

Pre-Registration summary(नोंदणी पूर्व गोषवारा)



18/04/2016

सूची क्र.2

दुकान निबंधक : सद्दु.नि. बोरीवली 1

दस्त क्रमांक : 3467/2016

नोंदणी :

Regn.63m

गावाचे नाव : 1) आकुर्ली

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	13329800
(3) वाजारभाव(भाडेपट्ट्याच्या व वसतिपट्टाकार आकारणी देतो की पट्टेदार ते समुद करावे)	15698500
(4) भू-मापन, गौडहिल्ला व घरक्रमांक (असल्यास)	1) पारिकेचे नाव: मुंबई म.न.प. इतर वर्णन : सदनिका नं: 2106 बी विंग, माळा नं: 21, इमारतीचे नाव: ओएसिस टॉवर 2, ब्लॉक नं: कांदिवली पूर्व मुंबई 400101, रोड : ऑफ अकुर्ली रोड, इतर माहिती: क्षेत्र-87.89 चौ.मीटर कार्पेट, एक कार पार्किंग स्पेस सोबत((C.T.S. Number : 170 ;))
(5) क्षेत्रफळ	1) 105.46 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा विवाही न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- एंक्वे हाउसिंग इंडिया प्राईवेट लिमिटेड चे ऑबोराइस सिशेट्टि भूयेंद बोशी तर्फे मुखत्यार जनार्दन नाईक - - बय:-60; पत्ता:-प्लॉट नं: श्रीळींग नं. 10 , माळा नं: 5, इमारतीचे नाव: सोशियल कॉर्पोरेट पार्क, ब्लॉक नं: आंधेरी पूर्व मुंबई, रोड नं: गुरु हर्षोविन्दजी रोड, चकाना, महाराष्ट्र, मुम्बई. पिन कोड:-400093 पॅन नं:-AADCA0705E 2): नाव:- मे. खोमोर कंस्ट्रक्शन्स चे धारीदार पारस किरीट मेहता तर्फे मुखत्यार निनाद कदम - - बय:-44; पत्ता:-प्लॉट नं: -, माळा नं: 4, इमारतीचे नाव: वसुंधरा वील्डींग, ब्लॉक नं: विलेपारखे पश्चिम मुंबई, रोड नं: एस. वी. रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400058 पॅन नं:-AAJFG4549D
(8) दस्तऐवज करून देणा-या पक्षकाराचे व किंवा विवाही न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- राष्ट्रस विजय तर्फे मुखत्यार रामचंद्र टी. विजय - - बय:-70; पत्ता:-सी-401, - , सुयोग अपार्टमेंट्स, व्हिसर पश्चिम मुंबई, एल एम रोड, व्हिसर, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400068 पॅन नं:-CBQPB0347G 2): नाव:- श्रेया विजय तर्फे मुखत्यार गोपाल बाबू सुवर्णा - - बय:-69; पत्ता:-प्लॉट नं: सी-401, माळा नं: -, इमारतीचे नाव: सुयोग अपार्टमेंट्स, ब्लॉक नं: व्हिसर पश्चिम मुंबई, रोड नं: एल एम रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400068 पॅन नं:-BGFPS9767E
(9) दस्तऐवज करून दिल्याचा दिनांक	21/03/2016
(10) दस्त नोंदणी केल्याचा दिनांक	16/04/2016
(11) अनुक्रमांक, खंड व पृष्ठ	3467/2016
(12) वाजारभावाप्रमाणे मुद्रांक शुल्क	785200
(13) वाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरत	



(Signature)

सद. दुकान निबंधक, बोरीवली क्र.-१,
मुंबई उपनगर जिल्हा.

मुद्रांकनासाठी विचारात घेतलेला नमुना:-

मुद्रांक शुल्क आकारवता मिळवलेला अनुच्छेद :-

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

18/04/16

324/3467

पावती

Original/Duplicate

Saturday, April 16, 2016
12:11 PMनोंदणी क्र.: 39म
Regn.: 39M

पावती क्र.: 4111

दिनांक: 16/04/2016

दादाचे नाव: बाकुली

दस्तावेजाचा अनुक्रमांक: बरल-१-3467-2016

दस्तावेजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: राहुल विजय तर्फे मुखत्यार रामचंद्र टी. विजय

नोंदणी फी

₹. 30000.00

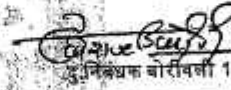
दस्त-हावाळणी फी

₹. 3540.00

सुट्याची रक्कम: 177

एकूण:

₹. 33540.00

आपणास मुळ दस्त, थंबनेल पिट, सूची-२ अंदाजे
12:31 PM ह्या वेळेस मिळेल.
सुनिश्चक कार्याची 1

बाजार मूल्य: ₹. 15698500/-

मोबदला: ₹. 13329600/-

भरलेले मुद्रांक शुल्क:
₹. 785200/-सह. दुय्यम निबंधक, बोरीवली क्र.-१,
मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रकम: ₹. 30000/-

सीडी/धनादेश/चे ऑर्डर क्रमांक: MH008326368201516R दिनांक: 16/04/2016

विक्रेते नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रकम: ₹. 3540/-



मुळ दस्त हा थंबनेल पिट मिळाली.

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON: 18/4/2016

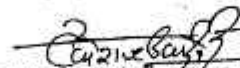


e-Stamp [Simple Receipt] Offline Payment Receipt

Branch Name : MALAD HARVE ROAD (1218)
 Challan Number : MSST20031650750 CPAS CRN : MHC 8326388201616M
 Payment Date : 21/03/2016 14:00:37 PM Bank Txn ID : 210316M731667
 District : 7101-MUMBAI Office Name : IGR190-BRLI_JT SUB REGISTRAR
 Stamp Duty : 8030045501-75 BORIVALI I
 Amount : 785200.00
 Registration Fees : 0030063301-70
 Amount : 30000.00
Total Amount : 815200.00
 Duty Payer Name : RAHUL KIJAI AND OTHERS Duty Payer ID : PAN-CIQPB0347G
 Duty Payer Mob No : 491-67570000
 Article Code : B25-Agreement to sale/Transfer/Assignment
 Movability : Immovable Consideration Amount : 13329800.00
 Prop Descr : Flat no. 2106, 21st floor, B wing, OASIS TOWER 2, Off akurli road, kandivali
 East, Mumbai Maharashtra 400101
 Property Area : 546.00 sq. feet
 Other Party Name : Acme Housing India Private Limited Other Party ID : PAN-AAICAG705E

Print Receipt



Deface No.: 000000001-20/15/16
 Date: 16/4/16

 सह दुपयाम विधायक भोडियली: क्र-१

बरल - १		
3766	9	900
२०१६		



AGREEMENT FOR SALE

This Agreement is made at Mumbai this 21st ~~15th~~ day of March ~~April~~ in the year 2016.

[Handwritten signatures]

Between

Acme Housing India Private Limited, a Company incorporated under the Companies Act, 1956 having its registered Office at Building 10, 5th Floor, Solitaire Corporate Park, Guru Hargovindji Road, Andheri (E), Mumbai - 400093, hereinafter referred to as "**the Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **First Part**;

And

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3000	2	900
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M/s. Glomore Constructions, a partnership firm registered under Indian Partnership Act, 1932, having its office at 4th Floor, Vasundhara Building, Above Indu Arts & Frames, S. V. Road, Vile Parle (West), Mumbai 400056, hereinafter referred to as "**the Confirming Party**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being constituting the said firm, the survivors of them and the heirs, executors, administrators and successors of the last surviving partner and his/her/its assigns) of the **Second Part**;

[Handwritten signatures]

And

MR. RAHUL BIJAI (Through POA SHRI RAMCHANDRA T. BIJAI) AND
MS. SHREYA BIJAI (Through POA MR. GOPAL BABU SUVARNA),
residing / having address at C/401 SUYOG APTS, L. M. ROAD,
DAHISAR (WEST), MUMBAI - 400068, and assessed to Income Tax
under Permanent Account Number (PAN) CBQPB0347G / BGRPS9767E
hereinafter referred to as "**the Purchaser/s**" (which expression shall



it be repugnant to the context or meaning thereof be deemed to
mean and include in case of individuals his/her/their heirs, executors
administrators in case of firm, the partner or partners for the time being
of the said firm, the survivor or survivors of them and the heirs,
executors and administrators of the last surviving partner and in case of
a company its successors and permitted assigns) of the **Third Part**

WHEREAS:-

- (a) By and under a Deed of Conveyance dated 28th March, 2007 (the
"**2007 Conveyance**") and duly registered under no.BDR-
5/6060/2007 with the Sub-Registrar Borivali between (1) Shri
Arvind Vadilal Motasha, (2) Shri Mahesh K. Shah, (2B) Shri Vinod
K. Shah, (2C) Smt. Jayshree M. Shah and (2D) Smt. Meena V.
Shah (executors and trustee as per last will and testament dated
4th October, 1994 of the deceased Smt. Amrutben Gandlal Shah,
since deceased), (3) Smt. Sushilaben K. Shah, (4) Smt. Taraben A.
Motasha, (5) Shri Rahul Motasha, (6) Shri Suvrat Shah, (7) Ms.
Rohini M. Shah, (8) Ms. Jhanvi Shah, (9) Ms. Kaumudi Motasha, of
the One Part and the Confirming Party herein (by its then partners)
of the Other Part, the former sold, transferred and conveyed in
favor of the latter all that piece of land bearing Survey nos.16 (part)
and 19 (part) corresponding to CTS No.170 admeasuring in all
14,117.9 square meters and situated at Akurli Village in the Taluka
of Sion in the Registration District and Sub-district of Mumbai
City and Mumbai Suburban (the "**Larger Property**") more
particularly described in the **First Schedule** hereunder written and
shown on the plan annexed hereto bounded in **BLACK** color and
marked **Annexure "1"** for the consideration and on the terms and
conditions mentioned therein;

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- (b) By and under a Deed of Conveyance dated 31st December, 2009
(the "**2009 Conveyance**") and duly registered under no. BDR-
1689/2010 with the Sub-Registrar Borivali. The Confirming Party
sold, transferred and conveyed to the Promoter and the Promoter

sold, transferred and conveyed to the Promoter and the Promoter purchased and acquired from the Confirming Party, the portion of the Larger Property admeasuring 7,058.95 square meters or thereabouts ("the Property") more particularly described in the **Second Schedule** hereunder written and shown on the plan annexed hereto bounded in RED color and marked Annexure "1" for the consideration and on the terms and conditions mentioned therein;



- (c) The Confirming Party has retained a balance portion of the Larger Property admeasuring 7,058.95 square meters or thereabouts more particularly described in the **Third Schedule** hereunder written and shown on the plan annexed hereto bounded in BLUE color and marked Annexure "1" ("the GC Portion");
- (d) The Confirming Party notionally sub-divided the Larger Property in two more or less equal proportions as shown in the plan annexed hereto and marked as Annexure "1". Accordingly, the Confirming Party and the Promoter have become the Co-owners of the Larger Property, each having more or less one-half undivided share, right, title and interest therein. Both the parties, i.e. the Promoter and the Confirming Party are desirous of developing their respective portion of Property.
- (e) As per the inter se arrangement between the Promoter and the Confirming Party, they have arrived at an understanding for uniform development of their respective portions of the Larger Property i.e. development of the Property by the Promoter and development of the GC Portion by the Confirming Party and the Confirming Party and the Promoter have agreed that all costs, charges and expenses relating to the construction and provision of Shared Area between the Promoter and the Confirming Party (as more particularly mentioned in Sixth Schedule hereunder written and hereinafter referred to as "the Shared Area") on the Larger Property which are not identifiable to or cannot be appropriated to the Promoter for the Property or the Confirming Party for the GC Portion shall be borne and paid by the Promoter and the Confirming Party in equal portion. The Promoter and the Confirming Party jointly have taken the right of way from Mahindra & Mahindra Limited for the said Project under a registered Deed of Grant of Right of Way dated 7th March, 2011, registered under No. BDR2-2098-2011(the "said Deed"). As the Commencement Certificate

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for the GC Portion		

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[Handwritten signatures]



(c) is also in the name of Mr. Premal S. Parekh, who is the erstwhile owner of the Confirming Party as also Property Register Card (PRC) holds in the name of Confirming Party and the name of the Promoter is yet to be incorporated by the Municipal Corporation Greater Mumbai, till that time the CC and PRC are being continued by the Parties jointly.

(f) Under the provisions of the said Deed, it was inter alia agreed between the parties as under :

(i) the Promoter including its successors, survivors and assigns and the persons owning, occupying and possessing the Promoters' property or any part thereof for the benefit of the persons or society owning, occupying and possessing such property and their visitors, agents and servants at all times and from time to time, shall have the Non-Exclusive right to use such way to go, return and pass and re-pass over and across the said Passage, footage or any vehicle or by any other means of transport without affecting existing premises structure and without causing any nuisance or concern to the grantors premises.

(ii) The said Passage shall always be open to sky and the same shall not be covered at any point of time by the Promoter and its successors and assigns and they shall have only the user rights in the said Passage. The Promoter is entitled to transfer the benefit of use of such Passage to the proposed Society / Apex Body to be formed by the Promoter for the benefit of the users and occupiers of its property, however, such proposed Society/Apex Body shall be bound by the terms and conditions of such Deed executed between the Promoter and the grantor and shall also execute the necessary Deed of Adherence or any other document as may be required in the matter.

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(iii) The proposed Society / Apex Body shall also maintain the said Passage at their own costs and expenses till the time they are exclusively using such passage.

(g) The Promoter is constructing on the Property a (residential) building consisting of Stilt plus 3 Podiums plus 36 (Pt) upper floors known as OASIS - TOWER 2 / Wing "B" ("the said Building"). The Stilt

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and 03 level of podium will be common for the said Building and the GC Building as defined in recital (h) below;

- (h) The Confirming Party is constructing on the GC Portion a [residential] building consisting of Stilt plus 3 Podiums plus 36 (Pt) upper floors known as OASIS - TOWER 1 / Wing "A" ("GC Building");
- (i) The Promoter and the Confirming Party have also applied for and obtained the Property Register Cards in respect of the larger Property and the copies whereof are collectively annexed hereto and marked as Annexure "2".
- (j) The Promoter has appointed M/s. S.P. Associates as architects and M/s. Sanghavi & Associates Consultants Pvt. Ltd., as structural consultants for the preparation of the structural designs and drawings of the said Building and the Promoter will continue to take the professional supervision of the architect and the structural engineers till the completion of the said Building;
- (k) The Promoter has got the plans, specifications, elevations, sections and other details of the said Building duly approved and sanctioned from the Municipal Corporation of Greater Mumbai ("MCGM") and has obtained IOD bearing No. CHE/A-4566/ BP (V/S)/AR dated 25.02.2009 and Commencement Certificate bearing No. CHE/A-4566/BP/WS/AR dated 13.04.2010, which has been extended for work comprising of Wing "A" (GC Building) with stilt + 3 Level Podium + 1st to 19th upper floor + LMR + OHT and Wing "B" (the said Building) Stilt + 3 Level Podium + 1st to 19th top of slab level + LMR + OHT as per approved amended plan dated 23.07.2015.
- (l) Though the plans and present approvals as mentioned in Para (k) above, there may be further and other amendments and changes in the Plan as may be required by MCGM and/or concerned authorities and as may be required by the Promoter to be in accordance with the proposed Development Plan accordingly, the amended plans shall be approved and revised and amended IOD / CC in respect of the Project shall be obtained accordingly.
- (m) While sanctioning the plans the MCGM has laid down certain terms, conditions and restrictions which are to be observed and performed by the Promoter while developing the Property and upon



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Plan २३

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The observance and performance of which only the Occupation & Completion Certificate/s in respect of the said Buildings shall be granted by MCGM:

The Purchaser/s demanded from the Promoter and the Promoter has given inspection to the Purchaser/s of all the documents relating to the Property, the approved plans and specifications of the said Building, IOD, CC and such other documents which are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, (the "Act") and the rules made there under and the Purchaser/s is/are fully satisfied with the title of the Promoter in respect of the Property and the Promoter's right to construct and allot various premises in the said Building;

- (o) The copy of the Title Certificate dated 24th day of April, 2010 and 9th November, 2012 are issued by Haridas & Co., Advocates and Solicitors, copy of the IOD and copy of the Commencement Certificate in respect of the premises agreed to be purchased by the Purchaser/s have been annexed hereto and marked as Annexures "3", "4" & "5" respectively;
- (p) The Purchaser/s has/have visited and inspected the site of construction on the Property and has/have seen the said Building being under construction and the Promoter has furnished/given inspection of the documents to the Purchaser/s and wherever applicat's copies of the document to the Purchaser/s relating to the Property, the approved plans and specifications of the said Building, IOD, Commencement Certificate and the title certificate and such other documents which are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("Act") and the rules made there under. The Parties are aware that the Maharashtra Housing (Regulation & Development) Act, 2012 ("New Act") has already been promulgated and Presidential assent has also been obtained and is awaiting notification for it to become fully effective. So far as the provisions of the New Act which have come into effect, all the reference to the Act so far as the same correspond to the provisions of the New Act, which have come into effect shall be construed as reference to the New Act. Upon the balance provisions of the New Act becoming operative, all the reference to such other provisions of the Act shall be constructed as the reference to such balance provisions of the New Act and all

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the rights and obligations of the Parties under this Agreement shall be governed under the New Act, irrespective of whether the New Act was in fact in force at the time of execution of this Agreement. The Purchaser/s is/are fully satisfied with the title of the Promoter in respect of the Property and further in respect of the Premises (defined hereinbelow) and the Promoter's right to construct, allot and sell various premises in the said Building. The Purchaser/s confirm/s that the Purchaser/s waive/s his/he/its/their right to further investigate or raise any objection to the title of the Promoter to the Property.



(q) The Promoter has informed the Purchaser/s that the Promoter entered into / will be entering into separate agreements with other purchasers for the sale/allotment of flats in the said Building being constructed on the Property.

(r) The Purchaser/s being fully satisfied in respect of the title to the Property and all permissions, plans etc. and all the representations made by the Promoter and rights of the Promoter to develop the Property, and has approached the Promoter and applied for allotment of Flat No. 2106 admeasuring 87.89 square meters carpet area on the 21st residential floor (hereinafter referred to as "the Flat") in the said Building to be / being constructed on a portion of the Property and more particularly described in the **Fourth Schedule** hereunder written and shown in the floor plan annexed hereto and marked as Annexure "6" along with an exclusive amenity attached to the Flat being ONE car parking space/s in the said Building subject to the location of the said car park being finalized as stated below (hereinafter referred to as "the **Car Parking Space/s**") more particularly described in the Fourth Schedule hereunder written. The Flat and the Car Parking Space/s are hereinafter collectively referred to as "the Premises". It is clarified that the Car Parking Spaces have been identified by the Promoter for the ease of systematic parking of vehicles and to avoid any confusion whilst parking their vehicles by the Purchaser/s of various units in the said Building.

[Handwritten initials]

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The Purchaser/s hereby acknowledge/s and agree/s that the aforesaid carpet area of the Flat may vary as a result of physical variations due to structural members" up to 3 % of the carpet area.

(s) The Promoter has agreed to sell and allot to the Purchaser/s the Flat on ownership basis and the Purchaser/s has/have agreed to



purchase from the Promoter the Flat for a total consideration of Rs. 33,29,800/- (One Crore Thirty Three Lakh Twenty Nine Thousand Eight Hundred Rupees Only) and on the terms and conditions as hereinafter appearing. The Promoter is aware that the Car Parking Space/s is/are an exclusive amenity attached to the Flat for his / her / their exclusive use and that the Flat and the Car Parking Space/s shall at all times be held by the Purchaser/s as one composite unit.



(t) The Purchaser/s hereby expressly confirm/s that he/she/it/they has/have entered into this Agreement with full knowledge, application, effect etc. of various terms and conditions contained in the documents, plans, orders, schemes including the rights and entitlements available to and reserved by the Promoter contained in this Agreement.

It is certified by the Promoter that the said building plans and the layout plans though approved by MCGM, are tentative and are liable to be changed and / or revised or amended as per the requirements of the Promoter and / or as may be ultimately approved / sanctioned by MCGM and other concerned public bodies and authorities. The Promoter reserves the right to do so without obtaining any consent / permission / approval from the Purchaser/s and this right of the Promoter is acknowledged and accepted by the Purchaser/s.

(v) The rights of the Purchaser/s under this Agreement, unless otherwise specified, are restricted to the Flat hereby agreed to be purchased by the Purchaser/s from the Promoter as stipulated herein.

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

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R.C.E.E.	

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

1. DEFINITIONS AND INTERPRETATION:

Definitions:

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In this Agreement, unless repugnant to the context, the following terms shall have the following meanings:

- (a) **"Agreement"** shall mean this Agreement for Sale together with Schedules and Annexures hereto and any other deed and /or document executed in pursuance hereof.
- (b) **"Organisation / Apex Body"** shall mean the Apex Body to be formed in the manner contemplated here below in Clause 13.
- (c) **"Approvals"** shall mean all licenses, permits, approvals, sanctions and consents obtained/ to be obtained from the competent authorities to develop the GC Portion and/or the Project including but not limited to approved plans for the same and those licenses, permits and consents mentioned in the recitals hereto.
- (d) **"Carpet Area"** shall mean the carpet area of the Premises as mentioned in this Agreement. Such carpet area is subject to tolerance of +/- 3% on account of structural, design and construction variances.
- (e) **"Common Areas and Facilities"** shall mean the common areas and amenities as are available to and /or in respect of the Premises / said Building / Project, as the case may be and more particularly mentioned in Annexure "7" annexed hereto.
- (f) **"Contribution"** shall mean the amounts payable by the Purchaser/s in respect of the Premises towards deposits, water connection charges, electricity charges, connection charges, gas connections charges, internet deposits, telephone connection deposits, Service Charges, LBT, GST, MVAT charges, etc..
- (g) **"FSI"** means Floor Space Index (including the fungible and / or premium FSI) as defined under the DCR.
- (h) **"Liquidated Damages"** shall mean an amount equivalent to 3% of the Total Consideration as defined under this Agreement.



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(i) "Project" shall mean the construction and development of the Property to be known as OASIS.

(j) "Restricted Area and Facilities" The Promoter shall be entitled to declare all areas other than common areas and facilities as restricted areas and alienate and dispose off the same in such manner as the Promoter thinks fit and proper.



"said Building" shall mean residential building known as Oasis - Tower 2 / Wing "B", comprising of one wing/s and each wing comprising of Stilt plus 3 Podium plus 36 (Pt) residential floors, being constructed on the Property and any other or further buildings either residential and/or commercial being or proposed to be constructed or developed on the Property. The term said Building shall also include the amenity or service or such other building or structures or otherwise required to be constructed by the Promoter.

(l) "Sanctioning Authorities" means the Municipal Corporation of Greater Mumbai and/or any other concerned authority.

(m) "the Car Parking Space/s" means an exclusive amenity attached to the Flat being one car parking space/s in the said Building subject to the location of the Car Parking Space/s being finalized as stated below and more particularly described in the Fourth Schedule hereunder written.

(n) "the Flat" means Flat No. 2106 admeasuring 87.89 square meters carpet area on the 21st floor of the said Building more particularly described in the Fourth Schedule hereunder written and shown delineated by a red coloured boundary line on the floor plan annexed hereto and marked as Annexure "6"

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"the Larger Property" means all that piece of land bearing Survey nos.16 (part) and 19 (part) corresponding to CTS No.170 admeasuring in all 14,117.9 square meters and situated at Akurli Village in the Taluka of Salsette in the Registration District and Sub-district of Mumbai City and Mumbai Suburban (the "Larger Property") more particularly

described in the First Schedule hereunder written

- (p) "the Premises" means the Flat and the Car Parking Space/s.
- (q) "the Property" means a portion of the Larger Property admeasuring approximately 7,058.95 square meters on which the Project is to be constructed by the Promoter for free sale and more particularly described in the Second Schedule hereunder written.
- (r) "Total Consideration" shall mean the amounts payable/agreed to be paid by the Purchaser/s for purchase of the Flat to the Promoter as set out in Clause 6 herein below.
- (s) "TDR" means Transferable Development Rights as defined under the DCR.

2. INTERPRETATION AND CONSTRUCTION:

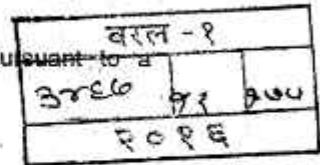
Unless the context otherwise requires:

2.1 All references in this Agreement to statutory provisions shall be construed as meaning and including references to:-

- (i) Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- (ii) All statutory instruments or orders made pursuant to a statutory provision; and
- (iii) Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.

2.2 Any reference to the singular shall include the plural and any reference to the plural includes the singular, and words imparting the masculine gender shall include the feminine gender and neutral gender and vice versa.

2.3 The expression "month" and "year" shall be to the calendar month



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and calendar year.

- 2.4 Reference to „days" or „dates" which do not fall on a working day, shall be construed as reference to the day or date falling on the immediately subsequent working day.



References to person(s) shall include body(ies) corporate, unincorporated association(s), partnership(s), trusts, Hindu undivided family(ies), sole proprietorship concern(s) and any organization or entity, whether incorporated or not.

- 2.6 The headings in this Agreement are for convenience of reference only and shall not be taken into consideration in the interpretation or construction thereof.
- 2.7 Any reference to a clause, sub-clause or schedule is reference to the clause, sub-clause or schedule hereto.
- 2.8 References to recitals, clauses, schedules and annexures unless expressly provided shall mean reference to recitals, clauses, schedules and annexures of this Agreement and the same shall form an integral part of this Agreement.
- 2.9 Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- 2.10 The words "include" and "including" are to be construed without limitation. Any reference to the masculine, the feminine and the neutral shall include each other.

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The Purchaser/s confirm/s and warrant/s that the Liquidated Damages is a genuine pre-estimate of the loss or damage that is likely to be suffered by the Promoter on account of breach of the terms of this Agreement by the Purchaser/s. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Promoter, the ability or inability of the Promoter to resell the Premises, among others. The Purchaser/s waive/s his/her/its/their right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.

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2.12 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next working day.

2.13 The Promoter and the Purchaser/s are hereinafter, for sake of brevity and wherever the context so requires, individually referred to as "Party" and collectively referred to as "Parties".

3. DISCLOSURES AND TITLE:

3.1 The Purchaser/s hereby declare/s and confirm/s that prior to the execution of this Agreement, the Promoter has made complete disclosure of the title to the Property and the Purchaser/s has/have taken full, free and complete disclosure of the title of the Promoter to the Property and the Purchaser/s has/have taken full, free and complete inspection of all relevant documents and has also satisfied himself / herself / themselves of the particulars and disclosures of the following:-

- (i) Nature of the Promoter's right, title and interest to the Property and the development thereof and the encumbrances thereon, if any;
- (ii) The drawings, plans and specifications duly approved and sanctioned by MCGM in respect of the said Building;
- (iii) Nature and particulars of fixtures, fittings and amenities to be provided in the said Building and the Flat, which are as more particularly mentioned in the Annexure "7" annexed hereto;
- (iv) All particulars of the designs and materials to be used in the construction of the Premises and the said Building;

(v) The nature of the Organisation to be constituted of the purchaser/s / acquirer/s of the premises / flats in the said Building to which the title in respect of the Property is to be passed, being either of the Co-operative Housing Society to be governed by the provisions of the Societies Act or Condominium or an Association of Apartment Owners that may be formed under the provisions of the Maharashtra Apartment Ownership Act, 1970 ("MAO Act") or any other Association / Body as the Promoter may decide and direct in



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- its sole and absolute discretion;
- (vi) The Approvals obtained and to be obtained in relation to the Property and/or the development thereof; and
- (vii) The various amounts and deposits that are to be paid by the Purchaser/s including towards maintenance charges, legal charges, betterment charges, revenue, assessment, municipal and other cess and taxes, including MVAT, service tax, LBT etc. water, electricity and other services connections, stamp duty, registration charges, premium, penalties and other outgoings.



3.2 The Purchaser/s further confirm/s and warrant/s that the Purchaser/s has/have satisfied himself/herself/itself/themselves in respect of the title of the Property as well as encumbrances, if any, including any right, title, interest or claim of any other party to or in respect of the Property and waives his/her/its/their right to raise any queries or objections in that regard. The Purchaser/s further confirm/s that the Purchaser/s was/were provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions hereof. The Purchaser/s further confirm/s that the queries raised by him/her/it/them with regard to the Premises, the said Building, the Project and the terms hereof have been responded to by the Promoter. The Purchaser/s confirm/s that the Purchaser/s has/have been suitably advised by his/her/its/their advisors and well-wishers and that after fully understanding and accepting the terms hereof, the Purchaser/s has/have decided and agreed to enter into this Agreement.

4. PLANS:

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The Promoter shall construct the said Building on the Property forming part of the Project known as "OASIS" in accordance with the plans, drawings, designs and specifications currently approved by the Sanctioning Authorities.

4.2 The Purchaser/s hereby give/s his/her/its/their express consent to the plans, drawings, designs and specifications for the said Building and to such modification as may be required to be made to the same as the Promoter may consider necessary or as may be required by the Sanctioning Authorities / the Government to be

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made in them. This shall operate as an irrevocable consent of the Purchaser/s to the Promoter for carrying out such changes in the building plans, drawings, designs and specifications.



5. **AGREEMENT:**

5.1 The Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s the Flat bearing No. 2106 admeasuring 87.89 square meters carpet area ("the Flat") on the 21st residential floor in the said Building known as **Tower 2 / Wing "B"** more particularly described in the Fourth Schedule hereunder written and shown delineated by a red colored boundary line on the floor plan annexed hereto and marked as Annexure "6", for Total for Total Consideration of **Rs. 1,33,29,800/- (One Crore Thirty Three Lakh Twenty Nine Thousand Eight Hundred Rupees Only)** including the proportionate price of the Common Areas and Facilities appurtenant to the Flat, the nature, extent and description of the Common Areas and Facilities which are more particularly mentioned in the Annexure "7" annexed hereto subject to the terms and conditions mentioned herein or in the Approvals issued or granted by the Sanctioning Authorities. The Promoter has also allotted to the Purchaser/s an exclusive amenity attached to the Flat being ONE car parking space/s in the said Building subject to the location of the Car Parking Space/s being finalized as stated below ("the said Car Parking Space/s") and described in the Fourth Schedule hereunder written. It is clarified that the Car Parking Spaces will be identified by the Promoters for the ease of systematic parking of vehicles and to avoid any confusion whilst parking their vehicles by the purchasers of various units in the said Building.

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5.2 The Purchaser/s hereby acknowledge/s that the location of the Car Parking Space/s which has/have been allotted under this Agreement is/are an exclusive amenity attached to the Flat shall be finalized latest by the time possession of the Flat is handed over to the Purchaser/s and that the Flat and the Car Parking Space/s shall at all times be held by the Purchaser/s as one composite unit.

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6. **PAYMENTS:**

6.1 The Purchaser/s has/have paid to the Promoter a sum equivalent to **51.00%** a sum of **Rs. 67,98,198/- (Sixty Seven Lakh Ninety Eight**

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Thousand One Hundred Ninety Eight Rupees Only) has been paid out of the Total Consideration of Rs. 1,33,29,800/- (One Crore Thirty Three Lakh Twenty Nine Thousand Eight Hundred Rupees Only) (the payment and receipt whereof the Promoter do hereby admit and acknowledge and acquit, release and discharge the Purchaser/s from the payment and receipt thereof and every part thereof) being the earnest money / part consideration on or before the execution of this Agreement and agrees to pay the balance sum of Rs. 65,31,602/- (Sixty Five Lakh Thirty One Thousand Six Hundred Two Rupees Only) in the following manner for the above said "the Flat", time being of the essence of this Agreement.



Sl. No.	Amount Due (In Rs.)	Activity
1	-	Earnest Money
2	-	On Completion of Excavation or Piling
3	-	On Completion of Plinth
4	-	On Completion of Podium 3
5	-	On Completion of 1st Slab
6	-	On Completion of 3rd Slab
7	-	On Completion of 5th Slab
8	-	On Completion of 7th Slab
9	-	On Completion of 9th Slab
10	-	On Completion of 11th Slab
11	3,99,894	On Completion of 13th Slab
12	3,99,894	On Completion of 15th Slab
13	3,99,894	On Completion of 17th Slab
14	3,99,894	On Completion of 19th Slab
15	3,99,894	On Completion of 21st Slab
16	3,99,894	On Completion of 23rd Slab
17	3,99,894	On Completion of 25th Slab
18	3,99,894	On Completion of 27th Slab
19	3,99,894	On Completion of 29th Slab
20	3,99,894	On Completion of 31st Slab
21	3,99,894	On Completion of 33rd Slab
22	3,99,894	On Completion of 35th Slab
23	3,99,894	On Brickwork
24	2,66,596	On Door & Windows Fixing

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25.	2,66,596	On Flooring
26	2,66,596	On Internal Plaster
27	2,66,596	On Sanitary Fittings & Plumbing
28	2,66,596	On Possession
	65,31,602	Total

Provided that any deduction of an amount made by the Purchaser/s on account of Tax Deduction at Source ("TDS") as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter, only upon Purchaser/s submitting the original deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site.



Provided further that at the time of handing over the possession of the Flat, if any such certificate is not produced, the Purchaser/s shall pay equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Purchaser/s producing such certificate within 4 (four) months of the possession. Provided further that in case the Purchaser/s fail/s to produce such certificate within the stipulated period of the 4 (four) months, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Purchaser/s.

6.2 The Total Consideration is exclusive of any sums or amounts and is further excluding cess, levies, fees, deposits, outgoing and maintenance charges, taxes such as MVAT, service tax, LBT etc. or premiums of any nature whatsoever as are or may be applicable and/or payable hereunder or in respect of the Premises or otherwise, now or in future. The Purchaser/s confirm/s and agree/s that all sums taxes, cess, levies, fees, premiums, deposits and outgoing and maintenance charges shall be solely borne and paid by the Purchaser/s and the Purchaser/s agree/s to pay the same when due or demanded, without any demur, objection or set off.

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6.3 In addition to the above, the Purchaser/s shall also bear and pay such charges, fees, expenses as may be fixed by the Promoter and also the taxes as may be applicable for utilizing the additional facilities and amenities as specified in the Annexure "7", viz. swimming pool, Club House, gymnasium and other structures for the

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purpose of sports or recreation activities, etc. as provided in the said Building / Project.

6.4 It is specifically agreed that the Promoter has agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser/s that the Purchaser/s shall:



(i) make payment of the installments as mentioned hereinabove, to the Promoter from time to time without any delay or demur for any reason whatsoever, time being of the essence;

(ii) observe all the covenants, obligations and restrictions stated in this Agreement; and

(iii) any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this Agreement by the Purchaser/s.

6.5 It is specifically agreed that the Total Consideration is a composite price without there being any apportionment.

6.6 The Purchaser/s hereby agree/s and undertake/s that he/she/it/they accords his/her/its/their irrevocable consent that any payment made by the Purchaser/s to the Promoter hereunder shall, notwithstanding any communication to the contrary be appropriated in the manner below:

(i) firstly, towards taxes and other statutory dues in relation to the Premises and/or this Agreement;

(ii) secondly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration;

(iii) thirdly, towards interest on the amounts (including Total Consideration) payable hereunder;

(iv) fourthly, towards the charges and other amounts payable hereunder; and

(v) finally towards Total Consideration.

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Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser/s, with regard to appropriation / application of the payments made hereunder shall be valid or binding upon the Promoter.

6.7 The aforesaid payments shall be made by the Purchaser/s within 10 days of notice in writing by the Promoter to be given as hereinafter mentioned.

7. **OBLIGATIONS OF THE PROMOTER:**

7.1 The Promoter shall construct the said Building in accordance with the plans, designs, specifications that are approved by the Sanctioning Authorities and with such variations and modifications as the Promoter may consider necessary and/or convenient and/or as may be required by the Sanctioning Authorities and/or any other concerned authority/s to be made by them. The Promoter shall be entitled to make such changes in the building/s plans as may be required by the Sanctioning Authorities and as the Promoter may from time to time determine and as may be approved by the Sanctioning Authorities and the Purchaser/s hereby agree/s to the same. This shall operate as an irrevocable consent of the Purchaser/s to the Promoter for carrying out construction as per the proposed plans and such changes in the building/s plans as may be necessary for the effective fulfillment of the same. It is clarified that in the event, the final area of the Flat is more than the area agreed to be provided, the Purchaser/s agree/s and undertake/s to pay additional consideration to the Promoter for such excess area on pro rata basis, based on the Total Consideration stated in Clause 6.1 hereinabove. The price of the Flat is based on the price of the building materials such as cement, steel, bricks, timber etc. and labour charges ruling as on to-day, however, during the progress of work, increase in the price of any of these materials used in the construction work and/or labour charges takes place on account of any reason of Force Majeure, statutory or otherwise, the cumulative effect of such increase as assessed by the architect shall be debited to the Promoter's account who shall pay the same on demand. The decision of the Promoter in this regard shall be final and binding on the Purchaser/s. The increase in the price of building materials and labour charges may be charged and recovered by the Promoter from the Purchaser/s with any one or more installments or separately. The Purchaser/s hereby agree/s and undertake/s to pay such amounts to the Promoter within 10 (Ten) days from the receipt of the demand in writing in that regard, time being of the essence.



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7.2 The Promoter agrees to observe, perform and comply with all the



terms and conditions, stipulations and restrictions, if any, which may have been imposed by the Sanctioning Authorities at the time of sanctioning the plans or thereafter and shall before handing over possession of the Flat to the Purchaser/s, obtain from the concerned authority the occupation certificate in respect of the Flat.

7.3 The Promoter hereby agrees that it shall, before handing over possession of the Flat to the Purchaser/s and in any event before causing execution of the lease/ conveyance of the Property in favour of the Organization to be formed by the purchasers of premises in the said Building that may be constructed on the Property make full and true disclosure of the nature of its title to the Property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the Property and shall as far as practicable, ensure that the Property is free from all encumbrances and shall complete its title to the Property so as to cause the lease / conveyance of the Property in favour of the Organization.

8. LOAN AGAINST THE PREMISES:

8.1 It is hereby further expressly agreed that notwithstanding that the Purchaser/s approach/es / has/have approached any bank / financial institution / or any other lender (hereinafter referred to as "the Lender") for availing of a loan in order to enable the Purchaser/s to make payment of the Total Consideration or part thereof in respect of the Premises to the Promoter and/or mortgaged / mortgages the Premises with the Lender (which is to be subject to issuance by the Promoter of a no-objection letter in favour of the Lender) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser/s to ensure that the timely payment of the Total Consideration or the part thereof

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and/or the amounts payable hereunder. Further, the Promoter shall not be liable or responsible for the repayment to the Lender of any such loan amount or any part thereof taken by the Purchaser/s. All costs in connection with the procurement of such loan and mortgage of the Premises and payment of charges to the Lender shall be solely and exclusively borne and incurred by the Purchaser/s. Notwithstanding the provisions hereof, it is clarified that until all the amounts (including Total Consideration, Contribution, outgoings and maintenance charges and property tax and other taxes) payable hereunder have not been paid, the

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 2. Initials "R.M.". *Handwritten number "14" next to it.*
 3. A signature that appears to be "V".

Promoter shall have a lien on the Premises to which the Purchaser/s has/have no objection and hereby waives his/her/its/their right to raise any objection in that regard.

8.2 The Purchaser/s hereby expressly agree/s that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser/s, subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Premises in any manner whatsoever without obtaining the prior written permission of the Promoter and the Lender. The Promoter shall not be liable or responsible for any of the acts of omission or commission of the Purchaser/s which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser/s to inform the Organisation / Apex Body about the lien / charge of such Lender and the Promoter shall not be liable or responsible for the same in any manner whatsoever.

8.3 The Purchaser/s shall indemnify and keep indemnified the Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages, actions and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that the Lender may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser/s of the terms and conditions governing the said loan in respect of the Premises. Notwithstanding the provisions hereof, the Purchaser/s hereby agree/s and undertake/s that the Promoter shall have first lien/charge on the Premises towards all the claims, costs, charges, expenses and losses etc. of the Promoter and the Purchaser/s further undertake/s to reimburse the same to the Promoter without any delay, default or demur.



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9. DEFAULT BY THE PURCHASER/S AND THE CONSEQUENCES:



On the Purchaser/s committing default in payment on due date (time being the essence of contract) of any amount due and payable by the Purchaser/s to the Promoter under this Agreement (including the Purchaser's/s" share of Contribution as mentioned hereinafter) and/or on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at its own option to terminate this Agreement.

9.2 Provided always that the power of termination hereinbefore contained shall without any reference or recourse to any judicial authority however such power shall not be exercised by the Promoter unless and until the Promoter shall have given to the Purchaser/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of installments and interest thereof, if any) of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within a period of 15 (fifteen) days after giving of such notice.

9.3 Provided further that upon termination of this Agreement as aforesaid, 3% of the Total Consideration towards Liquidated Damages will stand ipso facto forfeited without any reference or recourse to the Purchaser/s and the Promoter shall refund to the Purchaser/s the remaining amount of sale price of the Premises which may till then have been paid by the Purchaser/s to the Promoter but the Promoter shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of this Agreement and upon offer of refund of the aforesaid amount (after taking into account the forfeited amount) by the Promoter, (whether acceptable and realized by the Purchaser/s or not) the Promoter shall be at liberty to dispose off, sell or allot the Premises to such person and at such price as the Promoter may in its absolute discretion think fit and proper without any recourse or notice to the Purchaser/s for the same. On termination of this Agreement, the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the

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Promoter or against the Premises or under this Agreement and for that the Promoter is hereby irrevocably authorized to comply with all the formalities for execution and registration of Deed of Cancellation. The Purchaser/s further agrees that in view of the cancellation as aforesaid, the Purchaser/s will not have any claim against the Promoter in respect of the Premises or arising out of this Agreement and the Promoter will be entitled to deal with and dispose off the Premises as the Promoter may deem fit and proper at its sole discretion to any third party without any recourse of notice to the Purchaser/s for the same.



9.4 If the Purchaser/s in order to augment the resources in his/her/its/their hand for the purpose of payment of consideration amount to the Promoter under this Agreement, seeks a loan from the Lender against the security of the Premises subject to the consent and approval of the Promoter, then in the event of (a) the Purchaser/s committing a default of the payment of the installments of the consideration amount as mentioned herein; and (b) the Promoter exercising its right to terminate this Agreement, the Purchaser/s shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser/s shall obtain the necessary letter from such Lender stating that the Purchaser/s has/have cleared the mortgage debt. On receipt of such letter from the Lender, the Purchaser/s shall be (subject to what is stated in Clause 9.3 regarding the forfeiture) entitled to the refund of the amount so paid by him/her/it/them to the Promoter towards the Premises. Notwithstanding all that is stated hereinabove it shall always be obligatory on the part of the Purchaser/s to pay the installments of the consideration amount as and when due under the terms of this Agreement irrespective of the fact that the Purchaser/s has/have applied for the loan to the Lender and further irrespective of the fact that the said loan are under process and sanction is awaited and/or is rejected.

10. **FIXTURE/FITTINGS AND FACILITIES/AMENITIES:**

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The Promoter will provide the fixtures, fittings, facilities and amenities in the said Building and the Flat as more particularly mentioned in Annexure "7" annexed hereto.

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11. **RIGHTS OF PROMOTERS:**

11.1 It is expressly agreed that the right of the Purchaser/s under this Agreement is only restricted to the Premises agreed to be sold by the Promoter to the Purchaser/s and all other premises shall be the sole property of the Promoter and the Promoter shall be entitled to sell or deal with the same without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever.



11.2 The Promoter shall be at liberty and be entitled to amend the layout plan of the Larger Property and the Property, the building plans, other Approvals for, including but not limited to:-

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

11.3 The Purchaser/s and/or the Organisation and/or the Apex Body shall not have any objection to the aforesaid and the Purchaser/s do/does hereby grant his/her/its/their irrevocable consent to the Promoter to carry out the necessary acts, deeds, matters and things.

11.4 The Purchaser/s hereby grant/s his/her/its/their irrevocable authority, permission and consent to the Promoter that the Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell or allot or otherwise dispose off any part or portion of the buildings constructed on the Property including the terraces, basement, open spaces, garden area and to permit the same to be utilized for any purpose by anyone. The

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Promoter shall have the absolute right to deal with and dispose off any of the areas in the Property and/or the said Building or appurtenant thereto including for any purpose and shall be entitled to obtain change of user thereof at the discretion of the Promoter.

11.5 It is hereby expressly agreed that the Promoter shall always be entitled to sell the premises/flats in the said Building for the purpose of using the same for any purpose including as guest houses, dispensaries, nursing homes, maternity homes, shops, consulting rooms, banks, coaching classes, training centers, community halls

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or for any other user as may be permitted by the Sanctioning Authorities and the purchasers thereof shall be entitled to use such premises purchased by them accordingly and similarly the Purchaser/s shall not object to the use of the said premises for the aforesaid purposes by the respective purchasers thereof.

11.6 Hereafter, if any further FSI is permitted to be utilized on the Property in accordance with the applicable law, the same shall inure for the benefit of the Promoter alone. If the FSI in respect of the Property increased by the Sanctioning Authorities and/or additional construction is possible on the Property on account of transfer of development rights available for being utilised otherwise and/or if the Sanctioning Authorities permit the construction of additional floors/wing or building/s, then in such event, the Promoter alone shall be entitled to construct such building by adding floors vertically or otherwise as per the revised building/s plans. The Purchaser/s expressly consent/s to the same as long as the total area of the Flat is not reduced. This consent shall be considered to be the Purchaser"s/s" consent as contemplated by Section 7 (1) (i) & (ii) of the Act.

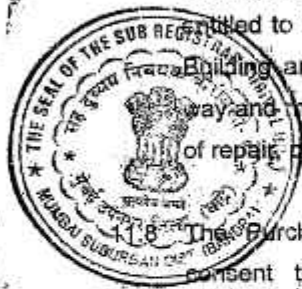
11.7 The Promoter shall always have a right to get the benefit of additional FSI by whatever name called for construction from Sanctioning Authorities and also to make the additions, alterations, raise storeys or put up additional structures as may be permitted by Sanctioning Authorities and other competent authorities and such additions, structures and storeys will be the sole property of the Promoter alone who will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. to which the Purchaser/s shall not have right to object and it is expressly agreed that the Promoter shall be entitled to put a hoarding or give on lease site for pager station, cell base station and telecom towers on the Property or on the said Building or any part thereof including the terrace and the said hoardings may be illuminated or comprising of neon sign and for that purpose the Promoter is fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the said Building as the case may be and the Purchaser/s agree/s not to object or dispute the same. The Purchaser/s shall not be entitled to raise any objection or claim or any abatement in the price of the



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Fiat agreed to be acquired by him/her/them and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoter. The Promoter shall be entitled to install its logo in one or more places in or upon the said Building and the Promoter reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo or otherwise.



The Purchaser/s agree/s and give/s his/her/its/their irrevocable consent to the Promoter for carrying out the amendments, alterations, modifications and/or variations to the entire scheme of development in respect of the Property and/or to the further building/s plans, if any, in respect of one or more wing or wings and/or building or buildings to be developed and/or constructed (whether envisaged at present or not). The Purchaser/s hereby irrevocably agree/s not to obstruct and/or raise any objections whatsoever and/or interfere with the Promoter for carrying out amendments, alterations, modifications and/or variations as aforesaid.

11.9 Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate or appoint any person ("**project management agency**") to manage the operation and maintenance of the said Building, premises and the infrastructure, common amenities and facilities of the Property, for a period of at least 3 years after the Property is developed and if the Organisation /Apex Body approves, for any subsequent periods. The Promoter shall have the authority and discretion to negotiate with such project management agency and to enter into and execute a formal Agreement/s for maintenance and management of infrastructure with it/them. The Promoter may enter into other related agreements with any other company or organisation as may be necessary for effective, full and efficient management of the infrastructure, common amenities and facilities of the Property.

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11.10 In such event, the Purchaser/s agree/s to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the project management agency, including without limitation, payment of the Purchaser's/s' share of the service charges that may become payable with respect to the operation and maintenance of the said Building, the Common Areas and Facilities more particularly mentioned in Annexure "7" annexed hereto.

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11.11 The Promoter shall always have the right and be entitled to purchase and acquire TDR from the market and consume the same on the Property or any part thereof and construct additional floors, make alterations and deal with the same in the manner the Promoter deems fit and proper and the Purchaser/s hereby irrevocably consent/s to the rights of the Promoter mentioned above as well as the rights of the Promoter to revise and modify said Building/s plans from time to time.



11.12 The Purchaser/s is/are fully aware that the terrace above the top floor of the said Building and any other terrace shall exclusively and absolutely belong to the Promoter and/or its nominees or assigns and over which none of the purchaser of the premises in the buildings shall have any right, title, interest or share. The Promoter shall always be entitled to in its own right and absolute discretion to use, occupy, possess, enjoy or otherwise deal with the said terrace as it deem fit and proper. The aforesaid terrace shall always be deemed to be excluded from the Common Areas and Facilities and this restriction shall be specifically incorporated in the transfer documents in favour of the Organization.

11.13 In the event of the Organisation (formed either in terms of Clause 13.2 (i) or (ii)) being formed and registered before the sale and disposal by the Promoter of all the premises in the said Building, the power and authority of the Organisation so formed or that of the Purchaser/s and the purchasers of other premises in the said Building shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the said Building, depending upon the Organisation formed in terms of Clause 13.2 (i) or (ii), the construction and completion thereof and all the amenities pertaining to the same and in particular the Promoter shall have the absolute authority and control as regards the unsold premises and the disposal thereof. The Promoter shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold premises in the said Building. In case the Organisation is formed before the disposal by the Promoter of all the premises then the Promoter shall at its option (without any obligation) join in as a member in respect of such unsold premises and as and when such premises are sold, the Organisation shall admit such purchaser as the member/s without charging any premium or extra payment.

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11.14 The Promoter shall have the overall authority and control in respect of any of the matters concerning the said Building, the construction and completion thereof and all the amenities pertaining to the same and in particular the Promoter shall have the absolute authority and control as regards the unsold premises and the disposal thereof. The Promoter shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold premises in the said Building and the Promoter shall at its option (without any obligation) join in as a member in respect of such unsold premises and as and when such premises are sold, the Society shall admit such purchaser as the member/s without charging any premium or extra payment.



11.15 Till the entire development of the Project is completed, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, car parking spaces, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the Property and the Purchaser/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.

11.16 The Purchaser/s is/are aware that the Promoter (either itself or through its affiliates or in joint venture with any parties) will be developing the Project on such terms and conditions as the Promoter may deem fit and shall be entitled to all the benefit of FSI or any such entitlements for the beneficial and optimum use and enjoyment of the same in such manner as the Promoter deem fit and the Promoter shall be entitled to grant, offer, upon or in respect of any portion of the Property, to such affiliates, co-developer or the joint venture, all such rights, benefits, privileges, easements etc.

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including right to draw from or connect to all drains, sewers, water, electricity, telephone connections and/or installations and/or other services in the Property right to use and enjoy all the amenities and facilities provided and/or agreed to be provided in the Property and the said Building for the more beneficial and optimum use and enjoyment of other areas forming part of the Property in such manner as may be desired by the Promoter and the Purchaser/s expressly and irrevocably consent/s to the same.

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11.17 The Promoter shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the Property as well as Project and/or the said Building, provided that the same does not in any way materially prejudice the right of the Purchaser/s in respect of the Premises.

11.18 The Promoter shall be entitled to make variations in the lay-out, amenities and specifications, re-locations, water, power, sewage, telephone and other service and utility connection, facilities and underground water tanks, pumps, recreation areas, club house and their dimension as the Promoter deems fit and as may be required by the concerned statutory authority.



11.19 In the event the Promoter has paid or is required to pay any amount by way of premium, betterment charges, development charges etc. to any Sanctioning Authority or other authority, the same shall be reimbursed by the Purchaser/s to the Promoter in proportion to the Carpet Area wherever applicable of the Flat or otherwise as may be determined by the Promoter. Non-payment of the same shall constitute a breach of this Agreement.

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

12. POSSESSION:

12.1 The possession of the Flat shall be delivered to the Purchaser/s after the Flat is ready for use and occupation provided all the amounts due and payable by the Purchaser/s under this Agreement and the stamp duty and registration charges in respect of the Flat are duly paid by the Purchaser/s. The Promoter shall endeavor to give possession of the Flat to the Purchaser/s on or before **March 2018** excluding a grace period of 6 months and further subject to force majeure and other factors as specified herein.

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12.2 If the Promoter fails or neglects to give possession of the Flat to the Purchaser/s on the above referred date (subject to grace period of

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6 months (and force majeure) or within any further date or dates as may be mutually agreed between the parties hereto, then in such case the Purchaser/s shall be entitled to give notice to the Promoter terminating this Agreement, in which event the Promoter shall within 60 days from the receipt of such notice, refund to the Purchaser/s the amount of deposit or earnest money and the further amounts, if any, that may have been received by the Promoter from the Purchaser/s as installments in part payment in respect of the Premises along with the simple interest at the rate of 9% per annum from the date the Promoter receives such amounts till the date the amounts and the interest thereon is repaid. The Promoter shall refund the above mentioned amount in respect of such termination and upon such termination neither party shall have any further claim against the other in respect of the Premises or arising out of this Agreement and the Promoter shall be at liberty to dispose off the Premises to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit and proper at its sole discretion.

12.3 If as a result of any legislative order or regulation or direction or the non-receipt of the any relevant Approvals from the Government or public authorities or for a reason beyond the control of the Promoter or its agent, the Promoter is unable to provide the Flat for fit-outs or complete the said Building and/or give possession of the Flat to the Purchaser/s in the time as mentioned in Clause 12.1 above, the Promoter may by notice in writing terminate this Agreement and the only responsibility and liability of the Promoter in such an event will be to pay over to the Purchaser/s such consideration as may have been paid by the Purchaser/s with simple interest thereon @9% from the date of receipt of payment of each installment to the date of notice of termination by the Promoter. The repayment of such amounts shall be made by the Promoter in 6 equal monthly installments and the first of such installment shall commence from the expiry of the 1st month in which the cancellation/termination takes place.

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

- (i) force majeure;

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- (ii) non-availability of steel, cement, other building material, water or electric supply;
- (iii) non-payment or delayed payment of instalments by the Purchaser/s;
- (iv) labour problems, shortage of water supply or electric power or by reason of any war, civil commotion, act of God if non-delivery of possession is as a result of any notice, order, sale or notification of the government and/or any other public competent authority or Sanctioning Authorities or of the court or on account of delay in issuance of NOC's, licenses, Approvals, occupation certificate etc. or non-availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the Promoter;
- (v) any change in the Development Control Regulations for Greater Mumbai, 1991;
- (vi) any additional grant of FSI / TDR which may entail increasing the number of floors;
- (vii) economic hardship;
- (viii) delay in receipt of documents and/or Approvals;
- (ix) other reasonable cause beyond the control of the Promoter or its agent or not directly attributable to any willful act or omission of the Promoter; and
- (x) any other reason (not limited to the reasons mentioned above), beyond the control or unforeseen by the Promoter, which may prevent, restrict, interrupt or interfere with or delay the construction of the said Building including the Premises.



For the purpose of this Agreement the expression "force majeure" shall include any natural calamity, strikes, terrorist action or threat, civil commotion, disorder, labour unrest, invasion, war, threat of preparation of war, fire, explosion, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity or changes in law, regulations, rules or orders issued by any Court or Government authorities or any acts, events, restrictions beyond the reasonable control of the Promoter.

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possession of the Premises being delivered to the Purchaser/s, he/she/it/they shall have no claim against the Promoter in respect of any item of work in the Flat.

Nothing contained in these presents is intended to be nor shall be construed to be transfer of ownership in law of the Property or the said Building or any part thereof.

12.6 The Purchaser/s agree/s that the return of the payment mentioned in Clause 12.2 and 12.3 above constitutes the Purchaser/s/s" sole remedy in such circumstances and the Purchaser/s forego/es and waives any and all his/her/its/their rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.

12.7 The Purchaser/s shall take possession of the Flat within 10 days of the Promoter giving written notice to Purchaser/s intimating that the Flat is ready for use and occupation and offering possession of the same to the Purchaser/s. Commencing from the expiry of the 10 days from issue of the intimation in writing by the Promoter to the Purchaser/s that the Flat is ready for occupation, use, and possession, the Flat shall be at the risk of the Purchaser/s (irrespective of whether possession of the Flat is actually taken by the Purchaser/s or not) in all respects, including loss or damage arising from the destruction, deterioration, injury or decrease in value of the Flat. It is agreed that irrespective whether possession of the Flat is actually taken or not by the Purchaser/s, the Purchaser/s shall from the date of expiry of the 10th day from the date on which possession of the Flat is offered by the Promoter to the Purchaser/s be liable to bear and pay to the Promoter all outgoings in respect of the Flat all rates, taxes, cesses, assessments, betterment charges, levies and all other impositions made by the competent local or public bodies or authorities and/or Government, water charges, insurance common lights and repairs and salaries of employees, chowkidars, sweepers and electricity, gas and telephone cables, waterlines, drainage lines, sewerage lines and other expenses and outgoings necessary and incidental to the management, administration and maintenance of the said Building / Property. The Purchaser/s shall pay to the Promoter such proportionate share of all outgoings as may from time to time be estimated or determined by the Promoter.

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12.8 The Purchaser/s shall, prior to taking possession of the Flat examine and satisfy himself/herself/itself/themselves with the area of the Flat and the said amenities / fixtures. Thereafter, the Purchaser/s shall have no claim against the Promoter with respect to the Flat or any other amenities / fixtures of the said Building or any amenities / fixtures alleged not to have been carried out completed therein or not being in accordance with the specifications and / or this Agreement and / or otherwise.

12.9 Provided that if within a period of three years from the date of handing over the Flat to the Purchaser/s, the Purchaser/s bring to the notice of the Promoter any defect in material used in the construction of the said Building in which the Flat is situated or any unauthorized change in the construction of the said Building, then, wherever possible such defects or unauthorized changes shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Promoter reasonable monetary compensation for such defect or change. Provided further, if any defect or damage is found to have been caused due to the negligence of the Purchaser/s or his/her/its/their agents, then the Promoter shall not be liable for the same.



13. **ORGANISATION AND APEX BODY:**

13.1 'Organisation' means either the society that may be formed and registered under the provisions of the Society / Condominium / Association of Apartment owners that may be formed under the provisions of the MAO Act, in respect of the Property and the said Building in accordance with the provisions of this Agreement.

13.2 On completion of the development of the Property, at the discretion of the Promoter, either:-

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- (i) A separate Organisation may be formed of the purchasers of premises of each wing/the said Building; or
- (ii) A single Organisation may be formed of the purchasers of premises of all the wings/ Building; of the said Project.

13.3 The decision of the Promoter as to which documents will be executed for transferring and vesting the title in respect of the said

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Organisation shall be conclusive, final and binding on the Purchaser/s and the Organisation/Apex Body.



The Purchaser/s, and the purchasers of the other premises shall join in the formation and registration of the Organisation (formed either in terms of Clause 13.2 (i) or (ii)) and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, memorandum, letters, documents and other papers and writings for the purpose of formation and registration of the Organisation including bye-laws of the Organisation and duly fill in, sign and return to the Promoter within 10 days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the Organisation of the premises purchasers under the appropriate Statute. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or rules as may be required by the Registrar of Co-operative Societies or any other competent authority.

13.5 Further, the Purchaser/s and the purchasers of the other premises shall enter into / sign / execute such documents / writings, as may be required, containing covenant/s for payment of the expenses relating to the Common Areas and Facilities which are situated on the Property.

13.6 It is agreed and understood by the Parties that the Promoter may, in its sole discretion form and register an apex organisation ("Apex Body") comprising of the various organisations formed in respect of the various buildings forming part of the Project for the purpose of proper management, maintenance, regulation and control of the infrastructure and common amenities and facilities and for such other purposes as the Promoter may decide.

13.7 It is expressly clarified, agreed and understood that the amenities as mentioned in Annexure "7" annexed hereto including the swimming pool, club house and fitness center shall at all times including after transfer of the Property in favour of the Organisation / Apex Body, remain the exclusive, sole and absolute property of and shall remain in the name of the Promoter for which the necessary covenants will be mentioned in the Deed of Lease / conveyance to be executed with the Organisation / Apex Body and neither the Purchaser/s herein nor the Organisation or Apex Body

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shall have a right to raise any dispute or objection whatsoever for the same.



13.8 It is agreed that in the event that the Organisation or the Apex Body has been formed but there is/are premises/s in the said Building that are not sold by the Promoter, the Promoter shall not be liable to pay maintenance charges, or any other charges/expenses of any nature whatsoever for the unsold premises till such time that the sale of such unsold premises occurs.

13.9 Declaration to be submitted under the MAO Act or other documents in favour of the Organisation shall *inter alia* contain the following:-

- (i) the right of the Promoter to sell or otherwise to transfer the additional construction by use of any future FSI or TDR and to appropriate for the Promoter the entire sale proceeds thereof and the obligation of the Organisation to admit such purchaser of the premises comprised in the new construction as its member without charging any additional amount;
- (ii) the right of the Promoter of full and complete access on the Property for the aforesaid purpose;
- (iii) the right of the Promoter to give on exclusive basis certain areas in the said Building / Project to any third party to the exclusion of others including the Purchaser/s;
- (iv) the obligation of the Organisation to pay the share of taxes in respect of all tax assessments, dues, cesses and outgoings, in respect of said Building and/or the Property and/or any portion thereof;

(v) declaration and undertaking by the Organisation that the Organisation shall not be entitled to the existing and future FSI (whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever and the same shall always stand vested in the Promoter and the Promoter shall always be entitled to utilize and exploit the same on the Property and / or the Larger Property and/or otherwise in such manner as it deems fit and the Organisation shall not have any objection in this regard;

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(vi) confirmation of all the rights of the Promoter under this Agreement;



(ii) confirmation and acceptance of all the obligations of the Purchaser/s under this Agreement; and

(iii) the obligation of the Organisation (formed either in terms of Clause 13.2 (i) or (ii) above) to become a member of the Apex Body as and when formed.

13.10 The Purchaser/s shall observe and perform all the rules and regulations and bye-laws of the Organisation (formed either in terms of Clause 13.2 (i) or (ii) above) and / or the Apex Body on its formation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the said Building and the premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser/s shall also observe and perform all the terms and stipulations lay down by the Organization and/or the Apex Body regarding occupation and use of the Premises and shall pay outgoings in accordance with the terms of this Agreement.

13.11 It is clarified that the Apex Body and/or the Organization (formed either in terms of Clause 13.2 (i) or (ii)) shall not deal with any matters relating to the development of the Property or any part thereof or the transfer or the sale or utilization of any permissible FSI/TDR in accordance with the scheme of development. The Apex Body and/or Organization shall strictly function within the frame work of its constitution as framed by the Promoter. All the development potential of the Property including in the form of the existing and future FSI (whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever shall always stand vested in the Promoter and the Promoter shall always be entitled to utilize and exploit the same on the Property or any part thereof and/or upon the building constructed thereupon in such manner as it deems fit.

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13.12 The Apex Body, if its formation is contemplated shall be formed by the Promoter after the formation of all the Organization's (contemplated in terms of Clause 13.2 (i) or (ii)).

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14. COMMON AREAS AND RESTRICTED AREAS:

14.1 It is expressly agreed that the Purchaser/s shall be entitled to the Common Areas and Facilities appurtenant with the Flat and the nature, extent and description of such Common Areas and Facilities are mentioned in the Annexure "7" annexed hereto. It is hereby agreed that the Promoter shall be entitled to allot different areas, garden area, basement, terraces, open spaces, parking spaces or otherwise and other spaces within the Property to one or more person/s of its choice for the use, enjoyment and/or occupation of such persons as an exclusive amenity attached to the premises purchased by such persons and the Purchaser/s shall not object to the same for any reasons whatsoever. It is hereby agreed that the areas mentioned in the Annexure "7" annexed hereto are under the heading of Common Areas and Facilities only and shall be common facilities and the Promoter shall be entitled to declare all other areas as restricted, exclusive or reserved areas and facilities including those mentioned in the Annexure "7" annexed hereto and alienate and dispose off the same in such manner as the Promoter think fit and proper at its discretion.



14.2 The Promoter has informed the Purchaser/s that a club house will be constructed on the Property and the same will be equipped with various amenities and facilities for the use of all members of the Organisation in accordance with the rules and regulations of the club house. The Purchaser/s shall be inducted/admitted as member of the club upon payment of the sum of Rs.1,00,000/- (One Lakh Rupees Only) to the Promoter as and by way of a one-time non-refundable subscription fee and not as a deposit. The subscription fee shall be paid by the Purchaser/s to the Promoter by way of a cheque drawn in favour of the Promoter and delivered to the Promoter within 10 days of the demand letter by the Promoter or upon delivery of possession of the Premises, whichever being earlier. The Promoter shall issue an appropriate receipt and a letter entitling the Purchaser/s concerned, to the membership of the club in accordance with and subject always to the bye-laws, rules and regulations of the club as may be made by the Promoter.

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The Promoter alone shall be entitled to make bye- laws, rules or regulations for the management of the club and may prescribe a user fee for the use of any specific amenity, facility and annual subscription fees etc.



Additional memberships would be available on request on a chargeable basis. The membership will be subject to the terms and conditions, rules and usage charges, as may be framed / levied from time to time by the Promoter for the club. The right to use the facilities at the club shall be personal to the Purchaser/s of the Premises in the said Building and shall not be transferable in any manner to any third person or party whatsoever. In the event that the Premises in the said Building is sold/transferred by the Purchaser/s then the Purchaser/s shall be deemed to have transferred the right to utilize the said facilities as well as club membership to the then purchaser/transferor of the Premises. It is, however, clarified that the Promoter shall be entitled to grant membership rights to such other person(s) as they may deem fit to be and the Purchaser/s shall not be entitled to object to the same.

15. COVENANTS BY THE PURCHASER/S:

15.1 The Project and the said Building name shall not be changed at any time by the Purchaser/s or the Organisation without the prior written consent of the Promoter. Upon and after receipt of obtaining the occupation certificate, the Purchaser/s shall use the Premises or any part thereof or permit the same to be used only for residential purposes and shall use the car parks if allotted for the purpose of parking the Purchaser's/s" own vehicle. The Purchaser/s shall use the Flat or any part thereof or permit the same to be used only for the purpose for which the same is allotted. The Purchaser/s shall use the Car Parking Space/s for the purpose of parking the Purchaser's/s" own vehicle. The Purchaser/s agree/s not to change the user of the Premises without prior consent in writing of the Promoter and any unauthorised change of user by the Purchaser/s shall render this Agreement voidable at the option of the Promoter and the Purchaser/s in that event

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shall not be entitled to any right arising out of this Agreement.

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



- (i) to maintain the Premises at the Purchaser's own cost in good tenable repairs and condition from the date possession of the Premises is taken. The Purchaser shall not do or suffer to be done anything in or to the said Building, staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the said Building or the Premises or part thereof;
- (ii) not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the said Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the said Building including the entrance thereof. In case any damage is caused to the Premises or the said Building on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach;
- (iii) to carry at the Purchaser's/s' own cost all internal repairs to the Flat and maintain it in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and not to do or suffer to be done anything in the Premises or the said Building which is in contravention of rules, regulations or bye-laws of the concerned local public authority and in the event of the Purchaser/s committing any act, in contravention of the above provision, the Purchaser/s shall be responsible and

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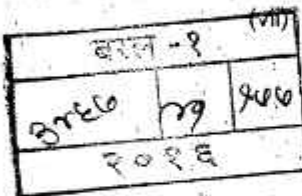


liable for the consequences thereof to the concerned local authority and/or other public authority;

not to demolish or caused to be demolished the Flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat or any part thereof nor alter the elevation and outside colour scheme of the said Building and to keep the portion, sewers, drain pipes in the Flat and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the said Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC structure or pardsis or other structural members in the Flat without the prior permission of the Promoter and/or the Organisation (formed either in terms of Clause 13. 2 (i) or (ii), as the case may be);

(v) not to put any claim in respect of the restricted amenities including open car parking space, open space hoarding or terrace and same are retained by the Promoter as restricted amenities;

(vi) not to do or permit to be done any act which may render void or voidable any insurance of the Property or the said Building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;



(vii) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the Property and/or the said Building in which the Premises is situated;

(viii) pay to the Promoter within 10 days of demand by the Promoter, his/her share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the said Building in which the Premises is situated;

(ix) to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Sanctioning Authorities and/or government and/or other public authority on account of change of the Premises or otherwise;



(x) to bear and pay all service tax, works contract tax, MVAT, Goods & Service Tax (GST), LBT and such other levies, if any, which may be imposed with respect to the construction on the Property and/or any activity whatsoever related to the Premises by the Sanctioning Authorities and/or State/Central/Government and/or public authority from time to time;

(xi) The Purchaser/s shall not without the prior written consent of the Promoter let, sub-let, transfer, assign or part with the Purchaser's/s interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser/s to the Promoter under this agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have intimated the Promoter and obtained its prior consent in writing in that behalf;

(xii) till the management of the said Building is handed over to the Organisation and /or the Apex Body to allow the Promoter, its surveyors and agents at all reasonable time to enter into or upon the Premises / Property to view and examine the and condition thereof;

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(xiii) not to close or permit to be closed verandas or balconies of the Flat / said Building or change the external colour scheme or the pattern of the colour of the said Building;

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(xiv) not to change exterior elevation or the outlay of the said Building / Flat;

(xv) not to fix any grill to the said Building / Flat or windows except in accordance with the design approved by the Promoter;

(xvi) Purchaser/s shall not do or suffer to be done anything on the Property or the said Building / Flat which would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser/s commit/s any acts or omissions in contravention to the above, the Purchaser/s alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoter in that behalf;

(xvii) not to hang cloths, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the said Building / Flat, save and except in the areas designated for the said purpose;

(xviii) not to keep flower-vase outside the said Building / Flat on the parapet or chaja or in the common area of the said Building; and

(xix) not to encroach upon or make use of any portion of the said Building not agreed to be acquired by the Purchaser/s.

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

15.3 The Purchaser/s hereby agree/s to grant to the Promoter, all the facilities, assistance and co-operation as the Promoter may reasonably require from time to time even after the Promoter has delivered possession of the Premises to the Purchaser/s, so as to enable the Promoter to complete the scheme of development of the Property. The Promoter shall be entitled to modify,

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amend, alter, change the layout of the Property by changing the alignment, locations, placement of buildings, garden, parking area and other amenities or facilities and shall further be entitled to propose and put up any additional new wing / structure either independent or by way of extension or in continuation or attached to the building under construction in the layout with or without amendment of such layout.



15.4 The Purchaser/s confirm/s that the Promoter has given full, free and complete inspection of documents of title in respect of the Property and the Purchaser/s confirm/s that he/she/it/they has/have entered into this Agreement after inspecting all relevant documents and the Purchaser/s has/have inspected the aforesaid Title Certificates and the Purchaser/s undertake/s not to raise any objection and/or requisition on the title of the Promoter to the Property.

16. **OUTGOINGS:**

16.1 Commencing a week after notice in writing is given by the Promoter to the Purchaser/s that the Flat is ready for use and occupation, irrespective of whether possession is taken or not the Purchaser/s shall be liable to pay the proportionate share of the outgoings namely local taxes, betterment charges, lease rent, sub-station and cable cost or such other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Property and the said Building. Until the management of the Property and the said Building is handed over to the Organisation (formed in terms of Clause 13.2 (i) or (ii) as the case may be) / Apex Body, the Purchaser/s shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter. The Purchaser/s shall pay to the Promoter provisional monthly contribution of **Rs. 7,300/- (Seven Thousand Three Hundred Rupees Only)** towards the outgoings regularly on the 5th of every month in advance and shall not withhold the same for any reason whatsoever. The

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amount so paid shall not carry any interest and remain with the Promoter until the management is handed over to the Organisation / Apex Body.

The Purchaser/s shall on or before the delivery of the Possession of the Premises pay to the Promoter the following amounts:

(i)	Rs. <u>700/-</u>	Non-refundable share money, application, entrance fee of the Organisation/ Apex body.
(ii)	Rs. <u>6,000/-</u>	Non-refundable legal charges.
(iii)	Rs. <u>5,000/-</u>	Non-refundable for Organisation/ Apex body formation charges.
(iv)	Rs. <u>2,95,600/-</u>	Non-refundable deposit towards infrastructure charges etc.
(v)	Rs. <u>1,00,000/-</u>	Being Club House Membership fee.
(vi)	Rs. <u>1,75,200/-</u>	Being 2 years deposit towards proportionate share of taxes, maintenance etc.
(vii)	Rs. <u>24,000/-</u>	Being Club House monthly charges for 2 years for 4 members in a family.
	Rs. <u>6,06,500/-</u>	Total Other Charges

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The aforesaid purposes and the corresponding amounts are as per the present estimate and are subject to modification by the Promoter and shall not carry interest.

16.3 The Promoter shall utilize the sum of Rs. 6,000/- (Six Thousand Rupees Only) referred to in Clause 16 (ii) for meeting all legal costs, charges including the professional cost of their Advocates for preparing and engrossing this Agreement.

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16.4 It is agreed in respect of amounts mentioned in Clause 16 (i) to (vii) above, the Promoter is not liable to render accounts, however for the amount collected under other heads, the Promoter shall hand over the deposits or balance thereof, if any, to the Organisation as aforesaid. In the event of any additional amount becoming payable,

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the Purchaser/s shall forthwith on demand pay and deposit the difference to the Promoter. The aforesaid amount/deposit shall not carry any interest.

13.5 Subject to what is stated hereinabove, the Promoter shall maintain a separate account in respect of sum received by the Promoter from the Purchaser/s as advance or deposit on account of the share capital of the Organisation, maintenance and other charges and shall utilize the same for the purpose for which they have been received.

17. **INTEREST:**

Without prejudice to the Promoter's other rights under this Agreement and/or in law, the Purchaser/s agree to pay to the Promoter an interest at the rate of 24% per annum on all the amounts which become due and payable by the Purchaser/ to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter until the date such outstanding amount is received by the Promoter. The Purchaser/s confirm/s and accept/s that the rate of interest prescribed in this clause is just and reasonable having regard to the huge costs involved in the procurement of the rights in respect of the Property, the development of the Project, the cost of the funds procured for the aforesaid purpose and the loss or damage likely to be caused on account of default/delay in payment of the amounts by the Purchaser/s hereunder. The Purchaser/s also confirm/s and agree/s that the rate of interest payable by the Promoter upon refund of the Total Consideration or part thereof under Clauses 9 and 12 is just and proper having regard to the rate of interest which the loans are made available by the Bank and Home Finance Companies to the individual purchasers for purchase of the premises and the Purchaser/s waive/s his/her/its/their right to raise any objection or make claims to the contrary, in that regard.



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18. FINAL TRANSFER DOCUMENT

18.1 The Promoter shall cause the lease / conveyance in favour of the Apex Body / Organisation/s (formed in terms of Clause 13.2 (i) or (ii), as the case may be) or the Declaration under the MAO Act and the same shall *inter alia* contain (1) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Promoter for safeguarding its overall interest in the Property and the said Building a covenant by the Purchaser/s to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein.



18.2 The Promoter shall cause the lease / conveyance in favour of the Organisation only :-

(i) after all the premises in the said Building have been sold and disposed of and the Promoter has received full consideration or dues payable to them under the agreements for sale with the respective purchaser of the various premises;

(ii) after the Promoter has fully utilized the FSI (including fungible FSI) available from the Property and/or has fully utilized the increased in present or future FSI available by any change in the DCR and/or has fully utilized the TDR or FSI available in respect of the Property as the case may be; or

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(iii) after the occupation certificate or the building completion certificate in respect of the said Building have been received from the Sanctioning Authority; whichever is later.

18.3 The Advocates and Solicitors for the Promoter shall prepare and/or approve, as the case may be, the indenture of Lease / conveyance in favour of the Organisation/s (formed in terms of Clause 13.2 (i) or (ii)) /

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the Apex Body or the Declaration to be submitted under the MAO Act, Deeds of Apartments or any and all other documents to be executed. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the Indenture of Lease / conveyance and other documents and formation and registration of the Organisation shall be borne and paid by all the purchaser of the various premises in the said Building on its formation. Such amount shall be kept deposited by the Purchaser/s Promoter at the time of taking the possession of Premises and shall, until utilisation, remain with the Promoter.



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

19. **STAMP DUTY AND REGISTRATION:**

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

20. **NOTICES:**

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

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21. INDEMNIFICATION BY THE PURCHASER/S:



The Purchaser/s shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement;

(b) any breach and/or default by the Purchaser/s in the performance of any and/or all of his/its obligations under this Agreement; (c) damages to any Property(ies) howsoever arising related to the use and/or occupation of the Premises and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser/s or his/her/its/their agents, servants, tenants, guests, invitees and/or any person or entity under his/her/its/their control; and (d) Purchaser"s/s" non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

22. GENERAL PROVISIONS:

22.1 This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser/s or made available for the Purchaser"s/s" viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the Premises between the parties hereto.

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22.2 The invalidity of any term, conditions or stipulation of

this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.

22.3 Any delay, tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of installment to the Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice or affect the rights of the Promoter.



22.4 If there is more than one purchaser named in this Agreement, all obligations hereunder of such purchaser shall be joint and several.

22.5 All taxes, charges including but not limited to service tax, VAT or any other impositions or levies (i) on account of this transaction or (ii) pro-rata on account of the entire development project or (iii) on the consideration and other amounts payable by the Purchaser/s to the Promoter or (iv) otherwise shall be to the account of the Purchaser/s alone and the Promoter shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions etc. shall be payable by the Purchaser/s over and above the consideration of the Premises and the Promoter's decision as regards the quantum of the same shall be final and binding on the Purchaser/s.

23. **DISPUTE RESOLUTION AND GOVERNING LAW:**

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23.1 If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavor to resolve the same by mutual discussions and Agreement.

23.2

If the dispute or difference cannot be resolved within a period of 10 days, from the notice by the aggrieved



Party under Clause 23.1 above, then the disputes shall be referred to Arbitration. Arbitration shall be conducted in Mumbai, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language. The Arbitration shall be conducted by a Sole Arbitrator who shall be appointed by the Promoter.

23.3 The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The Award may include costs, attorney fees and disbursements. Judgment upon the award may be entered by the Courts in Mumbai.

23.4 This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.

23.5 This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

24. CONFIDENTIALITY:

24.1 The Purchaser/s hereto agree/s that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("**Confidential Information**") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Promoter. The confidentiality obligations under this Clause shall survive even after handing over the possession of the Premises and is legally binding on the Purchaser/s and shall always be in full force and effect.

24.2 The Purchaser/s shall not make any public announcement regarding this Agreement without prior consent of the Promoter.

24.3 Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:-

- (i) such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating organisation or other recognized investment exchange having jurisdiction over the Parties; or
- (ii) such disclosure is required in connection with any litigation; or
- (iii) such information has entered the public domain other than by a breach of the Agreement.

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



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

ALL THAT all that piece of land bearing Survey nos. 11 (part) and 19 (part) corresponding to CTS No. 170 admeasuring in all 14,117.9 square meters and situated at Akurli Village in the Taluka of Salsette in the Registration District and Sub-district of Mumbai City and Mumbai Suburban (the "Larger Property") and bounded as follows, that is to say:

- On or towards the East :by [ADJ C.T.S no 171/1A];
- On or towards the West :by [9 MTS W Balaji Industrial Road];
- On or towards the North :by [18.30 MTS W Akurli Road], and
- On or towards the South :by [ADJ C.T.S No 181].

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

All that piece of land admeasuring 7,058.95 square meters or thereabouts forming part of plot bearing Survey Nos. 16 (part) and 19 (part) corresponding to CTS No. 170 situated at Akurli Village in the Taluka of Salsette in the Registration District and Sub-district of Mumbai City and Mumbai Suburban.

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THE THIRD SCHEDULE ABOVE REFERRED TO
(Description Of The GC Portion)

All that piece of land admeasuring 7,058.95 square meters or thereabouts forming part of plot bearing Survey Nos. 16 (part) and 19 (part) corresponding to CTS No. 170 situated at Akurli Village in the Taluka of Salsette in the Registration District and Sub-district of Mumbai City and Mumbai Suburban.

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FOURTH SCHEDULE ABOVE REFERRED TO

Description of the Premises and the Car Parking Spaces)

admeasuring 87.89 square meters carpet area on the
residential floor in said Building to be constructed on the Property, a
portion of the Larger Property as mentioned in the First Schedule situate,
lying and bearing CTS No. 170; and (ii) one car parking spaces in the
said Building.

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SIGNED AND DECLARED BY
the withinnamed "Promoter"
Acme Housing India Private Limited

by the hand of its authorized signatory

MR. BHUPENDRA DASH

in the presence of

MS. ANURADHA SINGH

SIGNED AND DECLARED BY

the withinnamed "Confirming Party"

M/s. Glomore Constructions)

by the hand of its Authorized Partner

MR. PARAS KUMHETA

in the presence of

MS. NISHA SHIRKE (Shirke)

SIGNED AND DELIVERED by

the withinnamed "Purchaser/s"

MR. RAHUL BIJAI (Through POA

SHRI RAMCHANDRA T BIJAI)

MS. SHREYA BIJAI (Through POA

MR. GOPAL BABU SUVARNA)

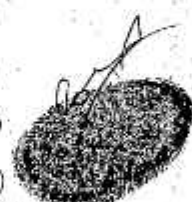
in the presence of

Santosh Darves (Darves)



Dash B.M.

Anuradha



RECEIPT

RECEIVED of and from within named, the Purchaser/s, MR. RAHUL BIJAI AND MS. SHREYA BIJAI a sum of Rs. 67,98,198/- (Sixty Seven Lakh Ninety Eight Thousand One Hundred Ninety Eight Rupees Only) being the Earnest money/ Deposit amount mentioned in Clause 6.1 (i) of this Agreement.

WE SAY RECEIVED:

For M/s. Acme Housing India Private Limited



(Authorized Signatory)

WITNESSES:

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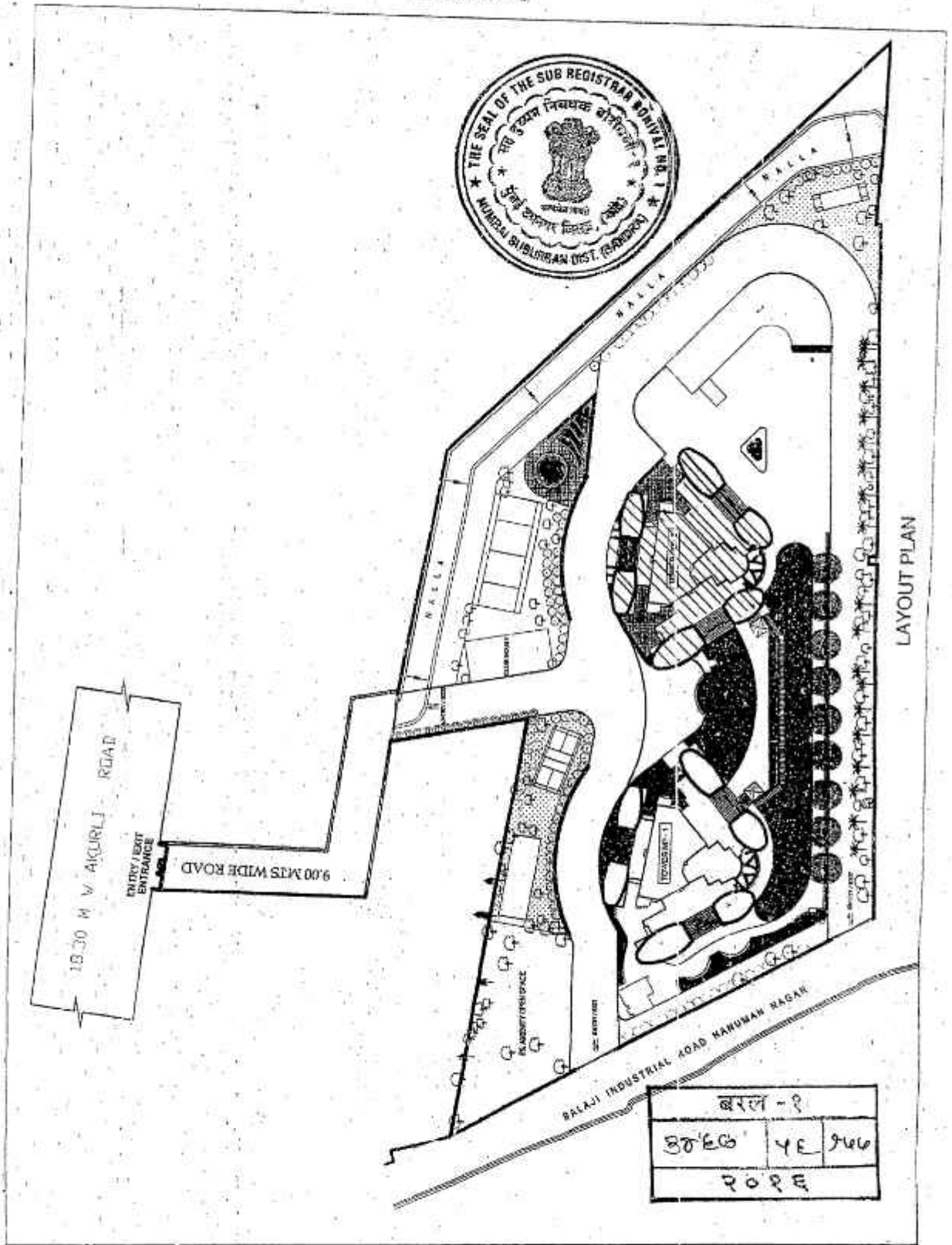
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This is the last page of Agreement for Sale between Acme Housing India Private Limited (Promoter), Glomore Constructions. (Confirming Party and MR. RAHUL BIJAI AND MS. SHREYA BIJAI (Purchaser/s) in respect of Flat No. 2108 in Tower 2 of Oasis Project.

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ANNEXURE 1



LAYOUT PLAN

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ANNEXURE 3

HARIDAS & CO. (Regd.)
ADVOCATES, SOLICITORS & NOTARY

BHARAT C. RAGHANI
DAKSHA B. RAGHANI

EXAMINER PRESS BUILDING,
35, DALAL STREET, FORT, MUMBAI - 400 023.
PHONE : 2287 3096 / 2287 1565
FAX : 2287 3094 / 2287 1565
E-mail : haridasco@rediffmail.com
haridasco@gmail.com

Ref. No.:

18366 / 2010

Date :



TO WHOMSOEVER IT MAY CONCERN:

Re: The immovable property being the piece or parcel of land admeasuring 8442.5 square yards equivalent to 7058.9 square metres or thereabouts forming part of the plot bearing Survey No.16 (Part) and 19 (Part) corresponding to C.T.S. No.170 of Akurli Village, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

THIS IS TO CERTIFY that on behalf of Messrs. Acme Housing (India) Private Limited, we have investigated their title to the aforesaid property by taking search of the records of rights, publishing advertisement in the newspaper issues inviting claims and objections from the third parties and perusing the documents of title relating to the aforesaid property and have found their title as follows:

1. That one Kamal Gangadhar Dange (hereinafter referred to as "the Original Owner") was seized and possessed of the immovable property comprising of a piece or parcel of land admeasuring 24716 square yards or thereabouts of which the aforesaid property is forming part thereof.

2. By an Indenture of Conveyance dated 14th November, 1963 the said Original Owner, therein referred to as 'the Vendor' of the One Part and Smt. Chandrakanta V. Motashah, with the other purchasers named therein (hereinafter referred to as "the said Purchasers") the said Original Owner sold and conveyed a portion of the said property admeasuring 8716 square yards equivalent to 7287.62 square metres or thereabouts in favour of the said Purchasers. The said

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Conveyance is registered in the office of the Sub-Registrar of Assurances at Bandra under Serial No.2669 of 1963.

3. By an Indenture of Lease dated 14th November, 1963 and executed between the said Original Owner as 'the Lessor' of the One Part and the aforesaid Purchasers as 'the Lessees' of the Other Part, the said Original Owner leased out the remaining portion admeasuring 16,000 square yards for a term therein mentioned with an option to purchase the reversionary interest in respect thereof by two separate Conveyances, each being in respect of one-half of the said area of 16,000 square yards that is to say, 8,000 square yards respectively as set out therein.

4. By an Indenture of Conveyance dated 1st May, 1965 and executed between the said Original Owner of the First Part, one Hasmukhlal Ambajal Zaveri, therein referred to as 'the Confirming Party' of the Second Part and the said Purchasers and therein referred to as "the Purchasers" of the Third Part, and registered in the office of the Sub-Registrar of Assurances at Bandra under Serial No.1175 of 1965, one of the said two portions admeasuring 8,000 square yards was conveyed in favour of the said Purchasers.

5. Similarly, by another Indenture of Conveyance dated 18th day of June, 1970 and executed by the said Original Owner, therein referred to as 'the Vendor' of the One Part and the said Purchasers, therein referred to as 'the Purchasers' of the Other Part, the said Original Owner conveyed the said remaining portion of the said property admeasuring 8,000 square yards in favour of the said Purchasers.

6. Out of the aforesaid total area of 24,716 square yards thus conveyed by separate Indentures as aforesaid in favour of the said Purchasers, the said Purchasers under the Deed of Conveyance dated 8th September, 1971 conveyed the portion admeasuring 8,000 square yards or thereabouts, which was so acquired by

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3.

them under the aforesaid Indenture of Conveyance dated 18th June, 1977 in favour of one Messrs. Kanu Mama Foam Private Limited.

7. In view of the aforesaid, upon sale of the said portion admeasuring 8,000 square yards, the aforesaid Purchasers became entitled to the remaining property admeasuring 16,716 square yards equivalent to 13,977 square metres or thereabouts and held the same as tenants-in-common having undivided share as set out below:

<u>Sr. No.</u>	<u>Name</u>	<u>Percentage of share in the property</u>
1.	Smt. Chandrakant V. Motasha	15%
2.	Shri Arvind Vadilal Motasha	10%
3.	Smt. Amrutben Gandlal Shah	8%
4.	Smt. Sushilaben K. Shah	8%
5.	Smt. Ansuya M. Shah	8%
6.	Smt. Taraben A. Motashia	5%
7.	Smt. Manorama H. Zaveri	15%
8.	Shri Chatrbhuj Hansraj	10%
9.	Shri Bhagwati Popatlal Shah	6%
10.	Shri Nandlal Gopalji Bhutta	10%
11.	Smt. Anila Vibhakar Hindia	5%

8. By diverse acts in law or mesne assignment, the said property ultimately vested in the following owners, who shall hereinafter be referred to as "the said Owners".

(i) Shri Arvind Vadilal Motasha

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4.

- (ii) Shri Mahesh K. Shah.
- (iii) Shri Vinod K. Shah.
- (iv) Smt. Jayshree M. Shah.
- (v) Smt. Meena V. Shah.
- (vi) Smt. Sushilaben K. Shah.
- (vii) Smt. Taraben A. Motasha.
- (viii) Shri Rahul Motasha.
- (ix) Shri Suvrat Shah.
- (x) Ms. Rohini M. Shah.
- (xi) Ms. Jhanvi Shah, and
- (xii) Ms. Kaumudi Motasha.

9. By an Indenture of Conveyance dated 28th March, 2007 and registered in the office of the Sub-Registrar of Assurances at Bandra under Serial No.BDR-5/6060 of 2007, the said Owners sold and conveyed the aforesaid property to a partnership firm of Messrs. Glomere Constructions comprising of Messrs. PSJ Infrastructure Private Limited and Messrs. Magnificent Realtors Private Limited as the partners thereof for the consideration therein mentioned and the said Deed of Conveyance dated 28th March, 2007 is taken to be the root of title for the purpose of this certificate.

10. The said Messrs. Glomere Constructions through their aforesaid partners by an Indenture of Conveyance dated 31st December, 2009 and registered in the office of the Sub-Registrar of Assurances at Borivli under Serial No.BDR-

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5.

16/89/2010 sold and conveyed the said property to Messrs. Acme Housing (India) Private Limited who have become absolutely entitled to the said property.

11. Upon taking search of the records of rights and Registrar of Companies and publishing the aforesaid notice in the newspaper issues inviting claims and objections and taking search in the records of rights, no encumbrance is found to have been created in respect of the aforesaid property in favour of any third party nor any claim or objection is received from any third party in response to the said public notices claiming by, through or under the said Owners including the said Glomore Constructions and the said Acme Housing (India) Private Limited.

12. In the circumstances aforesaid, we are of the opinion that the title of the said Messrs. Acme Housing (India) Private Limited to the aforesaid property is marketable and clear and free from encumbrances and claims.

Dated this 24th day of April, 2010.

For HARIDAS & CO.,


Partner.
Advocates & Solicitors.

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BHARAT C. RAOHANI
DAKSHA B. RAHANI

HARIDAS & CO. (Regd.)
ADVOCATES, SOLICITORS & NOTARY*

EXAMINER PRESS BUILDING,
35, DALAL STREET, FORT, MUMBAI - 400 002.
PHONE : 2287 5095 / 2287 1823
FAX : (91-22) 2284 2233
E-mail : haridasco@rediffmail.com
haridasco@gmail.com

Ref. No. : B/ 834 /2012

Date :

TO WHOMSOEVER IT MAY CONCERN:

Re: The immovable property being the piece or parcel of land admeasuring 8442.5 square yards equivalent to 7058.9 square metres or thereabouts forming part of the plot bearing Survey No.16 (Part) and 19 (Part) corresponding to C.T.S. No.170 of Akurli Village, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.



In continuation of our Certificate dated 24th April, 2010 in respect of the aforesaid property issued on behalf of Messrs. Acme Housing (India) Private Limited (hereinafter called "the Acme"), we have taken further search of the record of rights from April, 2010 till date in order to issue this fresh Certificate as and by way of addendum to the said original Certificate and have to state as follows:

1. As set out in our said earlier Certificate dated 24th April, 2010 Messrs. Glomore Constructions, a partnership firm, has acquired the property admeasuring 16,716 square yards equivalent to 13,977 square metres or thereabouts, which is as per the City Survey Records admeasuring 14,117.9 square metres under the Conveyance dated 28th March, 2007 registered with the Sub-Registrar of Assurances at Bandra under Serial No.BDR-5/6060 of 2007 from the previous owners mentioned. The said Glomore Constructions thereupon notionally divided the said property into almost two equal parts, one admeasuring 8442.5 square yards equivalent to 7058.9 square metres or thereabouts being the subject matter of this Certificate and shown on the plan thereof hereto annexed and

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defined red coloured boundary line and marked as "Acme property" and the remaining portion measuring 8442.5 square yards equivalent to 7058.9 square metres or thereabouts was retained by the said Messrs. Glomere Constructions to be developed by themselves.

2. The said Messrs. Glomere Constructions by an Indenture of Conveyance dated 31st December, 2009 and registered in the Office of the Sub-Registrar of Assurances at Borivli under Serial No.BDR-16/89/2010 sold and conveyed the said notionally sub-divided portion being the aforesaid property to Acme as set out in our said previous Certificate dated 24th April, 2010.

3. By an Agreement executed on 16th December 2009, the said Glomere Constructions and Acme, it is agreed that both of them shall develop their respective notionally sub-divided plots in uniform manner as set out therein.

4. Subsequent to our said Certificate dated 24th April, 2010 Acme have raised a loan in the sum of ₹2500 Lakhs from Bank of India, Andheri Large Corporate Branch, Mumbai, and to secure repayment of the amount that may become due thereunder, Acme have created a mortgage of the aforesaid property by depositing the title deeds relating thereto as recorded in the Memorandum of Entry dated 29th March, 2012 being the said Indenture of Conveyance dated 31st December, 2009.

5. **THIS IS FURTHER TO CERTIFY** that by a Deed of Grant of Right of Way dated 7th March, 2011 and registered in the office of the Sub-Registrar of Assurances at Bandra under Serial No.BDR-2/2008 of 2011 and executed between Messrs. Mahindra & Mahindra Limited, therein referred to as 'M.I.D.L.' of the One Part and the said Acme Housing (India) Private Limited and the said Glomere Constructions, therein collectively referred to as 'the Grantees'

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of the Other Part, the said Mahindra & Mahindra Limited granted to Aama Housing (India) Private Limited and the said Glomore Constructions, a right of way over the said land belonging to the said Mahindra & Mahindra Limited for their benefit to have an access to the main road as in detail set out in the said Deed of Grant of Right of Way.

6. In the circumstances, subject to the aforesaid mortgage created by Aama and further subject to the said Agreement with Glomore Constructions to develop their respective plots in uniform manner as aforesaid, their title to the aforesaid property is clear and marketable.

Dated this 9th day of November, 2012.

For HARIDAS & CO.,

Partner,
Advocates & Solicitors.



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ANNEXURE 4

BRIHANMUMBAI MAHANAGARPALIKA

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

No. CHE/ A-4566 /BP(WS) / ~~XXX~~ AR 13 APR 2010

COMMENCEMENT CERTIFICATE

To,
Shri Premal S. Parekh
Owner

उपरोक्त अधिकृत द्वारा (प्रस्ताव) फल-स्वीन
महानगरपालिका, वी.पिन, कोल्हापूर कॉम्प्लेक्स,
10 फुट वी.ए. रोड, सेर सीरीज कॉम्प्लेक्स,
कान्दिवाली (पूर्व), मुंबई-400 101.

Sir,

With reference to your application No. 1879 dated 5.12.08 for Development Permission and grant of Commencement Certificate under section 43 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of proposed building on plot bearing

C.T.S.No. 170 of

at premises at Street _____

Village Akurli

Plot No. _____

situated at Kandivalli (East)

Ward R/South

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

1. The land vacated in consequence of the endorsement of the setback line / road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate / Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not belong to you.
5. This Commencement Certificate is renewable every year but each extension period shall be in no case exceed three years provided that the expiry shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
 - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - (c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the application and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but also by on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.



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

This C.C. is restricted for work up to filling level only as per approved amended plan dtd. 17.02.2010.

For and on behalf of Local Authority
Brihanmumbai-Mahanagarपालिका

B. Shinde 13-11-10
Executive Engineer, Building Proposal (W.S.)
~~XXX~~ 'R' Wards.

FOR

MUNICIPAL COMMISSIONER FOR GREATER MUMBAI.



IGHEVA 4566 /BP/W.S./AR/AP

C.C. is now valid & further extended upto stilt (PW) level as per approved amended plan dtd. 17/12/2010

11 JUN 2010

[Signature]
EXECUTIVE ENGINEER,
BUILDING PROPOSAL (W.S.) R-WAR

9] This C.C. is now valid re-endorse for work of wing 'A' and wing 'B' comprising of stilt + 6th upper floors and upto ground floor for Health club as per approved amended plan dated 05/10/2012

4 FEB 2012

[Signature]
EXECUTIVE ENGINEER,
BUILDING PROPOSAL (W.S.) R-WAR

10] This C.C. is now valid re-endorse for work comprising of wing 'A' stilt + 3 level podium + 2nd to 6th upper floors and wing 'B' stilt + 3 level podium + 2nd to 13th top of slab level as per approved amended plan dated 21/03/2014

25 JUN 2014

[Signature]
EXECUTIVE ENGINEER,
BUILDING PROPOSAL (W.S.) R-WAR

11] This C.C. is now further extended for work comprising of wing 'A' with stilt + 3 level podium + 1st to 19th upper floor + LMR + OHT and wing 'B' stilt + 3 level podium + 1st to 13th top of slab level + LMR + OHT as per approved amended plan dtd. 03/02/2015.

13 APR 2015

[Signature]
EXECUTIVE ENGINEER,
BUILDING PROPOSAL (W.S.) R-WAR

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Wing A - Road Site

CHE/A-4566

sub: Dev. permission for land bearing CTS No. 170 of
village Akurdi at Kandivadi (CE)

- 12] This C.C. is now further extended for
work comprising of wing 'B' upto 19th upper
floors + LMR + OHT (i.e. ht. 75.55 mt) as per
approved amended plan dtd. 23.07.2015

21 AUG 2015

21/8/15
EXECUTIVE ENGINEER,
BUILDING PROPOSAL (W.S.) F-WARD

- 13] This C.C. is now further extended for work
comprising of wing 'B' upto 22nd upper floors
+ LMR + OHT (i.e. ht. 80.55 mt) as per approved
amended plan dated 16.11.2015.

27 NOV 2015

27/11/15
EXECUTIVE ENGINEER,
BUILDING PROPOSAL (W.S.) R-WARD



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ANNEXURE 5

Form 38
 in reply please quote No. and date of this letter.

THIS I.O.D./C.C. IS ISSUED SUBJECT TO THE PROVISIONS OF URBAN LAND CEILING AND REGULATIONS ACT 1973



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

CHE/A-4266/EP/MS/AR
 NB. EB/CE SS/A

25 FEB 2009
 of 200 - 200

MEMORANDUM
 Owners of
 Shri. Premal Parekh

Municipal Office,
 Mumbai - 400 020

With reference to your Notice letter No. 337 dated 15/12/08 and delivered on 200 and the plans, Sections Specifications and Description and further particulars and details of your building Proposed Service Industrial bldg on plot bearing number C-145, No. 270 of Village Achari at Kharveli (East) to the effect that you have obtained approval of the building or work proposed to be erected or executed, and I therefore hereby intimate to you, under Section 346 of the Bombay Municipal Corporation Act as amended upto date, my disapproval by the following reasons:-

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

1. That the C.C. under Sec. 44(1) (a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per B.C. Reg. No. 33(27).
3. That the low lying plot will not be filled up to a reduced level of at least 02 T.H.D. or 01 above adjoining road level whichever is higher with masonry earth boulders etc and will not be levelled, rolled, consolidated and sloped towards road side, before starting the work.

TRUE COPY

For
 S P ASSOCIATES
 ARCHITECTS/ENGINEERS

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(1) That proper gutters and down pipes are so intended to prevent water dropping from the roof on the public street.

(2) 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 have liberty to proceed with the said building or work at any time before the expiry of 300 days, but not so as to contravene any of the provisions of the said Act, 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.



125 FEB 2009

Executive Engineer, Building Proposals,
Zone, R, Wards.

SPECIAL INSTRUCTIONS

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

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred or 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 or new domestic building shall cause the same to be built on the every part of the plot shall be:-

(a) Not less than, 3 feet (90 cms.) above the centre of the adjoining street at the highest point at which the drain from such building can be connected with the sewer then 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 (150 cms.) of such building.

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

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within 15 days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.

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

(6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1)(a) 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 rate that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

OFFICE OF THE EXECUTIVE ENGINEER, BUILDING PROPOSALS, ZONE R, WARD NO. 125

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4. That the specification for layout/DD, road/oc. access roads/development of setback land will not be obtained from E.E. Road Construction (R.C.) Dept. before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. The completion certificate will not be obtained from E.E. (R.C.)/E.E. (S.W.D.) of W.S. & I.D./E.E. (T & C) before submitting B.C.C.
5. That the 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 including provision of seismic/wind load and or calculations and for the proposed work shall not be submitted before C.C.
7. That the sanitary arrangement for workers shall not be carried as per Municipal Specifications and drainage layout will not be submitted before C.C.
8. 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.R before applying for C.C.
9. That the Registered Undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of encroachment and that the setback landing over certificate will not be obtained from Ward Officer that the ownership of the setback land will not be transferred in the name of M.C.C./N.C before C.C.
10. That the E.E. (S.W.D.) (Central Cell) remarks for Nails before C.C. and completion before occupation.
11. That the Indemnity bond indemnifying the Corporation for damage, risks accidents etc and to the occupants 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 and which shall not be demolished or necessary Phase Programming with agreement will not be submitted and get approved before C.C.
13. That the requirements of N.O.C. of E.E. (S.W.D.)/E.E. (T & C)/E.E. (R.C.)/E.E. (S.W.)/E.E. (W.W.)/C.P.O./Dir. of Industry will not be obtained before requesting for C.C. and the requisition shall not be completed with before occupation certificate / B.C.C.



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14. That the qualified/registered site supervisor through Architects /Structural Engineer will not be appointed before applying for C.C.

15. That the N.O.C. from A.A. & C. (R/South) shall not be submitted before requesting for C.C. and final N.O.C. shall not be submitted before requesting for occupation / B.C.C.

16. That the N.O.C. from M.E. shall not be submitted before requesting



17. That the copy of the application made for non-agricultural user permit shall not be submitted before requesting for C.C.

18. That the receipt from the developer to the effect that water supply, safe portion, society office, servants toilet, part/pocket terrace shall not be submitted before requesting for

19. That the development charges as per M.R.T.P. Act (Amendment) Act 1997 will not be paid before C.C.

20. That the C.T.S. Plan and P.R. Card area written in words through S.L.R. shall not be submitted before C.C.

21. That the provision from Reliance Energy Ltd./M.T.N.L. shall not be made.

22. That the P.G.O. Charges shall not be paid to Insecticide Officer before requesting for C.C. for providing treatment at construction site to prevent epidemics like Dengue, Malaria etc. 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 tank by providing safe and stable ladder etc. and requirements as communicated by the Insecticide Officer shall not be complied with.

23. That the conditions mentioned in the release letter of E.E.D.F. under No. CHB/1626/DP/WS/R dtd 24.10.2008 shall not be complied with before C.C.

24. That the separate P.R.C. for setback shall not be submitted before requesting balance F.S.I.

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

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26. That the Janata Insurance Policy shall not be submitted before C.C.
27. That the requisitions of clause 45 & 46 of DCR 99 shall not be complied with and records of quality of work, variation report, etc shall not be maintained on site till completion of the entire work.
28. That the Regd. U/T shall not be submitted for payment of difference in premium paid and calculated as per revised land rates before requesting for C.C.
29. That the building will not be designed complying requirements of all the relevant I.S. codes including I.S. Code 1893 for earthquake design. The certificate to that effect shall not be submitted from Structural Engineer.
30. That the soil investigation will not be done and report thereof will not be submitted with structural design before requesting for C.C.
31. That the N.O.C. from Tree Authority shall not be submitted and requirements therein shall not be complied with before requesting for C.C.
32. That the Regd. U/T own indemnity bond shall not be submitted before approval of plan stating that the Owner/Developer is aware of the existing municipal dumping ground in close vicinity of their plot or the developer or his agent etc. shall not complain about the nuisance from the dumping ground by virtue or subsequent development on the plot and the developer shall declare this fact by way of a clause in agreement to the intended purchaser of the Residential/Commercial/Industrial units in their property.
33. That the requirement of clause 40 & 41 of D.C.R. 1997 shall not be incorporated in proposed plan and requirements shall not be complied with before submitting R.C.C.
34. That the provisions of Rain Water Harvesting as per bye-laws prepared by approved consultants in the field shall not be complied to the satisfaction of Municipal Commissioner while developing plots having area more than 1000 sq. mtrs.
35. That the PAN Card with the photo of the applicant as per proforma shall not be submitted.
36. That the requisitions from fire safety point of view as per D.C.R. 1997 shall not be complied with.



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- 37. That the No dues Pending Certificate to be submitted before C.C.
- 38. That the N.O.C. from A.R. (Environment) for debris shall be submitted before C.C.
- 39. That the bore well shall not be constructed in consultation with H.R. before requesting for C.C.
- 40. That all exterior wall shall not be constructed as per circular No.C/PD/12367 dtd. 17.03.2005.
- 41. That the Material testing report periodically shall be submitted before C.C.



- GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.**
- 1. That the Plinth/stilt height shall not be get checked by this office staff.
 - 2. That the water connection for construction purposes will not be taken before C.C.
 - 3. That the plan for architectural elevation and projection beyond proposed building line will not be submitted and get approved before C.C.
 - 4. That the debris shall not be transported to the respective Municipal Dumping site and Collection to that effect shall not be submitted to this office for record.

GENERAL CONDITIONS TO BE COMPLIED BEFORE C.C.

- 1. That the dust bin will not be provided as per C.E.'s Circular No. CE/9297/II of 26.5.1978.
- 2. That 3.05 mt wide paved pathway upto staircase will not be provided.
- 3. That the surrounding open spaces, parking spaces and terraces will not be kept open.
- 4. That the name plate/board showing Plot No., Name of the Bldg, etc will not be displayed at a prominent place before O.C.C./B.C.C.
- 5. That cartage entrance shall not be provided before starting the work.

THIS IS TO CERTIFY THAT THE ABOVE SUBJECT IS IN THE PROVISION OF URBAN LAND ACT, 1974.

Signature of
 Municipal Engineer
 Bangalore

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6. That R.C.C. will not be obtained and L.O.D. and debris deposit etc. will not be obtained for refund within a period of 6 years.
7. That the sub-structural permission/revise N/A shall not be submitted before occupation.
8. That terrace, sanitary blocks, nahanis in kitchen will not be made water proof and same will not be provided by method of pounding and all sanitary connections will not be leak proof and smoke test will not be done in presence of municipal staff.
9. That final N.C.C. from H.E./Deptt./ E.B. (S.W.D.), City Inspector shall not be submitted before occupation.
10. That final N.C.C. from A.A. & C. B./South shall not be submitted before occupation.
11. That Structural Engineers laminated final Stability Certificate along with upto date balance copy and R.C.C. design drawings shall not be submitted.
12. That the separate vertical down pipe, soil pipe, with separate gully trap, water, masonry C.H. Tank etc. in the building for Home/Institution Home user will not be provided and the drainage system or the residential part of the building will not be affected.
13. That the debris shall not be removed before submitting the plans.
14. That canvas mounted plans shall not be submitted along with Notice of Completion of work u/sec 333A of M.M.C. Act for work completed on site.
15. That every part of the building constructed and more particularly C.H. tank will not be provided with proper access for staff for R.C.C. office with a provision of safe and stable ladder.
16. That Site Supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format.
17. That the Memorandum hints for disposal of Wet Waste as per the design and specifications of organizations/individuals specialised in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M., shall not be provided to the satisfaction of Municipal Commissioner.



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D - CONDITIONS TO BE COMPLIED WITH BEFORE H.C.C.

1. That certificate under Sec. 207A of B.M.C. Act will not be obtained from H.E.'s Department regarding adequacy of water supply.

THIS I.O.D. (P.C.) IS ISSUED SUBJECT TO THE PROVISIONS OF URBAN LAND CEILING AND REGULATIONS ACT 1971

25 FEB 2009

EXECUTIVE ENGINEER,
BUILDING PROPOSAL (W.S.)

D:\PRADNYA\ICDVA\4566 R.doc



बल - १		
३२६६	८३	१००
२०१६		

NOTES

- (1) The works to be done should be planned unless objections are complained with.
- (2) A certificate of layout/propose plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for construction purposes. Residence of workers shall not be allowed on site. The temporary structures for storing construction material shall be demolished before submission of building completion certificate and certificate signed by architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers before starting the work.
- (5) Water connection for construction purposes will not be given until the boarding is constructed and application made to the Ward Officer with the necessary details for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards at least 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilized for their construction works and they will not use any Municipal Water for construction. If it fails in this, it will be presume that Municipal tap water has been consumed on the site and bills preferred against them accordingly.
- (7) The construction of stem wall for supporting the deposit of building materials shall be erected before starting any excavation. If any materials may be expected to be stored in front of the excavation, the excavator shall deposit, etc. should not be deposited over the site as per the permission from the Ward Officer. Without obtaining the permission from the Ward Officer, no work should be started.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this authority.
- (9) No work should be started unless the structural design is approved.
- (10) The work above ground should not be started before the same is shown to this office and acknowledged receipt obtained from this regarding correctness of the open spaces.
- (11) The application for sewer stub connections, if necessary, should be made simultaneously with the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road or footpath.
- (12) All the terms and conditions of the approved layout/amb-division under No. _____ of _____ should be adhered to and complied with.
- (13) No Building/Trade Completion Certificate will be accepted when water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 346 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreational ground/amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including repaving, lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having break glass pieces at the rate of 125 cubic meters per 10 sq. meters below ground.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of ground surface and without obstructing flow of rain water from adjoining holding before starting the work to protect the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.



बल-१	
38EG	CR/200
२०१६	

(20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13 (b) of the Rent Act and in the event of your proceeding with the work either without intimation about commencement of the work under Section 347 (1) (iv) or your starting the work without removing the structures proposed to be demolished, the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (17 of the Town Planning Act), will be withdrawn.



If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
 Specific plans in respect of evicting or rehusing the existing tenants on your stating their number and the mode in description of each.
 A mutually signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
 A plan showing the phased programme of construction has to be duly approved by this office before starting the work so as not to compromise at any stage of construction, the Development Control Rules regarding air spaces, light and ventilation of existing structure.

- (22) In case of extension to existing building, blocking of existing windows of reconducting light and air from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will cause water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) The height of the overhead storage work above the finished level of the terrace shall not be more than 1 meter.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the tanks and other appliances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 387-2a of the Municipal Corporation Act.
- (30) All gull traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all drains shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed or tightly serving the purpose of a lock and the coupling pipes of the ribbet protected with screw or other alloy pieces (like garden manholes) with copper pipes with perforations each not exceeding 1.5 mm in diameter the cover shall be made easily, safely and permanently accessible by providing a firmly fixed iron ladder; the upper ends of the ladders shall be carried and extended 40 cms. above the top where they are to be fixed and its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to cover the use of plate glass for coping over compound wall.
- (32) (a) Ladders should be provided as required by By-law No. 5 (b).
 (b) Tanks or Arches should be provided over Eaves and Window opening.
 (c) The drains should be laid as require under Section 214-1 (a).
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.

125 FEB 2009

COPY TO LICENSED SURVEYOR **TRUE COPY** For S-P ASSOCIATES
 Executive Engineer, Building Proprietor

बाल-१		
3760	47	700
२०१६		

मुंबई नगरपालिका महानगरपालिका
मुंबई नगरपालिका महानगरपालिका
मुंबई नगरपालिका महानगरपालिका

MUNICIPAL CORPORATION OF GREATER MUMBAI
No. CHE/ A-4566/BP(WS)/AR of **11 NOV 2015**

To,
Shri Parag Mungale of
M/s. S. P. Associates,
Architect.



Sub : Proposed building on property (Bearing No. 170, Village Akurli, Kandivli (East), Mumbai)

Ref : Your letter dated 26.10.2015

Gentleman,

There is no objection to carry out the work as per amended plans submitted by you vide your letter under reference subject to the following conditions:-

1. All the objections of this office Intimation of Disapproval under No. dt.25.02.2009 shall be applicable and should be complied with.
2. That the revised R.C.C. design and calculation should be submitted.
3. That the Revised Drainage approval shall be obtained before C.C.
4. That the development charges and all payments as per M.R. & T.P. (Amendment) Act, 1992 will be paid before C.C.
5. That extra water and sewerage charges will not be paid to A.E.W. R/South Ward before C.C.

One set of approved/certified plan is returned herewith as a token of approval.

Yours faithfully,

Encl.: 1 set of plan.

Executive Engineer Bldg. Propl.
(W. S.) 'R' Ward

CHE-4566 AR - 07112015.doc

बाल - १		
3754	CE	300
२०२६		

No. CHE/ A-4566/BP(WS)/AR of 16 NOV 2015



- Copy to : 1. Owner, Shri Premal S. Parekh.
2. Asstt. Commissioner 'R/South' Ward.
3. A.E.W.W. 'R/South' Ward.

For information please.

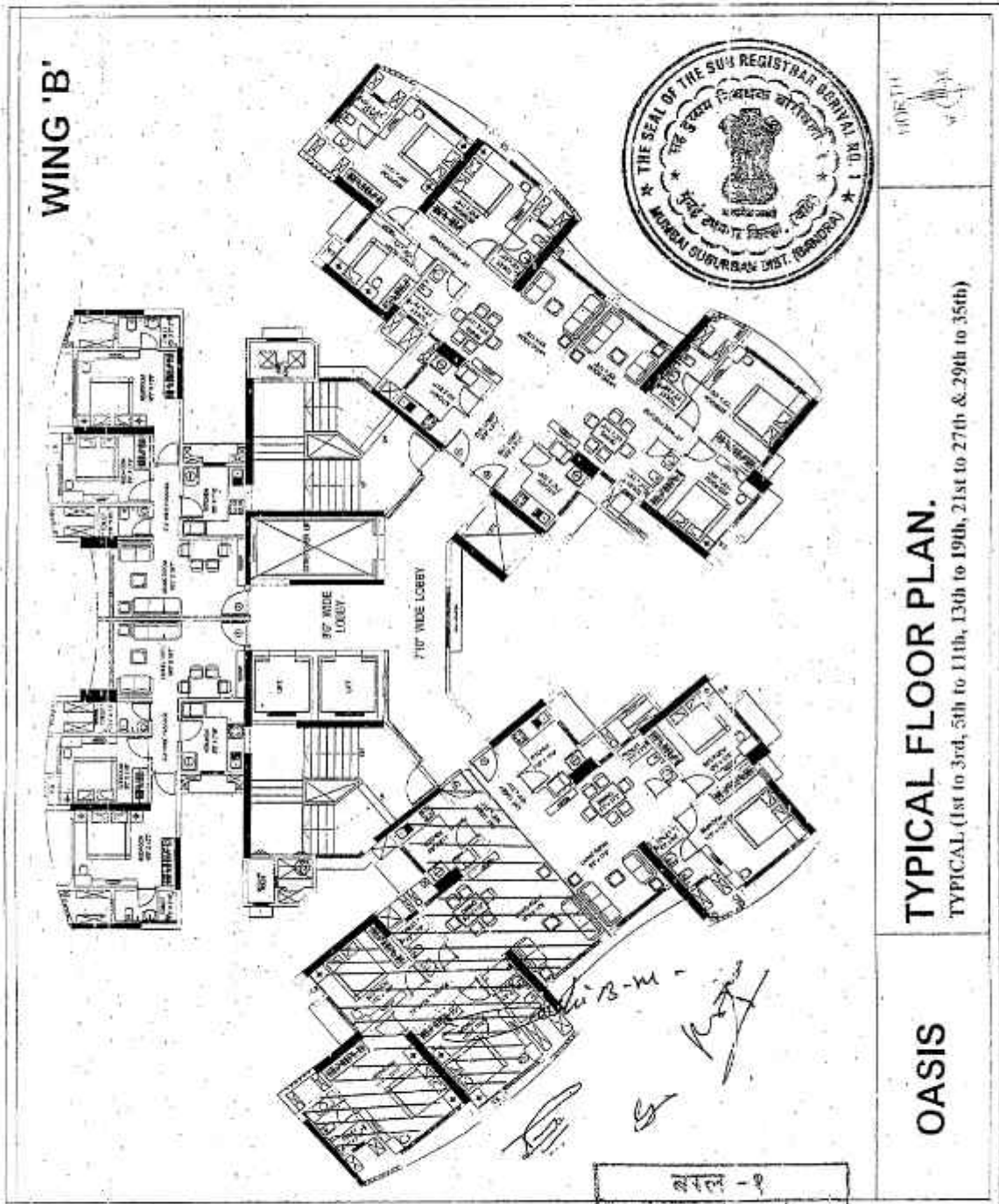
P. N. S.
16-11-15
SECRETARY

16-11-15
E.E.B.P. (W.S.) 'R' Ward.

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बल-१		
87E6	CO	700
२०१३		

ANNEXURE 6



ANNEXURE 17

Common Area:-

- i. The foundations, columns, girders, beams, supports, main walls, roofs, hulls, corridors, lobbies, stairs, stair ways, fire-escapes and entrances and exits of the buildings;
- ii. The basements, gardens, parking areas and storage spaces;
- iii. The premises for the lodging of janitors or persons employed for the management of the property;
- iv. Installations of central services;
- v. The elevators, tanks, pumps, motors, fans compressors, ducts and in general all other apparatus and installations existing for common use and
- vi. All other parts of the property in common use;

Fittings & Fixtures

Elegant Vitrified Flooring
Branded Wall Tiles
Premium Bathroom Fittings
Wooden Flooring in Master Bedroom
Video Door Phone



Lifestyle Amenities

Club House	Meditation & Yoga Room	Children's Play Area
Swimming Pool	Mini Theater	Gymnasium
Party Lounge	Steam, Sauna, Jacuzzi	Amphitheatre
Adventure Sports	Guest Rooms	

[Handwritten signatures]

खतल - १		
१०१६	६०	१०००
२०१६		

घोषणापत्र

मी रामचंद्र टी. बिजय यादवारे घोषित करतो की, सह.दु.नि. बरल-1 यांच्या कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. राहुल बिजय यांनी दिनांक 18/12/2014 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून कबुली जबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द झालेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दवातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथत चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये निलेस मी पात्र राहिल राची मला जाणीव आहे.

दि. 10/04/2016



रामचंद्र टी. बिजय

बरल-१		
3066	707	900
२०१६		

घोषणापत्र

मी गोपाल बाबू सुवर्णा याद्वारे घोषित करतो की, सह.दु.नि. बरत-1 यांच्या कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्रेया बिजय यांनी दिनांक 18/12/2014 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सादर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून कबुली जबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दवातल ठरलेले नाही. सादरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सादरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम 1908 चे कलम 42 अन्वये निलेश मी पात्र राहिन याची मला जाणीव आहे.



गोपाल बाबू सुवर्णा

दि. 16.4.2016

बरत-१		
3000	900	900
२०१६		

घोषणापत्र

मी जनार्दन नाईक याद्वारे घोषित करतो की, दुय्यम निबंधक बोरीवली - 1 यांच्या कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. ऍकमे हाउसिंग इंडिया प्राईवेट लिमिटेड चे ऑथोराइस सिग्नेट्रि भूपेंद्र दोशी यांनी दिनांक 30/10/2014 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सादर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून कबुली जबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दवातल ठरलेले नाही. सादरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सादरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये निक्षेस मी पात्र राहिन याची मला जाणीव आहे.




जनार्दन नाईक

दि. १६ एप्रिल २०१६

बरेल - १		
३४६६	१४८	१००
२०१६		

घोषणापत्र

मी निनाद कदम याद्वारे घोषित करतो की, दुय्यम निबंधक बोरीवली - 1 यांच्या कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. मे. ग्लोमोर कंस्ट्रक्शन्स चे भागीदार पारस किरीट मेहता यांनी दिनांक 04/10/2014 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून कबुली जबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहुन देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहुन देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दवातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम 1908 चे कलम 12 अन्वये निक्षेस मी पात्र राहीन याची मला जाणीव आहे.




निनाद कदम

दि. 16/11/2016

वरल - १		
3056	788	900
२०१६		

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ACME HOUSING INDIA PRIVATE
LIMITED

19/04/2001

Permanent Account Number

AADCA0705E

1902107

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

CLOWRE CONSTRUCTIONS

24/11/2005

Permanent Account Number

AAJFG4549D

12100010



करल - १		
3086	78	700
२०१६		



3414414
REGISTRATION DEPARTMENT
RAHUL RAMCHANDRA SHUKLA
RAMCHANDRA TEJRA SIDA
0603719379
Phone: 8034276
CROD 8034276
Rahul Shukla

Rahul Shukla

बरल - १		
३०६७	१०००	१०००
२०१६		

Paul Bispa

संयुक्त फार्मि
रजिस्ट्रार कार्यालय
पहिले पंचायत समिती
पंचायत समिती, तुळजा बुवा
080711978
पहिले पंचायत समिती
080803474



बरेल - १		
३०६६	१०००	१०००
२०१६		



पञ्जाब पंजाब

INCOMETAX DEPARTMENT

SHREYA RAHUL BISAI

GOPAL BABU SUVARNA

14/11/1983

Permanent Account Number

BGHPSS9767E

Shreya Bisai

Signature

भारत गणराज्य

GOVT. OF INDIA



बतल - १		
30/11/83	901	900
2085		

महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग
मुल्यांकन अहवाल सन 2016

1. मालकी प्रकार :- तयारलाना अनुच्छेद क्रमांक २७(ख)
 2. सादाकऱ्याचे नाव :- राहुल विजय
 3. ~~पत्ता~~ / ~~संकेत~~ / बोरीवली / ~~कुठला~~
 4. मालकी नाव :- आकली
 5. मालकी क्रमांक/सर्व्हे क्र./अंतिम मुखेड क्रमांक :- 170
 6. मालकी दरविभाग (झोन) :- 77 उपविभाग 340
 7. मालकीचा प्रकार :- खुली जमीन निवासी कार्यालय दुकान अ. म. मिक
 8. मालकीची मी.दर :- 1,25,300/- p



9. मालकीत नमुद केलेल्या मालकीचे क्षेत्रफळ :- 105.46 कारघेट / बिन्ट अप चौ.मीटर फूट
 10. कारघाटकेंय :- 13.94 मच्ची :- प्रोटमाळा
 11. मालकीचा प्रकार :- हाकविसवा म्हाला + 3 खतल पोर्जीयम
 12. मालकीचा दर्ज :- घसारा
 13. मालकीचा प्रकार :- आरशीसी ~~उत्तर पक्के~~ / ~~अर्धे पक्के~~ / ~~कुठले~~
 14. मालकीत नमुद केलेल्या मालकीतील मार्गदर्शक सुचना क्र. :- 19 ज्यामध्ये दिलेली पत्र 15-1
 15. मालकीत नमुद केलेल्या मालकीत असल्यास :- 1. त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र) :-
 2. नवीन इमारतीत दिलेले क्षेत्र :-
 3. माट्याची रक्कम :-
 16. मालकीत नमुद केलेल्या मालकीत असल्यास :- 1. प्रतिमाह भाडे रक्कम :-
 2. अनामत रक्कम / आगावू भाडे :-
 3. कालावधी :-

17. मालकीत नमुद केलेले बाजारमूल्य :- 1,56,98,500/-
 18. मालकीमध्ये दर्शविलेली मोबदला :- 1,33,29,800/-
 $\text{Total} = 105.46 \times (1,25,300 + 15\%)$
 $\text{parking} = 13.94 \times (1,25,300 + 15\%) \times 25\%$
1,51,96,300/-
5,02,200/-
1,56,98,500/-

19. मालकीचा शुल्क :- 7,85,000/- भरलेले मुद्रांक शुल्क :- 7,85,200/-
 20. मालकीची मी.दर :- 30,000/-

बरल - १	
3886	90900
२०१६	

किशोरबाई
सह दुय्यम निबंधक

Summary I (GoswaraBhag-1)

324/3467

शनिवार, 16 एप्रिल 2016 12:11 म.ने.

दस्ता घोषवारा भाग-1

बरल-१

दस्ता क्रमांक: 3467/2016

दस्ता क्रमांक: बरल-१ /3467/2016

घाजान मुख्य: रु. 1,56,98,500/- मोबदला: रु. 1,33,29,800/-

भारतसे मुद्रांक शुल्क: रु.7,85,200/-

दु. नि. सह. दु. नि. बरल-१ गांधी कार्यालयात

अ. क्र. 3467 बर दि. 16-04-2016

रोजी 12:10 म.ने. वा. हजर केला.

पावती:4111

पावती दिनांक: 16/04/2016

सावरकरगाराचे नाव: राहुल विजय रॉफे मुखत्यार रामचंद्र टी. विजय --

नोंदणी फी रु. 30000.00
दस्ता हाताळणी फी रु. 3540.00
पृष्ठांची संख्या: 177

दस्ता हजर करणाऱ्याची सही:

एकूण: 33540.00

सह. दु.व्यय निबंधक, कोषिकानी क्र.-१,
मुंबई उपनगर जिल्हा.

सह. दु.व्यय निबंधक, कोषिकानी क्र.-१,
मुंबई उपनगर जिल्हा.

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थानगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (डोन) मध्ये तयार न केलेल्या कोणत्याही बागरी क्षेत्रात

शिक्षा क्र. 1 16 / 04 / 2016 12 : 10 : 22 PM ची वेळ: (सावरीकरण)

शिक्षा क्र. 2 16 / 04 / 2016 12 : 11 : 06 PM ची वेळ: (फी)

बरल - १		
५४६७७	१७५	१७७
२०१६		



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प्रतिज्ञापत्र

* सदर दस्तावेज हा कोर्टाची आज्ञा १९९८ अंतर्गत अखत्यारीत तयार करण्यात आलेल्या कोर्टाच्या आज्ञेत नसल्याने असेल. * दस्तावेज तयार करताना कोर्टाच्या आज्ञेत नसल्याने असेल. * दस्तावेज तयार करताना कोर्टाच्या आज्ञेत नसल्याने असेल. * दस्तावेज तयार करताना कोर्टाच्या आज्ञेत नसल्याने असेल.

लिहून देणारे :

लिहून घेणारे :

Summary-2(दस्त गोषवारा भाग - २)



16/04/2016 12:26:29 PM

दस्त गोषवारा भाग-2

वरल-१

दस्त क्रमांक:3467/2016

दस्त क्रमांक :वरल-१ /3467/2016

दस्तावा प्रकार :करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	ध्यायचित्र	अंगठ्याचा ठसा
1	नाव:मे. खोमोर कंस्ट्रक्शन्स चे भागीदार पारस किरीट मेहता तर्फे मुखत्यार, निनाद कदम - पत्ता:प्लॉट नं. -, माळा नं. 4, इमारतीचे नाव: वसुंधरा वील्डींग, ब्लॉक नं: विलेपारले पश्चिम मुंबई, रोड नं: एच. पी. रोड, महाराष्ट्र, मुम्बई, पिन नंबर:AAJFG4549D	मान्यता देणार वय :-44 स्वाक्षरी:-		
2	नाव:एकमे हाउसिंग डेव्हिया प्राईवेट लिमिटेड चे ऑफिसर/इन्स सिनेट्टि भूपेंद्र दोशी तर्फे मुखत्यार जनार्दन नाईक - पत्ता:प्लॉट नं: वील्डींग नं. 10 , माळा नं: 5, इमारतीचे नाव: सोफिटेयर कॉर्पोरेट पार्क , ब्लॉक नं: अंधेरी पूर्व मुंबई , रोड नं: पुढ हार्मोव्हिन्सजी रोड, तकाला, महाराष्ट्र, मुम्बई, पिन नंबर:AADCA0705E	लिहून देणार वय :-60 स्वाक्षरी:-		
3	नाव:राहुल विजय तर्फे मुखत्यार रामचंद्र टी, विजय - पत्ता:सी-401, - सुयोग अपार्टमेंट्स, दहिसर पश्चिम मुंबई, एच एम रोड, दहिसर, MAHARASHTRA, MUMBAI, Non-Government. पिन नंबर:CBQPB0347G	लिहून देणार वय :-70 स्वाक्षरी:-		
4	नाव:शेया विजय तर्फे मुखत्यार औपाल बाबू सुवर्णा - पत्ता:प्लॉट नं: सी-401, माळा नं: -, इमारतीचे नाव: सुयोग अपार्टमेंट्स, ब्लॉक नं: दहिसर पश्चिम मुंबई, रोड नं: एच एम रोड, महाराष्ट्र, मुम्बई, पिन नंबर:EGRPS9767E	लिहून देणार वय :-69 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तयारकथित करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करणार
मिळा क्र.3 ची वेळ:16 / 04 / 2016 12 : 25 : 05 PM

वरल - १
27/04/2016
2016

श्रेय:-

खालील इयम असे निवेदीत करतात की ते दस्तऐवज करून देणाऱ्यांनी व्यक्तीशः ओळखतात, व त्यांची श्रेय पटविततात

अनु क्र.	पक्षकाराचे नाव व पत्ता	ध्यायचित्र	अंगठ्याचा ठसा
1	नाव:भावेश - भिसाल वय:23 पत्ता:शिव कृपा ज्ञान, जानू कंपाउंड, कल्याण, महाराष्ट्र, मुम्बई तलाव, मालाड पूर्व मुंबई पिन कोड:400097	स्वाक्षरी	
2	नाव:रोहित - सावंत वय:20 पत्ता:रुम नं.3 उदर सेन पंजाब रोड, ब्लॉक नं. 1 कृष्ण वीलेज, मालाड पूर्व मुंबई	स्वाक्षरी	



Summary-2(दस्त गोषवारा भाग - २)

पूर्व मुद्राई
पिन कोड:400037

(Signature)



शिवका क्र.4 ची वेळ:16 / 04 / 2016 12 : 26 : 03 PM

शिवका क्र.5 ची वेळ:16 / 04 / 2016 12 : 26 : 23 PM मॉदणी पुस्तक 1 मध्ये

(Signature)
सह. हुयम विभाग, कोरीवली क्र.-१,
मुंबई उपनगर जिल्हा.

EPayment Details.

बरल - १		
३४६७	१७७	१७७
२०१६		

sr.	Epayment Number	Defacement Number
1	MH008326368201516R	0000203902201617

3467 /2016

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दस्तावेजाचा प्रत २०१६ पासून आढळत.
(Signature)
सह. हुयम विभाग, कोरीवली क्र.-१,
मुंबई उपनगर जिल्हा.



बरल - १/ ३४६७ / २०१६
पुस्तक क्रमांक : १, क्रमांकवर
मोपलत
दिनांक : १७/४/१६

(Signature)
सह. हुयम विभाग, कोरीवली क्र.-१,
मुंबई उपनगर जिल्हा.