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पावती

Original/Duplicate

Wednesday, March 02, 2016

12:21 PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 2376 दिनांक: 02/03/2016

गाद्याचे नाव: विरेदाज

दस्तावेजाचा अनुक्रमांक: करम2-2002-2016

दस्तावेजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: वेब्टेक कॉन्सल्टिंग कंपनी लिमिटेड चे अर्चो मिश्रेटी आशु मधन तर्फे
मुबलत्वार म्हणून घिया रॉबाडे

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 4940.00
पृष्ठांची संख्या: 247	

एकूण	रु. 34940.00
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आपणाम मूळ दस्त. थंबनेल पिट. सुची-२ अंदाजे
12:40 PM ह्या वेळेस मिळेल.


महेश डु निंबार्कर कुर्मा 2

बाजार मूल्य रु. 24050622/-

मोबदला: रु. 49277000/-

भरलेले मुद्रांक शुल्क रु. 2464000/-

1) वेयकाचा प्रकार: eChallan रकम: रु. 30000/-

सीडी/खनादेश/पे ऑर्डर क्रमांक: MH006298826201516M दिनांक: 02/03/2016

बँकिचे नाव व पत्ता:

2) वेयकाचा प्रकार: By Cash रकम: रु. 4940/-



ORIGINAL REGISTERED
DOCUMENT DELIVERED ON

8 MAR 2016



महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग
मुद्रांकन अहवाल सन 201६

1. दस्ताचा प्रकार :- करारनामा अनुषंगीय क्रमांक

2. सादरकर्त्याचे नाव :- वेदरट होळमन अँड ३ 12

3. तालुका :- मुंबई / अंधेरी / बोरीवली

4. गावाचे नाव :- तिरुवाडी

5. नगरमुद्रांकन क्रमांक/सर्व्हे केल्यावेळी मुद्रांक क्रमांक :- 102 A/2

6. मुद्रांक दरविभाग (दोन) :- 113 उपविभाग :- 537

7. मिळकतीचा प्रकार :- खुली जमीन [निवासी] कार्यालय स्थान अर्थव्यवस्था

प्रति चौ.मी.दर :- 106600 + 5% = 111930

8. दस्ताचा नमुद्रांक केलेल्या मिळकतीचे क्षेत्रांक 204-64 करसेट / विस्तार मध्ये मालकी

9. कारणांक :- गल्ली पदविभाग

10. मजला क्रमांक :- ६५ उदरगहन सुविधा

11. बांधकामे वर्ष :- नविन घसाथ

12. बांधकामाचा प्रकार :- आरआरसी / इतर पयके / अर्धे पको / वगैरे

13. बाजारभूत्यदर तक्त्यातील मार्गदर्शक सुचना क्र. १ व्याख्ये दिनांक

14. भाडेकरू त्याप्त मिळकत असल्यास : 1. त्याच्यु ताब्यातील क्षेत्र(जुने क्षेत्र)

2. नवीन इमारतीत दिलेले क्षेत्र

3. भाड्याची रक्कम :-

15. लिह अँड लायसन्सचा दरत : 1. प्रतिग्रह भाडे रक्कम :-

निवासी/अनिवासी 2. अनागत रक्कम / आगावु भाडे :-

3. कालायधी :-

16. निर्मासीत केलेले बाजारभूत्य :-

17. दस्तामध्ये दर्शविलेली भोवदला :-

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२०१६		



24050622/-
49277000/-

18. देय मुद्रांक शुल्क :- 2463900/-

भरलेले मुद्रांक शुल्क :- 2464000/-

19. देय नोंदणी फी :- 30,000/-

लिपीक

[Signature]
उप मुख्य निबंधक कुरला - २
मुंबई उपनगर जिल्हा

CHALLAN
MTR Form Number-6

कचम-२		
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१०/१५		

MHD06299482201516M		BARCODE	Date 07/01/2016-12:31:39		Form ID
Inspector General Of Registrations			Payer Details		
Type of Payment Non-Judicial Stamps-Consolidated Stamp Duty			TAX ID (If Any)		
Inspector General of Registrations			PAN No. (if Applicable)		
Office Name KRL1_JT SUB REGISTRAR KURLA NO 1		Full Name		BENNETT COLEMAN AND COMPANY LT	
Location MUMBAI				D	
2015-2016 One Time		Flat/Block No.		THE TIMES OF INDIA BUILDING	
Account Head Details		Amount in Rs.		Premises/Building	
26401 Consolidated Stamp Duty85		2464000.00		Road/Street	
				DR D N ROAD	
				Area/Locality	
				MUMBAI	
				Town/City/District	
				PIN	
				Remarks (If Any)	
				FLAT NO 201 A RANGRADEUR POKHIMU	
				MBA 508376	
				MUMBAI SUBURBAN DIST. (MUMBAI)	
				Amount In Words	
		2464000.00		Twenty Four Lakh Sixty Four Thousand Rupees Only	
Payee Details BANK OF MAHARASHTRA			FOR USE IN RECEIVING BANK		
Cheque/DD Details			Bank CIN	REF No	02300042016011298112 302570861
Cheque/DD No			Date	12/01/2016-13:56:30	
Name of Bank			Bank-Branch	BANK OF MAHARASHTRA	
Name of Branch			Scroll No , Date	Not Verified with Scroll	

Case No. Not Available



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GRN	1410029482201516M	Challan Date	07/01/2016	Challan Amount	2454000.00
Party Name	BENNETT COLEMAN AND COMPANY LTD				
Amount in Words	Twenty Four Lakh Sixty Four Thousand Rupees Only				
Account Head Details			Payment Details		
Cheque/DD No.	Cheque/DD Details		Bank CIN	REF No.	
Name of Bank			Date		
Name of Branch			Bank-Branch	BANK OF MAHARASHTRA	
			Serial No.	Date	

Please see the list of branches on the HOME PAGE of GRAS site where you can make payment.





CHALLAN
MTR Form Number-6

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MH006296926201516M		BARCODE	Date 07/01/2016-12:23:15		Form ID
Department Inspector General Of Registration			Payer Details		
Type of Payment Registration Fees			TAX ID (If Any)		
Ordinary Collections IGR			PAN No. (If Applicable)		
Office Name KRL1_JT SUB REGISTRAR KURLA NO 1			Full Name		BENNETT COLEMAN AND COMPANY L
Location MUMBAI			D		
Year 2015-2016 One Time			Flat/Block No.		THE TIMES OF INDIA BUILDING
Account Head Details		Amount In Rs.	Premises/Building		
Amount of Tax		30000.00	Road/Street		
			Area/Locality		
			Town/City/District		
			PIN		
			4 0 0 0 0 1		
			Remarks (If Any)		
			PAN2--PN=RAJESH P STATES ANTI TAXMAN		
			PVT LTD-CA		
					
Total		30000.00	Amount In		Thirty Thousand Rupees Only
			Words		
Payment Details BANK OF MAHARASHTRA			FOR USE IN RECEIVING BANK		
Cheque-DD Details			Bank C/N	REF No.	02300042016011288610 302818861
Cheque/DD No			Date		12/01/2016-15:24:02
Name of Bank			Bank-Branch		
			BANK OF MAHARASHTRA		
Address of Branch			Scroll No. Date		Not Verified with Scroll
Phone No. Not Available					



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GRN	AH00439820201516M	Challan Date	07/01/2016	Challan Amount	30000.00
Party Name	BENNETT COLEMAN AND COMPANY LTD				
Amount In Words	Thirty Thousand Rupees Only				
Account Head Details			Payment Details		
Cheque/DD Details			Bank CIN	RIFP No.	
Cheque/DD No		Date			
Name of Bank		Bank-Branch	BANK OF MAHARASHTRA		
Name of Branch		Serial No. /Date			

Please see the list of branches on the HOME PAGE of GRAS site where you can make payment.



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AGREEMENT FOR SALE

PMP

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ARTICLES OF AGREEMENT MADE AT MUMBAI THIS 24th DAY OF FEBRUARY IN THE CHRISTIAN YEAR TWO THOUSAND SIXTEEN BETWEEN;

RAJESH ESTATES & NIRMAN PVT. LTD., a Company registered under the provisions of the Companies Act, 1956 and having its office at 139, Seksaria Chambers, 2nd Floor, N. M. Road, Fort, Mumbai 400 023, hereinafter called "The Promoters" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns) **OF THE ONE PART;**

AND

BENNETT, COLEMAN & CO. LTD., an existing company within the meaning and provisions of the Companies Act, 1956, having its registered office at The Times of India Building, Dr. D. N. Road, Mumbai 400 001 and having its corporate office at Times House, 7, Bahadurshah Zafar Marg, New Delhi 110103 hereinafter referred to as "The Purchaser/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors and administrators) **OF THE OTHER PART;**



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WHEREAS:

- a. One CHITTARANJAN SHARMA Son of Late CHANDRABHAN SHARMA during his lifetime was seized and possessed of and/or otherwise well and sufficiently entitled to all those pieces and parcels of land admeasuring 24,343 Sq. Mts., situate, lying and being at Village Tirandaz, Taluka Kurla, within the Registration District and Sub-District of Mumbai Suburban bearing Survey No.2(part), 3, 37 (part), 39 (part) and C.T.S.No.102 which portion is more particularly described in the First Schedule hereunder written and hereinafter referred to as "the Larger Property".
- b. Vide an Agreement for Development dated 14th October 1987, entered into by and between the said Chittaranjan Sharma and one Vaikunthdham Developers, a Partnership firm registered under the Indian Partnership Act, 1932, consisting of (1) Smt. Chandrika Tulsidas Sharma, (2) Mr. Neeraj Tulsidas Sharma, (3) Mr. Lokesh Tulsidas Sharma, (4) Smt. Indira Kuldipsingh Dewan and (5) Mr. Sanjeev K. Dewan, as its partners, carrying on business at Nawab Building, 3rd floor, Dr. D.N. Road, Fort, Mumbai - 400001, the said Chittaranjan Sharma granted Development Rights in respect of the said Larger Property to the said Vaikunthdham Developers.
- c. Disputes and differences arose between the said Chittaranjan Sharma and Vaikunthdham Developers in respect of the Property more particularly described in the First Schedule hereunder written, being the subject matter of the said Agreement for Development dated 14th October, 1987 as a result whereof the said Vaikunthdham Developers filed a Suit against the said Chittaranjan Sharma in the High Court of Judicature at Bombay being Suit No. 1033 of 1997 for specific performance of the said Agreement for development and for other reliefs.
- d. The said Suit was compromised and by a Consent Decree dated 21st July, 2000 passed in terms of the Consent Terms executed and filed in the Hon'ble Court between the said Chittaranjan Sharma and the said firm of Vaikunthdham Developers. The said Decree is registered by way of a



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Declaration and Confirmation dated 16th April, 2005 made by the partner of the said M/s. Vaikunthdham Developers, with the Sub-Registrar of Assurances at Bandra under No.BDR – 7/2567 of 2005.

- e. By the said Consent Decree, it was interalia agreed by and between the parties that out of the area of 24,343 Sq. Mts., an area of 7543 Sq. Mts. marked in Green Colour to the Plan annexed to the said Consent Terms was to be retained by the said Chittaranjan Sharma and the balance area of 16,800 Sq. Mts. and bearing CTS Nos. bearing 98 C, 100 A / 1 / 3 (part) which area would continue to remain the subject matter of the Development Agreement dated 14th October, 1987 which portion is hereinafter referred to as "Portion-I" and more particularly described in the Second Schedule hereunder written.
- f. The said Vaikunthdham Developers, were in possession of and having valid and subsisting rights to develop the Property admeasuring 16,800 Sq. Mts., being Portion-I.
- g. Vide an Indenture of Conveyance dated 5th day of May 2005, executed by and between the said Chittaranjan Sharma, therein referred to as the Vendors, the said Vaikunthdham Developers, therein referred to as the Confirming Parties and RAJESH ESTATES & NIRMAN LTD., the Promoters herein, therein referred to as the Purchasers of the Third part, the Vendors therein have sold, transferred and conveyed to the Purchasers therein, i.e. the Promoters herein which has been confirmed by the Confirming Party therein, the said Portion-I of the Larger Property more particularly described in the Schedule thereunder written, which is the same as the property being All those piece or parcel of land or ground bearing CTS Nos. 98 C, 100A/1/3 part and 102 A admeasuring about 16800 Sq. Mts., which is more particularly described in the Second Schedule hereunder written, at and for a price and on the terms and conditions more particularly mentioned in the said Indenture of Conveyance dated 5th May 2005.
- h. Vide another Indenture of Conveyance dated 5th May 2005, which is registered with the sub registrar of assurances at Bandra under No. BDR -7



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/3039 of 2005, the said Chittaranjan Sharma, therein referred to as the Vendors and Rajesh Estates & Nirman Limited therein referred to as the Purchasers i.e. the Promoters herein, the Vendors therein sold, transferred and conveyed unto the Purchasers therein, Promoters herein, all those piece or parcel of land or ground admeasuring 6365 Sq. Mts., bearing CTS Nos. 63 A/8, 64 E/6, 98 C (part), 100 A/1/3 (part) and 102 / A part admeasuring 6365 Sq. Mts. situated at Village Tirandaz, Taluka Kurla, within the registration district and sub district of Mumbai City and Mumbai suburban, which is more particularly described in the schedule thereunder written, which is the same as the Third schedule hereunder written (hereinafter referred to as "Portion-II") at and for a price and on the terms and conditions more particularly set out in the said Indenture of Conveyance.

- i. Pursuant to the amalgamation and sub-division of the Portion -I and Portion - II, the said was amalgamated and subdivided into two CTS Nos, i.e. CTS No. 102 A/2 admeasuring 20,205.4 Sq. Mts. and CTS No. 102 A/4 admeasuring 2581.3 Sq. Mts. which is reserved for D.P. road. The Promoters are contemplating to construct a residential building on the Property bearing CTS No. 102 A/2 admeasuring 20,205.4, which property is more particularly described in the fourth schedule hereunder written and hereinafter referred to as the "Said Property."
- j. The Additional Collector and Competent Authority appointed under the Urban Land (Ceiling & Regulation) Act, 1976 has by an Order bearing No. C/ ULC / 6 (1) MISC-SR-340 dated 14th October 1999 has permitted the development of the said property being Non Vacant land.
- k. The Additional Collector and Competent Authority appointed under the Urban Land (Ceiling & Regulation) Act, 1976 has by an Order bearing No. C/ ULC / 6 (1) MISC-SR-340 dated 25th October 1999 has permitted the amalgamation of the lands bearing CTS No. 102 A and 100 / A / 1 / 3, CTS No. 98-C and CTS No. 63 / A / 8 of Village Tirandaz, Taluka Kurla, MSD.

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- l. Vide a Revised Order bearing No.C/ULC/6(i)/SR-III-846 dated 3rd March 2006, the Additional Collector and Competent Authority appointed under the Urban land (Ceiling & Regulation) Act, 1976 has revised the Order after remand u/s 33 of the UL (C& R) Act, 1976.
- m. Vide an Order bearing No.C/ULC/D/V/SR/III-846/IDV/CR-150 dated 16th March 2006, the Govt. of Maharashtra has exempted the said Lands under section 20 of the Said Act, as per the terms and conditions of the said Order dated 16th March 2006.
- n. Vide an Order bearing No.C/ULC/D-XV/WS1127/06 dated 17/03/06, of the Additional Collector and Competent Authority appointed under the Urban Land (Ceiling & Regulation) Act, 1976 has permitted the joint development of the properties described therein.
- o. In pursuance of the aforesaid documents Rajesh Estates & Nirman Limited i.e. the Promoters have submitted Plans for development of the said property and Executive Engineer, Building Proposal Eastern Suburbs has issued * Intimation of Disapproval under section 346 of Mumbai Municipal Corporation Act bearing Ref. Nos. (i) CE/1090/BPES/AS and D(G) CE/1091/BPES/AS both dated 7th June 2006, a copy whereof is annexed hereto as **Annexure "A"**. The aforesaid Intimation of Disapproval has been amended vide letter dated 15th June 2007 and thereafter again by letter dated 29th July 2010 of the Executive Engineer (Building Proposals) (E.S) - II. The said two letters are annexed hereto as **Annexure "A-1"** and **Annexure "A-2."**
- p. AND WHEREAS the Mumbai Municipal Corporation has issued Commencement Certificate on 1st September 2006 for the building known as "**RAJ GRANDEUR.**" Which Commencement Certificate is annexed hereto as **Annexure "B"**.
- q. The Promoters have as stated above, evolved a scheme to presently construct 2 buildings, one building of two Wings (A & B) having 3 basements,

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ground/stilt level, 1st Podium, 2nd Podium plus 31 upper habitable floors, which upper habitable floors may be either decreased or increased as per the approvals of the Authorities. Presently the Plans have been sanctioned for 21 floors. The Promoters shall also be constructing the other building having one wing (Wing C) which shall have as many number of basements, and and number of Podiums plus upper habitable floors as may be permissible, on the said property, more particularly described in the Fourth Schedule hereunder written by consuming the F.S.I. available of the said Property along with TDR from outside sources and also with a provision to consume balance F.S.I. and/or the future or additional or balance F.S.I. or any F.S.I. available either by acquiring Transferable Development Rights (T.D.R.) or extra F.S.I. available by change of D.C. Rules or due to Road Widening or Set Back reservation or by any other means or ways or any other reason whatsoever.

- r. The complex of the Buildings/Structures to be constructed on the said property described in the Fourth Schedule hereunder written shall always be known as "RAJ GRANDEUR".
- s. The promoters have disclosed to the Purchaser as follows:-
- A portion of the Property falls under the road set back line. The Promoters shall be entitled to surrender the said set back line, i.e. the Property bearing CTS No. 102 A/4 and avail the benefit as is permissible as per the Development Control Regulations.
 - A portion of the said property admeasuring 60.30 Sq. Mts. is in reservation for hospital. The Promoters are entitled to deal with the same and avail benefits as may be available as per the D.C. Regulation.
 - The Promoters are entitled to the total FSI of 36,343.44 Sq. Mts. inclusive of TDR in respect of the said Property.
- t. The Purchaser/s declare/s and confirm/s that he/she/they is/are fully aware of the terms and conditions of the said Agreements / Conveyances made between the Promoters and the Promoters and the Purchaser/s shall not be entitled to claim any higher, further or other right either to the said Property



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or internal road, recreation ground and other area and the same will belong to the said Promoters and neither the Purchaser/s herein nor the Co-operative Society Ltd. nor Condominium of Apartment of Purchasers of the said proposed building will have any right, lien or claim thereon in any manner whatsoever.

- u. The Purchaser has approached the Promoters for sale to the Purchaser of a flat bearing No. 801 on the 8th floor of the "A" Wing in the building "RAJ GRANDEUR" which is being constructed on the said property (hereinafter referred to as the "Said flat") which is more particularly described in the Fifth Schedule hereunder written and shown in the plan annexed hereto as Annexure "C" on the said property. At the request of the Purchaser, the Promoters have agreed to allot the said flat on ownership basis to the Purchaser.
- v. By virtue of the above said Conveyances entered in with the original owners the Promoters alone have the sole and exclusive right to sell the flats inter alia in the said buildings after reserving the flats of the original owners being constructed by the Promoters on the said properties or any part hereof and to enter into agreements with the Purchaser/s of the flats and to receive the sale price in respect thereof.
- w. One Jagruti Mokashi nee Jagruti Tulsidas Sharma has filed a Suit in the High Court of Judicature at Bombay in its Ordinary Original Civil Jurisdiction being Suit No. 2751 of 2008, inter alia against the Promoters herein being the Defendant No. 7 in the said Suit along with her other brothers and sisters and certain others claiming rights over the said Property by way of inheritance of Late Tulsidas Sharma the partner of Vaikunthdham Developers.
- x. In Notice of Motion No. 3273 of 2008 in the aforesaid Suit as taken out by the Plaintiff i.e. Jagruti Mokashi, the Counsel appearing on behalf of the Plaintiff has made a statement in the Court that he is not pressing for any reliefs against the said Property.
- y. The Promoters have created Mortgage of the said Property in favour of Allahabad Bank for the credit facilities granted by the said Bank in favour of



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the Promoters herein by way of Deposit of Title Deeds. The Promoters hereby agree, declare, confirm and covenant that they shall obtain No Objection Certificate/Discharge Certificate from the said Allahabad Bank on or before 31st October 2011 certifying that mortgage created on the said Property in favor of Allahabad Bank for the credit facilities granted by the said Bank in favor of the Promoters herein by way of Deposit of Title Deeds stands discharged in respect of the said Flat and the said Flat is free of such mortgage/charge and the said Allahabad Bank has no right, title, interest or claim on the said Flat and the said Allahabad Bank has no objection for the Promoters selling the said Flat to said Purchasers.

z. The Promoters have further informed the Purchaser and the Purchaser is aware that the Promoters will be executing separate Agreements with several prospective Purchasers for sale of the said units and other premises in the buildings proposed to be constructed on the said properties.

aa. AND WHEREAS the title of the Promoters to the said Property is certified by M/s. M.P. Savla & Associates Advocates & Solicitors as clear and marketable free from encumbrances and copy of which certificate dated 20th October, 2010 is annexed hereto, as **Annexure "D"**.

bb. The Property Cards in respect of the said Property are collectively annexed hereto as **Annexure "E"**.

cc. The Purchaser has demanded from the Promoters and the Promoters have given Xerox copies of the documents and have also given inspections to the flat Purchaser of all the documents of title relating to the said properties, the various orders, the said Agreements and the Plans, designs and specifications prepared by the Promoters' Architect and all such other documents as are specified and/or required to be shown to Purchasers under the Maharashtra Ownership Flats (Regulations of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "The said Act") and the Rules made thereunder.



[Handwritten signature]
M.P.

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In the event the Promoters are required to construct buildings of lesser floors, they shall be entitled to increase the floor plates or utilize the balance FSI in Wing 'C' which is to be constructed in the second phase or in whatever manner possible as per the prevalent laws.

3. The Purchasers are aware that the Promoters have obtained the requisite permissions from the Ministry of Environment and Forests (hereinafter referred to as the "MoEF Permissions"). The Purchaser is aware that the permission is granted to the Promoters herein on the undertaking/s, Indemnities furnished by the Promoters for various compliances, inter-alia of Rain Water Harvesting and Sewage Treatment Plant. The Promoters have complied with all such compliances and the Purchasers covenants with the Promoters that it shall comply with all the ongoing and recurring compliances as the assignee of the Promoters.
4. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the Promoters and/or the Promoters to the property and he/she/they shall not be entitled further to investigate the title of the said property and no requisition or objection shall be raised on any matter relating thereto. The Purchaser/s shall be deemed to have purchased the said Flat on the conditions set out in the recitals above and to have accepted the title thereto.
5. The name and address of the Purchaser/s till possession of the premises is taken by the Purchaser/s shall be as under:

Name: **BENNETT, COLEMAN & CO. LTD.,**

Address: Registered office at The Times of India Building, Dr. D.N. Road,
Mumbai 400 001

Corporate office at Times House, 7, Bahadurshah Zafar Marg, New Delhi 110103

6. The Purchaser/s hereby agree to acquire Flats/shops/premises No.801 on 8th Floor in "A" Wing of the said Building more particularly described in the Fifth Schedule hereunder written "the said premises" at or for the lump sum price of Rs. 4,92,77,000/- (Rupees Four Crore Ninety Two Lakhs Seventy

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Seven Thousand only). The said price is fixed on lump sum basis and has no bearings whatsoever on the actual measurement of the carpet area of the said premises inclusive of balcony, which is 1835 Sq. Ft. The typical floor plan showing the said Flat is annexed hereto and marked Annexure C and the said Flat is shown, surrounded thereon by a red coloured cross lines. The Purchaser/s has/have ascertained the said area. The said Flat has been agreed to be sold together with the common area and facilities appurtenant to the said flat/premises and the limited common areas and facilities as more particularly described in the Sixth Schedule and the same shall be in proportion to the area of the said premises to the entire area of the said building. The Purchaser/s shall have no claim over limited common area save and except as expressly granted. The Purchaser/s has/have seen approved and accepted the amenities to be provided in the said premises prior to execution of this Agreement.

7. It is expressly agreed that the said premises shall contain specifications, fixtures, fittings and amenities more particularly as described in Seventh Schedule hereunder written and the Purchaser confirms that the Promoters shall not be liable to provide any other specification, fixture, fittings and amenities in the said flat/premises.
8. The Promoters have represented and the Purchasers are aware that the Car Parking areas are available in the Basement, Ground and Podium levels. The Promoters may give provisional permission to the Purchaser to park their vehicle in a particular space, pending the handing over of the affairs to the Society. The Purchaser shall till then not be entitled to park their car in any other place than the space permitted. The Permission shall be subject to the confirmation of the Society.
9. The said price, along with the maintenance charges and corpus fund shall be paid by the Purchaser to the Promoters in the manner given below. The percentage referred to hereinbelow are of the total price by the Purchasers:-



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- i) 5 % i.e. Rs.25,04,320/- (Rupees Twenty Five Lakhs Four Thousand Three Hundred Twenty only) as the Earnest Money on execution of this Agreement.
- ii) 95% i.e. Rs.4,75,82,080/- (Rupees Four Crores Seventy Five Lakhs Eighty Two Thousand Eighty only) on possession.

10. It is expressly agreed that the time for payment of each of the aforesaid installments of the purchase price shall be essence of the contract. The certificate of the Promoters' Architect as to completion of any of the work mentioned in the preceding clause shall be conclusive. The Purchaser/s shall within the period of seven days from the receipt of intimation from the Promoters to make payment of the installment pay the same to the Promoters failing which the Purchaser/s shall without prejudice to the right of the Promoters to determine this Agreement be liable to pay interest on the defaulted installment at the rate of 21% till realization.

11. The Purchaser/s is/are aware that the Promoters are entering into similar Agreements with several other parties in respect of other flats/premises in the said buildings containing similar terms and conditions save and except the sale price which may be mutually agreed upon between the Promoters and each Purchaser/s.

12. Nothing contained in these presents shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over or as a grant in law of the said building or any parts thereof such conferment or grant to take place only upon the transfer by formal document and execution thereof in respect of the said property or part thereof together with the said building to a Condominium or any other body to be formed by the Purchaser/s of different premises as stated herein.

13. The Promoters have informed the Purchaser/s that they shall not be bound to obtain Completion Certificate from BMC. The Purchaser/s shall accept Occupation Certificate or part Occupation Certificate for the building consisting of the said Flat and will take possession of the said Flat upon the

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Promoters intimating the Purchaser of they having obtained made application for such occupation/part occupation certificate by making balance payment, and the premises is fit for use and occupation. The Certificate of the Architects of the Promoters to the effect that such occupation/part occupation certificate is issued shall be conclusive.

14. It is hereby expressly agreed and confirmed by the Purchaser/s that the right of the Promoters to construct additional structure/s on the said property or any portion thereof or put up further additional floors on the said building now under construction or to amalgamate the said property with any other property and to carry out development thereon is an integral part of this Agreement for sale of the said premises to the Purchaser/s and the Purchaser/s will not in any manner object to the Promoters constructing such additional structures or carrying out any additional construction work on the said Buildings now under construction. The Purchaser/s also agree/s and undertakes to give full co-operation and all the facilities to the Promoters to carry out additional construction work on the building now under construction and/or construction of additional structures on the said property.



15. It is expressly agreed by and between the parties hereto that the Promoters if they so desire are entitled to amalgamate the said property with any other adjoining plot/s and construct the building or buildings thereon as permissible by the BMC and other concerned authorities even after the Society of the said Purchasers of tenements in the said building is formed and registered until the conveyance of the said property is granted to the said Society. The Society or any of its members shall not raise any objection and agree to grant their consents for the same as and when it may be required by the Promoters. The said Society shall enroll the premises purchasers of the buildings that may be constructed on the adjoining plots. The Promoters shall be entitled to consume FSI and other benefits of the said plot and/or adjoining plot by constructing separate buildings of any or all the plots of separate wings of the building by intermingling the FSI and/or TDR or otherwise.

16. It is hereby expressly agreed and provided that as long as it does not in any way affect or prejudice the rights hereunder granted in favour of the

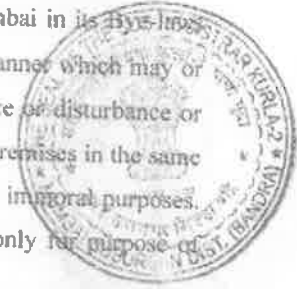
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Purchaser/s in respect of the said Flat agreed to be purchased by the Purchaser/s, the Promoters shall be at liberty to sell, assign, mortgage, encumber or otherwise deal with or dispose off their right, title or interest in the said property or in the building to be constructed by the Promoters. The mortgage or other encumbrances created by the Promoters shall be cleared by the Promoters on its own prior to giving possession of the said property to the proposed Co-operative Society.

17. The Purchaser/s covenant/s with the Promoters that HE/SHE/THEY the Purchaser/s:

- i. Shall not carry on any work in or use the said premises or permit the same to be used for any purpose whatsoever other than as a premises and what is prescribed by the Municipal Corporation of Greater Mumbai in its Byes-Laws and Rules and Regulations nor for any purpose or in a manner which may or is likely to cause or be a source of nuisance or annoyance or disturbance or inconvenience to the Promoters or occupiers of the other premises in the same building or neighbouring properties not for any illegal or immoral purposes. The Purchaser shall use the stilt or open parking space only for purpose of keeping or parking the Purchasers own vehicle;
- ii. Shall not at any time demolish or cause to be demolished the said premises or any part thereof agreed to be taken by the Purchasers nor will the Purchasers at any time make or cause any additions or alterations of whatsoever nature in or to the said premises or any part thereof;
- iii. Shall not enter or remain in the said property /Said Larger Property or any portion thereof without the prior written permission of the Promoters and at their own risks. The Promoters shall not be responsible or liable for any damage, injuries, mishap, fatal or otherwise in respect thereof;
- iv. Shall pay the respective arrears of price payable by them, as soon as building is notified by the Promoters as complete within seven days of such notice served individually or put up at some prominent place in the building.
- v. After the possession of the said flat is handed over to the Purchasers and if any additions or alterations in or about or relating thereto are thereafter required to be carried out by the Municipality or competent authority, the Purchaser agrees that such additions or alterations shall be carried out by the



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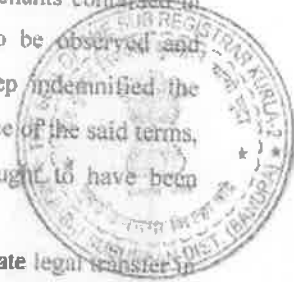
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- Purchaser and the Purchasers of the other flats/premises in the said building at their own risk and costs and the Promoters shall not be or be held to be in any manner liable or responsible for the same.
- vi. Shall always keep the said flat/premises purchased by the Purchaser properly insured against loss or damage by the fire and/or any other risk and the Purchaser shall not do or permit to do or permit to be done any act deed matter or thing which may render void or voidable the insurance effected on the property or render higher or increased premium to be payable in respect thereof. If any such higher premium becomes payable then the Purchaser shall bear and pay the same. All the moneys as and when received by virtue of any such insurance shall be spent in re-building and/or repairing the premises. Whenever during the said term the said building or any part thereof shall be destroyed or damaged for any reason whatsoever the Purchaser/s shall pay his/her their share for reinstating and repairing the same. The Purchaser/s shall also pay his/her their proportionate share for keeping the said building in good and substantial repair and condition to the satisfaction of the Promoters;
- vii. Shall not obstruct, keep or store or permit to be obstructed kept or stored any goods, articles, things and other merchandise or to park or permit to be parked at any time any vehicles, wagons, cars, lorries, trolleys, etc. in the compound of the said plot;
- viii. Shall not store in the said premises any goods of hazardous or combustible nature or which are too heavy to effect the construction or the structure of the said building;
- ix. Shall not close balconies or open space or any other space or make any alteration in the elevation and shall not put in any window ventilator or on the exterior of the said premises except at the entrance of the said premises a sign board or plate outside the same signifying his ownership of the same;
- x. Shall not throw dirt, rubbish, rags, waste or refuse or permit the same to be thrown in the passages, landing, staircases, corridors, sinks, baths or lavatories on the said building and the open spaces around the said building and in the like manner shall not store any article or merchandise in the said passages, landings, staircases and corridors in the said building and the open spaces around the said buildings;

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- xi. Shall not decorate or paint the exterior of the said premises otherwise than in a manner agreed to by a majority of the tenement acquirers, occupiers or users of the premises comprised in the said building and failing such Agreement in the manner as near as may be to which the same was previously decorated or painted;
- xii. Shall not put Box grills protruding outside the external walls, or cover the flower bed.
- xiii. Shall not put window air conditioners,
- xiv. Shall not put up the outer units of the split air conditioners on the outer face of the external walls and place the same only in the ducts specifically provided to keep the same.
- xv. Shall observe and perform the terms, conditions and covenants contained in this Agreement so far as the same are not required to be observed and performed by the Promoters and to indemnify and keep indemnified the Promoters against the non-observance and non-performance of the said terms, conditions and covenants except so far as the same ought to have been observed and performed by the Promoters;
- xvi. That the Promoters shall not be liable to execute any separate legal transfer in respect of the said flat/premises in favour of the Purchasers;
- xvii. That so long as each flat/premises in the building shall not be separately assessed for municipal charges and water tax, the Purchaser/s shall pay a proportionate to the carpet area of the premises of the water tax and Municipal taxes and maintenance charges assessed on the whole building PROVIDED HOWEVER that if any special taxes and/or rates are demanded by Mumbai Municipal Corporation or any other authority by reason of any permitted use of the said premises and road, the Purchaser/s and other Purchasers shall observe and perform all rules and regulations of Municipal Corporation of Greater Mumbai and other statutory bodies and shall indemnify and keep indemnified the Promoters against any loss or damages; Shall maintain at his own costs the said flat/premises agreed to be acquired by him/her/them in the same good condition state and order in which it is delivered to him/her/them and shall abide by all the bye-laws, rules and regulations of the Government, Municipal Corporation of Greater Mumbai and B.E.S. & T. Undertaking or any other Competent Authority and shall



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- attend, answer and be responsible for call notices, violations of any of the condition for the observance and performance of the said rules and bye-laws;
- xviii. Shall keep the said flat/premises and walls and partition walls, sewers, drains, lift, pump and appurtenances thereto in good tenatable repairs and conditions and in particular so as to support shelter and protect the various parts of the building;
- xix. Shall pay to the Mumbai Municipal Corporation the necessary charges for connecting the drainage and sewerage from the said building/s and/or septic tank to the public drain and sewerage when laid or called upon by the Municipal Corporation of Greater Mumbai.

18. On possession being taken by the Purchaser/s of the said premises the Purchaser/s shall not be entitled to make and shall not make any claim, objection, contention, or proceedings against the Promoters regarding the said building or the said flat/premises or any part thereof or any item thereof or in respect of anything connected with the same including quality of construction materials and additions or alterations, etc. or which may be alleged not to have been carried out or completed or of defective workmanship and all such claims, contentions and objections, if any, shall be treated and deemed to have been extinguished and/or waived as the Purchaser/s have been extinguished and/or waived as the Purchaser/s has/have inspected the ready flat/premises and the whole property;

19. The Purchaser/s is/are informed by the Promoters that the arrangement for water supply has been made as per prevailing rules and regulations of BMC at the time of sanction of water connection and subject to the undertakings which may be required to be given by the Promoters and/or on behalf of the Promoters to BMC and subject to any terms and conditions, which may be stipulated by BMC. In spite of this, if any shortage of water supply occurs, the Promoters shall not be liable for the same and shall not be liable to supply any additional pumps or tanks or any other thing or make any additional or other arrangements in that behalf. Any deposit or deposits required to be paid by the Promoters to BMC in that behalf or to be paid by the Promoters, out of the deposits to be paid by the Purchaser/s to the Promoters hereunder and if the Promoters shall pay the said deposits or any of them or any part thereof out of

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their pocket, they shall be entitled to reimburse themselves for such payments out of the said deposits as and when collected and without prejudice to other rights and remedies of the Promoters.

20. The Purchaser/s shall have no claim or right to any part of the said property or the Said Larger property and also to any part or parts of the said building other than the said flat/premises agreed to be taken by him/her/them. All lobbies, staircases, remain the property of the Promoters until the whole property is assigned and transferred to the Co-operative Society as the case may be as herein mentioned but subject always to the rights, reservations, covenants and easements in favour of the Promoters as herein provided.

21. The Promoters have as an additional facility to the flat purchasers proposed to construct a Club House and Swimming Pool. The Purchasers are aware that such facilities if provided by the Purchasers shall be their exclusive property and the Purchasers shall only be entitled to use the same a mere Licensee on the terms and conditions as may be adopted by the Promoters. The Purchasers is / are also aware that the facilities to be so provided shall not be exclusive for the flat purchasers of "RAJ GRANDEUR" alone and the Promoters are entitled to allow any other flat Purchasers of the Promoters in other projects within 5 Km. radius. Presently the Promoters have proposed to construct the Club House and the swimming pool at the place which is shown the Layout Plan annexed here to being Annexure "F". However the Promoters are entitled to relocate the same as per their requirement. It is expressly made clear that the work of club house and the other facilities shall be complete only along with the second building constituting the 'C' wing and the flat purchasers of 'C' wing shall also be entitled to use the said facilities. In any case the club house and the other facilities are handed over prior to the completion of the 'C' wing, the Purchasers herein agrees that they shall not object the same to be used by the Purchasers of flats in the said second building C-wing.

22. The Promoters shall be entitled to give terrace adjoining to any of the flat/premises to the Purchasers thereof for his/her/their exclusive use as

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"Terrace Flat" and the Purchasers of the other flat/premises shall not be entitled to raise any objection to the same.

23. Irrespective of dispute, if any, arising and/or pending at any time between the Promoters and the Purchaser and/or Co-operative Society or any other body all amounts, contributions and deposits including amount mentioned hereunder, payable by the Purchaser to the Builder under this Agreement shall always be paid punctually by the Purchaser to the Promoters and shall not be withheld by the Purchaser for any reason whatsoever.
24. The Promoters shall in respect of any amount due and payable by the Purchaser under the terms and conditions of the Agreement have first and paramount lien and charge on the said flat/premises agreed to be acquired by the Purchaser without prejudice to the Promoters other rights under this Agreement and/or law. The Purchaser shall be liable to pay to the Promoters interest at the rate of 18% per annum on all the amount due and payable by the Purchaser to the Builder under the terms and conditions of this Agreement, if such amount or amounts remain unpaid for seven days or more after becoming due.
25. The Purchaser hereby agrees that in event of any amount payable by way of premium to the Municipality or to the State Government or betterment or development charges or assessment tax, levies, assessments, impositions, revenue or other tax or payment of a similar nature becoming payable by the Promoters and the stamp duty and registration charges, if any, on the documents to be executed under or in pursuance of this Agreement becoming payable by the Promoters and the Stamp Duty and Registration Charges, if any, on the documents to be executed under or in pursuance of this Agreement becoming payable by the Promoters the same shall be borne and paid by the Purchaser in proportion to the Area of the said flat/premises agreed to be purchased by the Purchaser and in determining such amount the decision of the Promoters shall be final, conclusive and binding upon the Purchaser.
26. The Purchaser shall permit the Promoters and their Surveyors and agents with or without workmen and all others at all reasonable time with a prior notice in

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writing to enter into and upon the said flat/premises or any part thereof to view and examine the state and condition thereof and/or for the purpose of repairing any part of the building and/or the said flat/premises and/or for the purpose of making repairing, maintaining, rebuilding, clearing, lighting and keeping in order and good condition all service, lift, pumps, drains, pipes, cables, water cover, gutters, wires, part structures or other conveniences belonging to or used for the said building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires, etc. and for similar purposes and also for the purpose of cutting of the supply of water to the said flat/premises or any other flat/premises in case the Purchaser or other Purchaser or Purchasers shall have made any default in paying his/her/their share of water charges/tax and any other expenses of similar nature incurred thereto.

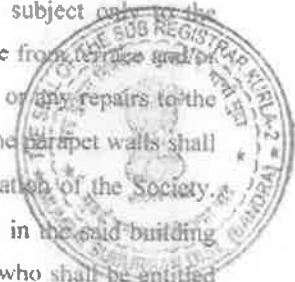
27. The Purchaser/s shall pay all the amounts and monthly outgoings for the costs and expenses on the items that are more particularly described in the Eighth Schedule.
28. The Purchaser agrees to sign and deliver to the Promoters before taking possession of the said flat/premises all writings, and Papers as may be reasonably necessary and required by the Promoters including possession letter, electric meter transfer forms and other papers necessary or expedient for formation and registration of the Society.
29. The Purchaser agrees and undertakes on demand to do, execute and deliver and cause to be done, executed and delivered all acts, deeds, things, matters, documents, letter, writings and papers as may be reasonably required by the Builder for further better or more perfectly affecting or carrying out the provisions hereof or for protecting or preserving the rights and interest of the Promoters for securing the due fulfillment of the provisions hereof on the part of the Purchaser.
30. The Promoter alone shall have a right to make additions and alterations to the said building or any part or part thereof including the said flat/premises and also to raise or put up additional storey or storeys or structures on the open land or open part or parts of the said building including terraces at any time



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either before after transfer of the property and such right shall include the right to use the floor space index or the additional floor space which may be available in respect of the said plot or other land at any time in future or by use of TDR and as may be permitted by BMC and such additional Floor Space Index, additions, and alterations and additional structures or storeys shall always be and shall always deemed to be the sole property of the Promoters who shall be entitled to deal with or dispose of the same in any way they choose without any objection or hindrance from the Purchaser and the Purchaser hereby consent to the same. The Purchaser hereby agrees that he will agree to the Purchasers of such additional storey or structure being made members of the Co-operative Society. The Purchaser shall not be allowed the use of the terrace and parapet walls of the terrace and the Promoters shall have the exclusive use of the said terrace and parapet walls till the said flat/premises is transferred to the Society subject only to the access thereto of the said Society to attend to any leakage from terrace and/or to the water tanks, lift machine room on the said terrace or any repairs to the same. The terrace on the top of the building including the parapet walls shall always be the property of the Promoters until the formation of the Society. The Agreement with the Purchasers of the flat/premises in the said building shall be subject to the aforesaid rights of the Promoters who shall be entitled to use the said terrace including the parapet wall or any external wall for any purpose including the display of advertisement and signboard and the Purchaser shall not be entitled to raise any objection or to seek any abatement in the price of the flat/premises agreed to be acquired by the Purchaser and/or to any compensation of damages on the ground of inconvenience or any other ground whatsoever including obstruction of air and/or light. The Purchaser hereby agrees that all necessary facilities, assistance and co-operation will be rendered by the Purchaser to the Promoters to enable the Promoters to make any additions and alterations and/or to raise additional storey or storeys or structures in accordance with the plans sanctioned or which may be hereafter sanctioned by BMC and the Purchaser hereby further agrees that after the proposed Co-operative Society is registered, the Purchaser as members of such Society shall accord his/her consent to such Society for giving to the Promoters and give full facility, assistance and co-operation to enable the



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Promoters to make the said additions and/or alterations and/or additional storey or storeys or structures as aforesaid and to make the said additional storey or storeys or structures which may be constructed by the Promoters and also for the aforesaid purpose to shift the present water tanks and lift machine room on the upper floors when so constructed and Purchaser hereby consent to the same being done by the Promoters PROVIDED that as long as the Promoters do not in any way affect or prejudice the right hereby granted in favour of the Purchaser the Promoters shall always be entitled to sell, assign and otherwise deal with or dispose of their rights, title and interest in the said land hereditaments and flat/premises and the building under construction and/or hereafter to be erected thereon.

31. If after the possession of the said flat/premises offered to the Purchaser/s any additions or alterations, in or about or relating to the said building or any part thereof are at any time required to be made by the Government, Municipality or any Statutory, Public or Local Authority, the same shall be the responsibility of the Purchaser/s and all other Purchasers of the said flat/premises in the building shall be carried out by the purchasers in the said building at their costs and expenses and the Purchasers and other such Purchaser/s shall bear and pay the said in the proportion of the area of their respective flat/premises and shall be liable for and shall bear all consequences of delay or default in that behalf including any fine, penalty, action or proceedings and costs, damages and expenses or injury which may be occasioned in that behalf and the Purchaser/s shall bear and pay his/her/their share of contribution thereof immediately on demand. The Promoters shall not be in any manner liable or responsible to carry out the said additions or alterations or any of them or for the aforesaid consequences or to bear, pay or contribute anything in that behalf.

32. The Promoters shall after all the flats in the buildings i.e. "RAJ GRANDEUR" A, B and 'C' have been sold shall form one or more co-operative society or a body of Purchasers of all the flat/premises in the building "RAJ GRANDEUR". The Purchaser agrees and undertakes to be a members of such Co-operative Society/body and this Agreement shall be

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treated as an irrevocable application and consent to become such a member. The Purchaser shall pay entrance fee and share monies to the Promoter of the said Society for becoming members thereof. If the Purchaser of the tenements do not take steps for formation of such society then the Promoters may at their option take such steps and in that case the Purchaser shall within one week from being called upon to do so by the Promoters time being of the essence do execute and delivered by the Other Purchasers to the Promoters all acts, documents and papers for or in connection with the formation and registration of such Co-operative Society as the case may be bye-laws or constitution of rules thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Purchasers as may be required by the Authorities concerned or as may be desired by the Promoters to protect the right and interest of the Promoters and the purchasers agrees to be bound by the said additions and alterations and undertakes not to take any objection or action in the matter or to do anything whereby the rights and interest of the Vendors may be injured prejudiced and endangered in any manner or likely so to be. It is clearly understood and agreed that the responsibility for formation and registration of the said Society shall be of the Purchasers and other Purchaser/s and not of the Promoters, notwithstanding anything done by the Promoters in that behalf.

33. The Purchasers shall regularly pay every month on account of the outgoings and expenses inclusive of those mentioned in the Fifth Schedule hereto. The aforesaid payments are not final and exact and same shall be adjusted towards the final and exact amount to be decided by the Society to be formed by the Purchasers of tenements in the said flat/premises.
34. The Purchasers hereby agree to contribute and/or pay his proportionate share towards the costs, expenses and outgoings in respect of the matters specified in the Eighth Schedule hereunder written as and when the same is demanded by the Promoters, till the formation of the society when the land and building are transferred to it.

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35. The Purchasers shall before taking possession of the said flat/premises over and above purchase price pay the following amounts to the Promoters,:

- (I) Two years maintenance charges and other outgoing charges Rs.7,34,400/- (Approximately and tentative and may increase with the increase in Municipal taxes and other charges.)
- (II) Rs. 75,000/- Towards the corpus fund to be generated for the maintenance and upkeep of the clubhouse and swimming pool facilities.
- (III) Any levy or tax payable as provided herein.

36. The Promoters shall maintain a separate account in respect of payments made/expenses incurred as mentioned in clause 33 after deduction of expense/outgoing there from, transfer the balance to the Condominium Co-operative Society or body as and when formed as provided herein.

37. Notwithstanding payment towards maintenance charges and other outgoing as provided in item (I) of the preceding clause hereto, the Purchaser shall however, continue to be liable monthly outgoing as provided in Eighth Schedule hereto. The Promoters shall at their option be entitled to make payment of Municipal Taxes and other outgoing on behalf of the Purchasers out of the said deposit and the balance of the said deposit and other deposit shall be transferred to the proposed society to the credit of the Purchasers at the time of the transfer of the said property.

38. Over and above payment of professional charges for forming the proposed Co-operative Society for preparing Conveyance and other documents in favour of such proposed Co-operative Society or for submitting the same to the provisions of the Maharashtra Apartment Ownership Act, 1970, as provided herein, the Purchasers shall pay on demand stamp duty and registration charges, if any, payable on the documents to be executed in favour of such Society or for execution of Apartment Deeds in favour of the Purchaser and/or any additional professional charges payable for the same.

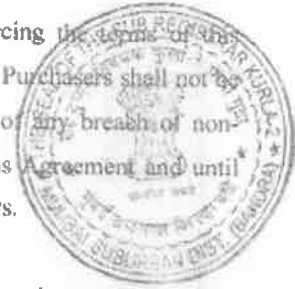
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The Promoters shall not be liable to bear any cost or expenses. All such documents shall be prepared by the Promoters Advocates.

39. The Purchasers shall not let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of or part with possession of his flat/premises or part thereof not assign, let or part with his/her/their interest under or the benefit of this Agreement or any part thereof till all his/her/their dues of whatsoever nature owing to the Promoters are paid and only if the Purchaser has/have not been guilty of breach or non-compliance with any of the terms and conditions of this Agreement and until they obtain previous consent in writing of the Promoters.

40. Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchasers shall not be construed as a waiver on the part of the Promoters of any breach of non-compliance of any of the terms and conditions of this Agreement and until they obtain previous consent in writing of the Promoters.



41. If the Purchasers neglects, omits or fails for any reason whatsoever to pay to Vendors any of the amount due and payable by the Purchasers under the terms and conditions of this Agreement within the time herein specified or if the Purchasers shall in any other way fail to perform or observe any of the covenants and stipulations on its part herein contained or referred to the Promoters shall be entitled to re-enter upon and resume possession of the said premises and of everything whatsoever therein and this Agreement shall cease and stand terminated and the earnest money and all other amount already paid by the Purchasers shall have no claim for refund or payment of the said earnest money and/or the other amount already paid by the Purchasers or any party thereof and the Purchasers hereby agree to forfeit all his/her/their right, title and interest in the said flat/premises and all amounts already paid and in such event the Purchasers and/or his/her/their nominee or nominees shall also be liable to immediate ejections as trespassers and the right given by this clause to the Promoters as trespassers shall be without prejudice to any other right, remedies and claims whatsoever at law or under this Agreement of the

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Promoters against the Purchasers PROVIDED THAT if the Agreement is terminated by the Promoters shall also be entitled to sell and dispose off the said flat/premises to any third party at the risk of the Purchasers and to appropriate and forfeit the Purchase price and/or the amount paid by the Purchasers to the Promoters.

42. The said Building shall always be known as "RAJ GRANDEUR" and the name of the Condominium / Co-operative Society or Limited Company / Association to be formed shall always bear the same i.e. "RAJ GRANDEUR", and this shall not be changed without the written permission of the Promoters.
43. After the construction of the said buildings is completed and all the tenements in the said building are sold and disposed off and after the Promoters have received in full the dues payable to them under the terms of this Agreement and the Agreement with various Purchaser/s the Promoters shall execute Conveyance of the said property which shall be the result of the said property less the area of any set back or reservations surrendered by the Promoters, together with the said building in favour of the Association of Purchasers either Society or any other body.
44. All letters, receipts, and/or notices issued by the Promoters and dispatched under certificate of posting to the address of the Purchaser/s be sufficient proof of receipt of the same by the Purchaser/s and shall fully and effectually discharge the Promoters.
45. The Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flat Act, 1963 and the Maharashtra Ownership Flat Rules, 1964, or the Maharashtra Apartment Ownership Act, 1970, or the Companies Act, 1956 as the case may be or any amendments or re-enactment thereof for the time being in force or any other provisions of law applicable thereto. The Purchaser/s shall himself/herself/ themselves take the steps at his/her/their own cost for getting this Agreement registered with the Sub-Registrar of Assurances, Mumbai and the Promoters shall attend to office of



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the Sub-Registrar of Assurances, Mumbai for admitting execution upon receipt of the information in writing from the Purchaser/s. The Purchaser/s will bear and pay the costs of registration charges, stamp duty etc. The Purchaser/s shall lodge this Agreement for registration. The Promoters shall not be bound to hand over possession of the said flat/premises to the Purchaser/s until the total consideration is paid.

46. The Deposits and moneys paid by the Purchaser/s to the Promoters as provided hereinafter deducting the costs, charges and expenses shall be transferred by the Promoters only to the Co-operative Society or any other body as the case may be as hereinabove mentioned and such deposits shall bear no interest from the day they are paid till the day they are transferred as hereinabove mentioned.

47. It is hereby agreed that the Promoters will be entitled to sell the flat/premises in the said building for the purpose of using the same as Banks, Dispensaries, Nursing Homes and/or Maternity Home, Coaching Classes, and for other business purpose and the Purchaser/s shall not object to the user of the said flat/premises for the aforesaid purpose by the Purchaser/s thereof.



48. The Purchaser/s agree/s and undertake/s to pay to the Promoters all outgoing, maintenance charges and taxes allocable to the said flat/premises proportionately and on that account shall pay to the Promoters every month provisional sum of Rs. 30,600/- for 24 months equivalent to Rs. 7,34,400/- for the premises on account of and towards the aforesaid outgoing along with maintenance charges and taxes of the building from the date of receipt of the notice to take possession being offered to the Purchaser/s until the property is transferred to a Co-operative Society Limited. The Promoters shall be entitled to claim enhanced amount towards monthly payment of outgoing, maintenance charges and taxes, if the total outgoing payable exceed the amounts payable by the Purchaser/s as provided herein.

49. In the event of any portion of the said property being required by the Reliance Energy Limited for putting up an electric sub-station, the Promoters shall be

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entitled to give such portion to the said Reliance Energy Limited or any other body for such purpose on terms and conditions as the Promoters may think fit.

50. In the event of any portion of the land being notified for set back prior to the transfer of the property to the Condominium/Co-operative Housing Society or any other body the Promoters alone shall be entitled to receive the amount of compensation or FSI for setback land.
51. The Promoters shall hand over possession of the said property to the condominium/Co-operative Society or any other body viz. company etc. to be formed by all the Purchaser/s, upon all the tenements having been sold and the Promoters having received full purchase price from all the Tenants, Purchasers.
51. It is expressly agreed by the Purchaser that any amount payable on account of service tax, VAT or such other applicable taxes shall be borne and paid by the Purchaser alone over and above the consideration and the other sums payable under this Agreement. Any increase in BMC Tax namely taxes imposed by the Assessment and Collection Department of BMC etc. shall be borne and paid by the Purchaser alone.
52. The Promoters are members of Maharashtra Chamber of Housing Industry (MCHI). MCHI has filed Writ Petition No. 1456 of 2010 in the High Court of Judicature at Bombay challenging the introduction of Service Tax applicable to the transaction of sale of premises under the Finance Act, 2010. The Hon'ble High Court of Bombay in the said Writ Petition No. 1456 of 2010 has passed interim Orders dated 23rd July, 2010 and 3rd August, 2010. By the Order dated 3rd August, 2010 in the said Writ Petition No. 1456 of 2010, the Hon'ble Bombay High Court has ordered that ad interim protection granted on 23rd July, 2010 shall enure to the benefit of only those members of MCHI whose names have been set out in Exhibit-"A" to the Petition and the members should file an undertaking that they shall pay the Service Tax dues in the event that the Petition is dismissed. The Promoters have filed the necessary Undertaking under the said Order dated 3rd August, 2010 in Writ Petition No. 1456 of 2010 in the High Court at Bombay. The Promoters in

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view of the said challenge to the Service Tax provisions and the said Orders of the High Court of Bombay are not recovering from the Purchaser/s the Service Tax (which the Purchaser/s is/ are liable to pay) and are not depositing the same with the Service Tax Authorities. In Notice of Motion No. 100 of 2011 in Writ Petition No. 1456 of 2010, the Hon'ble High Court has permitted to deposit the amount of Service Tax in the Court, in terms of prayer clause '(a-iii)' & (b) in the said Notice of Motion. The Purchasers shall therefore be required to deposit the amounts on account of Service Tax in the Court, and the same shall be dealt with as per the Orders of the Court, as may be passed therein.

53. The applicability of Sales Tax on sale of flats by builders under the Maharashtra Ownership Flats (Regulation of the promotion of the construction, sale, management & transfer) Act, 1963 (MOFA) as sought to be levied under the Maharashtra Value Added Tax Act, 2002 as amended is under challenge in Tax Writ Petition No. 2022 of 2007 in the High Court of Judicature at Bombay, filed by the MCHI. Vide interim order dated 7th December 2007, the Bombay High Court has ordered that so long as the members of the Petitioners (MCHI) furnish to the Authorities the information as stated in the said Order, such members will not be compelled to be registered as "dealers" or liable to pay tax under the Maharashtra Value Added Tax Act, 2002 nor such members shall be subjected to be assessed to tax in respect of "sale of flats" under MOFA in the building/s constructed / under construction by the members of MCHI as "unregistered dealers" or as "registered dealers."

54. It is agreed between the Promoters and Purchasers that the Purchasers have agreed that before taking possession of the flats they shall secure the Promoters against potential liability of sales tax under the Maharashtra Valued Added Tax Act, 2002. It is agreed by the Purchasers that the Purchasers shall execute such further writings as may be called upon by the Promoters for protecting them against any liabilities that may arise on account of sales tax, interest and penalty (if any) payable by the Purchasers upon outcome of the said Writ Petition being Tax Writ Petition No. 2022 of 2007.

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55. The Purchaser/s do hereby further agree/s and confirm/s that the Promoters as members of MCHI have filed through MCHI the said Tax Writ Petition No. 2022 of 2007 and Writ Petition No. 1456 of 2010 for the benefit of the purchasers of premises from the Promoters and thus, the said Writ Petition's are for the benefit of the Purchaser/s and the Purchaser/s agree/s to indemnify and keep harmless the Promoters and their estates and effects against all claims, demands and dispute in respect of any liability of Sales Tax and Service Tax, interest or penalty payable to the Sales Tax and Service Tax Authorities and all other costs, charges, expenses and losses suffered or incurred by the Promoters and to reimburse to the Promoters all such Sales Tax, Service Tax, interest, penalty and all costs, charges, expenses and losses forthwith on demand without any delay, default or demure.
56. Notwithstanding the above, the Promoters shall be entitled to withdraw from the said Tax Writ Petition No. 2022 of 2007 and Writ Petition No. 1456 of 2010 in the High Court of Judicature at Bombay or if the interim protection granted by the High Court of Bombay is withdrawn or modified by the High Court of Bombay or if the Promoters decide at their absolute discretion to make payment of the Sales Tax and the Service Tax, then in any of the aforesaid events, the Purchasers shall be required to pay to the Promoters the amount/s on account of Sales Tax and Service Tax payable under this Agreement to the Promoters together with interest and penalty (if any) forthwith without any delay or default.
57. It is specifically agreed that Stamp Duty and Registration charges in respect of this Agreement shall be borne and paid by the Purchaser alone.
58. The Building proposed to be constructed on the said property is expected to be completed and possession of the said flat/premises is expected to be delivered by December 2012 subject however to the availability of Cement, Steel and other building materials, electrical and/or other power connection, elevator, drainage and water connection and subject to any Civil Commotion or any Act of God or any other natural calamities or Act of State or Force Majeure or any act of enemy, war or law or ordinance restraining sale of development of land or building material or labour strike or any litigation or



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any objection of Municipal or other authorities or any other reason or circumstances whatsoever beyond the control of the Promoters and in such event the time for completion of the building and delivery of possession of the said flat/premises shall stand and be automatically extended for such further time as the Promoters may determine. Under any circumstances the Purchaser/s shall not be entitled to any damage whatsoever on account of delay or default in giving possession of the said flat/premises.

59. The Purchaser/s shall take possession of the said flat/premises within seven day of the Promoters giving written notice, intimating to the Purchaser/s that the said flat/premises is ready for occupation by making all the payments payable at the time of possession as provided herein.

60. The Promoters shall in respect of any amount due and payable by the Purchaser/s under the terms and conditions of the Agreement have first and paramount lien and charge on the said flat/premises agreed to be acquired by the Purchaser/s without prejudice to the Promoters other rights under this Agreement and/or laws. The Purchaser/s shall be liable to pay to the Promoters interest at the rate of 18% per annum on all amounts due and payable by him/her/them to the Promoters under the terms and conditions of this Agreement, if such amount or amounts remain unpaid for seven days or more after becoming due.

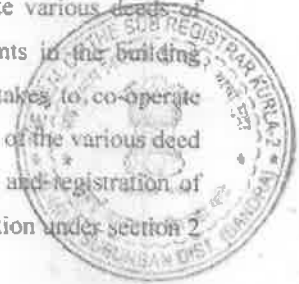
61. If the Purchaser/s neglect(s), omit(s) or fail(s) for any reason whatsoever to pay to the Promoters any of the amount due and payable by the Purchaser/s under the terms and conditions of this Agreement (whether before or after delivery of possession) within the time herein specified or if the Purchaser/s shall in any other way fail to perform or observe any of the covenants and stipulations on its part herein contained or referred to the Promoters shall be entitled to re-enter upon and resume possession of the said flat/premises and of every thing whatsoever therein and this Agreement shall cease and stand terminated and the earnest money and all other amount already paid by the Purchaser/s shall have no claim for refund or payment of the said earnest money and/or the other amount already paid by the Purchaser/s or any part thereof and the Purchaser/s hereby agree to forfeit all his/her/their right, title

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and interest in the said Flat/Parking Space and all amounts already paid and in such event the Purchaser/s and/or his/her/their nominee or nominees shall also be liable to immediate ejections as trespassers and the right given by this clause to the Promoters shall be without prejudice to any other right, remedies and claims whatsoever at law or under this Agreement of the Promoters against the Purchaser/s PROVIDED THAT if the Agreement is terminated by the Promoters in pursuance of this clause the Promoters shall also be entitled to sell and dispose off the said flat/premises to any third party at the risk of the Purchaser/s and to appropriate and forfeit the purchase price and/or the amount paid by the Purchaser/s to the Promoters.

62. The Promoter shall in the event if they submit the building "RAJ GRANDEUR" and the said Property to the provisions of the Maharashtra Apartment Ownership Act, 1970, shall make and execute various deeds of apartments with the various purchasers of flats/apartments in the building "RAJ GRANDEUR". The Purchaser agrees and undertakes to co-operate with the Promoter herein for the execution and registration of the various deed of apartments. The Promoter shall prior to the execution and registration of various deeds of apartments execute and register a declaration under section 2 of Maharashtra Ownership Apartments Act.



63. Notwithstanding anything contained in any of the provisions of this Agreement and the generality of the foregoing, the parties hereto (i.e the Promoters and the Purchasers) agree, confirm, declare and record that, in case of any conflict between the provisions of this Clause and any other clause (including any other notwithstanding and/or overriding clause mentioned above, if any) of this Agreement, the provisions of this Clause shall prevail over all the other clauses of this Agreement, to the extent of such conflict;

(i) Simultaneously with the execution of these presents the Purchasers have paid to the Promoters a sum of Rs. 25,04,320/- (Rupees Twenty Five Lakhs Four Thousand Three Hundred Twenty Only) being part payment of the sale price of the said Flat being Flat No. 801 on the 8th Floor in "A" Wing in the Building Known as "RAJ GRANDEUR" admeasuring about 1835 Sq. Ft., having Carpet area, in the Project known as "RAJ GRANDEUR"

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(hereinafter referred to as the "said Premises") agreed to be sold by the Promoters to the Purchasers as part consideration ("Earnest Money") (the payment and receipt whereof the Promoters do and each of them doth hereby admit and acknowledge and discharge the Purchasers forever) The Purchasers have agreed to pay Rs. 4,75,82,080/- (Rupees Four Crores Seventy Five Lakhs Eighty Two Thousand and Eighty only) being the balance part of the total consideration for the said Premises and other charges (excluding VAT, Service Tax, Statutory Deposits / Charges (Power, Water & Sewerage), Club Charges/Expenses, Legal Charges, Epabx & Maintenance Charges as per the table below) (the "Balance Sale Price") to the Promoters simultaneously with the delivery of possession of the said Premises by the Promoters to the Purchasers.

TABLE FOR COMPUTATION OF BALANCE SALE PRICE

Sr. No.	Particulars	Amount
1.	Consideration for Premises & Club membership fees	Rs. 4,92,77,000.00
2.	Maintenance Charges @Rs.10psf for 2 years	Rs. 7,35,400.00
3.	Corpus	Rs. 75,000.00
	Total Consideration	Rs. 5,00,86,400.00
	Earnest Money	Rs. 25,04,320.00
	Balance Sale Price	Rs. 4,75,82,080.00

Earnest Money (5% of the Sale Price) at the time of execution

Hereof Rs.25,04,320/-

Balance Sale price to be paid at the time of possession Rs.4,75,82,080/-

(ii) The Promoters agree, declare and confirm that the Promoters shall not be entitled to and shall not demand the Balance Sale Price or part thereof in any circumstances whatsoever from the Purchasers until the Promoters have completed the construction of the said Premises and put in place all the amenities as per seventh schedule hereto and obtained an Occupation Certificate ("OC") for the building in which the said Premises is situated and simultaneously handed over the vacant and peaceful possession of the said Premises to the Purchaser against the receipt of the balance consideration. The Promoters further agree, declare and confirm that the Purchasers shall not be liable to pay the Balance Sale Price or part thereof in any circumstances

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whatsoever until the Promoters have completed the construction of the said Premises absolutely as mentioned in the Agreement and handed over the vacant and peaceful possession of the said Premises to the Purchasers.

- (iii) Subject to (ii) above, the parties (i.e. the Purchasers and the Promoters) agree, declare and confirm that the Purchasers shall within 30 (Thirty) days of the Promoters sending a notice to the Purchasers calling upon the Purchasers to accept possession of the said Premises after completion of the various actions as mentioned in (ii) above, make payment of the Balance Sale Price simultaneously with the handing over of possession of the said Premises to the Purchasers by the Promoters.
- (iv) Subject to (ii) and (iii) above, without prejudice to his rights under this agreement and/or in law, the Purchasers shall be liable to pay to the Promoters interest at the rate of 18 % per annum on the Balance Sale Price, which may become due and payable by the Purchasers and remain unpaid for 30 (Thirty) days or more after the expiry of the period mentioned in the notice in (iii) above.
- (v) Subject to (ii) and (iii) above, on the Purchasers committing default in payment of the Balance Sale Price on the same becoming due and payable by the Purchasers to the Promoters, the Promoters shall be entitled at their own option to terminate this Agreement.

Provided always that the power of termination herein before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchasers 30 (Thirty) days prior notice in writing of its intention to terminate this Agreement and default shall have continued by the Purchasers in payment of the Balance Sale Price after the expiry of time specified by such notice.

Provided further upon termination of this Agreement as aforesaid, the Promoters shall refund to the Purchasers the Earnest Money paid by the Purchasers to the Promoters and thereafter the Promoters shall be at liberty to

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dispose of the said Premises to such person and at such price as the Promoters may in their absolute discretion think fit.

- (vi) The Purchasers hereby agrees, declares and confirms that the Purchasers shall only become liable to pay all other charges/deposits (including Statutory Deposits / Charges (Power, Water & Sewerage, Club Expenses, Legal Charges, Epabx & Maintenance Charges) etc by whatever name called herein from the date the possession is accepted by the Purchasers.
- (vii) The Purchasers hereby agrees, declares and confirms that the Purchasers shall only become liable to pay the outgoing (i.e. maintenance charges) from the date the possession is accepted by the Purchasers.
- (viii) The Purchasers hereby grants consents under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of the said MOFA to the Promoters to amend/vary the sanctioned plans, layout/sub-division/amalgamation plan so long as the total area of the Plot and the specifications, amenities, fixtures and fittings are not reduced and shape and location of the said Premises agreed to be sold under this Agreement is not changed.
- (ix) The Promoters hereby agree, declare and confirm that this Agreement cannot be terminated by the Promoters in any event whatsoever save and except on account of default by the Purchasers in payment of the Balance Sale Price of the said Premises as mentioned in (v) above.
- (x) Any dispute or difference arising out of or in connection with this Agreement, which cannot be amicably settled within 30 (Thirty) days, shall be referred at the request in writing of either Party to arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The language of arbitration shall be English and the venue of arbitration shall be New Delhi and the award shall be given at New Delhi.



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- (xi) Upon payment of the Balance Sale Price by the Purchasers to the Promoters, the Purchasers shall have the right to let, sell, sub-let, license, lease, transfer, assist or part with new Purchasers, interest or benefit factor of this agreement or part with possession of the said premises to any one whomsoever without obtaining any permission of the Promoters. Further in case of transfer, the Purchaser shall have the right to transfer the said Flat without any payment of any transfer charges or administrative charges or any charges by whatever name called. Provided, however that the Purchasers shall be entitled to mortgage the Said Premises in favour of any banks or financial institution, private bodies, trust etc. for the purpose of securing loan to acquire the Said Premises, after taking prior permission / no objection certificate of the Promoters. The Purchasers have agreed and affirmed that the Promoters shall have the first charges and/or lien over the Said Premises until the Sale Price is paid by the Purchasers to the Promoters.
- (xii) The Parties hereby agree that the Purchasers shall be required to pay the amount/s on account of Sales Tax on account of VAT and Service Tax payable under this Agreement as and when applicable in terms of the prevalent statute.
- (xiii) The Purchasers hereby give their express consent to the Promoters to mortgage the said Property or any part thereof and the buildings under construction or any of them in such manner that the Premises being sold to the Purchasers herein shall not form part of the Mortgage.
- (xiv) All notices to be sent by the Promoters to the Purchasers including notices regarding alleged breaches, amounts due and payable (save and except the Balance Sale Price), etc or any other notice as specified in this Agreement shall provide for 30 (Thirty) days time to the Purchasers to do the needful whether it is calling upon the Purchasers to pay the amounts due and payable (save and except the Balance Sale Price) or rectifying any alleged breach, etc or any other thing as specified in the notice. The Purchasers would not be liable to any penalty or late payment charges unless and until the Purchasers has failed to act upon and/or comply with the terms of the notice and such



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default shall have continued by the Purchasers for 30 (Thirty) days time after the expiry of time specified by such notice.

(xv) This Agreement shall always be subject to the provisions of the MOFA and the rules made thereunder.

(xvi) The Purchasers declare that it has agreed to purchase the said Premises as an investor (within the meaning ascribed to the said word under the Bombay Stamp Act, 1958) and hence the purchaser reserves his right to claim Stamp Duty set off/adjustments of the Stamp Duty paid by the Purchasers on these presents from the concerned authorities (Stamp Office) in terms of Article 5 (g-a) (ii) of schedule I to the Bombay Stamp Act, 1958 as amended till date in the event the Purchasers assigns the benefit of this Agreement and his interest in the said Premises to a subsequent Purchaser.

(xvii) If the Promoter fails or neglects to give vacant and peaceful possession of the Said Premises after completion of the various actions as mentioned in (ii) above on or before December 2012 to the Purchaser on account of any reasons whatsoever then Purchasers shall be entitled to terminate this agreement and the Promoters shall be liable within 15 (fifteen) days of the date of demand in writing by the Purchasers to refund to the Purchasers all the amounts already received by it in respect of the Said Premises (including the Earnest Money) with interest at 9 (Nine) per cent per annum compounded annually from the date the Promoters received the same till the date the amounts and interest thereon are repaid. Till the entire amount and interest thereon is refunded by the Promoters to the Purchasers the same shall be a charge on the said Premises and the building in which the Said Premises is situated or was to be situated.

PROVIDED HOWEVER that the Promoters shall be entitled to reasonable extension of 3 (Three) months for giving delivery of the Said Premises if the completion of building in which the Said Premises is to be situated is delayed on account of: -

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(i) Non availability of steel, cement, other building material, water or electric supply; and/or

(ii) War, civil commotion or act of God; and/or

(iii) Any notice, order, rule, notification of the Government and/or other public or local or competent authority; and/or

(iv) Any strike, lock-out, bandh or other like cause.

IN WITNESS WHEREOF THE PROMOTERS THROUGH THEIR AUTHORIZED REPRESENTATIVES AND THE PURCHASER HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE SIGNATURE ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN

THE FIRST SCHEDULE ABOVE REFERRED TO

(the Larger Property)

All those pieces and parcels of land admeasuring 24,343 Sq. Mts., situate, lying and being at Village Tirandaz, Taluka Kurla, within the Registration District and Sub-District of Mumbai Suburban bearing Survey Nos. 2(part), 3(part), 37(part), 39(part) and C.T.S.No.102.



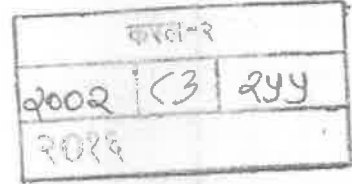
THE SECOND SCHEDULE ABOVE REFERRED TO:

(Portion D)

All those pieces and parcels of land or ground together with structures standing thereon lying, being and situated at Village Tirandaz in the Registration District and Sub-District of Mumbai City and Mumbai Suburban bearing Survey Nos. 2(part), 3(part), 37(Part) and 39(part) CTS No. 98C, 100A/1/3 part and 102/A part admeasuring about 16800.00 Sq. Mts. or thereabouts and bearing the following particulars:

Sr.No.	CTS No.	Area Sq. Mts.
1	98C	1449.942
2	100A/1/3 part	5891.597
3	102/A part	9468.46

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and bounded as follows:

- On or towards East : Gautam Nagar Slum on Duct Line
 On or towards West : Existing Road and Ashwarya Co-op.Hsg.Soc.
 On or towards North : Chaitanya Nagar;
 On or towards South : Slum, Existing Road, Hospital Plot Reservation.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Portion II)

All those piece and parcels of land containing by admeasurement 6365.00 Sq. Mts. or thereabouts bearing City Survey Nos.63A/8, 64E/6, 98C (part), 100A/1/13 part and 102/A part of Village Tirandaz in the Registration District and Sub-District of Mumbai City and Mumbai Suburban together with the buildings or structures standing thereon and shown on the plan thereof hereto annexed and surrounded by a green colour boundary line and situated at Village Tirandaz, Powai, Mumbai-400076, within the local limits of Brihanmumbai Municipal Corporation and which said property bears the following particulars:

<u>Sr.No.</u>	<u>CTS No.</u>	<u>Area Sq. Mts.</u>
1.	63A/8	3081.00
2.	64E/6	305.00
3.	98C (part)	200.00
4.	100A/1/3 (part)	2199.50
5.	102/A part	579.50

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THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:

(Said Property)

All those pieces and parcels of land or ground together with structures standing thereon lying, being and situated at Village Tirandaz bearing CTS No. 102 A/Ladmeasuring 20,205.4 Sq. Mts., within the Registration District and Sub-District of Mumbai City and Mumbai Suburban bearing the following particulars:

THE FIFTH SCHEDULE HEREINABOVE REFERRED TO:

(Said Flat)

Flat bearing No 801 on the 8th Floor of the "A" wing in the building "RAJ GRANDEUR" which is being constructed on the property more particularly described in the Fourth Schedule hereinabove.

THE SIXTH SCHEDULE HEREINABOVE REFERRED TO:

(Common Area and Facilities)

1. Common Passages.
2. Staircase and Lift well.
3. Top Terraces.
4. Septic Tanks.
5. Overhead and suction water storage tanks.
6. Electric Meter Room.
7. Pump Room.
8. Entrance Lobby on Ground Floor.

**LIMITED AREAS WHICH ARE NOT ALLOWED TO BE USED:**

1. Terraces attached to a particular flat.
2. Parking Space under Stilt.
3. Area of the property other than plinth area and appurtenant land to the Building.

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THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(List of specifications, fixtures, fittings and amenities)

1. Building shall be of R.C.C Structure.
2. Lift in each wing.
3. Marble flooring in hall.
4. Marble mosaic tiles in bedroom and kota stone in kitchen.
5. Concealed copper wiring with best quality fitting.
6. Concealed plumbing.
7. Geyser and wash basin in each bathroom.
8. Coloured tiles up to door level in bathroom and W.C.
9. Aluminium sliding window in hall and bedroom.
10. Common TV Antenna.
11. Beautiful Land Scaped Garden with playing amenities.

P.S.: Builder/Promoter reserves the right to amend or alter the above specifications for equivalent/alternate option if circumstances so require.

THE EIGHTH SCHEDULE HEREINABOVE REFERRED TO:

(EXPENSES AND CHARGES)

1. The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the terrace, gutters and rain water pipes, of the building, water pipes, lift and electric wire in, under or upon the building and enjoyed or used by the flat/premises holder/s in common with the other occupiers of flats and the main entrance, passages, landings, lifts and staircases of the Building as enjoyed by the flat holder/s used by him/her/them in common as aforesaid in boundary walls of the buildings, compound, terrace etc.
2. The cost of cleaning and lighting the passages, water pump, landings, staircases, lift common lifts and other part of the building used by the flat holder/s in common as aforesaid.
3. The cost of the salaries of clerks, bill collector, liftman, chowkidars, pumpman, sweeper etc. The cost of working and maintenance of common lights, water pump, lift and other service charges.
4. Deposits for building water meter, electric meter sewer line etc.




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5. Municipal and other taxes such as Water Charges Bills, Electricity charges, Levy and Revenue N.A. taxes etc.
6. Insurance of the Building.
7. Betterment Charges levied by the authorities.
8. Such other expenses as are necessary or incidental for the maintenance and the upkeep of building.

SIGNED SEALED AND DELIVERED by
 the withinnamed "The Promoters"
M/S. RAJESH ESTATES & NIRMAN PVT. LTD.
 Thro's its Auth. Representative duly
 Authorised by a resolution of the Company
 Passed in the meeting of the Board of
 Directors held on _____
 in the presence of

1. VIVEK TAUBE 
2. रंजित

SIGNED AND DELIVERED by
 the withinnamed "PURCHASER/S"
MS. BENNETT COLEMAN & CO. LTD.
 Thro's its Auth. Representative duly
 Authorised by a resolution of the Company
 Passed in the meeting of the Board of
 Directors held on _____
 in the presence of

1. RAJANI JAYAN 
2. Supriya Soni 







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RECEIVED on the day and year first)
 hereinabove written of and from the)
 withinnamed Purchaser the sum of)
 Rs.25,04,320/- (Rupees Twenty Five Lakhs Four)
 Thousand Three Hundred Twenty only)
 being the amount as mentioned with)
 in to be by him/her paid to us) Rs. 25,04,320/-

WE SAY RECEIVED
 For RAJESH ESTATES & NIRMAN LTD.

WITNESSES:

Tarun Verma

Pratik Patel
 DIRECTOR Authorised Signatory



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 P.D.

Annexure "A"

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APP-1494 2004-15,000 Forms.

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This I.O.O. is issued subject to compliance with the provisions of U.L. (C.A.R.) 1974.

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

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

CE/ 1050 /SPES/AS 7 JUN 2006
No.-E.B./CE/ BS/A of 200 - 200

MEMORANDUM

Municipal Office,

Mumbai200

Shri. Rajesh R. Patel of Mrs. Rajesh Estates and Nirman Ltd. C.A. to owner

With reference to your Notice, letter No. 2926 dated 24.5.2006 and delivered on 200 and the plans, Sections Specifications and Description and further particulars and details of your buildings at Prop. Building No. 1 on plot bearing CTS No. 53A/5, B/A, 200, 200/48, 100A/1 to 3 & 102A of Village Tirandaz at Powai. I have to inform you that I cannot approval of the building work proposed to be erected or executed; and I therefore hereby formally intimate to you, under Section 346 of Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

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

1. That the commencement certificate under Sec.45/69(1)(a) of the M.R. & T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of road widening line with foundation below the bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C. Regulation No.38(27).
3. That the low lying plot will not be filled up to reduced level of atleast 92 T.H.D. or 6" above adjoining road level whichever is higher with murrum, earth, boulders, etc and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.
4. That the specification for layout/D.P./or access roads/development of setback land will not be obtained from Executive Engineer (Road Construction) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from Executive Engineer (R.C.)/Executive Engineer (S.W.D.) E.S. before submitting building completion certificate.
5. That the Licensed Structural Engineer will not be appointed, supervision memo as per appendix XI Regulation 5(3)(X) will not be submitted by him.
6. That the structural design and calculations for the proposed work considering seismic forces as per I.S. Code Nos. 456-2000, 13920 - 1993, 4526 and 1893 - 2002 as per circular u.no.CE/PD/11945/1 dated 2.2.2006 for existing building showing adequacy thereof to take up additional load will not be submitted by him.

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

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before day 6 JUN. 2007, but not so as to contravance any of the provision of the said as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

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

Macchab
Executive Engineer, Building Proposal Zone, *ELS* Words.

SPECIAL INSTRUCTIONS

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

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

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

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

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

(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (1.50 m) of such building.

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

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

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

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

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

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

Your attention is drawn to the notes accompanying this Intimation of Disapproval.

JM *RIP*



Brihanmumbai Mahanagarपालिका

No.CE/1090/BPES/AS

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7. That the regular/sanctioned/ proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/E.E.(T&C)/E.E.(D.P.)/D.I.L.R.before applying for C.C.
8. That the registered undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward Officer and the ownership of the setback land will not be transferred in the name of M.C.G.M.
9. That the agreement with existing tenants along with the plans for demolition of their tenements for acceptance of alternate accommodation will not be submitted before C.C.
10. That the consent letter from existing tenants for proposed additions/alterations in their tenement will not be submitted before C.C.
11. That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents, etc.and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
12. That the existing structure proposed to be demolished will not be demolished or necessary phase programme with agreement will not be submitted and got approved before C.C.
13. That the requirements of N.O.C. of Chief Fire Officer / Reliance Energy Ltd. will not be obtained and the requisitions, if any, will not be complied with before occupation certificate/B.C.C.
14. That the qualified registered site supervisor through architect/structural engineer will not be appointed before applying for C.C.& his name and licence No.duly revalidated will not be submitted.
15. That the true copy of sanctioned layout sub-division /amalgamation approved under No.CE/1144/BPES/AS dtd 22/10/04 alongwith the terms and conditions will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
16. That the extra water and sewerage charges will not be paid to Asst.Engineer, Water Works, 'B' Ward before C.C.
17. That adequate care in planning, designing and carrying out construction will not be taken in the proposed building to provide for the consequences of settlement of floors and plinth filling etc.
18. That adequate care will not be taken to safeguard the trees existing on the plot while carrying out construction work & remarks from S.G. shall not be submitted.
19. That the notice under Sec.347 (1)(a) of the Mumbai Municipal Corporation Act will not be sent for intimating the date of commencement of the work
20. That this office will not be intimated in prescribed proforma for checking the opens spaces and building dimensions as soon as the work upto plinth is completed
21. That the clearance certificate from assessment Department regarding upto date payment of Municipal taxes etc.will not be submitted.
22. That the requirements of bye law 40 will not be complied with before starting the drainage work and in case Municipal sewer is not laid, the drainage work will not be carried on as per the requirement of Executive Engineer (Sewerage Project), Planning & completion certificate from him will not be submitted.
23. That the copy of intimation of Disapproval conditions & other layout or sub division conditions imposed by the Corporation in connection with the developmental site shall not be given to the would be purchaser and also displayed at site.



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Executive Engineer Building Projects
(Eastern Suburbs.)

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Brihanmumbai Mahanagar Palika

No.CE/ 1090 /BPES/AS -

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24. That the N.A. permission from the Collector of Bombay shall not be submitted.
25. That a Janata Insurance Policy or policy to cover the compensation claims arising out of Workmen's Compensation Act 1923 will not be taken out before starting the work and will not be renewed during the construction.
26. That the development charges as per M.R.T.P.(amendment) Act 1992 will not be paid.
27. That the carriage entrance shall not be provided before starting the work.
28. That the adequate & decent temporary sanitary accommodation will not be provided for construction workers on before starting the work.
29. That the documentary evidence regarding ownership, area and boundaries of holding is not produced by way of abstracts from the District Inspector of Land Records, extracts from City Survey Record and conveyance deed etc.
30. That separate P.R.Cards for each sub-divided plots, road etc.will not be submitted.
31. That the debris will not be removed before submitting the building completion certificate and requisite deposit will not be paid before starting the work towards faithful compliance thereof.
32. That the No Objection Certificate from Hydraulic Engineer for the proposed development will not be obtained and his requirements will not be complied with.
33. That the registered undertaking agreeing to form Co-op. Housing society will not be submitted before starting the work.
34. That the society will not be formed & got registered and true copy of the registration of society will not be submitted.
35. That the proposal for amended layout / sub-station shall not be submitted and get approved before starting the work and terms and conditions thereof will not be complied with.
36. That the proposal will contravene the section 201 (A)(A) of the Mumbai Municipal Corporation Act.
37. That the remarks from Asst.Engineer, Water Works regarding location, size capacity of the suction tank, overhead storage tank for proposed and existing work will not be submitted before starting the work and his requirements will not be complied with.
38. That the capacity of overhead tank will not be provided as per P form issued by department of Hydraulic Engineer and structural design to that effect admitted before requesting to grant commencement certificate.
39. That the phase programme for infrastructure development will not be submitted and got approved and will not be developed as per phase programme.
40. That the undertaking for paying additional premium due to increase in land rate as and when demanded shall not be submitted.
41. That the N.O.C. from Insecticide Officer shall not be obtained.
42. That the board mentioning the name of Architect/Owner shall not be displayed on site.
43. That the requirements as per circular no. CE/PD/12387 of 17.3.2005 shall not be complied with during the execution of work.
44. That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria etc. is made to the Insecticide Officer of the concerned ward office and provision shall not be made as and when required by Insecticide Officer for inspection of water tanks by providing safe and stable ladder, etc. and requirements as communicated by the Insecticide Officer shall not be complied with.
45. That the various D.P. reservations shall be handed over.

Signature
Executive Engineer Building Program
(Eastern Suburbs.)

Signature P.H.P.