

Shop No - 21

Prathamesh Leela Co-op Housing Society Ltd.

(Registered under Maharashtra Co-operative Society Act. 1960)

(Reg. No.:MUM/MHADB/HSG/(TC)/12457/2006-07)

New MHB Colony, Link Road, Borivali (W), Mumbai - 400 091.

Share Certificate No. 107

Member's Register No. 107

Share Certificate

This is to certify that Shri/Smt. Laxmikant R. Sawant

of ~~Flat~~/Shop No. S-21

is/are the registered Holder of 5 fully paid-up Shares of Rupees Fifty each numbered from 531 to 535 of Rs. 250.00 (Rupees Two Hundred Fifty only) in Prathamesh Leela Co-op Hsg. Society Ltd. subject to Bye-laws of the said Society.

Given under the Common Seal of the said Society at Mumbai

this 25th day of July 2015




Treasurer


Secretary


Chairman

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By Adv. R.N. 28
 Rs. 80000/- Eighty thousand only.

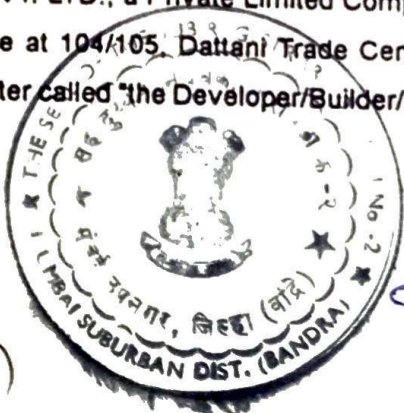
GENERAL STAMP OFFICE
 EXTENDED SALES COUNTER
 MMRDA BLDG. BANDRA (E)
 MUMBAI - 400 051
 MAH/GSO/010

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AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai, this 21st day of March in the year ~~One Thousand Nine Hundred and Ninety~~ 2002 between M/s SAILEE DEVELOPERS PVT. LTD., a Private Limited Company, registered under the Companies Act, 1956, having its office at 104/105, Dattani Trade Centre, Chandavarkar Road, Borivli (W) Mumbai-400 092, hereinafter called "the Developer/Builder/Promoter" (Which expression shall un-



[Signature]
 DY. SUPERINTENDENT OF STAMPS,
 BANDRA.

[Handwritten notes and signatures in the bottom left corner]

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less it be repugnant to context or meaning thereof, be deemed to include the Directors, their successors in office, their heirs, executors, administrators and the last surviving Director) of the One Part

AND

Shri/Smt/Messrs/ Laxmikant R. Sawant, age 29

years, occupation _____, residing at 127 Vishram 109 Hsg. Soc. Ltd.

Near 19th Boco Sel. R. B. Borival. Co. Member - 91.



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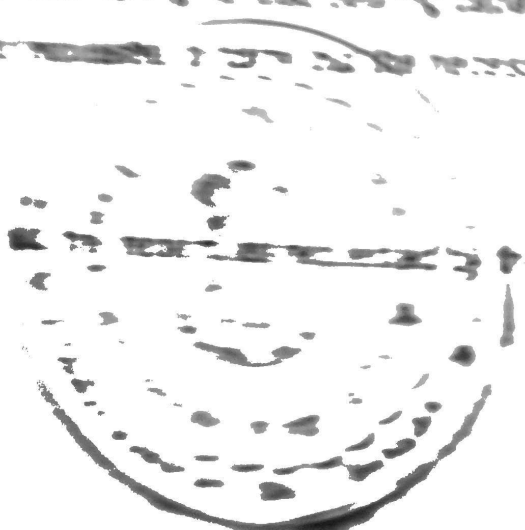
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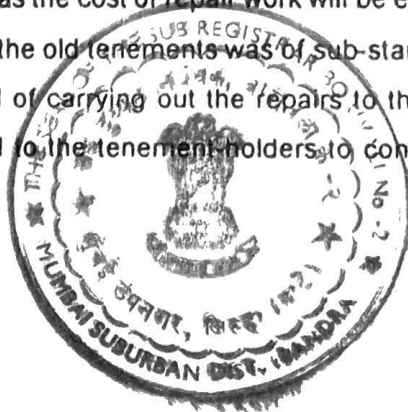
a proposal to the federation whereby it directed the societies to pay the remaining consideration along with all charges, taxes and incidental expenses thereof to the MHADA immediately, so the MHADA would be in a position to grant Ownership rights of the buildings alongwith leasehold rights of the land beneath the structures/buildings and open space surrounding the building's in favour of the federation/respective co-op. societies;

And whereas although the proposal of MHADA was well and more so beneficial to all constituent societies, they could not avail this opportunity due to paucity of funds and also due to lack of knowledge, experience and expertise in the field of construction and therefore they decided to appoint a fit and proper person/firm who shall be financially sound enough to solve all the above difficulties and problems;

AND WHEREAS the federation got the knowledge and information about the financial soundness, above all experience and expertise and scheme of work of the Developer and accordingly approached the Developer and gave a proposal to the Developer to pay and clear the above dues payable to the MHADA by the member societies so also make payment of premium monies, rents, taxes and other charges and carry out the repairs to the said buildings/tenements, at his own cost risk and responsibility and in consideration thereof to enjoy and consume the remaining FSI available of the said property to the Developer with further rights to use the T.D.R., so that the Developer shall be in position to construct buildings thereon and sell and dispose of the same on ownership basis to meetout the expenses incurred by the Developer for the above said work and purposes;

And Whereas after due discussions and negotiations between the office bearers of the federation and the Developer, the Memorandum of understanding had been arrived at before entering into a regular agreement for development, and in terms of the M.O.U., the Developer successfully complied with all the obligation arising therefrom and whereupon the Federation/member societies entered in to a Development Agreement on 7th day of May 1995 with the Developers for the consideration and upon the terms, conditions and covenants as more specifically mentioned in the said agreement which is registered in the office of Sub-Registrar, Bandra at Sr. No. 1428/95 on 23.6.95.

And Whereas pursuant to the terms of the said Development Agreement, the Developer approached to the MHADA and also appointed some expert persons in the field of construction and the MHADA's suggestion and the expert's opinion revealed that it was neither feasible, economical nor practical to carry out the repairs to the said tenements as the cost of repair work will be equal to the construction of new tenements as the construction of the old tenements was of sub-standard and having no load bearing capacity, and therefore instead of carrying out the repairs to the tenements, it was thought fit economical, as well as beneficial to the tenement holders to construct new buildings



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thereon in the place and instead of old tenements and accordingly the Developer gave a proposal to the Federation for consideration.

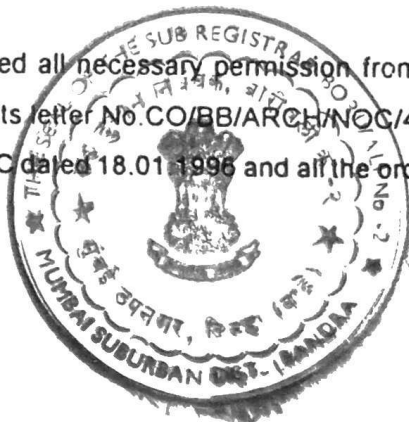
And Whereas the federation with due consultation with the member societies accepted the proposal given by the Developer and consequence thereto, the parties entered into a Supplementary Agreement dated 28th day of July, 1995 upon the terms and conditions and for the consideration of providing free of cost self contained flat each admeasuring 300 sq. ft. (carpet) on ownership basis to all the tenement holders/members with amenities and facilities a list whereof annexed thereto and in pursuance thereof the members/tenement holders agreed to surrender their individual rights title and interest in the said property with further right to demolish the existing tenements/ buildings and rebuilt such buildings thereon with further right to sell and dispose of the same on ownership basis by consuming the available/remaining F.S.I. of the said property;

And whereas to implement the terms and conditions and covenants contained in the said agreements (development agreement and the supplementary agreement are hereinafter referred to as "the said agreements"), the Federation executed an Irrevocable, General Power of Attorney in favour of the Developer, thereby delegating all such powers and authorities which are necessary to appear and represent before the concerned authorities, to obtain title of the said property, lease of the land beneath the structures, conveyance/s of the buildings and also to develop and said property in its entirety by consuming the F.S.I. thereof and sell and dispose of the Flats/Units/Shops on ownership basis and to avail all the benefits of Redevelopment of the said property;

AND WHEREAS the Developer approached to the MHADA through the federation with a request to grant conveyance of the said buildings and lease of the said land in favour of the federation/ member societies, accordingly MHADA executed Lease deeds/Conveyances in favour of all those member societies, which have been registered in the office of sub-registrar of assurances, Borivli, Mumbai M.S.D. Bandra under different serial numbers and dates for which all the monies, premiums, rents, stamp duty, registration fees and all other incidental outgoings have been borne and paid by the Developer alone as part of obligation arising out the said agreements;

AND WHEREAS in view of the conveyances and lease deeds granted/executed by MHADA and the agreements executed by the federation and societies with the Developer, the Developer is entitled to develop and/or redevelop the said property and construct buildings thereon, by obtaining necessary permissions from the MHADA and the Brihan Mumbai Municipal Corporation.

AND WHEREAS the Developer has obtained all necessary permission from the MHADA to develop and redevelop the said property vide its letter No. CO/BB/ARCH/NOC/4232 'B' Br. 95 dated 14.08.1996 and letter No. CO/BB/ARCH/NOC dated 18.01.1996 and all the orders as well as agree-



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ments and power of attorney and binding upon the parties therein; are in full force, subsisting and valid.

AND WHEREAS the federation has put the Developer in possession of the said property on the date of execution of the said Development agreement;

AND WHEREAS the Developer has entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the council of Architects; And whereas the Developer has appointed a structural engineer for the preparation of the structural design and drawing of the buildings and the Developer accepts the professional supervision of the Architect and the structural Engineer till the completion of the buildings/project;

AND WHEREAS by virtue of the said Development Agreement, Supplemental Agreement and Power of Attorney, the Developer alone has the sole and exclusive right to construct buildings on the said property and to sell the flats/units, in the said buildings and Shops to be constructed by the Developer by consuming remaining F.S.I. of the said property and F.S.I. under T.D.R. and to enter into agreement/s with the purchaser/s of the flats/units/Shop and to receive the sale price in respect thereof;

AND WHEREAS the purchaser/s demanded from the Developer and the Developer has given inspection to the purchase of all the documents of title relating to the said land, the said order, the development/supplementary agreement and the plans, designs, and specifications prepared by the Developer's Architects M/s. B. B. Associates and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the rules made thereunder;

AND WHEREAS the copies of certificate of title issued by the Solicitors M/s Crawford Bayley & Co., Mumbai, of the Developer and the copies of other relevant record showing the nature of the title of the Federation to the said land on which the flats are to be constructed and the copies of the plans and specifications of the flat agreed to be purchased by the purchaser approved by the concerned local authority have been annexed hereto and marked Annexure A, B, and C respectively.

AND WHEREAS the Developer has got approved from the Brihan Mumbai Municipal Corporation the plans, the specifications, elevations, sections and details of the Multi storeyed buildings/Towers/Shops;



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AND WHEREAS while sanctioning the said plans the B.M.C. and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the said land and the said building/s and upon due observance and performance of which only the completion and occupation certificates in respect of the said building/s, Towers/Shops shall be granted by B.M.C.

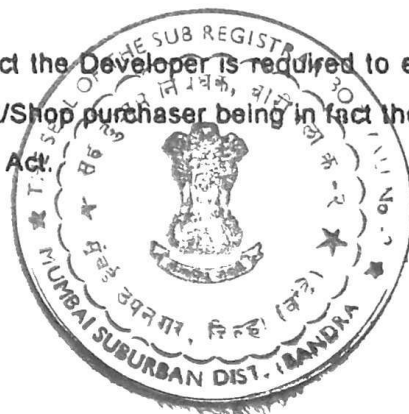
AND WHEREAS in first Phase the Developer has accordingly commenced construction of building/s, having four floors consisting in all 100 flats with an intention to provide the same to the said federation as the consideration in part and accordingly handed over the possession of the 100 flats to the federation on 8th March, 1997 and has performed the part of obligations arising out of the said agreement and has further commenced and completed the construction of 120 flats for L. I. G. and 86 for M. I. G. In Second Phase for the members of the said federation and also continued the construction of the Towers which had commenced in first phase and now proposed to construct the construction of new building in the layout of the said property by consuming the remaining F.S.I. (part) of the said property in accordance with plans which have been approved by the local and Competent Authority and now has commenced the construction of new building known as 'PRATHAMESH LEELA' consisting of still/Gr. and such upper floors as permitted by the local Authority with an intention to sell and dispose of the same on ownership basis as per the provisions of said Act.

AND WHEREAS the Flat/Unit/Shops purchaser applied to the Developer for allotment of the Flat/Unit/Shops to the purchaser, being Flat/Unit./Shop No. on 21, Gr. floor in Building known as 'PRATHAMESH LEELA' constructed/to be constructed in the layout of the said property;

AND WHEREAS prior to making application as aforesaid, as required by the provisions of Maharashtra Co-op. Societies Act 1960, the Flat/Unit/Shop purchaser has made a declaration to the effect firstly that neither the flat/unit/Shop purchaser nor the member of the family (family as defined under the Urban land (Ceiling and Regulation) Act of 1976 of Flat/Unit/Shop purchaser own a tenement, house or building within the limits of Mumbai;

AND WHEREAS relying upon the said application and declaration, the Developer agreed to sell to the flat/unit/Shop purchaser a flat/unit/Shop hereinafter called and referred to as "The Said Flat" at the price or for the consideration of Rs. 800000/- (Rupees Eight Lacs Only) and on the terms and conditions hereinafter appearing;

AND WHEREAS under section 4 of the said Act the Developer is required to execute a written agreement for sale of said flat with the Flat/Unit/Shop purchaser being in fact these presents and also to register the same under the Registration Act.



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

1. The Developer shall construct the said Building consisting of still/Gr. and such upper floors in the layout of the said property in accordance with the plans designs, approved by the Local Authority i.e. Brihan Mumbai Municipal Corporation, herein after referred to as B.M.C. with only such variations and modifications as the Developer may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them;

The Purchaser hereby gives his/her irrevocable consent to the Developer as required by Sec.7 of the said Act for such variations or modifications which may required to be carried out in the flat of the purchaser and/or the said Building.

2. The Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser one Flat/Unit/Shop No. 21, wing - on Gr. Floor, admeasuring 270 sq. ft. built up area (Which is inclusive of the area of balconies) as shown in the floor plan thereof hereto annexed and marked Annexure D/ In the building known as 'PRATHAMESH LEELA' (hereinafter referred to as "the said flat") for the price of Rs. 800000 / The Purchaser hereby agrees to pay to the promoter the amount of purchase price of; Rs. 800000 (Rupees Eight Lacs only) in the following manner :

- 1) Rs. 50000 /- at the time of execution of these present being earnest money / deposit :
 - 2) Rs. 62500 /- on completion of Plinth.
 - 3) Rs. 62500 /- on completion of 1st Slab
 - 4) Rs. 62500 /- on completion of 2nd Slab
 - 5) Rs. 62500 /- on completion of 3rd Slab/Brick Work
 - 6) Rs. 62500 /- on completion of 4th Slab/Brick Work
 - 7) Rs. 62500 /- on completion of 5th Slab/Brick Work
 - 8) Rs. 62500 /- on completion of 6th Slab/Brick Work
 - 9) Rs. 62500 /- on completion of 7th Slab/Brick Work
 - 10) Rs. 62500 /- on completion of 8th Slab/Brick Work
 - 11) Rs. 62500 /- on completion of internal, external Plaster, Doors and Windows.
 - 12) Rs. 62500 /- on completion of Electric, Plumbing Work and Flooring.
 - 13) Rs. 62500 /- on or before taking over possession of the said flat.
- Rs. 800000 /- Total. Time being ESSENCE of this Agreement.



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3. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat/Unit/Shop to the Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat/Unit/Shop.
4. The Promoter hereby declares that at present, the Floor Space Index available in respect of the said Property is 48,000 square meters only and that the part of the said Floor Space Index has been utilized/shall be utilized by the Promoter for the purpose of re-accommodating the original members/tenement holder thereon and the Promoter is entitled to use/consume/sell the remaining floor space of the said property and such F.S.I. of other properties which is/will be available by way of T.D.R.
5. The Purchaser agrees to pay to the Developer interest at Eighteen percent per annum on all the amounts which will become due and payable by the Purchaser to the Promoter under the terms of this agreement from the date the said amount is due and payable by the Purchaser to the Developer.
6. On the Purchasers' committing default in payment on due date of any amount due and payable by the Purchaser to the promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoing) and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the promoter shall be entitled, at his own option, to terminate this agreement;

Provided always that the power of termination herein before contained shall not be exercised by the promoter unless and until the promoter shall have given to the Purchaser fifteen days prior notice in writing of his 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 a reasonable time after giving of such notice;

Provided further that upon termination of this agreement as aforesaid, the promoter shall refund to the Purchaser the installment of sale price of the Flat/Unit/Shop which may till then



Signature

Signature

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62. It is further agreed and understood between the parties that the Row House Purchaser shall be entitled to use and occupy the open space in front of and adjacent to the Row House earmarked on the plan annexed to this Agreement as an owner thereof and shall be liable to pay such taxes, assessment of such area that may be imposed by the concerned local Authority and/or the Society/Limited Company as the case may be. It is further agreed that if the Purchaser use the said open space as garden, he/she not plant tree and/or other plants which shall obstruct air and light of the other Purchaser/s of Flat/Unit/Row House and it is further agreed that as and when called by the Promoter and/or the Society/Limited Company, he/she shall trim the same periodically to avoid inconvenience to other, at his/her own cost.
63. Notwithstanding anything contained herein above it is hereby specifically agreed by the Purchaser that on formations and registration of the co-operative society and/or the company the said society or the company shall become the member of the said Federation and on becoming the member of the said Federation will be entitled for all the benefit enjoyed by the Federation and its members accrued by virtue of the said lease deeds and also liable to pay such amounts that may be claimed by the Federation towards the liabilities arising out of the said lease deed and the society/company shall abide by all rules regulation and the bye law as well as resolution passed by the said Federation.

THE FIRST SCHEDULE ABOVE REFERRED TO

All the piece or parcel N.A. and bearing old survey No.19 and 20 corresponding to old C.R.S. No. 244 part and as per Town Planning C.T.S. No.22 O.P. No. 250 and F.P. No. 457 T.P.S. III admeasuring 48,000 sq.mtrs. or thereabout alongwith the buildings standing thereon, lying, being and situate at village Gorai, Goarai Road, Tal, Borivli, B.S.D. Bandra, within the limits of Mumbai Municipal Corporation R/North Ward and bounded as follows :

East	:	120 ft. D.P. Linking Road (Prop.)
West	:	44 ft. D.P.Road
North	:	MHADA's other property
South	:	D. P. Road and next open plot of land reserved for Garden



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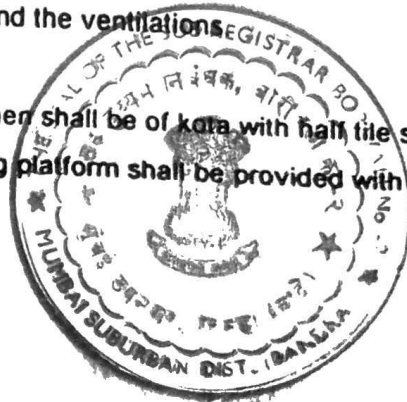
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LIST OF FIXTURE FITTINGS AND AMENITIES TO BE PROVIDED

BY : M/S SAILEE DEVELOPERS PVT. LTD.

1. **Building** : The Building shall be of R.C.C. frame structure with masonry walls.
2. **Foundation** : Foundation walls and R.C.C. column footings will rest on good foundation strata.
3. **R.C.C.** : All slabs, columns, chhajjas, staircases, parapet walls etc., shall be of R.C. design.
4. **Masonry work** : All the outside walls shall be 9" thick brick masonry and internal wall 4 1/2" and plastered. The external surface will have sand face finish in two coats whereas the internal surface will have fine finish.
5. **Doors** : The main entrance door to each flat shall be flush commercial type and shall have frame of 5" x 2 1/2" Teak wood, shall have outside polish and inside oil painted without ventilation with suitable fittings and fixtures like Godrej Night latch, flat-number, peep-hole and one handle, one tower bolt and one aldrop of Iron oxide and teak wood cover moulding shall be fitted to door frame only on the outside. A Letter cut in main door. Bedroom, Living room, Kitchen & Balcony shutters shall be water proof commercial flush shutter and shall have frame of 4" x 2 1/2" teak on Nova teak painted from outside and inside. All the shutters shall have one handle, one tower bolt of aluminium from inside, and teak wood cover moulding.
6. **Windows** : All windows shall have aluminium frame of sliding window and shall have one handle and two stopper bolts of aluminium. The windows shall be ventilation on top. Indian ground shall be used from the windows and the ventilations.
7. **Kitchen** : The flooring of kitchen shall be of kota with half tile striking on three sides. Cooking platform shall be provided with Marble/Granite



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- standard length with 2.6" height 2.0" width and glazed tiles dado upon 2' and one attached stainless steel built-in sink.
8. Bathroom : Inside the bathroom ladur tiles flooring and coloured glazed tiles and dado, white glazed dado full wall upon ceiling or 3' shall be provided one geyser 1 to 3 KW capacity shall be provided, one chromium plated handshower, one towel rod of aluminium will be provided. In the bathroom stop cock shall be provided in main supply.
 9. W.C. : Indian W.C. and bathroom pan with high level flushing tank and flooring in colour glazed tiles full window level shall be provided.
 10. Loft : Loft over the bathroom and W.C. shall be provided.
 11. Flooring : The flooring in flats shall be Granite 2 x 1 tiles in Hall with a half tile skirting. the flooring in Bedroom shall be spartex tiles.
 12. Terrace : The flooring shall be of China glazed mosaic chips.
 13. Electrical Amenities : The copper wiring shall be concealed C.S.T. and the main shall be in conduits. There shall be separate meters for the light and domestic power as per B.S.E.S. rules.

Following points shall be provided in each flat

- i) Entrance : Bell, push button and electric buzzer.
- ii) Hall : One fan point, two light points, one plug point and one domestic point.
- iii) Bed Rooms : One light point, one plug and one domestic point.
- iv) Kitchen : One light point, one plug and one domestic point.
- v) Bathroom : One light point, one plug and one domestic point.
- vi) W.C. : One light point.



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- vii) Passage : One light point.
- viii) Balcony : One light point Misc. points.
- ix) Entrance : Entrance of building shall be lighted as per design of the architects.
- x) Pump Room : One light point.
- xi) Terrance : One light point shall be provided.
- 15) SANITARY FITTINGS & FIXTURE : All the plumbing and sanitary work will be carried out as per B.M.C. bye-laws through licenced plumber.

Consent

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गृहनिर्माण व क्षेत्रविकास मंडळ
(बॉम्बे शहर)
BOMBAY HOUSING AND
AREA DEVELOPMENT BOARD
(MHADA UNIT)

म्हाडा
MHADA



No. CO/BB/ARCH/NUC 4232 'B' Br. 2

Dated :- 14/5/75

To

The Executive Engineer,
'R' Ward,
(Building Proposals Department),
Bombay Municipal Corporation,
B O M B A Y .

Sub :- N.O.C. for Redevelopment of
existing building No. 1 to 10
19 to 28 and 30 to 32 in BH&ADB's
New Gorai Colony at Gorai Road,
Borivali.

Ref :- The application of M/s. B.B. Associates,
Architects dated 18.4.95.

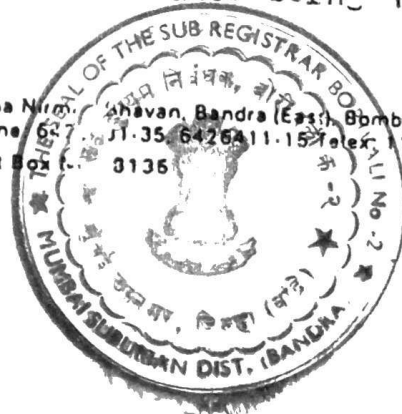
Sir,

BH&ADB has developed a colony of 1496 tenements
known as New Gorai Road colony at Borivali West, layout plan
enclosed. Colony has balance built up area still to be
consumed. BH&ADB has granted the prorata balance B.U.A. to
the Gorai Road Ashta Vinayak Nagar Co-operative Housing
Society's Union for the proposed redevelopment of 23 LIG
buildings belonging to them. Union is permitted to utilise
the existing 19,101.52 sq.m. Prorata Balance B.U.A. 17,740
sq.m. i.e. 36,841.52 Sq.M. only. N.O.C. is granted to
undertake the redevelopment on following terms and conditions:

- 1) The work of redevelopment should be carried out
as per plans enclosed.
- 2) Necessary approvals to the plans from B.M.C.
shall be obtained before starting of work.
- 3) The work should be carried out under the
supervision of the Competent Registered Architect and
Licensed Structural Engineer.
- 4) The work should be carried out entirely at
Applicant's own risk and cost.
- 5) The 36,841.52 Sq.M. total Built Up Area should
be restricted to in the first instance being 19,101 Sq.M.

गृहनिर्माण, शान्ति (पूर्व), मुंबई ४०० ०५९.
दूरध्वनि: २२२३१-३५, ६४२६४११-१५. टेलीफोन: ११७५६२९ आवास इन
फोन: २९३५

Griha Nirman, Shanti (East), Bombay 400 051.
Phone 627 11-35, 642611-15 Telex 1175629 AWAS IN
Post Box No. 3135



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CRAWFORD BAYLEY & CO.
(Registered)

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(ii) Permission given by the said Board for redevelopment of the said property vide its letter dated 14.08.1995 bearing No.CO/BB/ARCH/NOC/4232 "B" Br.95.

(iii) Development Agreement, Supplementary Agreement executed by and between the Federation as First part, M/s. Sailee Developers Pvt. Ltd. Borivli (W), Mumbai - 400 092 as a developer of the Second Part and the individual Societies referred to hereinabove as Third Part for the re-development of the above referred property.

(iv) Further permission given by the Board to the Federation vide its Letter No.CO/BB/ARCH/NOC/417 dated 18.01.96 to avail all the benefits of re-development of the said property.

(v) Permission granted by B.M.C. for the construction of the Buildings on the said property dated 30th March 1996 and 21st May, 1996.

DISCUSSIONS:

With an intention to investigate the title of the above referred property, I have perused the above documents and papers and my investigation reveals that :

- a) On payment of entire consideration amount of the buildings/structures by the individual Societies the Board has conveyed these buildings/structures in favour of individual Societies and by virtue of these Sale Deeds which are duly registered in the office of Sub-Registrar, Bandra, Mumbai, the individual Societies have become owners of the



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CRAWFORD BAYLEY & CO.
(Registered)

same and as the Federation is a legally constituted body registered under the Maharashtra Co-operative Societies Act 1960 of all these Societies concerned and therefore, the Federation derived title to the above said buildings/structures

- b) a perusal of all the documents (Lease Deeds) which are executed and duly registered in favour of the members of Federation (Individual Societies) shows that the Board has given the land beneath the structures on Leasehold basis for a period of 99 years, commencing from 15.06.1981 which is renewable for a further period to the members of Federation (Individual Societies).
- c) a perusal of the permissions mentioned hereinabove reveals that the Board has granted permissions to the Federation for re-development of the above referred property with further right and authority to take all the benefits thereunder and to avail all the benefits thereof and for the purpose to avail the benefits of re-development of the said property, the Federation with confirmation of the above Societies have entered into an Agreement for Development with the Developer for constructing buildings thereon by obtaining necessary permissions from the concerned authorities at the cost, risk and responsibilities of the developer, and the Federation has handed over the possession of the said property to the Developer with the right to construct buildings in the open space available therein and further by demolishing existing structures to rebuild thereon and in other spaces available in the said property for construction so as to perform the obligation arising out of the development agreement duly registered, supplemental agreement, and in consideration thereof to consume the remaining F.S.I. by constructing the buildings with absolute rights and authorities to sell and dispose of the Flats / Units / Garages / Premises on Ownership basis to any intending Purchasers and to implement the terms and conditions of these agreements the Federation has delegated all its powers and authorities to the

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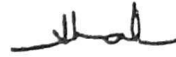
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of existing B.U.A. and 17,740 Sq.M. additional B.U.A.

- 6) No additional F.S.I. should be utilised.
- 7) The work should be carried out within the land identified and permitted for proposed redevelopment as shown in the enclosed plan.
- 8) Responsibility of any damage or loss of adjoining properties, if any will vest entirely with the applicant and B.H. & A.D. Board will not be responsible in any manner.
- 9) The user of this Reconstruction should be restricted to residential purpose only. Separate permission for other non-residential user will have to be obtained. In case of any breach to above conditions the N.O.C. will stand cancelled.
- 10) One set of plan approved by B.M.C. duly certified by the Architect should be submitted to this office before commencement of work.
- 11) It is therefore, directed that the proposed work should be carried out strictly adhering to the terms and conditions as mentioned above.
- 12) The society is permitted to construct some buildings on area reserved for R.G, subject to B.M.C. permission for such use to reduce burdon of transit accommodation and subject to condition of showing proposed R.G. Areas as per D.C. Regulations in the layout.
- 13) The total B.U. Area of existing and proposed construction should not exceed 36,841.52 Sq.M.

Yours faithfully,

D.A. 1 Plan



Chief Officer,
Bombay Housing & Area Development
Board, Bombay.



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महाडा
MHADA

No.CO/BB/Arch/NOC/ 417 of 96:
Dated: 18/1/96

To:
The Executive Engineer (R) Ward,
Building Proposals Department,
Bombay Municipal Corporation,
Mumbai.

Sub: N.O.C.for Redevelopment of existing bldg.
Nos.1 to 10, 19 to 28 and 30 to 32 and MIG
No.3 to 13 on F.P.No.457 at Gorai Road, Borivali.
Ref: The application of M/s B.B.Associates,
Architects dated 13.12.1995;

Sir,

Bombay Housing and Area Development Board has developed a colony of 1496 tenements known as New Gorai Road Colony at Borivali(West), layout plan enclosed. Colony has balance built-up area still to be consumed. BH&ADB has granted the pro-rata balance B.U.area to the Gorai Road Ashta Vinayak Nagar Co.Op.Housing Society's Union for the proposed redevelopment of 23 LIG buildings and 2 MIG buildings belonging to them. Union is permitted to utilise the existing B.U.Area of 15,992.64 Sq.M. and Additional Buildable area of 32,007.36 sq.M.i.e. total area of 48,000 Sq.M. only, NOC is granted to undertake redevelopment on following terms and conditions -

- 1)The work of Redevelopment should be carried out as per plans enclosed.
- 2)Necessary approvals to the plans from B.M.C.be obtained before starting of work.
- 3)The work should be carried out under the supervision of the Competent Registered Architect and Licensed structural Engineer.
- 4)The work should be carried out entirely at Applicant own risk and cost.
- 5)The total Built-up area should be restricted 48,000 Sq.M.only.
- 6)No additional F.S.I.should be utilised.
- 7)The work should be carried out within the land underneath and appurtenant to the applicant/Society's bldg. or plot leased by the Board.
- 8)Responsibility of any damage or loss of adjoining properties,if any will vest entirely with the applicant and BH&AD Board will not be responsible in any manner.

Griha Nirman Bhavan, Bandra (East), Bombay 400 051. ••2
Phone : 6428331-35, 6426481-5 Telex: 1175629 AWAS IN
Post Box No. 8135



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9) The user of this construction should be restricted to residential purpose only. Separate permission for other user will have to be obtained. In case of any breach of above conditions the NOC will stand cancelled.

10) One set of plan approved by B.M.C. duly certified by the Architect should be submitted to this office before commencement of work.

11) It is therefore, directed that the proposed work should be carried out strictly adhering to the terms and conditions as mentioned above.

12) All the benefits may be availed by the Union for this redevelopment proposal.

13) The N.O.C. letter No. 4232 dated 14.8.95 is hereby superceded by this letter.

Encd:
Plan.

Yours faithfully,



Chief Officer,
Bombay Housing and Area
Development Board, Bombay.

....



मालमत्ता पत्रक

तालुका/न.भु.मा.का. -- न.भू.अ.बोरीवली

जिल्हा --

क्षेत्र
ची.मी.

धारणाधिकार

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शासनाला दिलेल्या आकारपेक्षा किंवा इत्याचो तपशील आणि त्याच्या फेर तपशीलांनी नियत वेळ



भारत सरकार.

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व्यवहार

खंड क्रमांक

नविन धारक (धा)

पट्टेदार (प) किंवा भार (भा)

साक्षात्कृत

करणारा -

खरी नक्कल -

न.भू.अ.बोरीवली

मुंबई उपनगर जिल्हा

क्रमांक

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शाब्दाची तारीख

१३/१२/०२

दिव्याची तारीख

१३/१२/०२

देणार

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श्रमांक

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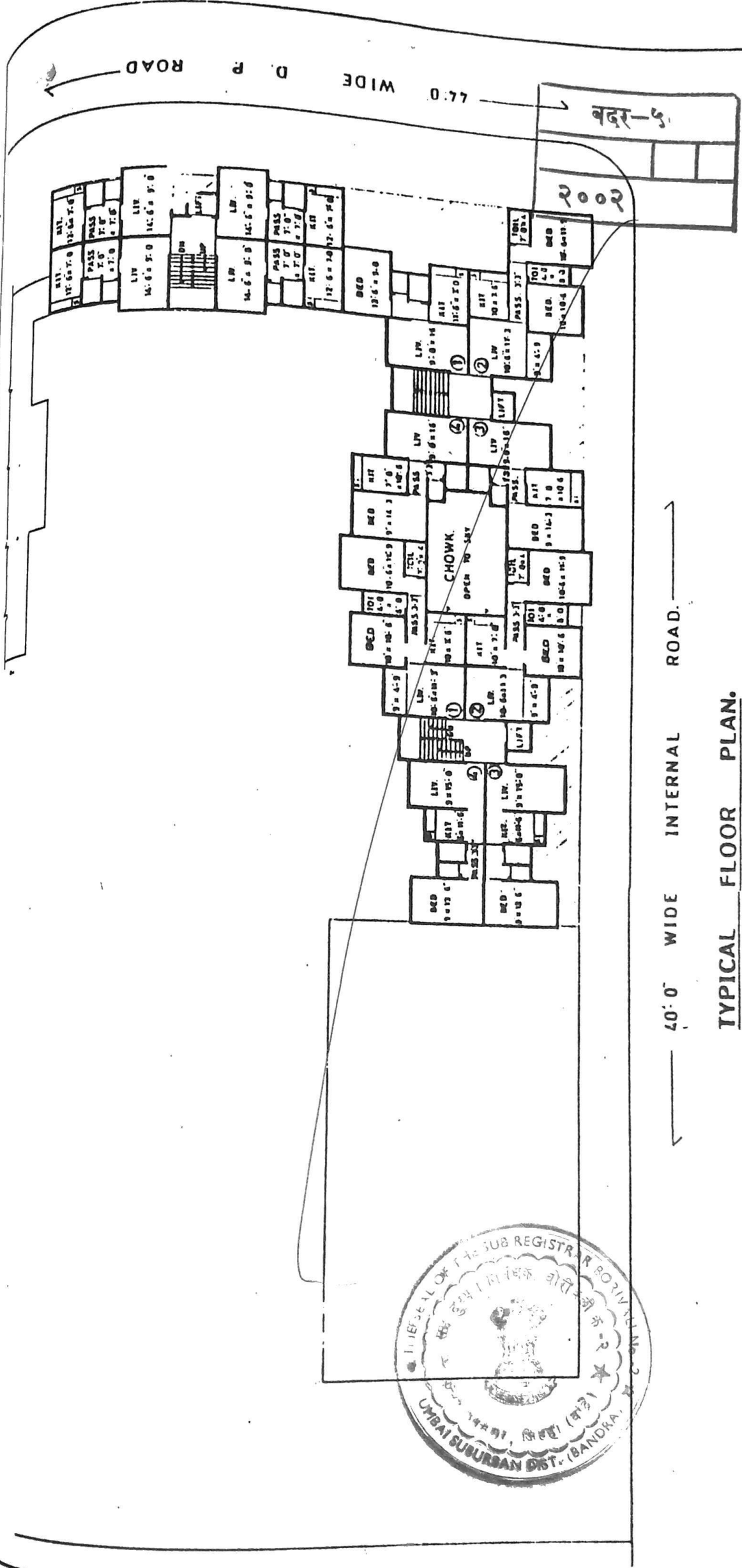
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अधिक्षक भूमि अभिलेख शुभ

उपनगर जिल्हा मुंबई



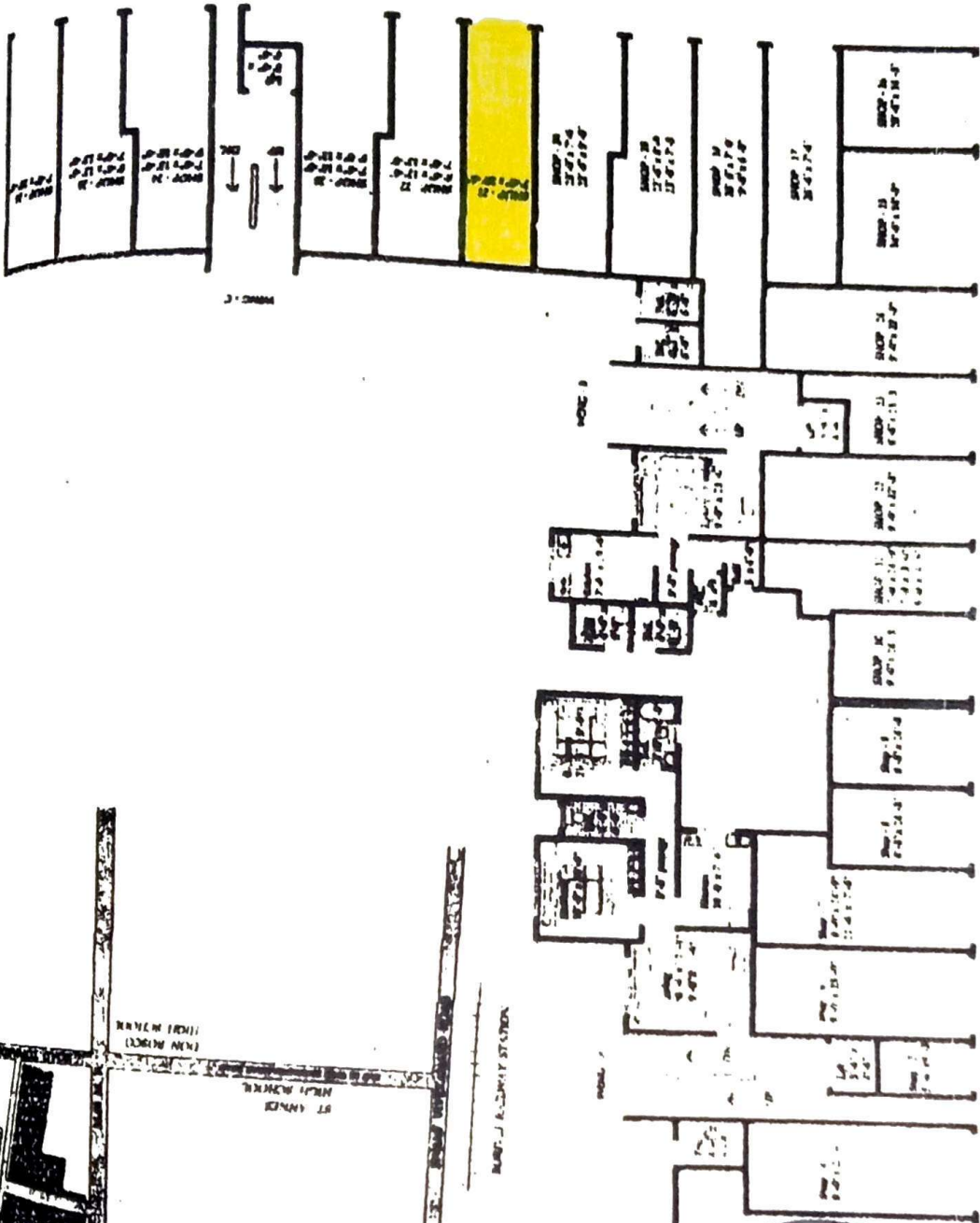
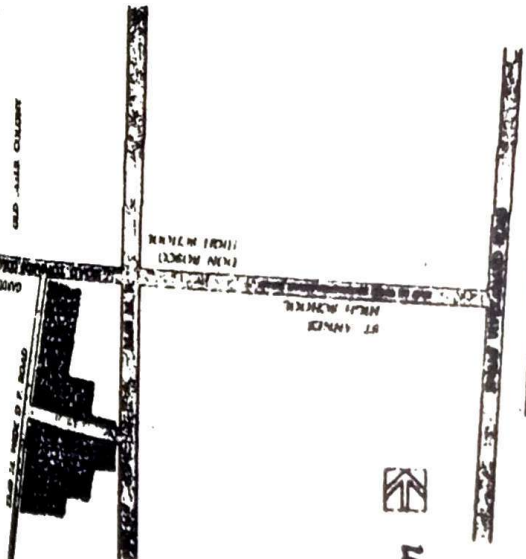


← 40' 0" WIDE INTERNAL ROAD. →

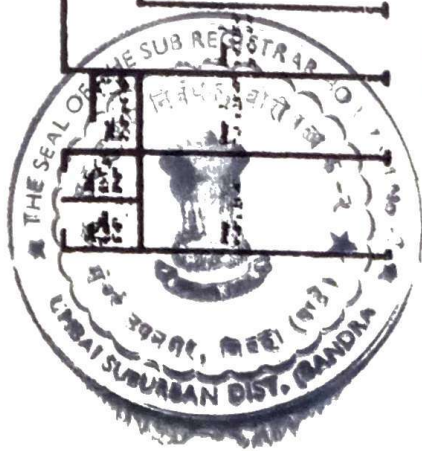
TYPICAL FLOOR PLAN.

DEVELOPERS	DESCRIPTION	NORTH	ARCHITECT
<p>SAILEE DEVELOPERS. PVT. LTD. 104/105, SATTANI TRAOE CENTRE. CHANDANBAR ROAD, BORIVALI (W) MUMBAI - 37</p>	<p>PROPOSED BUILDING "H" ON C.T.S. No. 68. (pt.) S. No 22. OF VILLAGE - कोरा O.P. No. 250, F.P. No. 457 OF T.P.S III AT. GORAI ROAD, BORIVLI (W) MUMBAI - 92.</p>		<p>T.A.C. PVT. LTD. J-12, STONE CASTEL, NEAR ST FRANCIS SCHOOL, I.C. COLONY, BORIVALI (W), MUMBAI - 103</p>

Location Plan



Ground Floor Plan



PROJECT

Proposed Building 'H' On Plot Bearing C.T.S. No. 68 (pt) S. No. 22, O.P. No. 250,
 F.P. No. 457, Of T.P.S. III, Of Gorai Road, Borivli - West, Mumbai - 400 092.

FOR SAI LEE DEVELOPERS PVT. LTD.

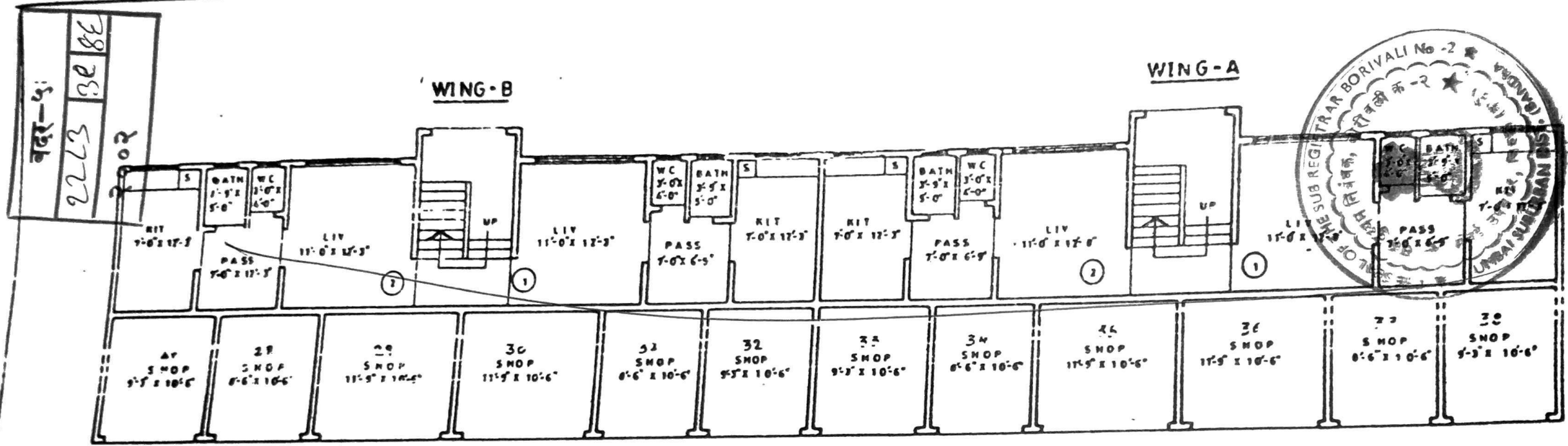
[Signature]
 DIRECTOR

ARCHITECT
 T.A.C. PVT. LTD.
 J-12, STONE CASTEL,
 NEAR ST. FRANCIS SCHOOL,
 I.C. COLONY, BORIVALI (W),
 MUMBAI - 103

DEVELOPERS
 SAILEE DEVELOPERS PVT. LTD.
 A/004, PRATHAMESH HORIZON,
 LINKING ROAD, NEW M.H.B. COLONY,
 OPP. DON BOSCO SCHOOL,
 BORIVALI (W), MUMBAI - 400 091.

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[Signature]



GROUND FLOOR PLAN



developers :
DEVELOPER
 SAILEE DEVELOPERS. PVT. LTD.
 A/004, PRATHAMESH HORIZON,
 LINKING ROAD, NEW M.H.B. COLONY,
 OPP. DON BOSCO SCHOOL,
 BORIVALI (W), MUMBAI - 400 091.

project :
 PROPOSED BUILDING NO 'H' ON PROPERTY BEARING O-P-NO-250,
 F-P-NO-457. OF T-P-S-III AT LINKING ROAD, GORAI. BORIVALI (W)
 MUMBAI - 400 092.

ARCHITECT
 T.A.C. PVT. LTD.
 J-12, STONE CASTEL
 NEAR ST. FRANCIS SCHOOL, I.C. COLONY,
 BORIVALI (W), MUMBAI - 103
 Tel- 895 24251/4344/4680

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBE THEIR RESPECTIVE HANDS AND SEAL ON THE DATE AND THE YEAR FIRST HEREINABOVE MENTIONED.

Signed, Sealed & Delivered by
 Within name M/s. SAILEE DEVELOPERS
 PVT. LTD. through its Director/s.

FOR SAILEE DEVELOPERS PVT. LTD.

 In the presence of :

Signed, Sealed & Delivered by
 Within Name Purchaser/s

Sh. Lokmikanth R. Sawant

 In the presence of :

RECEIPT

Received with thanks from the abovenamed Purchaser an amount of Rs. 50000 /-
 (Rupees Fifty Thousand only)
 by Cheque No. Cash dated 21/3/2002
 drawn on _____ Bank, as and way of earnest
 money/deposit as mentioned in clause No. 2 (i) of this Agreement

I/We say received

Rs. 50000 /-

WITNESS :

- _____
- _____

M/s. SAILEE DEVELOPERS PVT. LTD.



(THE DIRECTOR/S)