	
१४६९	१४ १०४
२०१२	

1. दस्ता
2. सादर
3. तालुक
4. गावाचे
5. नगर
6. मुल्य
7. मिळव
8. दस्ता
9. कारपा
10. मजला
11. बांधक
12. बांधक
13. बाजार
14. भाडेक
15. लिख
16. निर्धार
17. दस्ता
18. देय म
19. देय न

10289/20

महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन 2015

1. दस्ताचा प्रकार :- करारनामा अनुच्छेद क्रमांक _____
2. सादरकर्त्याचे नाव :- Kirit M. Shubh.
3. तालुका :- मुंबई / अंधेरी / बोरीवली ✓ / कुर्ला
4. गावाचे नाव :- मालाड (3)
5. नगरभूमापन क्रमांक / सर्व्हे क्र. / अंतिम भूखंड क्रमांक :- 316, 316 / 1 T 0 86, 317 / 317/1
6. मुल्य दरविभाग (झोन) :- 64/315 उपविभाग _____
7. मिळकतीचे प्रकार :- खुली जमीन / निवासी / कार्यालय / दुकान / औद्योगिक
प्रती चौ. मी. दर :- 94,600 ✓
8. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- 103.58 क्वेड्रेट / बिल्ट अप चौ. मीटर / फूट
9. कारपार्किंग :- _____ गच्ची :- _____ पोटमाळा :- _____
10. मजला क्रमांक :- 4th FLOOR. उदवाहन सुविधा आहे / नाही
11. बांधकाम वर्ष :- _____ घसारा :- _____
12. बांधकाम प्रकार :- आरआरसी / इतर पक्के / अर्धे पक्के / कच्चे
13. बाजारमुल्यदर तक्त्यातील मार्गदर्शक सुचना क्र. _____ ज्यान्वये दिलेली घट / वाढ
14. भाडेकरू व्यास मिळकत असल्यास :- 1. त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र) _____
2. नवीन इमारतीत दिलेले क्षेत्र :- _____
3. भाड्याची रक्कम :- _____
15. लिव्ह अन्ड लायसन्सचा दस्त :- 1. प्रतिमाह भाडे रक्कम :- _____
2. अनामत रक्कम / आगावू भाडे :- _____
3. कालावधी :- _____ ✓
16. निर्धारित केलेले बाजारमूल्य :- 97,99,500
17. दस्तामध्ये दर्शविलेली मोबदला :- 1,62,50,000 ✓
18. देय मुद्रांक शुल्क :- 8,12,500 भरलेले मुद्रांक शुल्क :- 8,12,500
19. देय नोंदणी फी :- 30,000/- ✓

लिपीक



सह दुय्यम निबंधक

बरल-२/		
2869	ey	908
२०१५		



[Handwritten signature]

कर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

KIRIT MOHANLAL SHAH
MOHANLAL BHAIC: IAND SHAH

11/05/1959
Permanent Account Number
ANEPS0058B



[Handwritten signature]
Signature

[Large handwritten signature: K.M. Shah]



बरल - २/		
२४८७	६६	१०४
२०१५		

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

GEETA KIRIT SHAH
BRAZIL WILLIAM DSOUZA
11/06/1961
Permanent Account Number
ANHPS7928P



G. Shah
Signature

G. Shah



बरल - २/		
२४८९	२८	१०४
२०१५		

भारत सरकार
GOVERNMENT OF INDIA

राजीव कनकराय बाविसी
Rajiv Kanakrai Bavisi
जन्म वर्ष/YoB: 1965
पुरुष Male



8751 0757 2218

भारतीय - सामान्य माणसाचा अधिकार

(Handwritten signature)



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता:
ऐश्वरिया सीएचएस, प्लॉट
नं.506, रूम नं.बी-31,
आपणा बझार जवळ चारकोप
सेक्टर 5, मुंबई, कांदिवली
वेस्ट, मुंबई
महाराष्ट्र, 400067

Address:
Aishwarya CHS, Plot No.506,
Room No.B-31, Near Apna
Bazar Charkop Sector 5,
Mumbai, Kandivali West,
Mumbai
Maharashtra, 400067

Aadhaar - Aam Aadmi ka Adhikar

बरल - २/		
२४७	९९	१०४
२०१५		



भारत सरकार
Unique Identification Authority of India

नोंदणी क्रमांक/Enrolment No.: 1218/17693/02654

To: Keval Vrajlal Makwana
(केवळ वृजलाल मकवाना)
S/O Vrajlal Makwana
G/01, Ground Floor, Saibaba Dham Building
Opp. Radha Krishna School
Saibaba Nagar
Borivali West
Mumbai
Maharashtra - 400092

Date: 09/08/2011

Ref. No : 00008026-00060271-00063275-



UB 03422402 0 IN

आपला आधार क्रमांक / Your Aadhaar No. :

3920 7936 6055

आधार -- सामान्य माणसाचा अधिकार



केवळ वृजलाल मकवाना
Keval Vrajlal Makwana
जन्म वर्ष / Year of Birth : 1989
पुरुष / Male

3920 7936 6055



बरल - २/		
२४२९	९००	९०४
२०१५		



केवळ वृजलाल मकवाना
नोंदणी क्रमांक : १२१८/१७६९३/०२६५४
आधार क्रमांक : ३९२० ७९३६ ६०५५
जन्म वर्ष : १९८९
पुरुष / Male

Summary I (GoshwaraBhag-1)

सोमवार, 06 एप्रिल 2015 1:08 म.नं.

दस्त गोपवारा भाग-1

बरल-2

दस्त क्रमांक: 2481/2015

909

दस्त क्रमांक: बरल-2 /2481/2015

बाजार मुल्य: रु. 97,99,500/- मोबदला: रु. 1,62,50,000/-

भरलेले मुद्रांक शुल्क: रु.8,12,500/-

दु. नि. सह. दु. नि. बरल-2 यांचे कार्यालयात
अ. क्र. 2481 वर दि.06-04-2015
रोजी 1:00 म.नं. वा. हजर केला.

पावती:3099

पावती दिनांक: 06/04/2015

सादरकरणाराचे नाव: किरित एम शाह

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 2120.00

पृष्ठांची संख्या: 106

Kim. Shah

दस्त हजर करणाऱ्याची सही:

[Signature]

सह दु.नि.का-बोरीवली2

एकुण: 32120.00

[Signature]

सह दु.नि.का-बोरीवली2

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्षा क्र. 1 06 / 04 / 2015 01 : 00 : 48 PM ची वेळ: (सादरीकरण)

शिक्षा क्र. 2 06 / 04 / 2015 01 : 01 : 22 PM ची वेळ: (फी)

प्रतिज्ञापत्र

वज्र ह नोंदणी कायदा १९९७ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस
ला आहे. * दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व
शिल्या कागदपत्रांची सत्यता तपासली आहे. * दस्ताची सत्यता, वैधता
व सोबाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

[Signature]
दगणारे :

Kim. Shah
लिहून घेणारे :



Summary-2(दस्त गोषवारा भाग - २)



06/04/2015 1 30:35 PM

दस्त गोषवारा भाग-2

वरल-2

दस्त क्रमांक:2481/2015

१०३

दस्त क्रमांक : वरल-2/2481/2015

दस्ताचा प्रकार :- करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:किरित एम शाह पत्ता:प्लॉट नं: डी/72, माळा नं: -, इमारतीचे नाव: रुस्तमजी रिविएँरा को ऑप हौसिंग सोसा लि, ब्लॉक नं: मालाड प, रोड नं: मारवे रोड, ... पॅन नंबर:ANEPS0058B	लिहून घेणार वय :-56 स्वाक्षरी:- <i>K.m. Shah</i>		
2	नाव:गीता के शाह पत्ता:प्लॉट नं: डी/72, माळा नं: -, इमारतीचे नाव: रुस्तमजी रिविएँरा को ऑप हौसिंग सोसा लि, ब्लॉक नं: मालाड प, रोड नं: मारवे रोड, ... पॅन नंबर:ANHPS7928P	लिहून घेणार वय :-53 स्वाक्षरी:- <i>G. Shah</i>		
3	नाव:आश्रय हौसिंग चे भागीदार रश्मीन जी रुधानी तर्फे मुखत्यार विवेक - कदम पत्ता:प्लॉट नं: 102, माळा नं: 1, इमारतीचे नाव: कृष्णा पॅलेस, ब्लॉक नं: कांदिवली पूर्व, रोड नं: आशा नगर, महाराष्ट्र, मुंबई. पॅन नंबर:AALFA0468K	लिहून देणार वय :-35 स्वाक्षरी:- <i>Rashmin</i>		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:06 / 04 / 2015 01 : 08 : 33 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:केवल - मकवाना वय:26 पत्ता:102 कृष्णा पॅलेस कांदिवली पूर्व पिन कोड:400101	 स्वाक्षरी: <i>K.</i>	
2	नाव:राजीव कनकराय बावीसी वय:49 पत्ता:रुम नं बी-31, प्लॉट नं 506, ऐश्वर्या सीएचएस ली, कांदिवली प पिन कोड:400067	 स्वाक्षरी: <i>Rajiv</i>	

शिक्का क्र.4 ची वेळ:06 / 04 / 2015 01 : 09 : 50 PM

शिक्का क्र.5 ची वेळ:06 / 04 / 2015 01 : 10 : 01 PM नोंदणी पुस्तक 1 मध्ये

iSarita v1.5.0



Summary-2(दस्त गोषवारा भाग - २)

सह द. नि. क. - बोरीवली 2

EPayment Details.

sr.	Epayment Number	Defacement Number
1	MH0067275462014155	0000033591201516

2481 /20

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print and mini-CD of scanned document along with original document, immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com

बरल - २/		
२०८९	९०४	९०४
२०१५		

प्रमाणित करण्यात येते की, या
दस्तावेज एवढे पुरावे आहेत.



सह दुय्यम निबंधक, बोरीवली क्र.-२,
मुंबई उपनगर जिल्हा.
बरल - २/ - २०८९/२०१५
पुस्तक क्रमांक - १, क्रमांकवर
नोंदला
दिनांक: ६ APR 2015

सह दुय्यम निबंधक, बोरीवली क्र.-२,
मुंबई उपनगर जिल्हा.

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
सुरक्षित बँक व कोषागार पावती
SECURED BANK & TREASURY RECEIPT (e-SBTR)

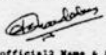

14032147617209

Bank/Branch: INKL - 4910711/KANDIVALI (EAST) Stationery No: 14032197617209
 Pmt Trn Id: 40112892 Print DfTime: 26-MAR-2018 18:46:02
 Pmt DfTime: 26-MAR-2018 17:31:33 GRAS GRN: MP0067275462014155
 Challan/SlNo: 491033301503263666 GRAS QWR: M00047275462014158
 District: 7101-MUMBAI Office Name: IGR190-WR11_UT SUB REGISTR


StDuty Schm: 003004901-75/STAMP DUTY
 StDuty Amt: ₹ 8,12,500/- (Rs Eight, One Two, Five Zero Zero only)
 RegFee Schm: 003006301-70/Registration Fee
 RegFee Amt: ₹ 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article: 325-Agreement to sell/Transfer/Assignment
 Prop Nvblty: Immovable Consideration: ₹ 1,42,50,000/-
 Prop Descr: FLAT NO 402, JASWANTI GOLD VILLAGE MALAD H, SUBHASH LANE, KANDIVALI W
 EST, MUMBAI, MAHARASHTRA, 400047

Duty Payer: PAN-AMR2800568, MR KIRIT M SHAH AND MRS GEETA K SHAH
 Other Party: PAN-AALFA0468K, ASHRAY HOUSING

Bank official Name & Signature:  

Bank official Name & Signature: _____
 --- Space for customer/office use --- Please write below this line ---



बरतल-२/		
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Data of ESBR for GRN MH0067275462014155
Bank - IDBI BANK

Bank/Branch: INKL - 4910711/KANDIVALI (EAST) Stationery No: 14032197617209
 Pmt Trn Id: 40112892 Print DfTime: 26/03/2015 18:46:02
 Pmt DfTime: 26/03/2015 17:31:33 GRAS GRN: MP0067275462014155
 Challan/SlNo: 491033301503263666 GRAS QWR: M00047275462014158
 District: 7101/MUMBAI Office Name: IGR190 / GRN 1, UT SUB REGISTRAR BORIVALI 1

StDuty Schm: 003004901-75/Stamp Duty(Bank Post)
 StDuty Amt: ₹ 8,12,500.00/- (Rs Eight Lakh Twelve Thousand Five Hundred Rupee Only)
 RegFee Schm: 003006301-70 / Register ion Fee
 RegFee Amt: ₹ 30,000.00/- (Rs Thirty Thousand Rupee Only)


Article: 325
 Prop Nvblty: Immovable Consideration: ₹ 1,42,50,000.00/-
 Prop Descr: FLAT NO 402,JASWANTI GOLDVILLAGE MALAD NSUBHASH LANE, KANDIVALI WESTMUMBAI
 Maharashtra
 400047
 Duty Payer: PAN-AMR2800568 MR KIRIT M SHAH AND MRS GEETA K SHAH
 Other Party: PAN-AALFA0468K ASHRAY HOUSING

Bank Branch No: 100
 Bank Branch Date: 27/03/2015
 RBI Credit Date: 27/03/2015
 Mobile Number: 9160990000

Only for verification-not to be printed and used



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AGREEMENT

This Agreement is made at Mumbai this 0 day of April in the year 2015.

Between

ASHRAY HOUSING, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its office at 11/12, Naganwala Colony, Opp. Laxminarayan Shopping Centre, Poddar Road, Malad East, Mumbai - 400 097, hereinafter referred to as the "Promoter" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partners for the time being of the firm and the heirs, executors, administrators and assigns of the last surviving partner) of the First Part;



And
 Mr. Kirit. M. Shah
 Mrs. Geeta. K. Shah

having their address at D/2 Rustomji Rovers C.H.S.-Ltd
Chowk Road opp. B.B.C. Orlam, Malad
(West) Mumbai 400064

hereinafter referred to as the "Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individuals his heirs, executors administrators, in case of firm, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and in case of a company its successors and permitted assigns) of the Second Part

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Whereas:-

A. By and under a Deed of Conveyance dated February 16, 2006 registered under serial No. BDR-1208840/2006 on December 13, 2006, read with Deed of Declaration cum Confirmation dated December 6, 2006, executed between Mr. Mohamed Ali Usman Momin of the one Part and the Promoter of the other part, the former conveyed and transferred to the latter, plot bearing Survey No.92 (part), CTS No. 316 (part), 316/1 to 35, 42 to 51, 59 to 86 and 317 and 317/1 to 8 admeasuring 3912.55 square meters together with structures standing thereon, situated at Village Malad North, Taluka Borivali, Subhash Lane Kandivali, in the Registration District of Mumbai Suburban



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Plot No.1, Plot No.2 and Plot No.3 along with the structures standing thereon are hereinafter collectively referred to as the "Original Property".

The Collector, Mumbai Suburban District by its Order dated 13th October, 2006 corrected the area of the Original Property and the area was increased by 587.50 sq. metres. Consequently the Original Property now admeasures 4789 square metres as per the property register cards and is more particularly described in the First Schedule hereunder written.

A portion admeasuring 4172.5 sq. meters out of the Original Property is occupied by a slum under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 (hereinafter referred to as the "SRA Act").

G. The Promoter is seized and possessed of the Original Property;

Kirit M. Shah

the plan annexed hereto and marked as "Annexure 2" more particularly described in the Third Schedule hereunder written

L. The Plot together with the Building to be constructed thereon is hereinafter collectively referred to as the "Property";

M. On 11th October 2012 a Deed of Mortgage was executed between the Promoter of the one part and Dewan Housing Finance Corporation Ltd. ("DHFL") of the other part and registered with the Sub-Registrar of Assurances under Serial No. BDR-6-8388-2012 dated 11th October 2012, whereby the Promoter inter alia mortgaged (i) the Plot and proposed construction thereon admeasuring 71,975 square feet, in the project known as "Jaswanti Gold (ii) all the receivables from the project Jaswanti Gold in favour of DHFL as a security for repayment of project loan availed by the Promoter from DHFL. The Promoter has repaid the mortgage debt under the Deed of Mortgage dated October 11, 2012.

M1. On 23rd November 2012 another Deed of Mortgage was executed between the Promoter of the one part and Dewan Housing Finance Corporation Ltd. ("DHFL") of the other part and registered with the Sub-Registrar of Assurances under Serial No. BDR-3-9281-2012 dated 23rd November 2012, whereby the Promoter inter alia mortgaged (i) the Plot and proposed construction thereon admeasuring 71,975 square feet. In the project known as "Jaswanti Gold (ii) all the receivables from the project Jaswanti Gold in favour of DHFL as a security for repayment of project loan availed by the Promoter from DHFL.



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M2. On 16th March 2013 another Deed of Mortgage was executed between the Promoter of the one part and Dewan Housing Finance Corporation Ltd. ("DHFL") of the other part and registered with the Sub-Registrar of Assurances under Serial No. BDR-3-1741-2013 dated 20th March 2013, whereby the Promoter inter alia mortgaged (i) the Plot and proposed construction thereon admeasuring 71,975 square feet, in the project known as "Jaswanti Gold (ii) all the receivables from the project Jaswanti Gold in favour of DHFL as a security for repayment of project loan availed by the Promoter from DHFL.

M3. On 26th August 2014 another Deed of Mortgage was executed between the Promoter of the one part and Dewan Housing Finance Corporation Ltd. ("DHFL") of the other part and registered with the Sub-Registrar of

Kirit M. Shah

By an order dated July 7, 2011, District Collector, MSD has sanctioned amalgamation of CTS Nos.316, 316/1 to 86, 317, 317/1 to 8 and consequential sub-division under which the Original Property has been sub-divided into Plot A bearing CTS No. 316/A admeasuring 4696.52 square meters and Plot B bearing CTS No. 316/B ("set back land") admeasuring 72.48 square meters. The plot bearing CTS No.316/A, hereinafter referred to as the "Larger Property" is more particularly described in the Second Schedule hereunder written. The Promoter has handed over the set back land to the Municipal Corporation.

H. The Slum Rehabilitation Authority ("SRA") established under the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971 ("Slum Act") has by and under its Letter of Intent ("LOI") bearing serial no. SRA/ENG/1053/RS/PL/LOI dated May 6, 2005, revised by LOI bearing serial no. SRA/ENG/1053/RS/PL/LOI May 4, 2010 further revised on October 31, 2011 and further revised on September 24, 2013 addressed, inter alia, to the Promoter, granted its approval for the development of the Larger Property in relation to Jaswanti Residency SRA Sahakari Grehinman Society Limited (Proposed) in accordance with Regulation 33(10) and 33 (14) (D) of the Development Control Regulations, Mumbai, 1991 ("DCR") ("the Scheme"). A copy of the LOI dated September 24, 2013, is annexed hereto and marked as Annexure "1". At present there is a set back of about 32.49 square meters;

I. The LOI stipulates construction of rehabilitation component ("Rehab Component") and free sale component ("Sale Component") as set out therein. The LOI may be amended and the Rehab Component and Sale Component may be revised accordingly



J. The Promoter is constructing 2 rehab buildings on the Larger Property. The Promoter has already received Occupation Certificates from the Municipal Corporation for rehab building no. 2 and part Occupation certificate for rehab building no. 1. The Promoter is constructing a sale building on the Larger Property consisting of Parking pits, ground plus not more than 22 floors. The building to be constructed shall consist only of the Sale Component.

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K. The portion of the Larger Property on which the building to be constructed admeasures 2024 square meters ("Plot") shown in the attached plan

Kirit M. Shah

Assurances under Serial No. BDR-3-4766-2014 dated 26th August 2014, whereby the Promoter inter alia mortgaged (i) the Plot and proposed construction thereon, measuring 51,827.72 square feet, in the project known as "Jaswanti Gold" (ii) all the receivables from the project Jaswanti Gold in favour of DHP, as a security for repayment of project loan availed by the Promoter from DHP.

N. One Mr. Rajivth Ramsevak Yadav has filed the following proceedings:
(i) An Appeal being Appeal No. 7 of 2014 before the Superintendent of Land Records, Bandra for cancellation of the Mutation Entry Nos. 289 of 2012 and 290 of 2012 and the said Appeal is pending.

(ii) A suit in the Bombay City Civil court at Dindoshi bearing S.C. Suit No. 8806 of 2014, against Bandhal Yadav and others inter alia praying for reliefs as stated therein. The Promoter confirms that no relief has been granted so far in relation to the suit to the Plaintiff.

O. The Promoter has appointed Mr. Vishwas Satodia as architect and Mr. Vatsal Gokani as RCC consultants for the preparation of the structural designs and drawings of the Buildings and the Promoter accepts the supervision of the architect and the structural engineers till the completion of the Building.

P. The Promoter has got the plans, specifications, elevations, sections and other details of the Building duly approved and sanctioned from the SRA and has obtained IOA bearing No. SRA/ENG/2378/RS/PLUAP dated 7th March 2011 and Commencement Certificate bearing No. No. SRA/ENG/2378/RS/PLUAP dated 11th July 2012.

Q. While sanctioning the plans the SRA has laid down certain conditions and restrictions which are to be observed and performed by the Promoter while developing the Plot and upon due observance and performance of which only the Occupation and Completion Certificate's in respect of Buildings shall be granted by SRA;

R. The Purchaser demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents relating to the Plot, the approved plans and specifications of the Building, IOA bearing No. SRA/ENG/2378/RS/PLUAP dated 7th March 2011 and Commencement Certificate bearing No. No. SRA/ENG/2378/RS/PLUAP dated 11th July 2012.



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Transfer) Act, 1963, (the "Act") and the rules made there under and the Purchaser is fully satisfied with the title of the Promoter in respect of the Plot and the Promoter's right to construct and allot various premises in the Building;

S. The copy of the Title Certificate dated November 3, 2014 issued by IC Legal, copy of the P. R. Card, copy of IOA and Commencement Certificate and copy of plan in respect of the premises agreed to be purchased by the Purchaser have been annexed hereto and marked as Annexures "3", "4", "5", "6A" and "6B" respectively;

T. The Purchaser applied to the Promoter for allotment to the Purchaser of Flat No. 402 on 04th floor in the Building No. 3 known as "Jaswanti Gold" on the Plot (the "Premises")

The Promoter has agreed to sell and allot to the Purchaser the Premises on ownership basis and the Purchaser agrees to purchase the same for the total consideration of Rs. 162,50,000/- (Rupees One Crore Sixty Two Lacs Fifty Thousand only) only and on the terms and conditions as hereinafter appearing.

Under Section 4 of the Act, the Promoter is required to execute a written agreement for sale of the Premises in favour of the Purchaser, being in fact a sale agreement and also to get the same registered under the Registration Act, 1908.

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

1. PLANS:-

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The Promoter shall construct the Building consisting of parking pits, ground and upto 22 upper floors on the Plot in accordance with the plans, designs, specifications approved by the SRA and which have been seen and inspected by the Purchaser with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.

1.2 Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of such variations or modifications which may adversely

2. AGREEMENT:-

2.1 The Purchaser agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser Flat bearing no. 402 of carpet area measuring 928.82 square feet equivalent to 26.89 square meters on 04th floor as shown in the floor plan thereof hereto annexed and marked Annexure "6" (hereinafter referred to as the "Premises") in the Building No. 3 known as "Jaswanti Gold" for the price of Rs. 162,50,000/- (Rupees One Crore Sixty Two Lacs Fifty Thousand only) including proportionate price of NIL towards the common areas and facilities appurtenant to the Premises as per Option 1 above, the nature, extent and description of common areas and facilities which are more particularly described in the Third Schedule hereunder written.

The Promoter confirms that in the event the plans are approved under Option 2, there will be no increase in the price of the Premises.

2.2 The Purchaser agrees and accepts that if the carpet area of the Premises is reduced due to Structural columns and structural members and/or on account of design and construction variances, the Purchaser shall not complain or raise any grievance on account of the said reduction. The Purchaser shall be deemed to accept such reduced area and shall not complain or demand compensation for such reduced area.

The Purchaser confirms that the Purchaser has seen the draft plans for Option 1 and Option 2 and hereby gives his/her irrevocable and unconditional consent and concurrence to both the options.



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The Purchaser has paid to the Promoter a sum of Rs. 1,00,000/- (Rupees One Lakh only) on or before the execution of this Agreement and agrees to pay the balance sum of Rs. 1,61,50,000/- in the following manner:

- (i) Rs. 1,61,50,000/- within _____ days of agreement;
- (ii) 2.5 % i.e. Rs. _____ on Completion of Finishing;
- (iii) 5 % i.e. Rs. _____ on Possession;

100% Total: 1,62,50,000/- (Rupees One Crore Sixty Two Lacs Fifty Thousand only)

affect the area of the Premises of the Purchaser which consent shall not be unreasonably withheld.

1.3 The Promoter has specifically informed the Purchaser and the Purchaser is aware that as per the plans approved as on date, the Building is to consist of the following:

- Ground floor consisting of entrance lobby, parking pit and parking upto second floor;
- Parking on 2nd floor (Mini rotary and Parking tower)
- Society office, fitness centre, MTNL room and part parking (parking tower) on the 3rd floor;
- Habitable floors from 4th floor to 21st floors (including refuge floor/area on 8th, 13th and 18th floor)
- Parking tower from parking pit, part ground upto part of seventh floor;
- Servants toilets
- Common passage on the 1st floor

1.4 The Promoter is contemplating to amend the plans so as to have either of the options below according to which the Building shall either have:

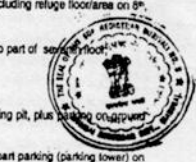
OPTION 1:

- Ground floor consisting of entrance lobby, parking pit plus parking on ground and 1st floor;
- Habitable floors from 2nd floor to 20th floors (including refuge floor/area on 8th, 13th and 18th floor)
- Parking tower from parking pit, part ground upto part of seventh floor;

OR

OPTION 2:

- ground floor consisting of entrance lobby, parking pit, plus parking on ground and 1st floor;
- Society office, fitness centre, MTNL room and part parking (parking tower) on the 2nd floor;
- Habitable floors from 3rd floor to 22nd floors (including refuge floor/area on 8th, 13th and 18th floor)
- Parking tower from part of ground upto part of seventh floor;
- Servants toilets

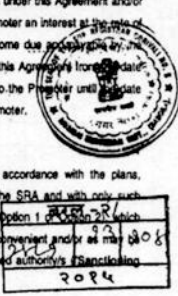


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- 3.2 All taxes, charges including but not limited to service tax, VAT or any other impositions or levies (i) on account of this transaction or (ii) pro-rata on account of the entire development project or (iii) on the consideration and other amounts payable by the Purchaser to the Promoter or (iv) otherwise shall be to the account of the Purchaser alone and the Promoter shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions etc. shall be payable by the Purchaser over and above the consideration of the said Premises and the Promoter's decision as regards the quantum of the same shall be final and binding to the Purchaser;
- 3.3 The aforesaid payments shall be made by the Purchaser within 7 days of notice in writing by the Promoter to be given as herein mentioned
- 3.4 The Purchaser agrees to deduct tax at applicable rate of the consideration as per the Income Tax Act, 1961 and pay the same to the requisite authorities and further the Purchaser agrees and undertakes to furnish to the Developer a TDS Certificate in this regard within 15 days from the date of deduction of tax. In the event the Purchaser fails to deduct tax or deposit the same with the requisite authorities, the Purchaser shall be solely liable and responsible in respect thereof, with no liability to the Developer;
- 3.5 The Purchaser agrees and confirms that in the event of delay / default in making payment of the service tax or any such tax demanded, then without prejudice to any other rights or remedies available with the Developer under this Agreement, the Developer shall be entitled to adjust the unpaid service tax or any such tax along with interest payable thereon from the due date till the date of adjustment against any subsequent amounts received from the Purchaser
- 3.6 Without prejudice to the Promoter's other rights under this Agreement and/or in law, the Purchaser agrees to pay to the Promoter an interest at the rate of 18% per annum on all the amounts which become due to the Promoter by the Purchaser to the Promoter under the terms of this Agreement from the date of the said amount is payable by the Purchaser to the Promoter until the date such outstanding amount is received by the Promoter.

4. **OBLIGATIONS OF PROMOTER:-**

- 4.1 The Promoter shall construct the Building in accordance with the plans, designs, specifications that are approved by the SRA and with only such variations and modifications, (including as per clause 3.2) which the Promoter may consider necessary and/or convenient and/or as may be required by the SRA and/or any other concerned authority's Sanctioning



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Authorities") to be made by them. The Promoter shall be entitled to make such changes in the building plans as may be required by the Sanctioning Authorities and as the Promoter may from time to time determine and as may be approved by the Sanctioning Authorities and the Purchaser hereby agrees to the same. This shall operate as an irrevocable consent of the Purchaser to the Promoter carrying out construction as per the proposed plans and such changes in the building plans as may be necessary for the effective fulfillment of the same;

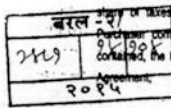
- 4.2 The Promoter agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the Sanctioning Authorities at the time of sanctioning of the plans or thereafter and shall before handing over possession of the Premises to the Purchaser, obtain from the concerned authority the occupation certificate in respect of the Premises;

- 4.3 The Promoter hereby agrees that it shall, before handing over possession of the Premises to the Purchaser, make full and true disclosure of the nature of its title to the Property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the Plot, and shall as far as practicable, ensure that the Property is free from all encumbrances and that the Promoter has absolute, clear and marketable title to the Plot so as to enable the Promoter to transfer to the Organisation (as defined later) such absolute, clear and marketable title.



CONSEQUENCES OF DEFAULT BY THE PURCHASER AND THE CONSEQUENCES:-

- 5.1 In the event of the Purchaser committing default in payment on due date (time being the essence of contract) of any amount due and payable by the Purchaser to the Promoter under this Agreement (including the Purchaser's proportionate share of taxes levied by the SRA and other outgoings) and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at its own option to terminate this Agreement



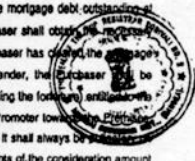
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- 5.2 Provided always that the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Purchaser 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement

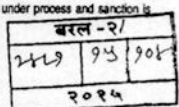
and default shall have been made by the Purchaser in remedying such breach or breaches within 15 (fifteen) days after giving of such notice;

- 5.3 Provided further that upon termination of this Agreement as aforesaid, 10 % of the amount paid till then by the Purchaser will stand ipso facto forfeited without any reference or recourse to the Purchaser and the Promoter shall refund to the Purchaser the remaining amount of sale price of the Premises which may till then have been paid by the Purchaser to the Promoter but the Promoter shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this Agreement and offer of refund of the aforesaid amount (after taking into account the forfeited amount) by the Promoter, (whether acceptable and realized by the Purchaser or not) the Promoter shall be at liberty to dispose of and sell the Premises to such person and at such price as the Promoter may in its absolute discretion think fit and proper. On termination of this Agreement, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the Premises.

- 5.4 If the Purchaser in order to augment the resources in his hand for the purpose of payment of consideration amount to the Promoter under this Agreement, seeks a loan from financial institutions or banks or any other lender (the "Lender") against the security of the Premises subject to the consent and approval of the Promoter in writing, then in the event of (a) the Purchaser committing a default of the payment of the installments of the consideration amount and (b) the Promoter exercising its right to terminate this Agreement, the Purchaser shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser shall obtain a written letter from such Lender stating that the Purchaser has cleared the mortgage debt. On receipt of such letter from the Lender, the Promoter shall be (subject to what is stated in Clause 5.3 regarding the forfeiture) entitled to refund of the amount so paid by him to the Promoter towards the purchase price. Notwithstanding all that is stated hereinabove it shall always be the part of the Purchaser to pay the installments of the consideration amount as and when due under the terms of this Agreement irrespective of the fact that the Purchaser has applied for the loan to the Lender and further irrespective of the fact that the said loan are under process and sanction is awaited and/or is rejected.



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6. **FIXTURE/FITTINGS:-**

- 6.1 The fixtures, fittings and amenities to be provided by the Promoter in the Building and the Premises are those that are set out in Annexure "7" annexed hereto.

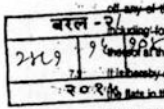
7. **RIGHTS OF PROMOTER:-**

- 7.1 It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the Premises agreed to be sold by the Promoter to the Purchaser and all other premises shall be the sole property of the Promoter and the Promoter shall be entitled to develop the Plot/the Larger Property without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever;
- 7.2 The Promoter shall be at liberty and be entitled to amend the lay-out of the Larger Property, the Plot, the building plans, other approvals for, including but not limited to:-
- (i) acquisition of additional plots of land from any person or persons and inclusion of such plots of land in the lay out plan of the Plot; and
 - (ii) amalgamation of the Plot with any adjoining plots of land.

- 7.3 The Purchaser and/or the Organisation shall not have any objection to the aforesaid and the Purchaser does hereby grant his irrevocable consent to the Promoter to carry out the necessary acts, deeds, matters and things;



The Purchaser hereby grants his irrevocable authority, permission and consent to the Promoter that the Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose of any part or portion of the Building and/or the Plot including the terraces, open spaces, garden area and to permit the same to be utilised for any purpose. The Promoter shall have the absolute right to deal with and dispose of any of the areas in the Plot and/or the Building or appurtenant thereto for any purpose and shall be entitled to obtain change of use thereof at the discretion of the Promoter;



It is expressly agreed that the Promoter shall always be entitled to sell the flats in the Building for the purpose of using the same for any user as may be permitted by the Sanctioning Authorities and the purchasers thereof shall be entitled to use such premises purchased by them accordingly and similarly the Purchaser shall not object to the use of such flats for the aforesaid purposes by the respective purchaser thereof;

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- 7.6 Hereafter, if any further FSI is permitted to be utilized on the Plot/the Larger Property, the same shall inure for the benefit of the Promoter alone, if the

FSI in the locality is increased in respect of the Larger Property and/or Plot and/or additional construction is possible on the Plot/Larger Property on account of Transfer of Development Rights available for being utilised or otherwise and/or if the Sanctioning Authorities permit the construction of additional floors, then in such event, the Promoter alone shall be entitled to construct Building by adding floors vertically or otherwise as per the revised building plans. The Purchaser expressly consents to the same as long as the total area of the Premises is not reduced. This consent shall be considered to be the Purchaser consent contemplated by Section 7 (1) (i) of the Act;

7.7 The Purchaser agrees and gives his irrevocable consent to the Promoter for carrying out the amendments, alterations, modifications and/or variations to the total scheme of development in respect of the Larger Property/Plot and/or to the further building plans (whether envisaged at present or not). The Purchaser hereby irrevocably agrees not to obstruct and/or raise any objections whatsoever and/or interfere with the Promoter for carrying out amendments, alterations, modifications and/or variations as aforesaid;

7.8 The Promoter shall always have the right and be entitled to purchase and acquire further Transfer of Development Rights from the market and consume the same on the Plot and construct additional floors, make alterations and deal with the same in the manner the Promoter deems fit and proper and the Purchaser hereby irrevocably consents to the rights of the Promoter mentioned above as well as the rights of the Promoter to revise and modify the building plans from time to time;

7.9 In the event of the Organisation being formed and registered before the sale and disposal by the Promoter of all the premises in the Building, the power and authority of the Organisation so formed or that of the Purchaser and the purchasers of other premises in Building shall be subject to the absolute authority and control of the Promoter in respect of the construction concerning Building, the construction and completion thereof and the amenities pertaining to the same and in particular the Promoter shall have the absolute authority and control as regards the un sold premises in Building at disposal thereof. The Promoter shall be liable to pay only the market value at actual, in respect of the un sold premises in Building. The Promoter shall join in as a member in respect of such un sold premises in Building and as and when such premises are sold, the Organisation shall admit such purchaser as the member's without charging any premium thereon;

7.10 Till the entire scheme of development is completed, the Promoter shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and wherever the



Handwritten signature and initials: Kim Shuk, Jy. Shuk

unattended areas, open spaces, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the Plot and the Purchaser shall have no right or interest in the enjoyment and control of the Promoter in this regard;

7.11 The Promoter shall be entitled to all the benefit of FSI or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Promoter deem fit and the Promoter shall be entitled to grant, offer, upon or in respect of any portion of the Plot all such rights, benefits, privileges, easements etc. including right to draw from or connect to all drains, sewers, water, electricity, telephone connections and/or installations and/or other services in the Plot right to use and enjoy all the amenities and facilities provided and/or agreed to be provided in the Property for the more beneficial and optimum use and enjoyment of other areas forming part of the Plot in such manner as may be desired by the Promoter and the Purchaser expressly and irrevocably consents to the same;

7.12 Provided it does not in any way affect the right of the Purchaser in respect of the Premises, the Promoter shall be at liberty to sell, assign, transfer, mortgage or otherwise deal with its right, title and interest in the Plot and/or the Building under construction thereon;

7.13 The Promoter shall be entitled to make variations in the lay-out, amenities and specifications, re-locations, water, power, sewage, telephone and other service and utility connection, facilities and underground water tanks, pumps and their dimension as the Promoter deems fit;

The Promoter shall be entitled to make such changes in the building plans as the Promoter may from time to time determine and as may be approved by the Sanctioning Authorities and the Purchaser hereby agrees to the same. This shall operate as an irrevocable consent of the Purchaser to the Promoter carrying out such changes in the building plans;

7.15 Notwithstanding the other provisions of this Agreement, the Promoter shall be obliged (but not obliged) to nominate or appoint any person ("Project Management Agency") to manage the operation and maintenance of the Building premises and the infrastructure, common amenities and facilities of the Plot, for a period of at least three (3) years after the Plot is developed and if the Organisation approves, for any subsequent periods. The Promoter shall have the authority and discretion to negotiate with such Project Management Agency and to enter into and execute a formal Agreement/s for maintenance and management of infrastructure with it/them. The Promoter may enter into other related agreements with any other company or organisation as may be necessary for effective, full and efficient management of the infrastructure.



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Handwritten signature and initials: Kim Shuk, Jy. Shuk

common amenities.

7.16 In such event, the Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the Project Management Agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the Building, the common areas and facilities more particularly set out in the Third Schedule hereunder written.

POSSESSION:-

8.1 The possession of the Premises shall be delivered to the Purchaser after the Premises is ready for use and occupation provided all the amounts due and payable by the Purchaser under this Agreement and the stamp duty and registration charges in respect of the Premises are duly paid by the Purchaser. The Promoter expects to give possession of the Premises to the Purchaser on or before 30th JUNE 2025

If the Promoter fails or neglects to give possession of the Premises to the Purchaser on the above related date or within any further date or dates as may be mutually agreed between the parties hereto, then in such case the Purchaser shall be entitled to give notice to the Promoter terminating this agreement, in which event the Promoter shall within three weeks from the receipt of such notice, refund to the Purchaser the amount of deposit or earnest money and the further amounts, if any, that may have been received by the Promoter from the Purchaser as installments in part payment in respect of the Premises along with the simple interest at the rate of 9% per annum from the date the Promoter received such amounts. The Promoter is agreed that dispute whether the stipulations specified in Section 7 of the Act have been satisfied or not will be referred to the Co-operative Authority who will act as an Arbitrator. The Promoter shall refund the above mentioned amount in respect of such termination and neither party shall have any claim against the other in respect of the Premises or arising out of this agreement and the Promoter shall be at liberty to dispose off the Premises to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit;

Provided that the Promoter shall be entitled to postpone the date of possession for giving delivery of the Premises on the aforesaid date, if the completion of Building is delayed on account of:-

- (i) force majeure;

- (ii) non-availability of steel, cement, sand, other building material, water or electric supply;
- (iii) war, civil commotion or act of God;
- (iv) any notice, order, rule, notification of the Government or other public, judicial or competent authority;
- (v) any delay in obtaining approvals from the concerned authorities;
- (vi) other reasonable cause;

8.3 The Purchaser agrees that the return of the payment and the damages mentioned in Clause 8.2 above constitutes the Purchaser's sole remedy in such circumstances and the Purchaser foregoes any and all his rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever;

8.4 The Purchaser shall take possession of the Premises within 7 (seven) days of the Promoter giving written notice to Purchaser intimating that the Premises is ready for use and occupation;

Provided that if within a period of three years from the date of handing over the Premises to the Purchaser, the Purchaser brings to the notice of the Promoter any defect in the Premises or the Building in which the Premises is situated or the material used therein or any unauthorized change in the construction of Building then wherever possible such defects or unauthorized changes shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser shall be entitled to receive from the Promoter reasonable compensation for such defect or change.



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ORGANISATION:-

9.1 "Organisation" means the society that may be formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1961 in respect of the Plot and the Building in accordance with the provisions of this Agreement;

The Purchaser and the purchasers of the other premises shall join in the formation and registration of the Organisation and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, memorandum, letters, documents and other papers and writings for the purpose of formation and registration of the Organisation including bye-laws of the Organisation and

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duty fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the Organisation under Section 10 of the Act within the time limit prescribed under Rule 8 of the said Act. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority;

9.3 Further, the Purchaser and the purchasers of the other premises shall enter into/sign/execute such documents/writings, as may be required, containing covenant/s for payment of the expenses relating to the common areas and facilities which are situated on the Plot;

9.4 Documents in favour of the Organisation shall inter alia contain the following:-

- (i) the right of the Promoter to sell or otherwise to transfer the additional construction by use of any future FSI or TDR and to appropriate for the Promoter the entire sale proceeds thereof and the obligation of the Organisation to admit such purchaser of the premises comprised in the new construction as its member without charging any additional amount;
- (ii) the right of the Promoter of full and complete access on the Plot for the aforesaid purpose;
- (iii) The obligation of the Organisation to pay the share of the cost of all taxes assessment, dues, cesses and outgoings, in respect of Building and/or the Plot and/or any portion thereof;
- (iv) Declaration and undertaking by the Organisation that the Organisation shall not be entitled to the existing FSI/TDR (whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever and the same shall always stand vested in the Promoter and the Promoter shall always be entitled to utilize and exploit the same on the Plot in such manner as it deems fit and the Organisation shall not have any objection in this regard;
- (v) the confirmation of all the rights of the Promoter under this Agreement;



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(vi) the confirmation and acceptance of all the obligations of the Purchaser under this Agreement;

(vii) The obligation of the Organisation to pay the share of taxes in respect of all taxes assessment, dues, cesses and outgoings, in respect of Building and/or the Plot;

9.5 The Purchaser shall observe and perform all the rules and regulations and bye-laws of the Organisation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of Building and the premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser shall also observe and perform all the terms and stipulations laid down by the Organisation regarding occupation and use of the Premises and shall pay outgoings in accordance with the terms of this Agreement;

9.6 It is clarified that the Organisation shall not deal with any matters relating to the development of the Plot or any part thereof or the transfer or the sale or utilisation of any permissible FSI/TDR in accordance with the scheme of development. The Organisation shall strictly function within the frame work of its constitution as framed by the Promoter. All the development potential of Plot including in the form of the existing and future FSI (whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever shall always stand vested in the Promoter and the Promoter shall always be entitled to utilize and exploit the same on the Plot or any part thereof and/or on the building constructed thereupon in such manner as it deems fit;



COMMON AREAS AND RESTRICTED AREAS:-

It is expressly agreed that the Purchaser shall be entitled to the common areas and facilities appurtenant with the Premises and the nature, extent and location of such common areas and facilities is set out in the Fourth Schedule hereunder written. It is hereby agreed that the Promoter has the exclusive right of allotment of different areas, open spaces or otherwise and other spaces within the Plot to one or more persons of its choice. It is hereby agreed that the areas mentioned in the Fourth Schedule written hereunder under the heading Common Areas and Facilities only shall be common facilities and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and alienate and dispose off the

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same in such manner as the Promoter think fit and proper;

11. COVENANTS BY THE PURCHASER:-

11.1 The Purchaser shall use the Premises or any part thereof or permit the same to be used only for residential purposes. The Purchaser agrees not to change the user of the Premises without prior consent in writing of the Promoter and any unauthorised change of user by the Purchaser shall render this Agreement voidable and the Purchaser in that event shall not be entitled to any right arising out of this Agreement;

11.2 The Purchaser with an intention to bring all persons in whose hands the Premises may come, doth hereby covenant with the Promoter as follows:-

- (a) to maintain the Premises at the Purchaser's own cost in good tenable repairs and condition from the date of possession of the Premises is taken and shall not do or suffer to be done anything in or to Building, staircase or passage which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to Building or the Premises or part thereof;
- (b) to install / fix the Air Conditioners and their units in the designated ducts / areas;
- (c) not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of Building or stoning of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or other structures of Building including the entrance door, in case any damage is caused to the Premises or Building on account of the negligence or default of the Purchaser in this regard, the Purchaser shall be liable for the consequences of the breach;
- (d) to carry at the Purchaser's own cost all interior and exterior repairs of Premises and maintain it in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and not to do or suffer to be done anything in the Premises or Building which is in contravention of rules, regulations or bye-laws of the concerned local or public authority;
- (e) not to demolish or caused to be demolished the Premises or any part thereof nor at any time make or caused to be made any addition or alteration of whatsoever nature in or to the Premises or any part



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thereof nor alter the elevation and outside colour scheme of Building and to keep the portion, sewers, drain pipes in the Premises and appurtenances thereto in good tenable repair and condition so as to support, shelter and protect other part of Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC parts or other structural members in the Premises without the prior permission of the Promoter and/or the Organisation;

- (f) not to do or permit to be done any act which may render void or voidable any insurance of the Plot or Building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;
- (g) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Plot and the Building;
- (h) not to hang cloths, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the said building;
- (i) not to encroach upon or make use of any portion of the building not agreed to be acquired by the Purchaser;
- (j) not to close or permit to be closed Verandas or Balconies of the building or change the external elevation or colour scheme of the building nor of the common areas including lobby and the areas outside the main door of the concerned premises;
- (k) to pay to the Promoter within 7 (seven) days of demand by the Promoter, his/her share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the Building;
- (l) to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the SRA and/or government and/or other public authority on account of change of user of the Premises;



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- that behalf;
- (n) the management of the Building is handed over to the Organisation, to allow the Promoter, their surveyors and agents at all reasonable time to enter into or upon the Plot to view and examine the state and condition thereof;
 - (o) not to change the external colour scheme or the pattern of the colour of the Building;
 - (p) not to change exterior elevation or the outlay of the Building;
 - (q) not to fix any grill to the Building or windows except in accordance with the design approved by the Promoter;
 - (r) Purchaser shall not do or suffer to be done anything on the Plot or the Building to be constructed thereon which would be forbidden or prohibited by the rules of the concerned Government authorities. In the event, the Purchaser commits any acts or omissions in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoter in that behalf;

These covenants shall be binding and operative even after the formation of the Organisation.

11.3 The Purchaser agrees to grant to the Promoter, all the facilities, assistance and co-operation as the Promoter may reasonably require from time to time and even after the Promoter has delivered possession of the Premises to the Purchaser, so as to enable the Promoter to complete the scheme of development of the Plot. The Promoter shall be entitled to modify, amend, alter, change the lay out of the Plot by changing the alignment, location, placement of garden, parking area and other amenities or

11.4 The Purchaser confirms that the Promoter has given full and complete inspection of documents of title in respect of the Plot and confirms that he is aware about the Appeal and the Suit filed by Mr. Rajnath Yadav as given in clause (h) above and has entered into this Agreement after inspecting all relevant documents. The Purchaser has inspected the Title Certificate dated issued by IO Legal and the Purchaser has agreed to raise any objection and/or requisition on the title in the Plot.

11.5 The Promoter has also given inspection and Purchaser has inspected all of the plans and specifications of the Building sanctioned and approved by the concerned authorities and the purchaser have verified and agreed that



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(vi) being 2 years deposit towards proportionate share of taxes, maintenance etc.	Rs. 178,983/-
TOTAL Rs. Two Lakh Ninety Thousand Nine Hundred Thirty Eight Only (2,29,538/-)	Rs. 2,29,538/-

12.3 In addition to the above charges, the Purchaser shall pay actual charges for the installation of the uniform external grill. The Promoter shall utilize the sum of Rs. 5000/- referred to in Clause 12.2 (i) for meeting all legal costs and charges;

12.5 It is agreed in respect of amounts mentioned in Clause 12.2 (i) to (iv) above, the Promoter is not liable to render accounts, however for the amount collected under other heads, the Promoter shall hand over the deposits or balance thereof, if any, to the Organisation as aforesaid. In the event of any additional amount becoming payable, the Purchaser shall forthwith, on demand pay and deposit the difference to the Promoter. The aforesaid amount/deposit shall not carry any interest;

13. FINAL TRANSFER DOCUMENT:-

13.1 The conveyance in favour of the society shall inter alia contain (1) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Promoter for safeguarding its overall interest in the Plot and the Building (2) a covenant by the Purchaser to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein;

13.2 The Promoter shall form an Organisation only after:-

(i) all the premises in the Building have been sold and disposed of and the Promoter has received full consideration or dues payable to him under the Agreements for Sale with the respective purchaser of the various premises;

(ii) The Promoter has fully utilized the FSI available from the Plot and the Larger Plot and/or has fully utilized the increased FSI available by any change in the DCR and/or has fully utilized the TDR or FSI available in respect of the Plot and the Larger Plot, and/or the Occupation Certificate in respect of the Building have been received from the SRA;



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y. Shah*

they shall not raise any objection whatsoever in that respect.

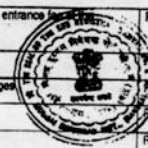
11.6 The Purchaser shall have no claim save and except in respect of the Premises. All other areas including terraces, open spaces, etc. will remain the property of the Promoter until the whole of the Plot is transferred as herein provided subject to the rights of the Promoter as contained in this Agreement.

12. OUTGOINGS:-

12.1 Commencing a week after notice in writing is given by the Promoter to the Purchaser that the Premises is ready for use and occupation, irrespective of whether possession is taken or not the Purchaser shall be liable to pay the proportionate share of the outgoings in respect of the Plot and the Building namely local taxes, lease rent, betterment charges sub-station and cable cost or such other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Plot and the Building. Until the management of the Plot and the Building is handed over to the Organisation, the Purchaser shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter. The Purchaser shall pay to the Promoter provisional monthly contribution of Rs. 7430/- towards the outgoings regularly on the 10th of every month in advance and shall not withhold the same for any reason. The amount so paid shall not carry any interest and remain with the Promoter until the management is handed over to the Organisation;

12.2 The Purchaser shall on or before the delivery of the possession of the Premises pay to the Promoter the following amounts:-

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(i) Non-refundable share money, application, entrance fee & registration	Rs. 601/-
(ii) Non-refundable legal charges	5000/-
(iii) Non-refundable for Society formation charges	10,000/-
(iv) Development charges	15604/-
(v) Debris Removal charges	Rs. 2500/-
(vi) Non refundable for electric/water meter charges	Rs. 20,000/-
(vii) Charges for Mahanagar gas connection, subject to approval from MGL	Rs. 7500/-



*Kin. Shubh
y. Shah*

13.3 Advocates for the Promoter shall prepare and/or approve, as the case may be, the conveyance in favour of the society or any and all other documents to be executed. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the indenture of conveyance and other documents and formation and registration of the society shall be borne and paid by all the purchaser of the various premises in the Building and/or society on its formation. Such amount shall be kept deposited by the Purchaser with the Promoter at the time of taking the possession of the Premises and shall, until utilisation, remain with the Promoter;

13.4 Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Premises or of the Plot or Building or any part thereof.

13.5 The Purchaser is aware that the Promoter is constructing the Building with the loan assistance of DHFL to whom the entire project assets and receivables have been mortgaged/charged as and by way of first and exclusive charge and hence the rights hereby created in favour of the Purchaser shall be subject to prior mortgage/charge of DHFL. The final transfer of the Premises in favour of the Purchaser shall be made only subject to payment of the entire sale consideration and other amounts for the concerned flat to DHFL through the designated Project Escrow Account.

DISPUTE RESOLUTION, ARBITRATION AND JURISDICTION:

The Parties to this Agreement hereby agree that they intend to discharge their obligations in utmost good faith. The parties therefore agree that they shall, at all times, act in good faith, and make all attempts to resolve all differences however arising out of or in connection with this Agreement by discussion within 60 days failing which, mediation should be referred to MCHI

Dispute Resolution Cell and thereafter the Parties shall submit the dispute to arbitration as mentioned herein

The Parties shall be bound to submit all disputes and differences however arising out of or in connection with this Agreement, to arbitration by one (1) arbitrator, failing which by three (3) arbitrators: one nominated by the Promoter, the second by the Purchaser and the third chosen by the two (2) arbitrators so nominated by the parties. The parties agree that until the



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*Kin. Shubh
y. Shah*

arbitration proceedings are complete, they shall not take their disputes to a court of law. The Arbitration and Conciliation Act, 1996, shall in all matters govern the arbitration.

- 14.3 The arbitrators shall be persons of professional repute, who are not directly or indirectly connected with any of the parties to this Agreement. They shall have prior experience as arbitrators.
- 14.4 The place of arbitration shall be Mumbai. The language to be used in the arbitration proceedings shall be English.
- 14.5 The award of the arbitration proceedings will be final and binding on parties to the Agreement.
- 14.6 This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the laws of India. The parties agree to submit to the exclusive jurisdiction of the courts in Mumbai in connection with any dispute arising out of or in connection with this Agreement.

15. STAMP DUTY AND REGISTRATION:-

The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser. The Purchaser shall at his cost and expenses, lodge this Agreement or any other transfer document before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Promoter shall attend such office and admit the execution thereof.



16. NOTICES:-

Any notice to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details as mentioned above. Each party shall inform the other party in writing of any changes in such details. Notices shall be deemed to have been properly given, if sent through registered letter, courier service or personal delivery. Date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery.

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17. INDEMNIFICATION BY THE PURCHASER:-

The Purchaser shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings,

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costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Purchaser in the performance of any and/or all of his obligations under this agreement; (c) damages to any property(ies) howsoever arising related to the use and/or occupation of the Premises and/or the Plot and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his agents, servants, tenants, guests, invitees and/or any person or entity under his control; and (d) Purchase's non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

18. GENERAL PROVISIONS:-

18.1 This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the parties hereto and shall be subject only to the terms and conditions contained herein and this Agreement shall supersede and replace any previous agreements concerning the said premises between the parties hereto. This Agreement will not be amended, altered or modified except by a written instrument signed by both the parties;



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18.2 The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself;

18.3 No failure to exercise or delay in exercising or enforcing any right or remedy under the Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy;

18.4 If there is more than one Purchaser named in this Agreement, all obligations

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hereunder of such Purchaser shall be joint and several:

18.5 In the event of there being a claim in respect of any tax or levy payable for the Plot or the Premises arising out of the applicability and/or interpretation of any statute, then in that event, the Purchaser shall be bound to deposit the claimed amount in an escrow account to be maintained by the Promoter;

18.6 The non-deposit by the Purchaser of this amount shall be deemed to be a breach of the Agreement and the Purchaser shall be liable and for responsible for all the consequences arising there from. In the event of it being found that no such tax is payable, then the amount so deposited in the escrow account shall be refunded back to the Purchaser without any interest, charge or claim of any nature.

18. The PAN numbers of the parties are:

Promoter: AALFA 0468K
Mr. Kirit. M. Shah ANEP 5 0058 B
Ms. Geeta. K. Shah ANEP 5 7925 P

K. Shah

In Witness Whereof the parties hereto have hereunto set and subscribed their respective hands the day, month and year first hereinabove written.

**The First Schedule Above Referred To:
(Description of the Original Property)**

All that piece and parcel of land bearing CTS No. 316, 316/1 to 86 and 87 to 8 admeasuring 4769 square meters, situated at Village Malad North, Taluka Borivali, Subhash Lane Kandivali, in the Registration District of Mumbai Suburban District and bounded as follows

On or towards East : By Subhash Road
 On or towards West : By land bearing CTS NO. 316, 319, 315 and 314
 On or towards North : By land bearing CTS No. 329
 On or towards South : By nalla



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The Second Schedule Above Referred To:

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(Description of the Larger Property)

All that piece and parcel of land bearing CTS No. 316/A admeasuring 4696.52 square meters, situated at Village Malad North, Taluka Borivali, Subhash Lane Kandivali, in the Registration District of Mumbai Suburban District

**The Third Schedule Above Referred To:
(Description of the Plot)**

Piece or parcel of land admeasuring 2024 square meters forming part of the above referred Larger Property and shown in red colour boundary line on the plan annexed hereto and marked Annexure "2".

**The Fourth Schedule Above Referred To:
(Common Areas And Facilities)**

- (i) Entrance lobby and foyer of the building.
- (ii) Lifts and Staircases of the building including main landing for the purpose of ingress and egress but not for the purpose of storing or for recreation. The landing is limited for the use of the purchaser of the premises located on that particular floor and for visitors thereto but is subject to means of access for reaching the other floors, available to all purchasers and visitors.
- (iii) Electric meters and water meters connected to common lights, water connections, pump set, etc.
- (iv) Under Ground water and Over-head water tank.
- (v) Meter room at ground floor level
- (vi) watchman cabins
- (vii) Servants toilet (in case plans are approved as per Option 2)
- (viii) Fitness centre (in case plans are approved as per Option 2)

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Signed And Delivered by the within named "the Promoter" ASHRAY HOUSING by the hand of its authorized partner *Shri Rajeshwar G. Raghavani* in the presence of ...



FOR ASHRAY HOUSING PARTNER

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K. Shah

Signed And Delivered
by the within named "the Purchaser"
C/o. Kirit. Ch. Shah



Kirit Ch. Shah

Mrs. Geeta. K. Shah

In the presence of...



G. K. Shah

L. H. T. I.

Receipt

Received of and from the within named Purchaser the sum of
Rs. 100,000/- (Rupees One Lac only) Only being the earnest
money paid to us vide cheque no. 548017 dated 28-10-14 drawn on
C/o. Ch. Shah Bank, on or before the execution hereof.
Rs. 100,000/-

Witness:
G. K. Shah



We Say Received
FOR SHRAY HOUSING
PARTNER
SHRAY HOUSING
(Promoter)

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Slum Rehabilitation Authority
Administrative Building
Pr. Anant Kankar Marg,
Bandra (East), Mumbai-40
Email: info@sra.gov.in
Tel: 26565800 2656405/1879
Fax: 022-26564547

No.: SRA/ENG/1053/RS/PL/LOI
Date: 24 SEP 2013

1. Architect: Shri. Manoj Satodia, 01, Avasan, Upper Ground Floor, Shah Anandji, Rani Sati Marg, Malad (E) Mumbai-400 097.
 2. Developer: M/S. Shray Housing, 100, K. K. Wadia Colony, Opp. Laxmi-Shoping Center, Podar Road, Bandra, Mumbai-400 097.
 3. Society: Shri. Residency SRA C.H.S. Ltd, Flat No. 116, 316/1 to 80, 317 & 317/1 to 80, Village Malad (N), Subhash Road, Malad (W) Mumbai.
- Subj.: Proposed Slum Rehabilitation Scheme for Slum & Non slum plot bearing C.T.S. No. 316, 316/1 to 80, 317 & 317/1 to 80 of Village Malad (N), Subhash Road, Kandivli (W) District MALAD (M), Mumbai for "Shray Residency SRA C.H.S. Ltd".
- Ref.: SRA/ENG/1053/RS/PL/LOI

Gentlemen,
With reference to the above mentioned Slum Rehabilitation Scheme on Slum & non slum plot bearing C.T.S. No. 316, 316/1 to 80, 317 & 317/1 to 80 of village Malad (N) Subhash Road, Kandivli (W), M.C.C.M. Mumbai, this office is pleased to inform you that this Revised Letter of Intent is considered and approved for the sanctioned FSI of 3.13 (Three Point One Three only) for slum plot and Zonal FSI of 1.00 (One Point Zero Zero only) & FSI of 1.00 (One Point Zero Zero) in form of TDR for & Reg. 32 of amended D.C. Regulations 1991. Maximum net FSI of 3.00 shall be allowed to be consumed on the slum plot and Zonal FSI of 1.00 & FSI of 1.00 in form of TDR shall be allowed to be consumed on the non slum plot subject to the following conditions:

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1. That you shall restrict the built up area meant for sale in the open market and built up area of rehabilitation as per the following scheme parameters.

The salient features of the scheme are as under:

Sr. No.	Description	Proposed LOI		
		Slum Plot (In Sq. mtr.)	Non-Slum Plot (In Sq. mtr.)	Total
1	Area of plot	4171.50	597.50	4769.00
2	Deduct:			
	a. Road Set back	72.48		72.48
	b. Reservation area			
	Total	72.48		72.48
3	Balance plot area	4099.02	597.50	4696.52
4	Deduction for 15% (if applicable)			
5	Net area of plot for computation of T.R. density	4099.02	597.50	4696.52
6	Addition for FSI purpose J in & D above	72.48		72.48
7	Total Plot Area for FSI Purpose	4171.50	597.50	4769.00
8	Max FSI permissible on plot	3.00	1.00	1.00 (TDR)
9	F.S.I. credit available by TDR		597.50	597.50
10	Max. Permissible BUA in situ	12514.50	597.50	13709.50
11	Rehab Built up area	5649.48		5649.48
12	Passage & Amenity (Existing & Proposed) BUA	1753.63		1753.63
13	Rehabilitation component	7403.11		7403.11
14	Sale component	7403.11	597.50	7900.61
15	Total BUA sanctioned for project	13052.59	597.50	13650.09
16	FSI sanctioned for Project	3.13	1.00	1.00
17	Sale, BUA permissible in situ	6853.02	597.50	8050.02

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18	A) Nos. of slum dwellers to be re-accommodated		
	Residential	184 Nos.	
	Commercial	1 Nos.	
	Res. cum Comm	00 Nos.	
	B) Amenities to be provided		
	Soc. Office	03 Nos.	
	Bahadi	03 Nos.	
	Welfare Center	03 Nos.	
19	Nos. of PAP generated in the scheme	18 Nos.	
20	Area of non-buildable reservation		
	a. Road Set back	72.48	72.48

2. That this Letter of Intent is issued on the basis of plot area certified by the Architect and the Annexure - II issued by Competent Authority and other relevant documents. In the event of change of any of the above parameters, during actual site survey by the City Survey Officer and/or change of plan parameters as revealed during IOA, then the sale area contained on the plot will be adjusted accordingly so as to keep total consumption of F.S.I. on the plot within 3.00.



3. That the conditions mentioned in certified Annexure-II issued by Addl. Collector (Eng. & Rep. W.N. and 22/08/2007 shall be read and compliances thereof shall be submitted to this office.
You shall submit phase wise programme along with Bar-Chart for completion of scheme, infrastructural works, reservations, etc. in the layout and same shall be developed accordingly. This shall be submitted along with layout plan before issue of C.C. Rehab Bldg. IOA of the building whenever is earlier a completed undertaking to that effect shall be submitted.

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4. That you shall pay total amount of Rs. 43,80,000/- towards Maintenance Deposit to be kept with Slum Rehabilitation Authority at the rate of 20,000/- per tenement as decided by the Authority. The amount of Rs. 2,348,000/- i.e. @ Rs. 560/- (Suburban) Rs. 1,800/- (City) per sq.mt; towards Infrastructural Development charges shall be paid by you on or before 22.10.14.

5. That you shall hand over 65 numbers of tenements to the Slum Rehabilitation Authority/MHADA/MCOM or any designated Govt. authority for Project Affected Persons, each of carpet area 25.00 sq.m as free of cost.

The PAP tenements shall be allotted as a PAP tenement on doors prominently. After completion of the building, PAP tenements shall

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be protected by the developer till handing over to the concerned authority by providing security guards etc.

- 7. That the Amenity Tenements i.e. 03 nos. of Balwadi shall be handed over to the Woman and Child Welfare Department, Government of Maharashtra as per the directions given by the Additional Chief Secretary, Woman and Child Welfare Department, Government of Maharashtra, in meeting held on 18.10.2011 as per Circular No. 129 and 03 nos. of Welfare Centre, 03 nos. of Society Office shall be handed over to the slum dwellers society to use for specific purpose only within 30 days from the date of issue of OCC of Rehab/Composite bldg. Handing over / Taking over receipt shall be submitted to SRA.
- 8. That all the conditions of Annexure - A attached herewith shall be complied at the relevant stages indicated therein.

If you are agreeable to all these above conditions, you may submit proposal for approval of plans separately for each building, in conformity with the modified D.C. Regulations of 1991 in the office of the undersigned.

Yours faithfully,
Manoj K. Patil
Chief Executive Officer
Slum Rehabilitation Authority

(Hon'ble CEO (SRA) signed dated 21/06/2013)



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ANNEXURE - A

THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH AT THE RELEVANT STAGES INDICATED THEREIN:-

- 1. This Letter of Intent merely does not give any right to avail of extra FSI granted under D.C. Regulation 33 (10).
- 2. That the Arithmetical error/typographical error if any revealed at any time shall be corrected on either side.
- 3. That this LOI is valid for the period of 3 (three) months from the date of issue. However, if IOA / CC are obtained for any one bldg. of the project then this LOI will remain valid till completion of project.
- 4. That you shall rehabilitate all the additional hutment dwellers if declared eligible in future by the competent Authority, by amending plans wherever necessary.
- 5. The owner/Developer shall display the name at site before starting of the work giving the details such as name, address of owner/Developer, Architect, Structural Engineer as well as file No.
- 6. That if any of the documents submitted by Architect / Developer / Society or Owner are found to be fraudulent/misappropriated by Competent Court and if directed by Competent Court to cancel the LOI then, the LOI is liable to be cancelled and concerned person/Society/Developer/Architect shall be liable for action under section 192, 200, 420, 465, 468 and 471 of IPC 1860 and section 101 of Indian Evidence Act.



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- 7. That you shall bear the cost of carrying out infrastructure works up to the plot, and shall strengthen the existing infrastructure and / or provide services of adequate size and capacity as per directives of the Slum Rehabilitation Authority, issued during execution period.
- 8. That you shall bear the cost towards displaying the details such as Annexure - II, date of issue of important document like LOI, Layout, etc. on SRA website.
- 9. That you shall submit the NOCs as applicable from the concerned authorities in the office of Slum Rehabilitation Authority before commencing of work at which it is insisted in IOA.
- 10. If the IOA are not obtained within stipulated validity period then the developer/society is liable to pay compound interest in this respect at 16% per annum on balance amount payable for land premium.

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- 11. That you shall submit registered undertaking stating that at later stage if it is noticed regarding less premium is charged then the difference in premium paid and calculated as per the revised land rate will be paid as per policy.
- 12. As per circular No. 138, that the rehab/composite buildings shall be constructed as per specifications of relevant IS codes, NBC in force & the Specifications for Quality Control Measures of SRA Rehab Buildings prescribed by SRA.
- 13. That you shall complete the entire project within the stipulated time period from the date of issue of CC to 1st rehab building as mentioned below:-
Plot area up to 4000 sq.mt. - 36 months
Plot area between 4001 to 7500 sq.mt. - 60 months
Plot area more than 7500 sq.mt. - 12 months.
If you failed to complete the project within stipulated time period the extension shall be obtained from the CEO, SRA with valid reasons.

A. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE IOA OF BLDG.:-

- 1. That the carpet area of rehabilitation tenements, PAP tenements and PTC tenements shall be sealed and duly signed by the Licensed Surveyor/ Architect.
- 2. That you shall register society of all eligible slum dwellers to be rehabilitated under Slum Rehabilitation Scheme before issue of IOA. There after finalising the allotment of Project Affected Persons (PAP) by the Competent Authority, they shall be accommodated as a member of registered society.
- 3. That you shall rehouse the eligible slum dwellers under the list certified by the Competent Authority (i.e. Additional Chief Secy. to Govt. in Rem.) in residential tenements of carpet area up to 20 sq.mt. or residential-cum-commercial tenements of carpet area up to 30 sq.mt. and /or commercial tenements as per list area of allotment certified Authority issued by Competent Authority. The carpet area of 20/30 sq.mt. will never be less than of 10 sq.mt. and 15 sq.mt. respectively. The same as per building specifications norms/bill of materials.
- 4. That you shall form a federation of societies along with other societies if applicable so as to maintain common amenities such as internal road, recreation ground, street lights etc.

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- 5. That the Developer shall incorporate the clause in the registered agreement executed with eligible slum dwellers and project affected persons that they shall not sell or transfer tenements allotted under Slum Rehabilitation to anyone else except the legal heirs for a period of 10 (ten) years from the date of taking over possession (date of allotment, without the prior permission of the CEO (SRA)).
- 6. That you shall submit the Indemnity Bond, indemnifying the Slum Rehabilitation Authority and its officers against any accident on site, risks or any damages or claim arising out of any sort of litigation with the slum dwellers / project owners or any others before IOA.
- 7. That you shall not block existing access leading to adjoining structures/users and shall ensure provision of adequate access to the adjoining land locked plots. The cost of road and the same shall be shown on layout plan to be submitted for approval on terms and conditions as may be decided by Slum Rehabilitation Authority.
- 8. That necessary concurrence from concerned department of MCGM and/or other user department shall be obtained for planning of buildable reservation and/or amenity open space before requesting for approval of IOA of the respective building.
- 9. That you shall accommodate the eligible slum dwellers huts getting cut along the boundary of the plot demarcated by the staff of the City Survey office.



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- 10. That you shall get the plans approved for each building separately with due mention of the scheme of Rehabilitation of plot under D.C. Regulation No. 33(10) and with specific mention on plan of the rehabilitation building/tenements for slum dwellers and project affected persons that the same are for rehousing of slum dwellers / project affected persons. Tenements to be allotted to the PAP are hatched with due mention that they are for allotment of PAP as stated by concerned Authority. These PAP tenements shall not be interchanged with eligible slum dwellers rehab tenement without prior permission of ARS/SRA.
- 11. a) The Society/Developer/Architect shall display the copy of approved LOI and list of Annexure-II with prior permission from the CEO (SRA). That copy of Annexure - II shall be displayed at the office of the Competent Authority or society of slum dwellers on the notice board of society for the period of 30 days and shall be easily accessible to the staff of SRA for inspection.
- b) That Developer shall ensure that any slum dwellers held out as eligible by the Competent Authority or desire to make any

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charges shall apply within three months of issue of the Letter of Intent to the appellate authority with supporting documents.

c) That developer/society shall give wide publicity for the approval of S. R. scheme in at least one local Marathi in Marathi script & English newspaper in English script and proof thereof shall be submitted to Dy. Collector (SRA).

d) That society/developer shall submit NOC from Dy. Collector (SRA) stating that the appeals for eligibility of non-eligible slum dwellers as Annexure-II are received by the Appellate Authority before requesting any further approvals to the S.R. Scheme.

OR

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

12. As per Circular No. 105, it is mandatory to obtain NOC from Dy. Collector (SRA) as per above Condition No-A11 of Annexure-A.

13. That IOA for first rehab building will be granted after compliance of above Condition No-A11 of Annexure-A & Registration of the Society by ARS (SRA).

14. That the IOA/building plans will be approved in accordance with the modifications in the Development Control Regulations issued by Govt. of Maharashtra vide Notification No. CMS/78/1991/44 (CR-58/2011/UD-11) dated 06.07.2012 and prevailing rules/ordinances at the time of approval.

15. That the tenements proposed for rehabilitation shall be shown distinctly on the plan to be submitted and should be forwarded to A.A. & C. of concerned ward to assess.

16. That you shall submit the Registered Undertaking from Developer/Society stating that they will handover PAP tenements to SRA, in case of the non-eligible slum dwellers before approving amended IOA to the rehab team.



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17. The BUA of 1.00 permissible TDR will be utilized only after, that you shall purchase & utilize the permissible one TDR i.e. 597.50 sq. mtr. before granting amended IOA to the rehab building no.3.

B. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE REQUESTING PLINTH C.C. OF THE PROPOSED BUILDING.

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

2. That you shall obtain the permission for construction of the temporary transit accommodation from Slum Rehabilitation Authority along with the plans of development programme and the list of the eligible slum dwellers shifted in the transit camp or shifted on rental basis duly signed by Developer & Committee members with date of their displacement from their existing huts shall be submitted before requesting C.C. for Rehab bldg.

3. That you shall get D. P. Road set back limit/other buildable & non-buildable reservation land demarcated from A. E. (Survey)/D.P./E.P. (T&D) department of MCGM.

4. The developer shall submit prior Environmental Clearance from Ministry of Environment & Forest (MOEF) as per the notification no. 1533 (E) dated 14.9.2006 before obtaining C.C. in the scheme with actual area to be constructed on site having more than 20000 sq. mtr.

5. That you shall submit revised layout and get the same approved by the MCGM before submitting the application for C.C. to the last date being in the layout.

6. That you shall get the plot boundaries demarcated from Concerned Officer before requesting of C.C. as per D.C. Regulation No. 3a (27), prior to commencing the building work and the compound wall shall be constructed on all sides of the plot clear of the road side drain.

7. That you shall ensure free flow of rain water from adjoining holding, to the possession of holding in phase programme as per the plan/condition of structures on plot before requesting C.C.

8. That you shall submit the certified copy of notarized Agreements of all members of eligible slum dwellers with the photographs of wife and husband on each of the agreements before requesting for Commencement Certificate and the name of the wife of the eligible



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occupier of hut shall be incorporated as joint holder of the tenement to be allotted in the rehabilitation building.

8. That you as Architect / Developer / Society / PMC shall strictly observe that the work is carried out as per phased programme and Bar-Chart approved by the Slum Rehabilitation Authority and you shall submit quarterly progress report to the Slum Rehabilitation Authority along with photographs and certificate showing the progress of the construction work on site achieved as per approved phased programme. Even if the progress is nil, report shall be submitted by the Architect stating reasons for delay.

9. Rehab/Sale Building

a. That you shall appoint Project Management Consultant with prior approval of Dy. Ch. Eng. (S.R.A./E.E. (S.R.A.)) for implementation / supervision / completion of S.R. Scheme.

b. The Project Management Consultant appointed for the scheme shall submit quarterly progress report to Slum Rehabilitation Authority after issue of LOI.

c. That the developer shall execute tri-partite Registered agreement between Developer, Society & Lift Supplying Co. or maintenance firm for comprehensive maintenance of the electro-mechanical systems such as water pumps, lifts, etc. for a period of ten years from the date of issue of Occupation Certificate to the High-rise Rehab building.

Entire maintenance cost shall be borne by the developer and copy of the registered agreement shall be submitted to SRA for record before applying for Occupation Certificate including part O.C.

d. The third party quality auditor shall be appointed for the scheme with prior approval of Dy. Ch. Eng. (S.R.A./E.E. (S.R.A.)) for quality audit of the building work at various stages of S.R. Scheme.

e. That the developer shall install fire fighting system as per requirements of C.P.D. and to the satisfaction of concerned Department. The developer shall execute tri-partite Registered agreement between Developer, Society & Fire Fighting Company and/or maintenance firm for comprehensive maintenance for a period of ten years from the date of issue of occupation certificate to the High-rise Rehab/Composite building.

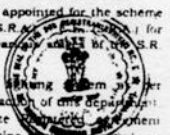


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Entire maintenance cost shall be borne by the developer and copy of the Registered Agreement shall be submitted to SRA for record before applying for Occupation Certificate including part O.C.

f. That the structural design of buildings having height more than 24m shall be got peer reviewed from another registered structural engineer / educational institute.

g. That the above sub-clauses shall be applicable as amended from time to time by SRA.

10. That the existing stand post water connections in the scheme shall be disconnected after demolition of respective hutment and all the dues shall be paid & cleared by the developer in consultation of AE (WW) of concerned ward.

11. That you shall pay Labour Welfare Cess charges of one percent (1%) of total construction cost as per the Stamp Duty Ready Reckoner rate (excluding land cost) as per Circular No. 130 before grant of C.C.

12. That you shall pay development charges as per 124 E of M.R. & T.P. Act separately for sale built up area as per provisions of M.R. & T.P. Act as per prevailing Stamp Duty Ready Reckoner rate.

C. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE REQUESTING FURTHER C.C. OF THE PROPOSED BUILDING.

1. That you shall submit the P.R. Card with area mentioned in words duly certified by Superintendent of Land Records for demarcated/sub-divided plots before requesting C.C. for last 25% built up area.

2. That you shall handover the demarcated buildable, non-buildable reservation and/or built up area to MCGM and, or user independent free of cost & free of encumbrances before requesting C.C. for last 25% of sale built up area in the scheme. As per MCGM specification and certificate to that effect shall be obtained and submitted.

3. That the quality and workmanship of construction work of each building in the scheme shall be strictly monitored by concerned Architect / Site supervisor, Structural Engineer and report on quality of work carried out shall be submitted by Architect with last 25% of the scheme at obtaining further C.C. various stages of construction & before occupation to the buildings in the scheme.

4. That you shall submit revised plan from CPO before C.C. beyond the upper floors.



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- That you shall submit the remarks from E. E. (T & C) for parking layout and NOC from Cn. Eng. (M&E) of MCGM for Mini Rotary System & Mechanical Parking Tower before asking further C.C. in sale building.
- THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE REQUESTING O.C. TO ANY PART OF THE PROPOSED BUILDING.**
- That the possession of the residential tenements shall not be handed over to the eligible hutment dwellers without carrying out the lottery/draw by the ARS(SRA) and transit accommodation given is surrendered and all the dues to the M.C.G.M./MHADA/Govt. has been cleared.
Demolition of the Transit Camp shall be carried out before obtaining the Occupation Certificate in the Sale Bldg.
- That the layout Recreation Ground shall be duly developed before obtaining occupation in sale building as per DCR 1991
- That the allotment of rehabilitation tenements to the eligible slum dwellers in the scheme, shall be made by drawing lots in presence of the representative of the Assistant Registrar of Societies (SRA) and statement of rehab. tenements allotted to the eligible slum families in the rehabilitation building with corresponding tenements no. in rehab / composite building and Sr. No. in Annexure - II etc. authenticated by the concerned society of slum dwellers and Assistant Registrar (SRA) shall be submitted before issuance of occupation permission of respective rehab. tenements as per the policy circular of SRA in this regard.
- That you shall submit separate P.R. Card with words duly certified by Superintendent of Land Revenue (SLR) for the non-buildable reservation at the name of M.C.G.M. before requesting Occupation Certificate for Sale Bldg.
- In case of S.R. Scheme on Private land, conveyance deed for rehab component shall be executed before requesting OCC of Sale building and conveyance deed of sale component shall be executed as per provisions of MOFA
- That you shall display hutment sign boards on site and painting of SRA logo on completion of rehab buildings.



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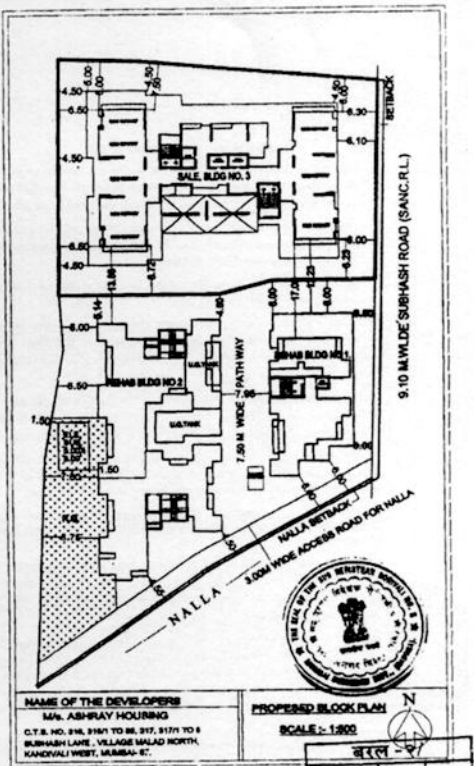
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- That the developer shall ensure that water connection to the rehab building is obtained within one month from date of OCC. Certificate of water connection obtained shall be submitted to this office before asking any further approvals in the scheme thereafter.
- That the defect liability period for rehab/composite building will be 3 years from the date of obtaining OCC and any repairs/rectification required during this period will be done by the developer as per circular no 108. The bank guarantee and deposits of the developer will be withheld till the completion of the defect liability period of rehab/composite bldg.
- That you shall pay Rs. 100/- per eligible slum dwellers towards issue of Identity Cards as per circular No 137 dtd. 01.08.2012 before O.C.C. to Rehab Bldg. / Composite Bldg.
- That you shall pay Rs. 100/- (Rupees Ten Only) per sq. feet of rehab constructed area inclusive of rehab component & staircase, lift, passage suit area etc. for the Structural Audit as per circular No. 138 before issue of Occupation Certificate of rehab building.
- That you shall submit NOC from Reliance Energy/Electrical Co. & NOC from CPD before granting O.C.C. to the sale building in the S.R. Scheme.



Chief Executive Officer
Slum Rehabilitation Authority

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ICL
IC LEGAL
Advocates & Solicitors

21, Commerce House,
Sahdeo Marg,
Fort, Mumbai 400 022, India.
Telephone: +91 (22) 6140 3600

Title Certificate

Re: Several pieces and parcels of land bearing C.T.S. Nos. 316, 316/1 to 8, 317, 317/1 to 8 amounting to 4,769 square meters situated at Village Malad North, Taluka Borivli, Subhash Lane Kandivli, in the Registration of Mumbai Suburban District.

- We have investigated the title of M/s. Ashray Housing ("Owner") a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having their office at 11/12, Nagarwala Colony, Opp. Laxmi Narayan Shopping Center, Poddar Road, Malad (East) Mumbai - 400 097, to the captioned property and right and authority of the Owner to develop the captioned property and construct building/s thereon and sell the premises therein.
- For the purpose of investigation (i) public notice was got to be published in the issues of Free Press Journal dated 10th May 2010, Navbharat Times dated 10th May 2010 and Navshakti (Mumbai) dated 16th May 2010 (being the daily news papers); and (ii) searches were taken in the office of the Sub-Registrar of Assurance at Bandra, Goregaon, Borivli and Mumbai; and (iii) papers and documents made available to us were perused; and (iv) information sought from the Owner.



On perusal of documents and information given on enquiries, we hereunder set out the understanding of the Owner's title to the captioned property and also right and authority of the Owner's to develop the same, construct the building/s thereon and sell the same property therein:

The Owner is the owner of the captioned property more particularly described in the Schedule hereunder written (hereinafter referred to as the "said property"):

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a portion bearing CTS Nos 316 (part), 316/1 to 15, 42 to 51, 59 to 86 & 7/1 to 8 from one Mr. Moha and All Uman Morin vide Deed of Conveyance dated 16th February, 2005 read with Deed

Suburban Office: 206, 2nd Floor, Hudson Square, Off. Western Express Highway, Andheri (East), Mumbai 400 068, India.
Telephone: +91 (22) 6184 8000

of Declaration cum Confirmation dated 6th December, 2006 made between the said Mr. Mohamed Ali Usman Momin of the one part and the Owner of the other part, and registered with the Sub-Registrar of Assurances at Bandra under serial No. BDR-12/08839/2006 dated 13th December 2006;

(b) another portion bearing CTS Nos. 316/32 to 38 from one Tarakeswar Rajaram Upadhyay vide a Deed of Conveyance dated 2nd March, 2005 read with Deed of Declaration cum Confirmation dated 6th December, 2006 made between the said Tarakeswar Rajaram Upadhyay of the one part and Owner of the other part, and registered with the Sub-Registrar of Assurances at Bandra under serial No. BDR-12/08844/2006 dated 13th December, 2006; and

(c) remaining portion bearing CTS Nos. 316 (part) and 316/36 to 41 from Shri Bhandal Yadav S/o Sukhray Yadav and others (being the heirs and legal representatives of late Shri Bhandal Yadav S/o Sukhray Yadav), vide a Deed of Conveyance dated 1st December, 2006 made between Shri Bhandal Yadav S/o Sukhray Yadav and others of the one part and Owner of the other part, and registered with the Sub-Registrar of Assurances at Bandra under serial No. BDR-12/08844/2006 dated 13th December, 2006;

4. A portion measuring 4,172.5 sq. meters, out of the said property, is declared as slum under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 (hereinafter referred to as the "SRA Act");

5. The Collector, Mumbai Suburban District by order dated 13th October, 2010 corrected the area of the said property.

6. The Slum Rehabilitation Authority issued



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(a) Letter of Intent ("LOI") bearing No.SRA/ENG/1053/RS/PL/DI dated 6th May 2009 and revised LOI bearing No.SRA/ENG/1053/RS/PL/DI dated 4th May 2010 and further revised on October 31, 2011 and further revised on September 24, 2013;

(b) Sanctioned the plans for the construction of Rehab Bldg. No. 2 on a portion of the said property and issued Intimation of Approval bearing No.SRA/ENG/Desk-3/2205/RS/PL/AP dated 23rd July 2009 and Commencement Certificate bearing No. SRA/ENG/Desk-3/2205/RS/PL/AP dated 7th September 2009;

(c) Sanctioned the plans for the construction of Rehab Bldg. No. 1 on a portion of the said property and issued Intimation of Approval bearing No.SRA/ENG/Desk-3/2204/RS/PL/AP dated 21st June 2010 and Commencement Certificate bearing No. ENG/Desk-3/2204/RS/PL/AP dated 4th December 2010

(d) Sanctioned the plans for the construction of Sale Bldg. No.3 on a portion of the said property and issued Intimation of Approval bearing No. SRA/ENG/2378/RS/PL/AP dated 7th March, 2011 and amended Intimation of Approval dated 2nd January 2012 and Commencement Certificate bearing No. SRA/ENG/2378/RS/PL/AP dated 11th July, 2012, up to the plinth level.

The Owner has taken loan from Dewan Housing Finance Limited ("DHFL") and pledged inter-alia (a) a portion of the said property on which the Sale Building is being constructed; (b) flats / units in the Sale Building; and (ii) all the receivables from the Sale Building, in favour of DHFL as a security for repayment of loan taken by the Owner for the said three Deeds of Simple Mortgage have been executed and registered with the Registrar of Assurances at Bandra on 11th October, 2012, 23rd November, 2012 and 26th August 2014 and registered with the Registrar of Assurances at Borivli under serial No. BDR-06/08/92/2012, BDR-3-9281-2012 and BDL-3/4766/2014, respectively.



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9. Mr. Rajnath Ramarevak Yadav filed an Appeal being Appeal No.7 of 2014 before the Superintendent of Land Records, Bandra, for cancellation of the Mutation Entry No. 289 of 2012 and No.290 of 2012. The said Appeal is pending.

10. In these circumstances, and subject to the aforesaid mortgage in favour of DHFL, and subject to what is stated hereinabove, we are of the view that Owner is the owner of the said property and is entitled to develop the said property and construct buildings thereon in accordance with the provisions of the Development Control Regulation, and sell the flats forming part of the sale component.

THE SCHEDULE ABOVE REFERRED TO:

Several pieces and parcels of land bearing C.T.S. Nos. 316, 316/1 to 84, 317, 317/1 to 8 measuring 4,769 square meters situated at Village Malad North, Taluka Borivli, Subbanh Lane Kandivli, in the Registration of Mumbai Suburban District and bounded as follows:

On or towards South : By walls
On or towards North : By land bearing CTS No. 320
On or towards East : By Subbanh Road
On or towards West : By land bearing CTS No. 314, 315/5, 318/5 and 319

Dated this 3rd day of November, 2014.

For IC Legal

Partner

Chaudhary



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ANNEXURE - 4
MUMBAI SUBURBAN DISTRICT
REGISTRATION DEPARTMENT
BANDRA

Sl. No.	Particulars	Area (sq. ft.)	Remarks
1
2
3
4
5
6
7
8
9
10

मालमत्ता पत्रक

क्र.सं.	पत्रक	वर्ग संख्या	वर्ग नाम (S1)	वर्ग नाम (S2)	वर्ग नाम (S3)
10/1/10	...	S1
10/1/11	...	S1
10/1/12	...	S1
10/1/13	...	S1
10/1/14	...	S1
10/1/15	...	S1
10/1/16	...	S1
10/1/17	...	S1
10/1/18	...	S1
10/1/19	...	S1
10/1/20	...	S1



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मालमत्ता पत्रक

क्र.सं.	पत्रक	वर्ग संख्या	वर्ग नाम (S1)	वर्ग नाम (S2)	वर्ग नाम (S3)
10/1/21	...	S1
10/1/22	...	S1
10/1/23	...	S1
10/1/24	...	S1
10/1/25	...	S1
10/1/26	...	S1
10/1/27	...	S1
10/1/28	...	S1
10/1/29	...	S1
10/1/30	...	S1



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SLUM REHABILITATION AUTHORITY

3th floor, G.D. Nandan Bhavan, Bandra (S) Mumbai - 400 051.

Intimation of Approval under Sub regulation 2.3 of Appendix - IV of D.C.R. No. 33 (10) D.L. 16.10.97 for Brihanmumbai.

No. SRA/ENG/... dated 7 MAR 2011

BAIR, BLDG, No. 3

To, M/s. Ashray Housing, 17/12, Nagawale Colony, C.D. - Laxmi Narayan Shopping Centre, ... Mumbai - 400 667.

furnished to me under your letter, dated 12/03/2010. I have to inform you that the proposal of construction of the building or work proposed to be erected or executed is hereby approved under section 45 of the Maharashtra Regional & Town Planning Act, 1965 as amended up-to-date, subject to the following conditions:

- A. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UP TO PLINTH LEVEL.
 - 1) That the Commencement Certificate u/s. 44/69 (1) of the MR & TP Act, Shall be obtained before starting the proposed work.
 - 2) That the compound shall be constructed, after getting the plot demarcated from the concerned authority, on all sides of the plot clear of the road side drain without obstructing the flow of rain water from the adjoining holding, to prove possession of holding before starting the work as per U.C. Regulation No. 38 (27)
 - 3) That the structural Engineer shall be appointed, and the Supervision memo as per Appendix X: D.C. Regulation 5(3) (a) shall be submitted by him.
 - 4) That the Structural design and calculations for the building shall be submitted for system analysis as per relevant I.S. code along with plan shall be submitted to the concerned authority.



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Subject to your so modifying your intention as to comply the aforesaid mentioned conditions and meet by requirements. 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 encroach any of the provisions of the said Act as amended as aforesaid or any rule, regulations of bye-law made under that Act at the site in force.

Your attention is drawn to the special instructions and Notes accompanying this Intimation of Approval.

SPECIAL INSTRUCTIONS

- 1) IN CASE OF PRIVATE PLOTS THIS INTIMATION OF APPROVAL GIVES NO RIGHT TO BUILD UPON LAND WHICH IS NOT YOUR PROPERTY.
- 2) Under Section 151 & 152 of M.R. & T.P. Act 1965, as amended the Chief Executive Officer, Slum Rehabilitation Authority has empowered the Chief Engineer (S.R.A.)/Executive Engineer (S.R.A.) to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the C.E.O. (S.R.A.) by the section of the said Act.
- 3) Proposed date of commencement of work should be communicated to this office.
- 4) One more copy of the block plan should be submitted to the Collector, Mumbai / Mumbai Suburban District as the case may be.
- 5) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai / Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the rate 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 Approval.



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- 5) That the low lying plot shall be filled up to a reduced level of atleast 92 T.M.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and shall be leveled, rolled, consolidated and sloped towards road side before starting of the work.
- 6) That the regular/sanctioned /proposed lines alignment of proposed D.P. road and reservations shall be got demarcated at site through A.E. Survey/ E.E. (T & C)/E.E. (D.P.) of M.C.G.M. /D.I.L.R. before applying for C.C.
- 7) That the sanitary arrangement shall be carried out as per M.C.G.M. specifications and drainage layout shall be submitted and got approved before C.C.
- 8) That the existing structures proposed to be demolished shall be demolished with necessary phase programme with agreement of affected slum dweller shall be submitted and got approved before C.C.
- 9) That the Registered site supervisor through Architects/Structural Engineer shall be appointed before applying for C.C. & quarterly report from the site supervisor shall be submitted through the Architect/Structural Engineer certifying the quality of the construction work carried out at various stages of the work or whenever demanded by the Executive Engineer (SRA).
- 10) That the requisite premiums/ deposits as per Circular No.7 vide SRA/1372/dated 25-11-97 etc. shall be paid before C.C.
- 11) That you shall submit layout and get the same approved before obtaining CC of the 1st rehab bldg. and conditions thereof will be done before occupation of the building.
- 12) That the conditions of Letter of Intent shall be complied with at appropriate stage i.e. before C.C./Further C.C./Occupation.
- 13) That no construction work shall be allowed to start on the site unless labour insurance is taken out for the concerned labours to cover the compensation. The compliance of same shall be intimated to this office.

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- 14) That the Indemnity bond indemnifying the CEO (S.R.A.) and his staff for ownership damages, risks, accidents, etc. shall be submitted. An registered undertaking regarding no nuisance caused to the occupiers shall also be submitted before requesting for C.C./starting of work.
- 15) That the development charges as per MRTP Act amended upto date shall be paid before issue of C.C.
- 16) That the Registered undertaking shall be submitted alongwith plan for agreeing to hand over the setback land/D.P. road free of compensation and that the handing over certificate for the same shall be obtained from concerned Assistant Commissioner/D.P. Department of M.C.G.M. and that the ownership of the setback land/D.P. road will be transferred in the name of M.C.G.M. before requesting C.C. of last 25% development in the S.R. Scheme.
- 17) That the Reg. u/t. in prescribed Proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall be submitted before C.C.
- 18) That the Registered Undertaking from the Developer as well as Society shall be submitted for the following
 - i) Not misusing cover pocket terrace.
 - ii) Not misusing part still.
 - iii) Meter room
 - iv) Society office
 - v) MTNL Room
 - vi) Podium area/parking area
 - vii) Space for fitness centre
 - viii) Elevation treatment
 - ix) Refuge area
 - x) D.G. Set Room
 - xi) Letter Box Room
 - xii) Elevated Physical R.O.
 - xiii) Service Floor
 - xiv) Entrance Lobby



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- 19) That you shall appoint Third Party Quality Auditor with prior approval of Dy.Ch.Eng. (S.R.A.) / E.E. (S.R.A.) for supervision of S.R. Scheme.
- 20) That you shall appoint the Project Management Consultant with prior approval of Dy.Ch.Eng. (S.R.A.) / E.E. (S.R.A.) for the scheme and P.M.C. shall submit quarterly progress report to the Slum Rehabilitation Authority during the progress of the work.
- 21) That you shall pay maintenance deposit at the rate of 20,000/- per tenement as decided by the authority from time to time. The infrastructure charges at the rate of Rs. 560/- per sq.mt. shall be paid.
- 22) That you shall submit the NOCs/remarks before requesting for C.C. and the requisition shall be complied with before occupation certificate/B.C.C., as applicable from the following concerned authority.
 - (1) A.A. & C Ward
 - (2) H.E.
 - (3) C.F.O.
 - (4) Tree Authority,
 - (5) Dy. Ch. Eng.(SWD)
 - (6) Dy. Ch.E.(S.P.) (P & D)
 - (7) Dy.Ch.Eng. (Roads)
 - (8) P.C.O.
 - (9) M.T.N.L. - Mumbai
 - (10) E.E. (R.W.H.) of M.C.G.M.
- 23) That you shall submit the phase wise programme for development of infrastructure works, reservations, amenities, etc. in the layout while approving the layout and same shall be developed accordingly.
- 24) That you shall submit an Indemnity Bond thereby indemnifying SRA & its officers from any litigation arising there of in future due to the ownership dispute of the plot under reference.
- 25) That you shall not reduce front open space less than 2.5 mtr. at any floor level due to proposed elevation features.
- 26) That the requisition of regulation no. 45 & 46 of D.C. Regulations 1991, amended upto date shall be compiled and records of quality of work, verification report etc. shall be maintained at site till completion of the entire work.



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- 27) That you shall submit the P.R. Card with area mentioned in word duly certified by Superintendent of Land Records for amalgamated/sub-divided plots before obtaining C.C. for last 25% of built up area.
 - 28) That you shall get the plot boundaries demarcated from City Survey Officer (SRA) before starting the work as per Regulation No. 35 (27) of D.C. Regulations 1991, prior to commencing the building work and the compound wall shall be constructed on all sides of the plot clear of the road side drain without obstructing flow of rain water from adjoining holding, to prove possession of holding in phase programme as per removal/cleaning of structures on plot before requesting C.C. of composite building.
 - 29) That you shall submit structural design and submitted by structural consultant on record shall be got vetted from the registered structural consultant before issuing plinth C.C. of rehab building.
 - 30) That you shall submit the remarks from E.E. (T & C)/E.E.(D.P.) of MCOM, regarding handing over of parking lots/D.P. reservation.
 - 31) That the structural design considering the provision of seismic/wind load or calculations for the proposed work will be submitted before requesting for C.C.
 - 32) That the P.C.O. charges shall be paid to Insecticide officer before requesting for C.C. for providing treatment at construction site to prevent epidemics like Dengue, Malaria etc. of concerned ward of M.C.G.M. and provision shall 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 be complied with.
 - 33) That the proportionate sewer line charges as worked out by Dy.Ch.Eng. (Sewerage Planning) shall be paid in that office of M.C.G.M. before requesting for C.C.
- That the Registered undertaking shall be submitted for payment of difference in premium paid and calculated as per revised land rates.
- That the building shall 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 be submitted from Structural Engineer before requesting for C.C.



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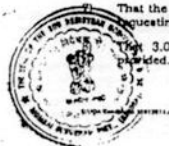
- 36) That the soil investigation shall be done and report thereof shall be submitted with structural design and calculation before requesting for C.C.
 - 37) That you shall submit parking layout from E.E.(T & C).
 - 38) That the requirement of regulation no. 40 & 41 of D.C. Regulation 1991 amended upto date shall be incorporated in proposed plan and requirements shall be complied with before submitting B.C.C.
 - 39) That the N.O.C. from MOEF for proposed development shall be submitted before starting of work and conditions therein shall be complied with before plinth C.C. of sale bldg. no.3
 - 40) That the society of slum dwellers shall be got registered.
 - 41) That you shall submit the specific NOC from H.E. dept. of MCOM & CPO NOC for swimming pool
 - 42) That you shall submit Registered Undertaking regarding any changes proposed by High Rise Committee will be done by amending plans at developers risk & cost.
- B. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE:**
- 1) That a plan showing the dimensions of the plinth and the available open spaces certified by the Architect shall be submitted and the same shall be got checked by this office staff.
 - 2) That the stability certificate for work carried out upto plinth level/stilt level shall be submitted from the Lic. Structural Engineer.
 - 3) That the quality of construction work of bldg. shall be strictly monitored by concerned Architect, Site supervisor, Structural Engineer, Third Party Quality Auditor and periodical report, stage wise on quality of work carried out shall be submitted by Architect with test result.
 - 4) That the minimum plinth height shall be 30 cm above the surrounding ground level or in areas subject to flooding the height of plinth shall be at least 60 cm above the high plinth level.
 - 5) That the remarks of electric supply company shall be submitted before requesting C.C. for further C.C.



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- 6) That the N.O.C. from Civil Aviation Department shall be submitted in this office for the proposed height of the building.
 - 7) That you shall submit the P.R. Card area mentioned in words duly certified by superintendent of land Records for amalgamated/subdivided plots before obtaining C.C. for last 25% of BUA.
 - 8) That you shall submit NOC from High Rise Committee before asking C.C. beyond 70 mtr.
- C. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE GRANTING O.C. TO ANY PART OF THE PROPOSED BUILDING.**
- 1) That some of the drains shall be laid internally with C.I. pipes.
 - 2) That the specifications for layout access/D.P. Road/setback land shall be obtained from E.E. (Road construction) & E.E. (SWD) & or access/setback road shall be constructed in W.B.M./before starting the construction work and the access and setback land shall be developed accordingly including providing streetlights and S.W.D. The completion certificate shall be obtained from E.E. (R.C.)/E.E. (SWD) E.E. (T&C) before submitting building completion certificate.
 - 3) That the dustbin shall be provided as per requirement of this office.
 - 4) That carriage entrance over existing SWD shall be provided and compensation for same shall be paid before requesting occupation.
 - 5) That the surface drainage arrangement shall be provided in consultation with E.E. (SWD) or as per his remarks and a completion certificate shall be obtained and submitted before applying for occupation certificate/B.C.C.
 - 6) That the requirements from the M.T.N.L./ Reliance Energy /concerned electric supply Co. shall be obtained and complied with before asking occupation permission.



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- 9) That the surrounding open spaces, parking spaces and terrace shall be kept open and unbuilt, upon and shall be levelled and developed before requesting to grant permission to occupy the building or submitted the B.C.C. whichever is earlier.
- 10) That the name plate/board showing Plot No., Name of the Bldg. etc. shall be displayed at a prominent place.
- 11) That the completion certificate of E.E.T.C. & E.E. (SWD) of MCOM shall be obtained & submitted before applying for occupation/B.C.C.
- 12) That the N.O.C. from Inspector of Lifts, P.W.D. Maharashtra, shall be obtained and submitted to this office.
- 13) That the drainage completion Certificate from E.E. (S.P.) (P & D) for provision of septic tank/soak pit shall be submitted.
- 14) All the conditions of Letter of Intent shall be complied with before asking for occupation certificate of sale/composite building.
- 15) That the laminated stability Certificate from Structural Engineer in prescribed Form 'D' along with the final plan mounted canvas should be submitted.
- 16) The laminated Building Completion Certificate in prescribed Form 'A' certifying work carried out as per specification shall be submitted.
- 17) That the single P.R. cards for the amalgamated plot shall be submitted before requesting for occupation/before requesting development beyond 75% BUA in the S.R. Scheme.
- 18) That layout R.O. shall be developed as per provisions of D.C. Regulations, 1991 amended upto date.
- 19) That the N.O.C. from the A.A. & C. R/S Ward shall be obtained and the requisitions, if any shall be complied with before O.C.C.
- 20) That extra water and sewerage charges shall be paid to A.E.W.W. R/S Ward of M.C.G.M. before O.C.C.
- 21) That the D.P. Reservation/ D.P. Road/ set back shall be developed as per Municipal Specification & handed over to MCOM and shall be transferred in the name of MCOM, a certificate to that effect shall be submitted from concerned authority.



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- 22) That the list of slum dweller to be accommodated in the building shall be submitted in duplicate before submitting BCC.
 - 23) That completion certificate from C.P.O. shall be submitted.
 - 24) That the provision of Rain Water Harvesting as per the design prepared by the approved consultants in the field shall be made before asking occupation of sale/composite building.
 - 25) That you shall submit P.R. Card and CTS plan thereby clearly earmarking the rehab plot and sale plot and built up area as per the approved layout.
 - 26) That terraces, sanitary blocks, nahans in kitchen shall be made water proof and the same will be provided by method of ponding and all sanitary connections shall be made leak proof and smoke test shall be done.
 - 27) That the site supervisors laminated certificate for quality of work and completion of work shall be submitted.
 - 28) That you shall submit separate P.R. Card in words for the buildable & non buildable reservation in the name of MCOM.
 - 29) That you shall submit the conveyance deed for rehab component and sale component or composite component before obtaining occupation certificates, respectively.
 - 30) That you shall submit the registered undertaking that the developer will hand over the fitness centre to the registered CHS of sale building.
 - 31) That the society shall be got registered before OCC.
 - 32) That you shall submit completion from manufacture of ruro ring system tower car parking.
- D. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE B.C.C.**
- 1) That certificate under Section 270A of B.M.C. Act. shall be obtained from H.E.'s department regarding adequacy of water supply.



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NOTES:

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

[Signature]
Executive Engineer - II
Slum Rehabilitation Authority



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[Signature]
VISHWANATH GOUDA

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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 of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any site to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional materials shall be demolished before submission of building completion certificate and a certificate issued by Architect submitted alongwith the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangements should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the hoarding is constructed and application is made to the Ward Officer of M.C.C.M. with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer of M.C.C.M. or his representative in writing of M.C.C.M. atleast 15 days prior to the date of which the proposed construction work is taken in hand and the water existing in the compound will be utilized for their construction work and they will not use any Municipal Water for constructional purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and will be preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the deposit of building materials shall be constructed before starting any work even though no materials may be expected to be stored in front of the property. The scaffolding, bricks, metal, sand, press, debris etc. shall not be deposited over footpaths or public street by the owner/architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the compliance of above said conditions is approved by the department.
- (9) No work should be started unless the structural design is submitted from LSE.
- (10) The work above ground should not be started before the same is shown to this office Sub-Engineer (SRA) concerned and acknowledgement obtained from him regarding correctness of the open space dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation of Greater Mumbai will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division/amalgamation under No. _____ should be adhered to and complied with.
- (13) No building/Drainage Completion Certificate will be accepted and water connection provided (except for the construction purposes) unless road is constructed to the satisfaction of the concerned Ex. Engineer of M.C.C.M. and as per the terms and conditions for sanction to the layout.
- (14) Reversion ground or empty open space should be developed before submission of building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of concerned Ex-Engineer of M.C.C.M. including asphaltting, lighting and drainage before submission of the building Completion Certificate.
- (16) Flow of water through existing holding or culvert, if any should be maintained uninterrupted.
- (17) The surrounding open spaces around the building should be provided in accordance with the broken glass plates at the rate of 0.125 cubic metres per 10 Sq Metres below pavement.



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- (18) The compound wall or fencing should be constructed clear of the road meaning line with foundation below level of the bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures or proposed to be demolished are demolished.
- (20) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the Chief Engineer (SRA) is satisfied with the following:
 - (a) Specific plans in respect of evicting or relocating the existing tenants on your own holding their number and the area in occupation of each.
 - (b) Satisfactory signed agreement between you and the existing tenants that they are willing to avail the alternative accommodation in the proposed structure.
 - (c) Plans showing the phasewise programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structures.
- (21) In case of additional floor no work should be started during monsoon which will give rise to water leakage and consequent nuisance to the tenants staying on the floor below.
- (22) The height of the wall shall not exceed the highest level of the building and shall be more than 1 metre.
- (23) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authority, where necessary, is obtained.
- (24) It is to be understood that the foundations must be excavated down to hard soil.
- (25) The positions of the rebars and other appliances in the building should be an arrangement as not to necessitate the tying of rebars inside the building.
- (26) No fire wall, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing from the Chief Executive Officer of Slum Rehabilitation Authority.
- (27) All gully traps and open channels shall be provided with light fitting mosquito proof mesh as per relevant S. specifications.
- (28) No broken bottle should be fixed over boundary walls. The prohibition refers only to broken bottles & not to the use of plain glass for coping over compound wall.
- (29) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.

[Signature]
Executive Engineer (SRA) III



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SLUM REHABILITATION AUTHORITY
6th floor, Ganga Nandan Bhawan, Banzara (E) Mumbai - 400 051.
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1986 (FORM 'A')
No. SRA/ENG/2378/RS/PL/AP 7 JUL 2012
COMMENCEMENT CERTIFICATE SALE BLDG/NO.3

To,
M/s. Ashray Housing,
11/12, Nigamwala Colony,
Ganga Nandan Bhawan Shopping Centre,
Poddar Road, Malad (E), Mumbai-47.
Sl. No. _____
With reference to your application No. 0430 dated 12/03/2011 for Development Permission and grant of Commencement Certificate under section 44 & 46 of the Maharashtra Regional and Town Planning Act, 1986 to erect a building on plot No. _____ of village Malad (North), T. P. S. No. _____ situated at Subhash Road, Kandivli (W), Mumbai. * 316/1 to 88, 317 & 317/1 to 8
The Commencement Certificate/Building Permit is granted subject to compliance of mentioned in L.O.M. No. SRA/ENG/1053/RS/PL/LO1 dated 20/10/2011
I.O.M. No. SRA/ENG/2378/RS/PL/AP (Amended) 07/03/2011 dated 02/01/2012 and on following conditions.

1. The land vacated in consequence of 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 from the date of its issue. However the construction work should be commenced within three months from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you or in continuation of the provision of coastal Zone Management plan.
5. If construction is not commenced within the Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such Maharashtra Regional and Town Planning Act, 1986.
6. This Certificate is liable to be renewed by the C.E.O. (SRA) if:
 - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.
 - (c) The C.E.O. (SRA) is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 46 of the Maharashtra Regional and Town Planning Act, 1986.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, assigns, assignees, administrators and successors and every person deriving title through or under him.

The SRA/Engineer approved: *[Signature]* SHRI D.V. PAMAR
Executive Engineer (SRA) III
Date: 20/03/2012
2012
on behalf of Local Authority
Slum Rehabilitation Authority
[Signature]
Executive Engineer (SRA) - II
FOR
CHIEF EXECUTIVE OFFICER
(SLUM REHABILITATION AUTHORITY)

SRA/ENG/2378/RS/PL/AP 28 JAN 2013
 This C.C. is further granted upto 15th upper floors for Sale Bldg. no.3 as per approved amended plans dated 02/01/2012.

[Signature]
 Executive Engineer
 Urban Rehabilitation Authority

SRA/ENG/2378/RS/PL/AP 28 FEB 2014
 This C.C. is further granted upto 19th upper floors for Sale Bldg. no.3 as per approved amended plans dated 02/01/2012.

[Signature]
 Executive Engineer
 Urban Rehabilitation Authority

SRA/ENG/2378/RS/PL/AP 22 APR 2014
 This C.C. is re-endowed upto 19th upper floors of Sale Bldg. no.3 as per approved amended plans dated 19/04/2014.



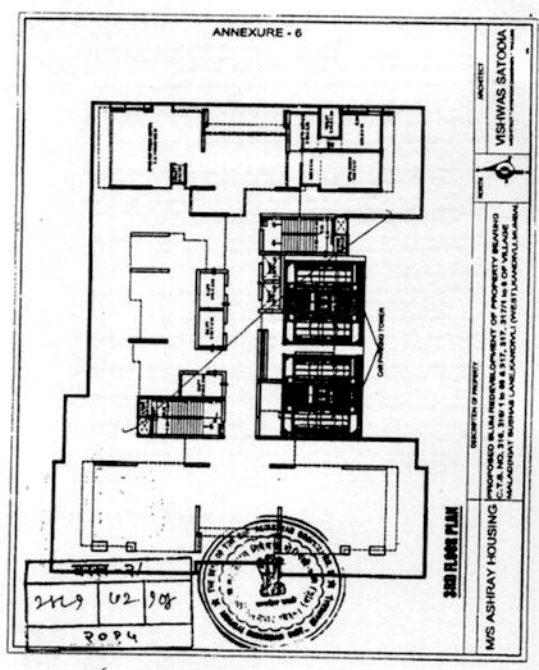
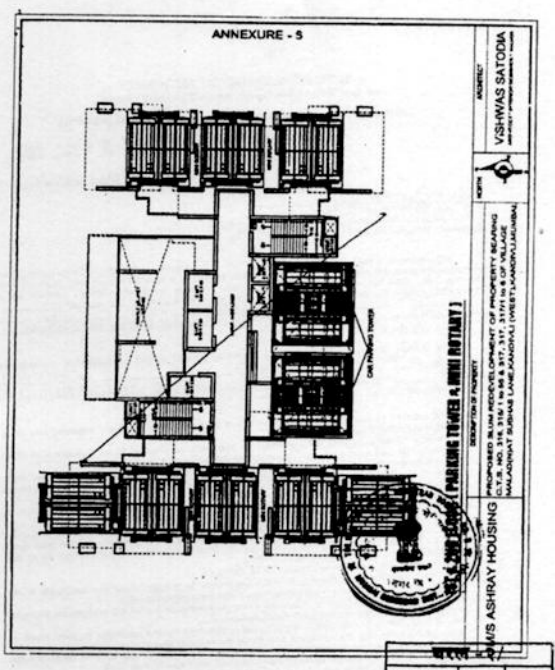
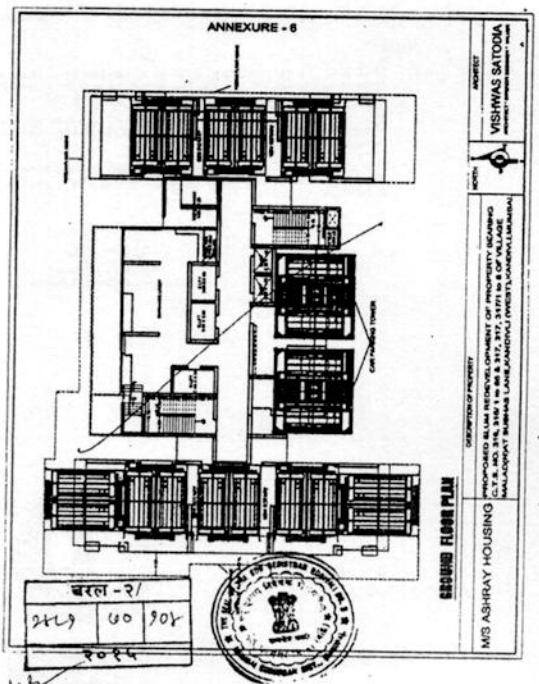
[Signature]
 Executive Engineer
 Urban Rehabilitation Authority

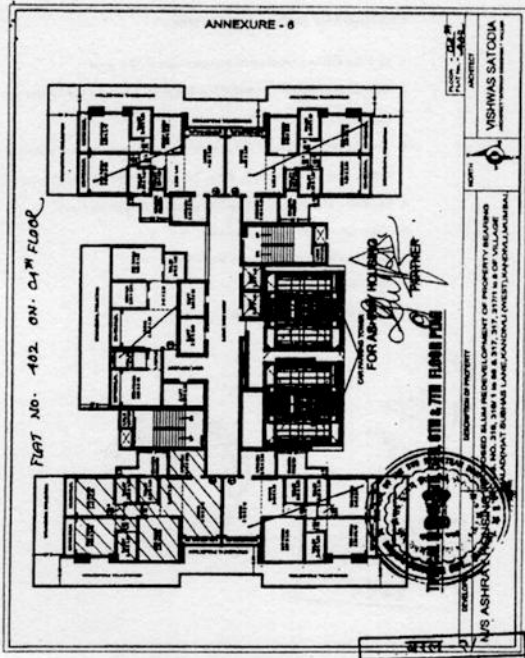
SRA/ENG/2378/RS/PL/AP 23 APR 2014
 This C.C. is further granted for full height of the Sale Bldg. No.3 i.e. G+21st upper floor including LMR & OHWT as per approved amended plans dated 19/04/2014.

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TRUE COPY
 VISHWAS SATODIA

[Signature]
 Executive Engineer
 Urban Rehabilitation Authority

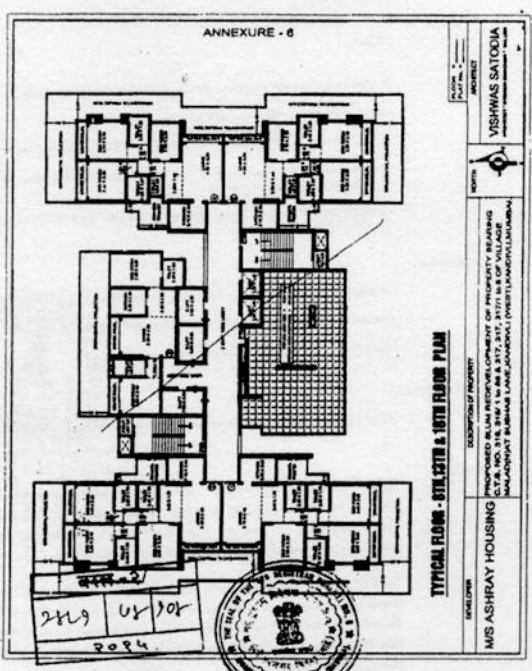




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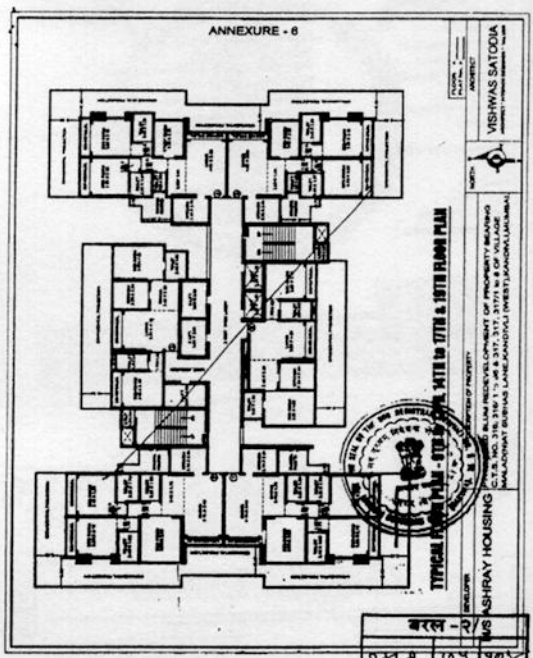
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ANNEXURE - 6
VISHWAS SATODIA
ARCHITECT
PROPOSED BLM REDEVELOPMENT OF PROPERTY BEARING C.T.R. NO. 316, 316-1 to 317, 317-1 to 3 of VILLAGE MALADWADI SUBURBAN LANE, KANDIVLI (WEST), MUMBAI (MUMBAI).



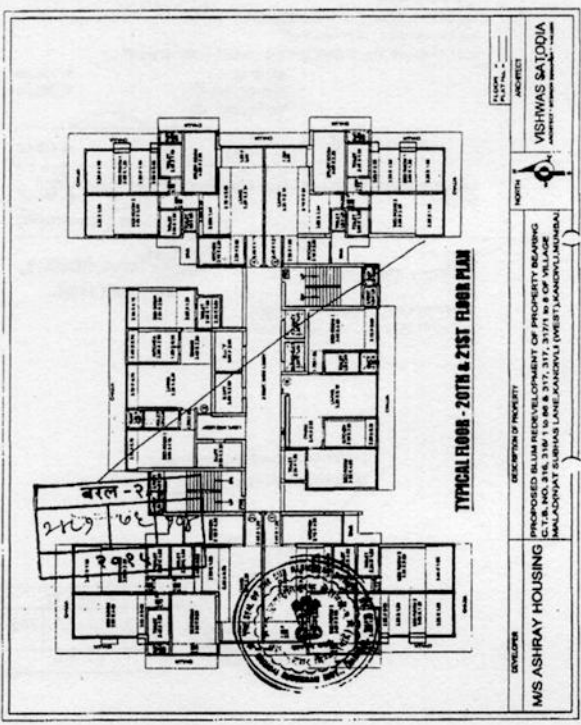
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y. Shah

ANNEXURE - 6
VISHWAS SATODIA
ARCHITECT
PROPOSED BLM REDEVELOPMENT OF PROPERTY BEARING C.T.R. NO. 316, 316-1 to 317, 317-1 to 3 of VILLAGE MALADWADI SUBURBAN LANE, KANDIVLI (WEST), MUMBAI (MUMBAI).



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ANNEXURE - 6
VISHWAS SATODIA
ARCHITECT
PROPOSED BLM REDEVELOPMENT OF PROPERTY BEARING C.T.R. NO. 316, 316-1 to 317, 317-1 to 3 of VILLAGE MALADWADI SUBURBAN LANE, KANDIVLI (WEST), MUMBAI (MUMBAI).



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ANNEXURE - 6
VISHWAS SATODIA
ARCHITECT
PROPOSED BLM REDEVELOPMENT OF PROPERTY BEARING C.T.R. NO. 316, 316-1 to 317, 317-1 to 3 of VILLAGE MALADWADI SUBURBAN LANE, KANDIVLI (WEST), MUMBAI (MUMBAI).

ANNEXURE -7*

LIST OF AMENITIES OF RESIDENTIAL BUILDING

BUILDING: The building will be of R.C.C. frame structure with internal & external walls made of brick / block work.

FLOORING / TILING:

- Vitrified tiles flooring with same skirting will be provided in the living room, dining room, bed rooms, passage & kitchen.
- Ceramic tiles will be provided in bathroom up to door height, in each bathroom.
- Granite platform with stainless steel sink and ceramic tiles upto beam height will be provided in kitchen on all the walls.
- Ceramic/vitrified tiles will be provided in Lift lobby & / Kots / Marble flooring will be provided on the steps.

PAINTING:

- Internal walls will be painted in first quality luster / plastic paint.
- External walls will be painted with long lasting paint. Staircase will be finished with first quality cement base paint.

PLASTERING:

- External walls will have sand face plaster & will be painted with long lasting paint.

DOORS:

- MAIN DOOR:** Main door will have Teakwood / Hot Pressed, Phenol Bonded, 45 to 50mm thick Flush Door. The door shutter will be laminated on both the sides. The door will have number plate, name plate, Eyepiece, internal Aldrop, Night Latch, Safety Chain & Tower Bolt, door bell.
- KITCHEN & BED ROOM DOOR:** The Door frame of the kitchen will be made of marble and the door frame of the bed room will be made of Teak Wood & painted in Enamel or Polished. Both door shutters will be of hot pressed, Phenol Bonded 35 mm thick Flush Door. This will be laminated on both sides. The door will have (Mortise Locks), Tower Bolt etc.



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Handwritten signature: M. J. Shah

- BATHROOM DOOR:** The Bathroom door frame will be made of marble and painted in enamel or polished. The Bathroom door shutter will be hot Pressed, phenol bounded door will be laminated on both sides & it will be lockable from inside.
- WINDOW:** All windows and louvers will be of powder coated/ Anodized Aluminum all windows will be provided 4/5 mm float glass tinted & sliding.

COMMON AND GENERAL AMENITIES:

- Each flat will be provided with adequate light and fan point.
- Each flat will be provided with T.V., Telephone point and cable point in living room, and Bedroom.
- Each flat will be provided with a water purifier, exhaust fan, water heater in the Kitchen. Storage type water heater & Exhaust fan will be provided in the bathroom.
- Elevator - The Building will have three elevators of reputed make.
- Video door Phone / Intercom system.
- Common Fire fighting system in the building.
- Refuge area.
- Servant's Toilet on mid landing.

Handwritten signature: M. J. Shah



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पावती

Original/Duplicate

Tuesday, December 11, 2012
1:35 PM

मोदीजी नं.: 39म
Regn.: 39M

पावती नं.: 10401 दिनांक: 11/12/2012

गावाचे नाव: माताव
दस्तावेजाचा अनुक्रमांक: बल-२-10288-2012
दस्तावेजाचा प्रकार: पांवर ऑफ अटी
मादर करणाऱ्याचे नाव: मे. अश्वयुजीसिंग मे. पाणीशार दत्तजी वी. दधानी

मोदीजी जी.	₹. 100.00
दस्तावेजासाठी	₹. 300.00
पुस्तकी कर	₹. 400.00

आपलाच हा दस्तावेज सकाळी 11:05 PM हा वेळीच मिळविल्यामुळे सर्वत्र प्रत्येक CD घ्यावी.

वापार मुद्रा: ₹. 0 A.
परतले मुद्रांक शुल्क: ₹. 500/-

- देयकाचा प्रकार: By Cash रकम: ₹. 100/-
- देयकाचा प्रकार: By Cash रकम: ₹. 300/-

REGISTERED ORIGINAL DOCUMENT

DELIVERED ON: 11/12/2012



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INDIA NON JUDICIAL
Government of Maharashtra

e-Stamp

Certificate No. : 3127467117129
Certificate Issued Date : 11/12/2012
Account Reference : 3127467117129
Unique Doc. Reference : 3127467117129
Purchased by : M/S. VILASIMAR HOUSING
Description of Document : A/100 sq. ft. of land in CTS NO 316 & 317 TO BE AND 317 TO BE AND 317 TO BE
Description : 8 VILLAGE NORTH MUMBAI
Consideration Price (₹) : 400000
First Party : M/S. VILASIMAR HOUSING
Second Party : VILASIMAR AND COMPANY
Stamp Duty Paid By : M/S. VILASIMAR HOUSING
Stamp Duty Amount (₹.) : 40000

POWER OF ATTORNEY
Dated: 11/12/2012

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Stamp Duty Paid By	M/s. Ashray Housing	Stamp Duty Paid By	of the Party	Q. 2nd Party
Stamp Duty Amount	₹ 500/-	Type of Payment	Q. 1st Party	Q. 2nd Party
Chaque/ DD/ PC/ UTR/ RFP/ Assesment No.	286	Stamp Duty	Q. 1st Party	Q. 2nd Party
Amount	₹ 500/-	Date	11/12/2012	
Contract/Agreement with Recd		Stamp Name		



POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, We (i) Rashmin G. Rughani and (ii) Bharat G. Rughani partner/s of M/s. Ashray Housing having office address at 11/12, Nagarwala Colony, Opp. Laxminarayan Shopping Centre, Poddar Road, Malad (E), Mumbai 400 097 SEND GREETINGS;

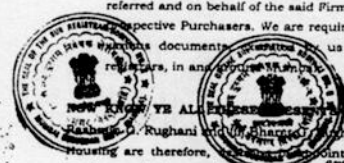
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WHEREAS:-

- (i) M/s. Ashray Housing a Partnership firm is the/Promoter of the property Bearing C.T.S. No. 316, 316/1 to 86 and 317, 317/1 to 8 lying, being and situate at Village Malad (North), Taluka Borivali in the registration sub district and district of Mumbai City and Mumbai Suburban (hereinafter referred to as the said Property).
- (ii) M/s. Ashray Housing are developing the said Property under the Slum Rehabilitation Scheme and constructing the rehab and sale buildings on the said Property;
- (iii) Due to exigencies of work we the partners of M/s. Ashray Housing are not in position to attend for registration of the documents of flats/ shops/ premises/ garages/ premises/ parking Spaces sold to prospective Purchasers of the said Building, therefore it is for this reason on my/our behalf and for the purpose/s more particularly recorded as under.
- (iv) We are intending to execute various documents including Agreement for Sale, Sale Deed, Conveyance, Assignment, Affidavits, Declaration, Rectifications, Confirmations, Supplementary Agreement, Modification Deed, Cancellation Deed, Deed of Surrender, Deed of Lease etc in favour of the Firm above referred and on behalf of the said Firm in favour of any third party, prospective Purchasers. We are required to register the above said documents at the office of the Sub-Registrar, in an area of the said Property, Mumbai City and Mumbai Suburban, Maharashtra. We hereby nominate, constitute and appoint, VIJAYKUMAR & CO., having address at Krishna Palace, W.E. Highway, Aaha Nagar, Kandivali (East), Mumbai 400 101 through it's employees, jointly or severally 1. MR. VIVEK KADAM 2. MS. SUJATA PANT both adults Indian Inhabitants of



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Mumbai working address at VIJAYKUMAR & CO., Krishna Palace, W.E. Highway, Aaha Nagar, Kandivali (East), Mumbai 400 101 hereinafter collectively referred to as ("the said Attorneys") as our true and lawful Attorney for us and on our behalf to do all of any of the acts, matters and things and to exercise all or any of the power and authorities hereby that is to say:-

1. To present and lodge for registration and to admit execution of any Agreement for Sale, Sale Deed, Deed of Rectification, Deed of Confirmation, Deed of Cancellation, Undertaking, Indemnity, Affidavits, Supplementary Agreement, etc., or any other relevant document executed by us before the Sub-registrar of Assurances at Goregaon/Borivali or any other authority appointed under the Indian Registration Act for the time being in force in India having jurisdiction in respect of the Units/Flat/ Shops/ Premises/ Garages/ parking Spaces sold by the aforementioned Company/Partnership Firms to the prospective Purchasers for effecting and completing the Registration thereof in accordance with Law in respect thereof.
2. AND GENERALLY to do perform and execute all acts, deeds, matters, documents and things relating to registration of the aforesaid documents and for the purpose aforesaid of fully and effectually completing the admission, registration of the said Units/Flat/ Shop/ Premises/ garage/ Parking Space as if I/we was personally present and had done, executed and performed

AND WE do hereby ratify and confirm for myself/ourselves, all that the said Attorney/s shall lawfully do or cause to be done in relation to the matters as specified hereinabove.



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IN WITNESS WHEREOF I/we have subscribed our hands to this document on this 4th day of Dec 2012

SIGNED AND DELIVERED By the within named Executant

- 1) Mr. Rashmin G. Rughani
- 2) Mr. Bharat G. Rughani Partners of M/s. Ashray Housing In the presence of:

For ASHRAY HOUSING Partner *Rashmin G. Rughani*

For ASHRAY HOUSING Partner *Bharat G. Rughani*

- 1. *(Signature)*
- 2. *(Signature)*

ACCEPTED BY US

MR. VIVEK KADAM *(Signature)*

MS. SUJATA PANT *(Signature)*



बाल-२/ 286 12 908 2012

बाल-२/ 9026 4 2012

NAME	PHOTO	L.T.I.
1) Mr. Rashmi G. Rughani		
2) Mr. Bharat G. Rughani Partners of Ashray Housing		
3) Mr. Vivek Kadam		
4) Ms. Sujata Pant		

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महानगर टेलीफोन निगम लिमिटेड, मुंबई
MUMBAI TELEPHONE NIĞAM LIMITED, MUMBAI.

Name & Address: 111 Piplan SA, AD-RAJ HCL/2042, 1103 HANSAWILLA COLONY, POKHARA ROAD, PALADIA EAST, PUNE-411007.		No. of user: 99424 Bill Party: 1113 In Bill Date: 11-11-2012 In Bill Amount Payable: 212.00
Bill No: 1113-99424 Bill Date: 11-11-2012 Bill Amount: 212.00	Bill Party: 1113 In Bill Date: 11-11-2012 In Bill Amount Payable: 212.00	Bill Party: 1113 In Bill Date: 11-11-2012 In Bill Amount Payable: 212.00

Item No.	Item Name	Rate	Qty	Amount
1	Private Balance	11.00	1	11.00
2	Local Call	8.00	1	8.00
3	Inter City	11.00	1	11.00
4	Long Distance	11.00	1	11.00
5	International	11.00	1	11.00
6	Mobile	11.00	1	11.00
7	Other	11.00	1	11.00
8	Net Payable Amount			212.00

BILL PAYMENT CENTRES

1) Customer Service Centres (CSCs) & Exchange
 2) Cashier Counter (CC) & Bill Payment Counter (BPC)
 3) Other Bill Payment Centres (OBPC) at BSB Branches, ATMs, Post Offices, etc.
 4) To find the nearest Cashier Counter (CC) or BPC, visit the website: www.mtnl.com

Payments accounted upto: 21-10-2012
 If previous balance is already paid, Current Charges may be paid.
 Please write Account No., Mobile / PW No., Invoice No., Invoice Date on the back of cheque.

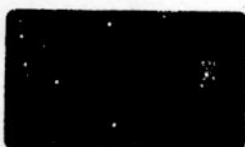
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आवृत्त विभाग
 INCOME TAX DEPARTMENT
 आर्यभट्ट गोविंद जधव
 ARYBHATT GOVIND JADHAV
 पत्रांक/Account No.
 AJIN/07370
 भारत सरकार
 GOVT OF INDIA
 ऑफिस
 OFFICE
 Signature



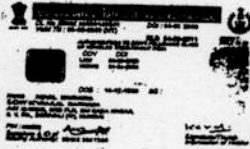
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Summary I (GoshwaraBhag-1)

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 संख्या: १०२८९/२०१२

बाल-२/१५/१०२८९/२०१२

आवृत्त: १००/-

वर्ष: २०१२

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 टैकी १:३६ म.नं. वा. इतर विवर.

राजकी: १०४०१
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 टैकी १:३६ म.नं. वा. इतर विवर.

संख्या: ११ दिनांक २०१२ १:३६ म.नं.
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ISarita v1.0



भारत सरकार
GOVT. OF INDIA
KORT MOHAMMAD SHAH
MOHAMMAD SHAMCHAND SHAH
TUMBUKHI
Parliament Account Number
AHH87825P

K.M. Shah



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भारत सरकार
GOVT. OF INDIA
GEETA KUNTI SHAH
BRADJI WILLIAM DROUZA
TUMBUKHI
Parliament Account Number
AHH87825P

G. Shah



बरल - २/	
२१९	९६९०४
२०१५	

भारत सरकार
GOVERNMENT OF INDIA
राज्य सरकार
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८७९१ ८७८७ २३१८
- सामान्य मागसाचा अधिकार



बरल - २/	
२१९	९६९०४
२०१५	

भारत सरकार
भारत सरकार
Ministry of Revenue, Government of India
अभिलेख क्रमांक/Enrollment No.: 1211/17693/02854

आधार क्रमांक / Your Aadhaar No. :
3920 7936 6055

आधार - सामान्य मागसाचा अधिकार



बरल - २/	
२१९	९००९०४
२०१५	

संकेत संख्या: 2481/2015 909

दस्तावेज संख्या: 2481/2015
 आकार: 97,99,500/-
 मूल्य: 1,62,00,000/-

पंजीयन संख्या: 0604/2015
 म. सं. 2481 व. सं. 06-04-2015
 वेब: 1:00 म. सं. वा. इतर वेब.

मौल्य: ₹. 30000.00
 दस्तावेज संख्या: 106

वेब: 3:20:00

Kim Shob
 दस्तावेज संख्या: 106
 वेब: 3:20:00



वेब: 3/20/15
 2481/2015

दस्तावेज संख्या: 2481/2015
 मुद्रांक संख्या: 06/04/2015 01:00:48 PM की वेब: (आरटीएस)
 मुद्रांक संख्या: 06/04/2015 01:01:22 PM की वेब: (सी)

प्रतिज्ञापत्र

मैंने दस्तावेज संख्या 2481/2015 मधील मूल्यांकन प्रक्रियेचा प्रतिकार करित नाही. मला दस्तावेज संख्या 2481/2015 मधील मूल्यांकन प्रक्रियेचा प्रतिकार करित नाही. मला दस्तावेज संख्या 2481/2015 मधील मूल्यांकन प्रक्रियेचा प्रतिकार करित नाही. मला दस्तावेज संख्या 2481/2015 मधील मूल्यांकन प्रक्रियेचा प्रतिकार करित नाही.



Summary-2 (दस्तावेज संख्या भाग - 2)

वेब: 06/04/2015 1:30:35 PM
 दस्तावेज संख्या: 2481/2015 903

क्र. सं.	दस्तावेज संख्या	दस्तावेज संख्या	दस्तावेज संख्या
1	दस्तावेज संख्या: 2481/2015 म. सं. 2481 व. सं. 06-04-2015 वेब: 1:00 म. सं. वा. इतर वेब.	दस्तावेज संख्या: 2481/2015 म. सं. 2481 व. सं. 06-04-2015 वेब: 3:20:00	
2	दस्तावेज संख्या: 2481/2015 म. सं. 2481 व. सं. 06-04-2015 वेब: 1:00 म. सं. वा. इतर वेब.	दस्तावेज संख्या: 2481/2015 म. सं. 2481 व. सं. 06-04-2015 वेब: 3:20:00	
3	दस्तावेज संख्या: 2481/2015 म. सं. 2481 व. सं. 06-04-2015 वेब: 1:00 म. सं. वा. इतर वेब.	दस्तावेज संख्या: 2481/2015 म. सं. 2481 व. सं. 06-04-2015 वेब: 3:20:00	

वेब: 06/04/2015 01:08:33 PM

क्र. सं.	दस्तावेज संख्या	दस्तावेज संख्या	दस्तावेज संख्या
1	दस्तावेज संख्या: 2481/2015 म. सं. 2481 व. सं. 06-04-2015 वेब: 1:00 म. सं. वा. इतर वेब.	दस्तावेज संख्या: 2481/2015 म. सं. 2481 व. सं. 06-04-2015 वेब: 3:20:00	
2	दस्तावेज संख्या: 2481/2015 म. सं. 2481 व. सं. 06-04-2015 वेब: 1:00 म. सं. वा. इतर वेब.	दस्तावेज संख्या: 2481/2015 म. सं. 2481 व. सं. 06-04-2015 वेब: 3:20:00	

वेब: 06/04/2015 01:09:50 PM
 वेब: 06/04/2015 01:10:01 PM

Summary-2 (दस्तावेज संख्या भाग - 2)

वेब: 06/04/2015 1:30:35 PM
 दस्तावेज संख्या: 2481/2015 903

EPayment Details
 Epayment Number: MH006725462014155
 Deplacement Number: 0000033591201516

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वेब: 3/20/15
 2481/2015

06 APR 2015

AGREEMENT FOR SALE

DATED THIS _____ DAY OF _____ 20

Jaswanti 
GOLD

To,
Shri/Smt./M/s. _____

Flat No. 402 On 04th Floor _____

Developers :

M/S ASHRAY HOUSING

11/12, Nagarwala Colony, Opp. Laxmi Narayan Shopping Centre,
Poddar Road, Malad (E), Mumbai - 400 097, India.

Tel.: 2883 3006 / 2883 4063

Email: sales@ashrayrealtors.com

www.ashrayrealtors.com

भारत सरकार

Unique Identification Authority of India

Government of India

नोंदविण्याचा क्रमांक / Enrollment No.: 1067/13272/39837

To

अनिल नारायण भाई बारोट

Anil Narayan Bhai Barot

flat no 203, shraddha c h s ltd, off. marve road

adarsh dughdhalay malad west

Mumbai

Malad West Dely

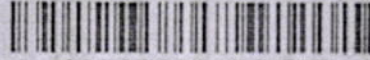
Mumbai Mumbai

Maharashtra 400064

9892667632

22/11/2015

307034633



MA070346335FT



आपला आधार क्रमांक / Your Aadhaar No. :

2273 2356 0060

आधार - सामान्य माणसाचा अधिकार



भारत सरकार

Government of India



अनिल नारायण भाई बारोट

Anil Narayan Bhai Barot

जन्म तारीख / DOB : 10/01/1979

पुरुष / Male



भारत सरकार

भारतीय विशिष्ट ओळख प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

नोंदविण्याचा क्रमांक / Enrollment No.: 1067/13272/39838

To

जागृती अनिल बारोट

Jagruti Anil Barot

flat no 203, shraddha c h s ltd, off. marve road

adarsh dughdhalay malad west

Mumbai

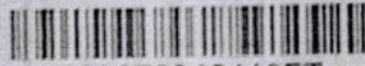
Malad West Dely

Mumbai Mumbai

Maharashtra 400064

9892151485

22/11/2015
307034641



MA070346410FT



आपला आधार क्रमांक / Your Aadhaar No. :

6995 2740 7176

आधार - सामान्य माणसाचा अधिकार



भारत सरकार

Government of India



जागृती अनिल बारोट

Jagruti Anil Barot

जन्म तारीख / DOB : 31/12/1978

स्त्री / Female



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

अहिल नगर

नाथयानशहा राघुनाथभाई
BAROT

१०/०१/१९७९

परिवहनी अकाउंट नम्बर

AEQPB452F

Signature



31122005

AEQPB 4452F

10/01/1979

आयकर विभाग

INCOME TAX DEPARTMENT

JAGRUTI A BAROT

DAHYALAL GANESH BRAHMBHATT

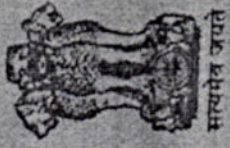
31/12/1978

Permanent Account Number

AQXPB9652J

Jagruti A Barot

Signature



भारत सरकार
GOVT. OF INDIA



22082008