

Friday, October 09, 2009

1:36:32 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 9771

गावाचे नाव घाटकोपर

दिनांक 09/10/2009

दस्तऐवजाचा अनुक्रमांक

वदर 3 - 09487 - 2009

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: जयेश कुमरजी गडा - -

नोंदणी फी

30000.00

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

963.00

रजवात (अ. 12) व छायाचित्रण (अ. 13) > एकत्रित फी (49)

एकूण रु.

30963.00

आपणास हा दस्त अंदाजे 1:51 PM ह्या वेळेस मिळेल

दुय्यम निबंधक  
कुर्ला 1 (कुर्ला)

बाजार मूल्य: 3343200 रु. मोबदला: 3449000 रु.

भरलेले मुद्रांक शुल्क: 155090 रु.

देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: दि कॉसमॉस फी ऑ बँक लि ;

डीडी/घनाकर्ष क्रमांक: 563461; रक्कम: 30000 रु.; दिनांक: 07/10/2009









1276

## बृहन्मुंबई महानगरपालिका

मालमत्ता कराच्या मागणीची नोटीस (कलम २०२ खाली)

मालमत्ता क्रमांक : 00192945

लेखा क्रमांक : N-0306620080000

विभाग : N

(5) THE SECY PANT NAGAR

RAJHANSA BHAVAN CO OP HSG SOC LTD BLDG  
NO 5 PANT NAGARGHATKOPAR (E)MUMBAI  
400075

देयक क्रमांक	200910BIL05059500	नोटीस शुल्क (रुपये)
कालखंड	01-04-09 to 30-09-09 (200910)	50
मालमत्ता करवर्ष	2009-2010	
देयक रक्कम	Rs. 73990.00	
देय दिनांक	01-08-2009	

दिनांक १.४.१९९६ पासून नोटीस शुल्क रक्कमेमध्ये खालीलप्रमाणे सुधारणा करण्यात आलेली आहे.  
देयकाची देणे रक्कम

रु.९९/- पर्यंत	रु.१०/-	रु.३००/- ते रु.३९९/-	रु.४०/-
रु.१००/- ते रु.१९९/-	रु.२०/-	रु.४००/- किंवा अधिक	रु.५०/-
रु.२००/- ते रु.२९९/-	रु.३०/-		

आपणांस नोटीस म्हणून याअन्वये असे कळविण्यात येते की; बृहन्मुंबई महानगरपालिका आयुक्त आपणाकडून रुपये ५०/- एवढ्या नोटीस शुल्कासह महापालिका कर आणि राज्यशिक्षण उपकरापोटी आपल्याकडून येणे असलेल्या (देयकात दाखविलेल्या) रक्कमेची मागणी करीत आहेत आणि ही रक्कम ही नोटीस बजावल्यापासून १५ दिवसांत न भरल्यास किंवा न भरण्यासाठी आयुक्ताचे समाधान होईल अशा प्रकारे योग्य कारण न दाखविल्यास कार्यवाहीच्या खर्चासकट ही रक्कम वसूल करण्यासाठी अटकावणी वा जप्तीचे अधिपत्र काढण्यात येईल.

सूचना : महाराष्ट्र अधिनियम क्र.२ सन २००१ अन्वये महानगरपालिका अधिनियम कलम २०७अ (१) मध्ये करण्यात आलेल्या सुधारणेनुसार मालमत्ता कराचा भरणा न केल्यामुळे लावण्यात आलेला दंड त्या वर्षाच्या अखेरीपर्यंत मालमत्ता कराचा भरणा न केल्यास तो भरणा होईपर्यंत मालमत्ता कराच्या धकबाकीवर आधी लावण्यात आलेल्या दंडाच्या दराने प्रतिवर्ष आपोआप लागू होईल. तसेच अधिनियम तरतूद कलम २०७ अ (१) अन्वये मागील धकबाकीचा भरणा न केल्यास आपोआप देयकाच्या थकीत मालमत्ता कराच्या रकमेवर २० टक्के इतका दंड महसुली कालावधी लागू होईल.

सूचना : मागणीची नोटीस बजावल्यापासून तीन महिन्यांत अधिदान न केल्यास येणे असलेल्या महानगरपालिका कराच्या प्रतिवर्षी २० टक्के पर्यंत दंडाची तरतूद बृ.मुं.म.न.पा. अधिनियम कलम २०७अ (१) मध्ये आहे. महाराष्ट्र शिक्षण (उपकर) अधिनियम १९६२ च्या कलम १०(१) अन्वये मागणीच्या नोटीशीत दाखविलेल्या मुदतीत भरणा न केल्यास येणे असलेल्या राज्यशिक्षण उपकराच्या १/१० पेक्षा जास्त नाही इतक्या रकमेच्या दंडाची तरतूद केलेली आहे.

मागणीची नोटीस बजाविल्याचा दिनांक :

श्री. नि. अ. पठाण

करनिर्धारक व संकलक

संदेश : अधिदान सर्व विभाग कार्यालयांतून नागरी सुविधा केंद्रांवर स्विकारले जाईल.

मालमत्ता क्र. 00192945

लेखा क्रमांक : N-0306620080000

नोटीस शुल्क (रु.) : 50/-

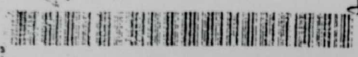
नाव : (5) THE SECY PANT NAGAR

प्रापकाची सही



AS per the  
order

Original receipt &  
Index II. 2. 2009 copy  
of document given to party.



Friday, October 09, 2009  
1:36:32 PM

Original  
नोंदणी 39 म.  
Regn. 39 M

### पावती

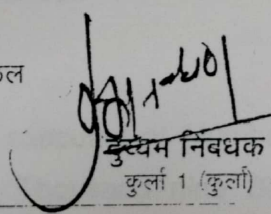
पावती क्र. . 9771

गावाचे नाव घाटकोपर दिनांक 09/10/2009  
दस्तऐवजाचा अनुक्रमांक वदर3 - 09467 - 2009  
दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: जयेश कुंवरजी गडा -

नोंदणी फी	-	30000.00
नक्कल (अ. 11(1)), पृष्ठाकनाची नक्कल (आ 11(2)), रजवात (अ. 12) व छापाचित्रण (अ. 3) -> एकत्रित फी (49)	-	950.00
एकूण	रु.	30950.00

आपणास हा दस्त अंदाजे 1:50 PM ह्या वेळेस मिळेल

  
दुसरे निबंधक  
कुर्ला 1 (कुर्ला)

बाजार मूल्य: 3343200 रु. मोंबदला: 3449000 रु.  
भरलेले मुद्रांक शुल्क: 155090 रु.  
देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे:  
बँकेचे नाव व पत्ता: दि कॉसमॉस को ऑ. बँक लि ;  
डीडी/धनाकर्ष क्रमांक: 563461; रकम: 30000 रु.; दिनांक: 07/10/2009

सिद्ध कुर्ला निबंधक  
कुर्ला १ (कुर्ला २)



1550901



330811

खातेवाली या / Party Copy  
**ठाणे भारत सहकारी बँक लि.**  
शेड्यूल्ड बँक

For Thane Bharat Sahakari Bank Ltd.

Authorised Signatory

*[Signature]*

Thane Bharat Sahakari Bank Ltd.  
Scheduled Bank

शाखा / Br.

दिनांक / Date 21/10/09

मुद्रांक शुल्क / Stamp Duty रु./Rs. 155090

सेवा आकारणी शुल्क / रु./Rs.

Service Charges

No. of Documents

एकूण / Total रु./Rs. 155090

असली रकमे / Amount in Words *One Lakh Fifty Five Thousand One Hundred and Ninety*

मुद्रांक शुल्क भरणान्याचे नाव / Name of stamp duty paying party *Sejal Jewellers*

पत्ता / Address *208/1, L. B. S. Marg, Ghatkopar (West), Mumbai*

संभारणा पक्षकाराचे नाव / Name of counter party *Excel Developers*

व्यावहाराच्या उद्देशाने कारण / Purpose of transaction *Agreement for Sale*



धनदाता / ये ऑर्डर ज्या बँकेचा काढता आहे त्या बँकेचा नाव / Name of the Drawee Bank *Carnas. Corp. Bank*

रोखपात / Cashier *M.S. 563488*

मुद्रांक कालेले दस्तऐवज घेण्यास येताना ही साक्षी आणणे आवश्यक आहे. / This counterfoil has to be presented at the time of delivery of stamps.

**AGREEMENT FOR SALE**

*D. P. Saw*  
*M. J. Gada*  
*Jyesh. K. Jale*

THIS AGREEMENT FOR SALE made and executed at Mumbai on this 29<sup>th</sup> day of October Christian Year Two Thousand nine BETWEEN Messrs **EXCEL DEVELOPERS**, a registered Partnership firm, registered under the Indian Partnership Act 1932, having its registered office at 304, Bhaveshwar Arcade, L. B. S. Marg, Ghatkopar (West), Mumbai – 400 086; hereinafter referred to as "THE DEVELOPERS" (which expression shall unless it be repugnant to context or meaning thereof shall mean include its Partners for time being thereof and survivor or survivors them and their heirs, executors and administrators of such Survivors, / his / her assigns) of the **ONE PART**;

भारत 96025  
176206  
INDIA  
R. 01550901-PB5232  
SPECIAL ADHESIVE OCT 09 2009  
MAHARASHTRA  
10:50

*D.P. Saw*

*Jyesh. K. Jale*

*M.J. Gada*

बदर-३	
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AND SHRI. JAYESH KUVARAJI GADA & SMT. MANISHA JAYESH GADA of Mumbai, an Adult, Indian Inhabitant/s presently residing at 4, Vithal C.H.S, pestom sagar Road no. 6, Chembur Mumbai – 75 hereinafter referred to as "THE PURCHASER/S" (which expression unless it be repugnant to the context or meaning thereof shall mean and include his/her/their executors, administrators and assigns) of OTHER

PART.

WHEREAS:

- (i) Ghatkopar Rajhans Bhavan Co-operative Housing Society Limited, a Co-operative Housing Society registered under Maharashtra Co-operative Societies Act 1960 (Maharashtra Act XXIV of 1961) registered under No. BOM / HSG / 7520 of 1981 and having its registered office at Building No. 5, Pant Nagar, Ghatkopar (East), Mumbai – 400 075; hereinafter referred to as the "said Society / "Vendor" / "Owners") is absolutely seized and possessed of and well and sufficiently entitled to all that piece or parcel of land or ground consisting of plot of land admeasuring 755.95 Sq. Mtrs (994.50 Sq. Mtrs as per MHADA Demarcation) on the land bearing C. T. S. No. 193 (p) and 5681 (part) of Village Ghatkopar-Kirol as a Lessees under a Deed of Lease dated 8<sup>th</sup> January 1987 made and executed between Maharashtra Housing and Area Development Authority (MHADA) as the Lessor of the One Part and the Ghatkopar Rajhans Bhavan Co-operative Housing Society as the Lessees of the Other Part; registered with the Sub-Registrar of Assurances, Bandra.
- (ii) The said Society comprising of Ground + 2 storeyed building, the said building is consisting of 30 flats.
- (iii) The said building required heavy repairs and is in dilapidated condition.
- (iv) The said Society has therefore in the Special General Body Meeting held on 1<sup>st</sup> August 2004, unanimously decided to

D.P.Shu

Jayesh K. Gada

M. S. Gada



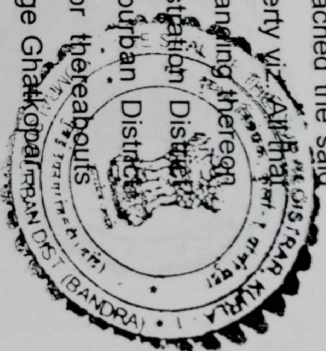
बंदर-३	
२००५	३

redevelop the property by demolishing the ~~existing~~ building by constructing new building at its place by utilising Floating Floor Space Index in the form of Transfer of Development Rights (TDR) from MHADA layout or TDR from Government Authority.

- (v) The Developers being the Builders of repute approached the said Society and negotiated for development of said property viz. All that piece or parcel of land or ground with the building standing thereon situate at Pant Nagar Ghatkopar-Kirol in the Registration District and Sub-District of Mumbai City and Mumbai Suburban District containing by admeasurements 755.95 sq. Mtrs or thereabouts bearing C. T. S. Nos. 193(P) and 5681 (part) of Village Ghatkopar Kirol, Mumbai Suburban District; on the terms and conditions mutually agreed upon under Development Agreement dated 31st August 2005, registered under No. BDR-3/6022/2005, with the Sub-Registrar of Assurances at Chembur, Mumbai.

- (vi) In view of the mutual understanding and agreement the said Society have agreed and allowed the Developers to develop the said property and to sell, transfer, assign and assure unto and in favour of the Developers and/or their nominees and the Developers have agreed to acquire from the Vendor/Owner the said property for the purpose of development on the terms and conditions more particularly set out in the Development Agreement dated 31<sup>st</sup> August 2005.

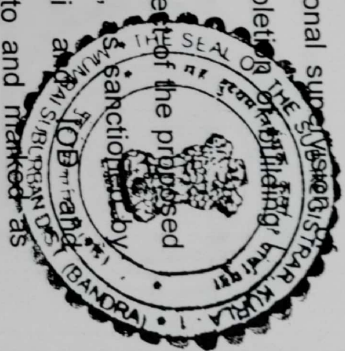
- (vii) The Developers got building plan sanctioned for the proposed construction of the proposed Building comprising of Ground Floor consisting of Shops, Flats and stilt and upper floors out of which first floor may be of commercial user and Upper floors of residential flats, from the Municipal Corporation of Greater Mumbai under IOD No. E.B. /CE/6155/BPES/AN dated 20<sup>th</sup> October 2005. The Commencement Certificate (CC) was issued by Municipal Corporation of Greater Mumbai under No. CE/6155/BPES/AN dated 25<sup>th</sup> November 2005;



*D.P.S.M*  
*J. S. Gade*  
*M. J. Gade*

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- (viii) The Developers have entered into a standard Agreement with Mr. Ashish Bhatt, Architects registered with Council of Architects and have such Agreement prescribed by Council of Architects and have appointed M/s. Paras Consultant, Consultants as Structural Engineer for the preparation of structural design and drawing of the building and the Developers accepts professional supervision of the Architect and Structural Engineer till the completion of the proposed buildings.
- (ix) The true Photocopy of the building plan in respect of the proposed Shop / Commercial / Offices / residential flats, Municipal Corporation of Greater Mumbai Commencement Certificate are annexed hereto and marked as Annexure-A.
- (x) The title of the Owners / Developers is certified by Mr. Dinesh Chandra, Advocate High Court, Mumbai, and a copy whereof is annexed and marked as Annexure-B.
- (xi) The said property stands in the name of Maharashtra Housing and Area Development Authority as Lessor and the Ghatkopar Rajhans Bhavan Co-operative Housing Society Limited as Lessee in the C. T. Survey records and in the extract of the Assessor and Collector of Municipal Corporation of Greater Mumbai; copies of the said C. T. Survey Record and the copy of Municipal Assessment bills are annexed and marked as Annexure-C (colly.) and Purchaser/s confirm/s that the inspection of original records were taken by Purchaser/s prior to execution of this presents and copies hereto annexed are the copies of original record inspected by the Purchaser/s.
- (xii) The Purchaser/s demanded from the Developers and the Developers have given the inspection to the Purchaser/s of all the documents of title relating to said property and all other documents mentioned hereinabove and of such other documents as are specified under Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act,



MSM

H.S. Gade

H.S. Gade



द्वार-३	
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1963 (hereinafter referred to as "the said Act") and the rules made thereunder and the Purchaser/s agree that he/she/they is/are fully conversant with the same and confirms that he/she/they has/have entered into this Agreement after inspecting the aforesaid documents.

- (xiii) In the premises aforesaid the Developers herein are ~~as per the~~ terms and conditions of the Development Agreement dated 31st March August 2005, absolutely entitled to construct the buildings on the said property utilizing the FSI that may be available as ~~of~~ any further FSI (by way of TDR) that shall be made available ~~and~~ to sale the premises constructed by utilizing the said FSI and TDR to any person of their choice on such terms and conditions ~~as they~~ deem fit, to receive consideration amount and other amounts from their Purchaser/s, to appropriate to themselves the amount so received, to enter into the Agreement to sale of the premises with their Purchaser/s and to deliver possession to their Purchaser/s and to do such further acts, matters, deeds and things required to be done and performed for the said Development.
- (xiv) The Purchaser/s has/have approached the Developers for the purchase of Flat / Shop / Office / Garage in the Building being constructed by the Developers at the said property more particularly described in the First schedule hereunder written.
- (ix) The parties hereto are desirous of recording the terms and conditions agreed between them as hereinafter appearing.

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

1. In this agreement the word 'He' & its grammatical variations shall wherever and as required mean 'She' or 'They' and their respective grammatical variations unless offensive to the context thereof.
2. The Developers shall construct as per the plan & design approved by Mumbai Municipal Corporation and in accordance with the terms

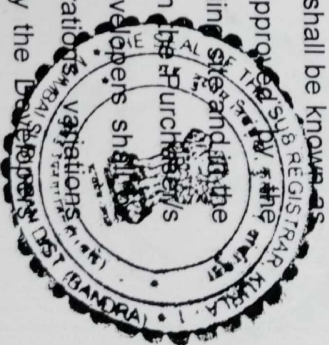
D. P. S. W.

M. S. G. G. G. G.



बदर-३	
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of the said IOD dated 20<sup>th</sup> October 2005 and specifications stated in the Second schedule hereunder written, building of Ground and upper floors in the same properties. The building shall be having shops, flats, Offices and stilt on the Ground floor and commercial on First floor and Residential Flats on the upper floors The building constructed exclusively by utilizing FSI and TDR shall be known as



**TIARA.** The plans of the said building approved by the site and the office of the Developers for the inspection, which the Purchaser has/have also inspected and approved. The Developers shall be entitled to make such changes, additions, alterations and modifications therein as may be desired by the Developer and/or required by the said Mumbai Municipal Corporation and/or by any other concerned authority and Purchaser/s hereby irrevocably and expressly consents to the same provided however that the Developers shall obtain prior consent in writing of the Purchaser/s in respect only of such variations or modifications as affects the area of the premises agreed to be acquired by the Purchaser/s.

3. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the marketability of title of the said property and rights, powers and authorities of the Developers as promoters within the meaning of the definition of the word "promoter" under the Maharashtra Ownership of Flats Act 1963 and no requisitions or objections shall be raised on any matter relating thereto or howsoever in connection therewith.

4. The Developers agree to sell to the Purchaser/s and the Purchaser/s hereby agrees to purchase from the Developers Flat No. 701 on the 7<sup>th</sup> Floor in the **wing B** of the **TIARA** Building to be constructed on the said property and more particularly shown in red colour on the floor plan hereto annexed admeasuring 571 sq. ft. in carpet area on what is popularly known as 'ownership basis' at and for the price of Rs. 34,49,000/- (Rupees **THIRTY FOUR LAC**

D.P.SUM

Dr. J. S. Gode

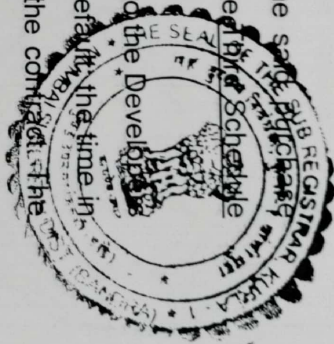
M.S. Gode



447-3	
2008	11

**FORTY NINE THOUSAND Only** including the price of the common areas and facilities appurtenant to the said premises together with the fittings, fixtures and amenities stated in the Second Schedule hereunder written. The said flat / shop is hereinafter referred to as the "**said Premises**".

5. The Purchaser/s shall pay to the Developers the said price of Rs. 34,49,000/- in the manner stated in the Third Schedule of payment written under this Agreement.
6. The Purchaser/s shall pay the aforesaid amounts to the Developers on the respective due dates without any delay or default in the respect of each such payment being essence of the contract. The Developers will send to the Purchaser/s intimation of their having carried out the aforesaid work at the address given by the Purchaser/s under this agreement and the Purchaser/s shall be bound to pay the amount of installments at the office of the Developers within 7 (seven) days of dispatching such intimation under certificate of posting at the address of the Purchaser/s stated in these presents.
7. It is expressly agreed that the Purchaser/s shall be entitled to the limited common areas and facilities alongwith the said premises and the nature, extent and description of common areas and facilities and the percentage of the undivided interest which the Purchaser/s will enjoy the common areas and facilities appurtenant to the said premises agreed to be sold is set out in the Fourth Schedule hereunder written.
8. It is expressly agreed that the Purchaser/s shall be entitled to the limited common areas and facilities alongwith the said premises and the extent, nature and description of such limited common areas and facilities appurtenant to the said premises agreed to be sold is set out in the Fifth Schedule hereunder written.
9. Upon the Purchaser taking possession of the said premises he shall have no claim against the Developers as regards the quality of the building material used for construction of the premises.



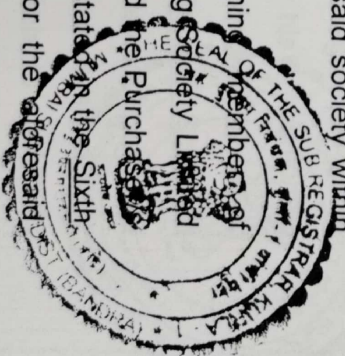
D.P.S.W.

*[Handwritten signature]*  
 28-5-2008  
*[Handwritten signature]*



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10. The Purchaser/s herein along with other Purchasers of other premises in the said Building undertakes to become a member of the said Ghatkopar Rajhans Bhavan Co-operative Housing Society Limited and for that purpose if required to sign and execute from time to time all papers / applications that may be required to be signed and executed including bye-laws of the said society within Seven (7) days of receipt of intimation thereof.
11. All costs charges and expenses for becoming members of Ghatkopar Rajhans Bhavan Co-operative Housing Society Limited shall be borne and paid by all the Purchasers and the Purchaser/s herein shall bear and pay a sum of Rs. 46,590/- stated in the Sixth Schedule annexed hereto to the Developers for the purposes stated in the time stated in the said Schedule. The Purchaser/s also undertake/s to sign and execute all the documents required to be signed and executed for the said purpose and shall extend his/her/their full co-operation for the said Registration.
12. Besides the Purchase price agreed to be paid by the Purchaser/s under Clause No. 4 and 5 hereof, he / she / they shall pay / deposit with the Developers the amounts mentioned in Sixth Schedule annexed hereto for the purpose and at the time stated herein. No interest shall be payable on any of the said amounts mentioned in the said Sixth Schedule. The Developers shall not be required to submit accounts for the amounts stated at Sr. Nos. 1, 2, 3 & 4 of the said Schedule. For the rest of the amount mentioned in the said Schedule the Developers shall maintain account thereof as provided u/s 5 of the Maharashtra Ownership Flat Act 1963 and shall submit the said account to the said Society and shall hand over the balance amount remaining with them out of the said amounts mentioned Sr. No. 5 & 6 of Sixth Schedule to the said Society within 3 months of handing over the management to the said Society whichever is later. In the event of the Developers incurring expenses in excess of the amount so deposited the said



mm

11/11/2024  
M.S. Gadh...

M.S. Gadh...



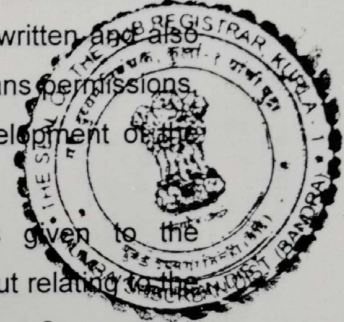




बदर-३	
[Signature]	[Signature]
२००९	

Building the Developers shall hand over ~~management and~~ administration of the said Building to the said society and on and from the date of such handing over, the said society shall manage administer and generally look after the affairs of the said Building. At the time of handing over the said buildings to the said Society the Developers shall also submit to the said society the accounts of the amounts collected by them from all the Purchasers under Serial Nos. 5 & 6 of the said Sixth Schedule hereunder written and also hand over to the said society all the documents plans permissions certificates obtained by them concerning the development of the said property.

27. After the possession of the said premises is given to the Purchaser/s if any additions or alterations in or about relating to the said building is required to be carried out by the Government, Municipal or any statutory Authority, the same shall be carried out by the Purchaser/s in co-operation with the purchasers of the other premises in the said buildings at their own costs and the Developers shall not in any manner be liable or responsible for the same or to contribute any amount for the aforesaid purpose.
28. The Purchaser/s agree/s that the terrace space in front of or adjacent to the terrace flat premises if any, in the said building shall belong exclusively to the respective Purchaser/s of the terrace flat premises and such terrace spaces are intended for the exclusive use of the respective terrace premises Purchaser/s and neither the Purchaser/s nor the said society shall dispute the exclusive right and ownership of the purchaser/s of the said attached terraces.
29. If the Purchaser/s neglects, omits or fails for any reasons whatsoever to pay to the Developers the amount due and payable by him under the terms and conditions of this Agreement within the time herein specified or if the Purchaser/s shall in any other way fail to perform and/or observe any of the terms stipulations conditions and covenants herein contained and on his part to be observed and performed, the Developers shall be entitled to terminate this



P. S. W.

[Signature]

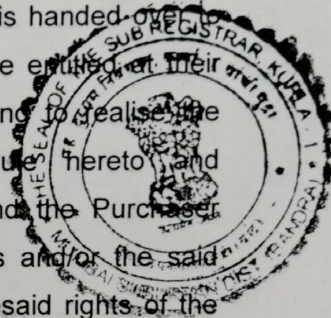
M. J. Gada



बदर-३	
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registration, the Developers shall not in any way be responsible for the non-registration thereof and the consequences arising there from. The stamp duty and registration charges and all other charges incidental to this agreement including penalty for non or under payment of stamp duty and/or late registration shall be borne and paid by the Purchaser/s alone.

38. Until such time as the entire project is completed and the possession of the building and its management is handed over to the said Registered Society, Developers shall be entitled, at their discretion, to control the management of building to realise the outgoings as referred in the Sixth Schedule hereto and disbursements of the payment to be made and the Purchaser alongwith the other Purchasers of the premises and/or the said society shall not have any objection to the aforesaid rights of the Developers.
39. Any delay or indulgence by the Developers in enforcing the terms of this agreement or any forbearance of giving of time to the Purchaser/s shall not be construed by the Purchaser/s as and shall not be a waiver on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this agreement, or of any of the their rights under these presents, nor shall be the same in any manner prejudice the rights of the Developers.
40. Any additions and alterations in the said premises and/or in respect of the specifications and amenities by the Purchaser/s if agreed by the Developers shall be carried out at the risk and extra costs of the Purchaser/s which shall be paid in advance by the Purchaser/s before the extra work is carried out by the Developers.
41. PROVIDED AND ALWAYS that if any dispute, difference or question at any time hereafter arises between the Parties hereto or their respective representatives in respect of the construction of these presents or concerning anything herein contained or arising out of these premises or as to the rights, liabilities and/or the duties of the Parties hereto, the same



O.P. Sahu  
 J. J. Gade  
 M. S. Gade

बदर-३	
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shall be referred to Arbitration. The provisions of The Arbitration and Conciliation Act, 1996, shall apply to such reference.

42. Any Liabilities arising out of service tax provision in respect of the above transaction shall be paid by the Purchaser/s.

**IN WITNESS WHEREOF** the parties hereto have here unto set and subscribed their respective hands to this writing and a duplicate thereof the day and year first hereinabove written.

**FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO**



All that piece or parcel of land or ground with the building and structures standing thereon situate at Pant Nagar, Ghatkopar- Kirol in the Registration District and Sub-District of Mumbai City and Mumbai Suburban District containing by admeasurement 755.95 sq. Mtrs. or thereabouts (994.50 Sq. Mtrs as per MHADA Demarcation) bearing CTS Nos. 193 (p) and 5681 (p), Ghatkopar (East), Mumbai - 400 077 within the limits of "N" Ward of Mumbai Municipal Corporation.

On or towards East	:	Transmission Line
On or towards West by	:	Building No. 10
On or towards South by	:	Underground Tank
On or towards North by	:	27.45 Mtrs wide Road

**SECOND SCHEDULE ABOVE REFERRED TO**  
**SPECIFICATION AND AMENITIES**

- |   |                |   |                                                         |
|---|----------------|---|---------------------------------------------------------|
| 1 | Main Door      | : | Flush door with one side vineer.                        |
| 2 | Internal Doors | : | Flush doors for kitchen, bedroom, toilet, and bathroom. |
| 3 | Flooring       | : | 2' X 2' Vitrified Tiles                                 |
| 4 | Tiles          | : | Bath Room / W. C. shall have                            |

D.P. Sahu

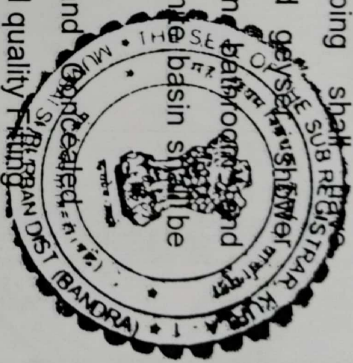
Jyeshth Kojale

M.S. Gade



बंदर-३	
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- Glazed Ceramic tiles.
- 5 Kitchen : Granite kitchen platform (Black)
- 6 Windows of Living Room, : Powder Coated Aluminum sliding. Bedroom and Kitchen
- 7 Windows of Bathroom And W. : Aluminum frame louvers with C. glass.
- 8 Plumbing : Internal plumbing shaft concealed And geyser tap / cock in bathroom and kitchen, one white basin shall be provided.
- 9 Electric : Electric wiring and concealed wiring and good quality wiring
- 10 Points in Living room : Tube light, Fan – 2, Door bell, night lamp, Telephone, T. V. Cable.
- 11 Points in Kitchen : Tube light, Fan and Fridge point.
- 12 Points for Bathroom : Geyser and light point
- 13 Points for W. C. : One light point.
- 14 Points for passage : One light point
- 15 Colour : Internal door shall finished with two coats of oil paints (Living room, Kitchen and Bedroom.) Walling & Ceiling shall be finished internally by Neeru plaster & white washed.



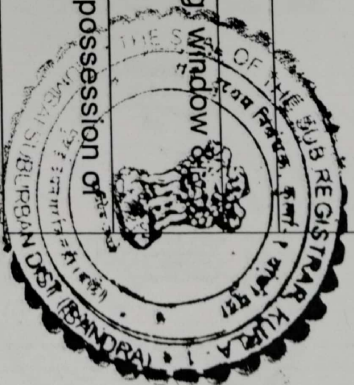
MSD

1-858  
M. S. Gade

444-3	
2008	09

**THIRD SCHEDULE ABOVE REFERRED TO OF THE PAYMENT OF PURCHASE PRICE**

Sr. No.	Approx. % of Price	Installation Amount Rs.	Due time of Payment
	Flat / Shop	Flat / Shop	
1	95%	32,76,550/-	On completion of flooring, window miscellaneous work.
2	5%	1,72,450/-	The balance amount on possession of the premises





**FOURTH SCHEDULE ABOVE REFERRED TO**  
**COMMON AREAS AND FACILITIES**

<b>दफ्तर-३</b>	
25/8	25/8

Proportionate equal right to the immediate area abutting the main entrance door after the landing on the said floor of the said premises with pro-rata right along with all Purchasers of premises in the said property.

**FIFTH SCHEDULE ABOVE REFERRED TO**

Prorata right along with all Purchasers of premises in the said limited common area and facilities i.e. to say: -

1. Staircase
2. Entrance Hall (Lobby)

The aforesaid provision is not applicable in case of Car parking Space Area Covered under Stilts / Garages and other similar areas.



**SIXTH SCHEDULE ABOVE REFERRED TO**

Items amounts and Time of Payment/Deposit referred to Clause No. 16 in this Agreement :

Sr. No.	Item	Amount	Time of Payment
1.	Legal Charges	5000/-	At the time of Possession
2.	Society Registration	5000/-	On completion of RCC work
3.	Development Charges	13,133/-	At the time of Possession
4.	Municipal water connection & Reliance Energy/ Electrical Co. Deposits	20,000/-	At the time of possession
5.	Maintenance & Property	3197/-	At the time of possession

P.S.W.

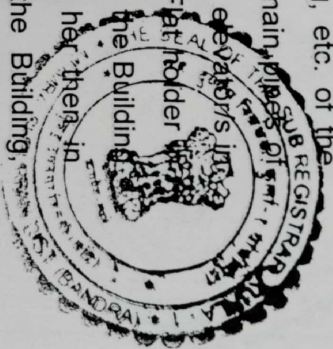
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2008	2008
2008	2008

Taxes Deposits		
6. Society Share & Admission	260/-	On completion of RCC work.

SEVENTH SCHEDULE ABOVE REFERRED TO

1. The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the roof gutters and main pipes of the Building, water pipes, gas pipes and electric wires, under or upon the Building and enjoyed or used by the Flat holder and enjoyed by the other occupiers of the other flat and the Building and enjoyed by the Flats Holder or used by him / her therein common as aforesaid and the boundary walls of the Building, compounds, terraces etc. The Maintenance cost of the elevators is to be shared equally by all acquirers irrespective of the floor on which his/her/ their premises is situated.
2. The costs of cleaning and lighting the passages, landing staircases and other parts of the common as aforesaid.
3. The costs of decorating the exterior of the Building.
4. The cost of the salaries of clerks, bill collectors, chowkidars, sweepers etc.
5. The cost of working and maintenance of lifts, water pumps and other light and service charges.
6. Municipal and other taxes and ground rent.
7. Insurance of the building.
8. Cost of Maintenance of infrastructure.
9. Such other expenses as are necessary or incidental for the maintenance and upkeep of the Building.



MSM

1-28-24  
N.S. G. Rao



बंदर-3	
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Signed & Delivered by

withinnamed Developers

M/s. Excel Developers

PAN No. AACFE0445M

in the presence of .....

Ami Anand

② 50227 2127

Signed & Delivered by

withinnamed Purchaser/s

SHRI. JAYESH KUVARAJI GADA

& SMT. MANISHA JAYESH GADA

PAN No. AFTPPG 3227Q

PAN No. AMWPCA 4031F

in the presence of .....

\_\_\_\_\_

For Excel Developers



D. P. Gaud



PARTNER VIRENDRA VORA

& PIYUSH PATEL THROUGH

CONSTITUTED ATTORNEY

DHARMIN P. SHAH



M. J. Gada



① Ami Anand

② 504200 2127

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RECEIPT

Received on the day and year first hereinbefore written of and from the Purchaser/s herein a sum of Rs. 3,00,000/- (RUPEES : THREE LAC ONLY) as detailed below on account payable by the Purchaser/s as herein provided.

Rs. 3,00,000/-

We say received.

For Excel Developers

PARTNER VIRENDRA TORA  
& PIVIND PATEL TIRODCH  
CONSULTED ATTORNEY  
DIKMIN P SHAH



Witnesses :

- 1.
- 2.

Details of Payment made.

Amount	Cheque No.	Dated	Bank	Branch
3,00,000/-	"798169"	23.09.2009	Cosmos Co- Operative Bank	Dadar Branch

*Handwritten signature/initials*

*Handwritten signature/initials*



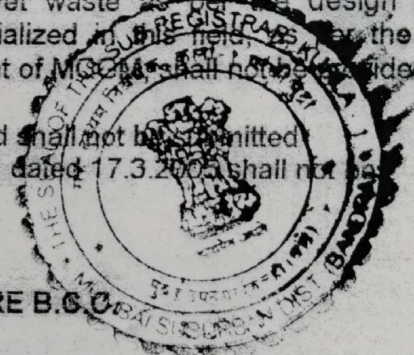
बदर-३	
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## Brihanmumbai Mahanagarpalika

No.CE/ 6155 /BPES/AN

20 OCT 2005

14. That the adequate provision for post mail boxes shall not be made at suitable location on ground floor / stilt.
15. That the every part of the building construction and more particularly, overhead tank will not be provided with a proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.
16. That the final NOC from S.G. shall not be submitted.
17. That the requisitions of clause No.45 & 46 of D.C.R.91 shall not be complied with.
18. That the infrastructural works such as; construction of handholes/manholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall not be provided.
19. That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations / individuals specialized in this field as the list furnished by Solid Waste Management Department of M.C.M. shall not be provided to the satisfaction of Municipal Commissioner.
20. That rectified lease deed for additional area allotted shall not be submitted.
21. That the conditions of circular u.no.CE/PD/12387/1 dated 17.3.2005 shall not be complied with



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

1. That certificate under Section 270-A of the Bombay Municipal Corporation Act will not be obtained from H.E.'s department regarding adequacy of water supply.

*New 20/10/05*  
 Executive Engineer  
 (Building Proposals)(Eastern Suburbs)



बदर-३	
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२००९	

(166)-116-3070 (2)

MUNICIPAL CORPORATION OF GREATER MUMBAI

VALID UPTO

24 NOV 2006

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966

NO CE/ 6155 /BPES/A N

25 NOV 2005

COMMENCEMENT CERTIFICATE

To  
M/s Ghatkopar RajhansBharan  
CHS 149

With reference to your application No 7250 dtd 30/8/05 for Development Permission and grant of Commencement Certificate under Section 45 and 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building construction under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building in Plot No 5 in part No. - C.T.S. No 5681 (PT) Villages Laundhwa Ghatkopar Planning Scheme No - situated at Road /Street N the Commencement Certificate /Building permit is granted on the following conditions:-

- 1] The land vacated on consequence of the endorsement of the set back line, road widening lane, shall form part of the public street.
- 2] That ~~no~~ new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupation permission has been granted.
- 3] The commencement certificate/ development permission shall remain valid for one year commencing from the date of its issue.
- 4] This permission does not entitle you to develop land which does not vest in you.
- 5] This commencement Certificate is renewable every year but such extended period shall be in no more than two years provided further that such lapse shall not be any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act 1966.

This certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:

- 1] The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
- 2] Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
- 3] The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966.



447-3	
28009	38

Form - 11G

- 2 -

7] The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri P. N. WATVE <sup>Executive</sup> Engineer to exercise his powers and functions of the planning Authority under Section 45 of the said Act.

The C.C. is valid upto 24 NOV 2006

C.C upto Plinth & Per approved plan dt 20/10/05

For and on behalf of Local Authority  
The Municipal Corporation of Greater Mumbai

*MD 28/11/06*  
 ASSISTANT  
 Eastern Suburbs (L & M Ward)  
 Executive Engineer [Building Proposal]  
 Eastern Subs  
 FOR

CE/ 6331 APRESIAN E-1 AUG 2006 \*\*\*\*\*

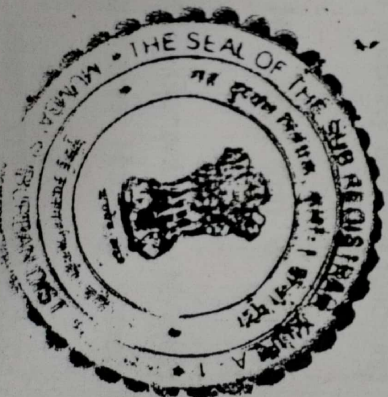
Full C.C as per amended plans approved on 6/5/06

*Signature*  
 Assistant Engineer - Building Propns

*Signature*  
 1/18/2006

CERTIFIED TRUE COPY

ASHISH LAMIT









09/10/2009

दुय्यम निबंधकः

1:37:40 pm

कुर्ला 1 (कुर्ला)

दस्त गोषवारा भाग-1

वदर3

दस्त क्र 9467/2009

दस्त क्रमांक : 9467/2009

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अगल्याचा ठसा

नाम: ज्योशा कुंवरजी गडा -

पत्ता: घर/फ्लॅट नं: 4 विठ्ठल ही सो, पेस्तम सागर रोड न

5, येवुर मुं 75

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -

पैन नम्ब



लिहून घेणार

वय 35

राही

*Jyotsna Kulkarni Gada*

नाम: मनिषा जयेश गडा -

पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -

पैन नम्बर: AMWPG4031F



लिहून घेणार

वय 28

सही

*M-S. Gada*

नाम: मेसर्स एक्सल डेव्हलपर्स तर्फे भागीदार श्री. विरेंद्र

कोशा. व. विष्णुष पटेल यादोघाव्यालतीने कु मु म्हणून श्री.

धर्मीन पी. शाह AACFE0445M -

पत्ता: घर/फ्लॅट नं: 304, मातेश्वर आर्केड, एल बी एस

मार्ग, घाट



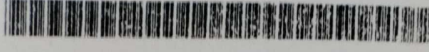
लिहून देणार

वय 44

सही

*Virendra Koshale*





दस्त गोपवारा भाग - 2

वदर3

दस्त क्रमांक (9467/2009)

*[Handwritten signature]*

दस्त क्र. [वदर3-9467-2009] चा गोपवारा  
दाजार मुल्य :3343200 नोबदला 3449000 भरलेले मुद्रांक शुल्क : 155090

पावती क्र.:9771 दिनांक:09/10/2009  
पावतीचे वर्णन  
नांव: जयेश कुवरजी गडा - -

दस्त हजर केल्याचा दिनांक :09/10/2009 01:32 PM  
निष्पादनाचा दिनांक : 09/10/2009  
दस्त हजर करणा-याची सही :

*[Handwritten signature]*

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

30980: एकूण

दस्ताचा प्रकार :25) करारनामा  
शिकका क्र. 1 ची वेळ : (सादरीकरण) 09/10/2009 01:32 PM  
शिकका क्र. 2 ची वेळ : (फी) 09/10/2009 01:36 PM  
शिकका क्र. 3 ची वेळ : (कबुली) 09/10/2009 01:37 PM  
शिकका क्र. 4 ची वेळ : (ओळख) 09/10/2009 01:37 PM

*[Handwritten signature]*  
दु. निबंधकाची सही, कुर्ला 1 (कुर्ला)

दस्त नोंद केल्याचा दिनांक : 09/10/2009 01:37 PM

ओळख :

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

1) अनील अमल- - ,घर/फ्लॅट नं: अबीका इस्टेट टिळक रोडघाटकोपर पु,

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

*[Handwritten signature]*



2) कुवरजी हिरजी गडा- - ,घर/फ्लॅट नं: कल्याणाना निवोळी

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

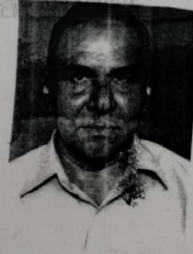
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शहर/गाव:-

तालुका: -

पिन: -

*[Handwritten signature]*



*[Handwritten signature]*  
दु. निबंधकाची सही  
कुर्ला 1 (कुर्ला)



प्रमाणित करण्यात येते कि या दस्तामध्ये  
एकूण *[Handwritten number]* पाने आहेत.

वदर-3/ *[Handwritten number]* /2009

मुद्रांक क्रमांक 9 नोंदणी वदर

नोंदला

दिनांक

*[Handwritten signature]*

सह. दुय्यम निबंधक कुर्ला-9,  
मुंबई उपनगर जिल्हा.



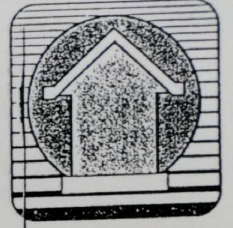
मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ

(म्हाडाचा घटक)

MUMBAI HOUSING AND  
AREA DEVELOPMENT BOARD

(A MHADA UNIT)

म्हाडा  
MHADA



NO.CO/ MB/ARCH/NOC/F-706 / 6059 2008

Dated 17/11/08

To,  
The Executive Engineer,  
Building Proposal Department  
M.C.G.M, Mun. Garage Bldg,  
Near Ghatkopar Depot,  
Ghatkopar (E),  
Mumbai - 400075.

Sub:- Proposal for grant of NOC for Reconstruction of Existing Bldg.No.5  
known as PANT NAGAR RAJHANS BHUVAN CHS Ltd. on land  
bearing CTS No. 5736 (pt) of Ghatkopar at Pant Nagar,  
Ghatkopar (East), MHADA Colony, Mumbai:-400 075.

Ref:- 1) Your Society's Architect letter under no nil Dt.....

The applicant has completed all formalities for obtaining NOC for reconstruction. There is no objection to his undertaking construction by the Chief Officer/M.H.& A. D. Board's side regarding proposal of the said society under certain terms and conditions on the Plot admeasuring about 743.82 m<sup>2</sup> (i.e. 667.69m<sup>2</sup> as per lease deed + Additional land in the form of Tit Bit admeasuring about 76.13 m<sup>2</sup> as per policy laid down by the MHADA vide A.R.No. 5998 & 6041 and A.R.No.6260 Dt.04/06/2007and on following terms and conditions: -

- 1) The work of reconstruction should be carried out as per plans submitted to this office.
- 2) Necessary Approvals to the plans from M.C.G.M. should be obtained before starting of work.
- 3) The work should be carried out under the supervision of the Competent Registered Architect and Licensed Structural Engineer.
- 4) The work should be carried out entirely at applicant's own risk and cost and MHAD Board will not be responsible for any mishap at any time.
- 5) The total Built Up Area will be permitted up to Existing 922.20 m<sup>2</sup> (Already allotted to the society as per above referred 1st NOC) + **861.67 m<sup>2</sup>** (i.e.555.46 m<sup>2</sup> For Residential use + 306.21 m<sup>2</sup> For Commercial use ) Additional Buildable Area out of balance Built up Area of approved layout allotted now thus total = 1783.87 m<sup>2</sup> (One Thousand Seven Hundred Eighty Three point Eighty Seven sq.mt. only) (As per DCR-1991 all benefits are permissible). The Society is permitted to construct **existing 32 Residential T/s** (retain carpet area upto +5.00m<sup>2</sup>) +Additional **Proposed 20 Residential T/s + 11 Shops** are allotted now. Thus total **50 Residential T/s and 11 Shops** are permitted
- 6) No additional F.S.I. should be utilized other then mentioned above.

*(Handwritten signature)*

गृहनिर्माण भवन, कलानगर, बान्द्रे (पूर्व), मुंबई - ४०० ०५१.

द्वितीय : ६६४०५०००, २६५९२८७७, २६५९२६२२

द्वितीय नं: ०२२-२६५९२०५८/२६५९०६६० पत्रपेटी क्र. ८९३५

Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai-400-051.

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Fax No.: 022-26592058 / 26590660 Post Box No. 8135

