



Tuesday, May 05, 2009

11:22:23 AM

**Original**

नोंदणी 39 म.

Regn. 39 M

**पावती**

पावती क्र. : 3998

गावाचे नाव चांदिवली

दिनांक 05/05/2009

दस्तऐवजाचा अनुक्रमांक वदर3 - 03848 - 2009

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: जयंत परीमल

**DELIVERED**

नोंदणी फी	:-	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (51)	:-	1020.00
<b>एकूण</b>	<b>रु.</b>	<b>31020.00</b>

आपणास हा दस्त अंदाजे 11:37AM ह्या वेळेस मिळेल

**दुय्यम निबंधक**  
कुर्ला 1 (कुर्ला)

बाजार मूल्य: 9270840 रु. मोबदला: 12525340रु.

भरलेले मुद्रांक शुल्क: 608900 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: एचडीएफसी बँक

डीडी-धनाकर्ष क्रमांक: 002974; रक्कम: 30000 रु.; दिनांक: 29/04/2009

**रुप दुय्यम निबंधक**  
**कुर्ला-१ (वर्ग-२)**



दुय्यम निबंधक: कुर्ला 1 (कुर्ला)

दस्तक्रमांक व वर्ष: 3848/2009

Tuesday, May 05, 2009

11:23:14 AM

सूची क्र. दोन INDEX NO. II

पानाची क्र. व

Page no. me

गावाचे नाव : चांदिवली

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणा देतो की पट्टेदार ते नमूद करावे) कसारनामा  
मोबदला रू. 12,525,340.00  
बा.भा. रू. 9,270,840.00
- (1) वर्णन: विभागाचे नाव - चांदिवली - कुर्ला , उपविभागाचे नाव - 115/542A - भूभाग : चांदिवली गावातील खालील मिल्कती.-----प्लॉट नं डी 1601/02, 16 वा मजला,डी विंग, लेक ल्युसर्न,फेस -3,सब प्लॉट नं 4, लेक होम्स, ऑफ आर्डी शंकराचार्य मार्ग, गोपाळ शर्मा स्कूल जवळ. पवई मुं 76. स्त्रील्ट अधिक 22 मजल्यांची इमारत.सिलीएस नं 11वी,13,11वी/8 रावई नं 6.
- (3)क्षेत्रफळ (1)बाणीव मिल्कतीचे क्षेत्रफळ 127.128 चौ.मी. आहे.
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)-
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मेसर्स एकता सुप्रिम हाऊसिंग तर्फे भागीदार श्री.विवेक मोहनानी व विशाल कुमारानी या दोघाव्यावतीने कु नु म्हणून श्री.हर्षवर्षे सत्यवान कोळी AABFE 7069 G --: घर/प्लॉट नं: लेक होम्स, ऑफ आर्डी शंकराचार्य मार्ग, गोपाळ शर्मा स्कूल जवळ. पवई मु 76. --: गल्ली/रस्ता: --: ईमारतीचे नाव: --; ईमारत नं: --; पेठ/वसाहत: --; शहर/गाव: --; तालुका: --; पिन: --; पत्ता नम्बर: --.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) जयंत परीमल --: घर/प्लॉट नं: प्लॉट नं 1146/1, सेक्टर 2 डी, श्री स्वामी नारायण मंदीर, गांधी नगर गुजरात आज मुंबई त; गल्ली/रस्ता: --; ईमारतीचे नाव: --; ईमारत नं: --; पेठ/वसाहत: --; शहर/गाव: --; तालुका: --;पिन: --; पत्ता नम्बर: ABRPJ 4172G.
- (7) दिनांक करून दिल्याचा 23/04/2009
- (8) नोंदणीचा 05/05/2009
- (9) अनुक्रमांक, खंड व पृष्ठ 3848 /2009
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 608875.00
- (11) बाजारभावाप्रमाणे नोंदणी रू 30000.00
- (12) शेरा



खरी प्रत

ह. दुय्यम निबंधक, कुर्ला-१  
मुंबई उपनगर जिल्हा,

Serial No. 1548 Date 23/4/09

Name \_\_\_\_\_

& Address \_\_\_\_\_

Value Rs. 608900/-

HDFC BANK LTD. (LAKSHMI PURA)  
100, LAKSHMI PURA, MUMBAI-400076

**HDFC BANK** **HDFC BANK LTD.**

**PART III**

For the Customer  
**ACKNOWLEDGEMENT**

Serial No. 177807 1548

Received From : JAYANT PARIMOL

Franking Amount : 608900/-

Charges : \_\_\_\_\_

Total : 608900/-

Vide P/O No. / Cash / Transfer Cheque SS9447

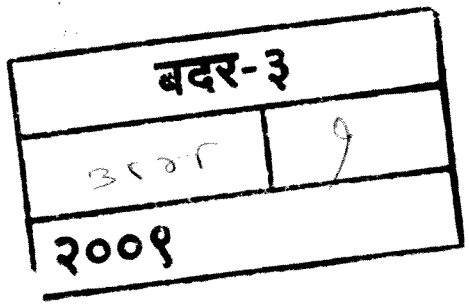
Drawn on \_\_\_\_\_

or Cash towards franking of document

Signature / Stamps of Bank



Signature of Customer :  
I confirm that I have checked the value franked and the bank is not liable for anything related to the document.



**AGREEMENT FOR SALE**

THIS AGREEMENT is made at Mumbai this 23 day of April in the Christian Year Two Thousand Nine

Between

**EKTA SUPREME HOUSING**, a Partnership Firm registered under the Indian Partnership Act, 1932 and having its office at "Lake Homes", Off. Adi Shankaracharya Marg, Near Gopal Sharma School, Powai, Mumbai - 400 076, herein referred to as "**the Developer**" (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 survivor or survivors of them and the heirs, executors and administrators of such last surviving partner, his/her/their assigns) of the ONE PART

And

MR JAYANT PARIMOL

residing at/having his/her/their/its address at Plot No. 146/1 Svc. 23, Mr. Swami Narayan Temple, Chaudhargate, Colaba, 400002.

herein referred to as "**the Purchaser/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their/its heirs, executors, administrators and permitted assigns) of the OTHER PART:

*[Handwritten signature]*

*[Handwritten signature]*

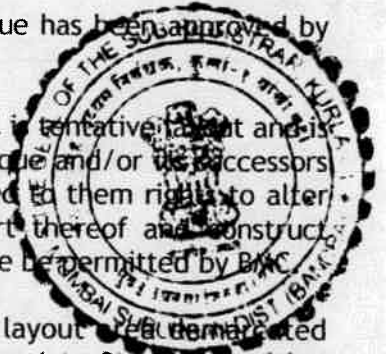
*[Handwritten signature]*

Vertical text on the right side of the page, including "INDIA STATE" and other illegible markings.

**WHEREAS:**

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- a) By and under a Memorandum of Understanding dated 24<sup>th</sup> April, 1992, as modified by a Registered Deed of Confirmation-cum-Modification dated 4<sup>th</sup> February, 2000, Mr. Jitendra A. Sheth, Karta and Manager of the A.D. Sheth HUF, and the then members of the A.D. Sheth HUF (herein collectively referred to as "the Owners") have granted to Unique Estates Development Co. Ltd. (herein referred to as "Unique") the development rights inter alia in respect of the lands bearing Survey No.6 (Part), then bearing CTS No.11(Part) and now bearing CTS Nos.11B/1A, 11B/4 (Part) and 11B/8 of Village Chandivli, Taluka Kurla Mumbai Suburban District and shown verged blue on the Plan annexed and marked as **ANNEXURE "A"** hereto (herein referred to as "the larger Property") for the consideration and on the terms and conditions therein contained.
- b) The said Deed of Confirmation-Cum-Modification dated 4<sup>th</sup> February, 2000, with the said Memorandum of Understanding dated 24<sup>th</sup> April, 1992, is registered with the office of the Sub-Registrar, Mumbai at Serial No. BBJ-860/2000 on 10<sup>th</sup> February, 2000.
- c) Unique accordingly became entitled inter alia to develop the larger Property and to construct buildings thereon and to enter into Agreements giving development rights in respect of the portions of the larger Property, as more particularly recorded in the said Memorandum of Understanding dated 24<sup>th</sup> April, 1992 and Deed of Confirmation-cum-Modification dated 4<sup>th</sup> February, 2000.
- d) The Additional Collector & Competent Authority (ULC), Greater Bombay, has by his Order, inter alia, declared the larger property as non-vacant land under the provisions of The Urban Land (Ceiling and Regulation) Act, 1976.
- e) A layout in respect of the larger property as prepared by Unique has been approved by the Brihanmumbai Mahanagar Palika (BMC).
- f) The said layout as prepared by Unique and approved by the BMC is tentative and is liable to be changed or revised as per the requirements of Unique and/or its successors and/or the BMC and Unique and/or its successors have reserved to them right to alter the layout/ make variations in the entire layout or any part thereof and construct thereon such buildings and for such use as may from time to time be permitted by BMC.
- g) Unique has for the development of the larger property as a layout subdivided the larger property into Sub-Plots (designated as Sub-Plots Nos.1 to 9) with provision for internal access roads and various infrastructure/services/facilities/amenities including recreation and garden areas, club house, swimming pool and other ancillary areas.
- h) Unique through its Division known as "Nest Developers" is developing the portion admeasuring about 5650 sq.mtrs out of the larger Property, shown hatched in colour black on the said Plan **ANNEXURE "A"** hereto and designated by Unique as Sub-Plot No. 2, by construction thereon of a building complex known as "Nest Complex".
- i) Unique has obtained approval of BMC to the building Plans for construction of Buildings "A", "B", "C", "D" and "E" on the said Sub-Plot No.2 and has constructed the said Buildings inter alia by utilising Floor Space Index (FSI) to the extent of 9906 sq.mtrs (equivalent to 1,06,630 sq.ft.) arising from the larger Property.



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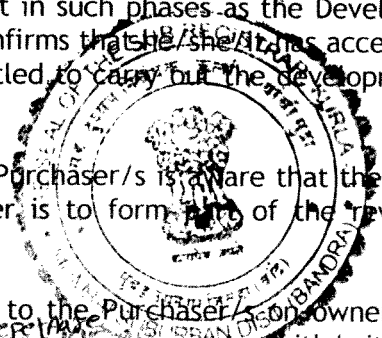
- j) As represented by Unique to the Developer, Unique has complied with the terms and
- k) conditions of the ULC Order and other permissions in so far as they pertain to the construction of buildings "A", "B", "C", "D" and "E" of the said Sub-Plot No.2.
- l) The Sub-Plots demarcated by Unique out of the larger Property designated as Sub-Plot No.1 and Sub-Plot Nos.3 to 9 are shown verged by a red colour line on the said Plan ANNEXURE "A" hereto.
- m) The said Sub-Plot No.1 and Sub-Plots Nos.3 to 9 (hereinafter collectively referred to as "the said lands") are to be developed.
- n) By and under an Agreement for Development (herein referred to as "the said Development Agreement") Unique has entrusted unto the Developer rights to develop the said lands shown on the said Plan ANNEXURE "A" hereto.
- o) The Developer in accordance with the terms and conditions of the said Development Agreement is entitled to carry out development work on the said Sub-Plots as a layout area and utilising the entire Floor Space Index (FSI) including FSI of other properties by way of Transfer of Development Rights (TDR FSI) as may be permissible on the said larger property excluding the FSI utilised by Unique on the said Sub-Plot No.2 as recited hereinabove.
- p) The Developer accordingly is entitled to carry out development work on the Sub-Plots Nos.1 and 3 to 9 (as a layout area) and carry out construction of buildings thereon for residential use and for such other uses (including providing of convenient shopping) as may be permissible under the Development Control Regulations in vogue in Brihan Mumbai.
- q) In accordance with the provisions of the said Development Agreement on fulfillment by the Developer of the relevant terms and conditions contained therein and to be fulfilled on the part of the Developer, the Developer is entitled without affecting the layout and Plans in respect of Sub-Plot No.2, the common garden, the club house complex, the portions falling in D.P.Road of CTS No. 198/4 part and the internal roads) at its own costs and expenses in all respects:
- (i) to revise the lay out of all the remaining area of the larger property including any of the Sub-Plot Nos.1, 3, 4, 5, 6, 7, 8 and 9.
  - (ii) to get the building Plans in respect of the buildings to be constructed thereon amended in accordance with law and in such manner as it may determine.
  - (iii) to use and consume on the said land the entire TDR FSI as well as the entire balance FSI (that is other than the FSI consumed in Buildings on Sub-Plot No. 2) available in respect of the larger Property, and
  - (iv) to decide at its discretion the quantum of FSI and/or the TDR FSI to be utilised in the construction to be put up on each of the said Sub-Plot and/or on different portions of the said land.
- r) The Developer has informed the Purchaser/s that the Developer has reserved to it the right to make changes in the layout in respect of the said lands from time to time as



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determined by the Developer at its discretion and to get the revised layout approved from BMC and other concerned authorities.

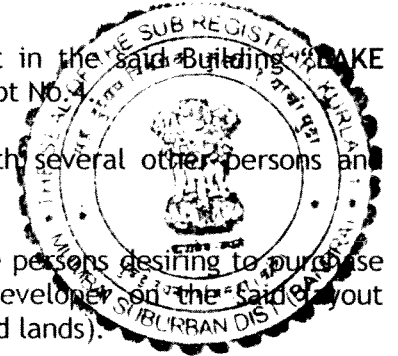
- s) In the meanwhile and pending the Developer obtaining approval of such revised layout, the Developer has commenced construction on Sub-Plot No.4 of one building having four wings and that on the revised layout of the said lands being approved by BMC the development as shall have been carried out by the Developer on the said Sub-Plot No.4 shall dovetail into the entire revised layout to be got approved by the Developer as aforesaid and shall accordingly form part of the development of the revised layout.
- t) The Building now constructed by the Developer on a portion of the said Sub-Plot No.4 as aforesaid is herein referred to as "the said Building" and the said Building is known as "LAKE LUCERNE" and at present envisaged comprise of four wings being Wings A, B, C and D.
- u) The building Plans in respect of the said Building "LAKE LUCERNE" got approved by BMC under I.O.D No.CE/3730/BPES/AL and amended Plans are approved on 19.11.2008.
- v) The Developer has informed the Purchaser/s and the Purchaser/s is aware that the Developer has carried out development/construction work on the said Sub-Plot No.4 more particularly described in the First Schedule hereunder written as per the revised layout got approved by the Developer from BMC and other Concerned Authorities as aforesaid with such modifications made thereto by the Developer as determined from time to time and the development work is carried out in such phases as the Developer from time to time determined and the Purchaser/s confirms that he/she/it has accepted such right of the Developer and the Developer is entitled to carry out the development work accordingly.
- w) The Developer has informed the Purchaser/s and the Purchaser/s is aware that the said Building which is being constructed by the Developer is to form part of the revised layout.
- x) The Purchaser/s has requested the Developer to sell to the Purchaser/s on ownership basis Flat No. D-160/2 on the 16<sup>th</sup> admeasuring 105.72 sq.mts. with/without Stilt parking space bearing No. --- in --- Wing of the said Building "LAKE LUCERNE" (herein referred to as "the said Flat").
- y) The title of the Owners viz: A.D.Sheth HUF in respect of the larger property is duly investigated by M/s.Kirit N.Damania & Co., Advocates & Solicitors, who have found the same to be clear and marketable. Hereto annexed and marked ANNEXURES B, C, D, 'E' and F, respectively, are;
- (i) Certificate of Title dated 30<sup>th</sup> June, 2004, issued by Messrs.Kirit N. Damania & Co., Advocates & Solicitors, certifying the title of the Owners to the larger Property being clear and marketable.
  - (ii) Property Register Card/s in respect of the larger Property.
  - (iii) I.O.D./amended approval and Commencement Certificate in respect of the Building known as "LAKE LUCERNE".
  - (iv) The floor Plan in respect of the floor of the wing of the said Building in which



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the said flat agreed to be purchased by the Purchaser/s pursuant to this Agreement is located.

- (v) Full Occupation Certificate dated 9<sup>th</sup> January, 2009 issued by the MCGM.
- z) The Purchaser/s is aware that the Developer has reserved to itself and the Developer is entitled to make such changes in the layout (proposed revised layout) in respect of the said lands in such manner as it may determine and the Purchaser/s hereby gives his/her/its irrevocable consent to the Developer so amending the said layout (revised layout) and/or making such amendments/modifications thereto from time to time as may be deemed essential and necessary by the Developer in its absolute discretion.
- aa) The total consideration money agreed to be paid by the Purchaser/s to the Developer for the purchase of the said flat is Rs. 1,25,25,340/- (Rupees One Crore twenty five lakh Twenty five thousand three hundred forty only) and the same is to be paid by the Purchaser/s to the Developer in the manner hereinafter mentioned.
- bb) The Purchaser/s has demanded from the Developer and the Developer has given inspection to the Purchaser/s of all the documents of title relating to the larger property, the Development Agreement, the plans, designs and specifications prepared by the Developers' Architects and such other documents as are specified under The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963 (herein referred to as "the said Act") and the Rules made thereunder.
- cc) This Agreement is restricted and limited to the said flat in the said Building "LAKE LUCERNE" constructed by the Developer on the said Sub-Plot No. 4.
- dd) The Developer has entered into separate agreements with several other persons and parties for sale of Flats in the said Building.
- ee) The Developer shall execute separate agreements with the persons desiring to purchase flats in the other buildings to be constructed by the Developer on the said layout area/revised layout area (i.e. the said Sub-Plots and the said lands).



**NOW IT IS HEREBY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

1. The foregoing recitals shall be treated as forming an integral part of the operative portion of this Agreement for Sale and this Agreement for Sale shall be read, understood and construed accordingly.
2. The Developer has constructed a multi-storeyed building known as "LAKE LUCERNE" having Four Wings (herein referred to as "the said Building") on Sub-Plot No.4 described in the First Schedule hereunder written and forming part of the layout of the larger Property bearing CTS No.11/B/1A, 11B/4 (pt) and 11B/8 of Village Chandivli, Taluka Kurla, Mumbai Suburban District. The said Building contains residential Flats and car parking spaces.
3. The said Building is constructed by the Developer in accordance with the Building Plans prepared by the Architects M/s.Tearch and sanctioned by the Concerned Authorities as aforesaid with such modifications and/or amendments thereto as the Developer has incorporated therein from time to time. The amenities and specifications according to which the said Building

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is constructed and the amenities and specifications provided in all the Flats in the said Building is as per the particulars given in the Second Schedule hereunder written.

4. The Purchaser has prior to the execution of this Agreement satisfied himself/herself/itself about the title of the Owners to the larger property (of which the land described in the First Schedule hereunder written forms part) and the Purchaser shall not be entitled to further investigate the title of the Owners and no requisition or objections shall be raised upon any matter relating thereto. A copy of the Certificate of Title given by Messrs. Kirit N. Damania & Co., Advocates and Solicitors, is hereto annexed and marked as ANNEXURE "B".

*Carpet Area*

5. The Developer shall sell to the Purchaser Flat No. D-160/2 on the 16<sup>th</sup> Floor admeasuring 105.34 sq.mts. with/without Stilt parking space bearing No. --- in --- Wing of the said Building known as "LAKE LUCERNE" being constructed on the said Sub-Plot No.4 (herein referred to as "the said Flat"). The Plan in respect of the said Flat is hereto annexed and shown hatched in red colour and marked as ANNEXURE "E".

6. The common areas and facilities for the said Building i.e. related common areas and facilities for the said Building, percentage of the share of the said Building in the said lands and in the other common facilities of the layout of the said lands, relative common areas and facilities for the said flat, percentage of undivided interest of the said Flat in the common areas and facilities of the said Building as also the percentage of undivided interest of the said Flat in the restricted common areas and other facilities provided on the floor on which the same is located are as per the particulars thereof as given in the Annexure hereto annexed and marked ANNEXURE "G". The aforesaid percentages are tentative and are liable to be increased or decreased in the event of there being changes in the Building Plans.

7. The Purchaser shall pay the consideration of Rs. 1,25,25,340/- (Rupees One Crore Twenty five lakh Twenty five thousand three hundred forty only) in the following manner:

(a) Rs. 15,25,340/- (Rupees Fifteen lakh twenty five thousand three hundred forty only) paid by the Purchaser/s to the Developer on or before the execution hereof as earnest money (the payment and receipt whereof the Developer hereby admits and acknowledges);

(b) Rs. 1,10,00,000/- (Rupees One Crore ten lakh only) shall be paid by the Purchaser to the Developer on or before 10<sup>th</sup> May 2009;

The aforesaid purchase price is inclusive of the proportionate price of common areas and facilities of the said Building.

It is specifically agreed that the apportionment of the proportionate price of common areas and facilities is notional and the same is not subject to change even if the percentage of undivided share of the said Flat in the common areas and facilities increase or decrease the intent of the parties being that the said Flat is agreed to be sold to and is agreed to be purchased by the Purchaser/s with all the appurtenant rights as herein provided.

8. It is expressly agreed and the Purchaser is aware that as a result of changes in the building Plans of the said Building the share of the said flat in the said common areas and facilities may increase or decrease. The Purchaser hereby expressly consents to such changes in the said share and hereby expressly authorises the Developer to so increase or decrease the said share of the Flat and/or of the Purchaser in the said common areas and facilities of the said

*[Handwritten signatures]*



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Building and/or in the said land and the Purchaser hereby irrevocably agrees to accept the share as changed as aforesaid.

9. It is hereby expressly agreed that the time for payment of the balance consideration as set out in clause 7(b) above shall be of the essence of the contract. In the event of the Purchaser/s failing to pay the balance consideration on its due date, the Developer will be entitled to terminate this Agreement and in that event, a sum of Rs. 2,01,000/- (Two Lakh One Thousand Only).

shall stand forfeited and the Developer will be entitled immediately after the termination of this Agreement to sell and/or dispose of the said flat in favour of any other party and the Purchaser/s herein will have no right to object to such sale/disposal of the said flat by the Developer save and except the right to receive the remaining earnest amount paid under this agreement, without any interest thereon.

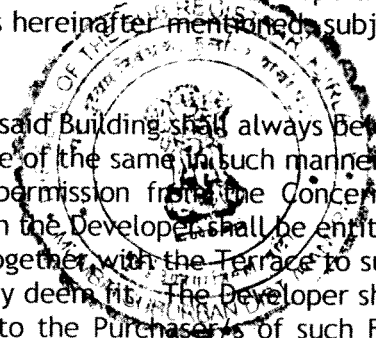
10. Without prejudice to the above and the Developer's other rights under this Agreement and/or in law, the Developer may at its option accept from the Purchaser/s the balance consideration on the Purchaser/s paying to the Developer interest at the rate of 18 per cent per annum for the period for which the payment has been delayed.

11. The possession of the said Flat shall be delivered to the Purchaser/s simultaneously on the Purchaser/s making the balance consideration as contemplated under clause 7(b) hereof.

12. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser/s any right whatsoever into or over the said land or the said Building or any part thereof including the said Flat. It is agreed by and between the parties that conferment of the related rights shall take place on the execution of the Conveyance/Lease in favour of the Co-operative Society as hereinafter mentioned.

13. The Purchaser/s shall have no claim save and except in respect of the Flat agreed to be sold to him/her/it. All open spaces, lobbies, terrace and other Flats in the said Building will remain the property of the Developer until the said Building is transferred to a Co-operative Society and until execution of the Deed of Conveyance/Lease as hereinafter mentioned, subject however, to the rights of the Developer as herein stated.

14. IT IS HEREBY EXPRESSLY AGREED that the terrace of the said Building shall always belong to the Developer and it shall be entitled to deal with and dispose of the same in such manner as it may deem fit. In the event of the Developer obtaining permission from the Concerned Authorities for constructing one or more Flat on the Terrace then the Developer shall be entitled to sell such Flat that may be constructed by it on the Terrace together with the Terrace to such persons and at such rate and on such terms as the Developer may deem fit. The Developer shall be entitled in that event to allow use of such entire terrace to the Purchaser/s of such Flat proposed or constructed on the Terrace and the Terrace shall then be in exclusive possession (as owner) of the Purchaser/s of such Flat proposed or constructed on the Terrace. In the event of the Developer constructing more than one Flat on the Terrace, the Developer shall be entitled to sell the concerned Flat together with the portions of the terrace proportionate to and/or appurtenant thereto. The Society formed by the Purchasers of Flat as stated hereinafter shall admit as its members the purchasers of such Flat that may be proposed or constructed on the Terrace with the exclusive right to them in the Terrace as aforesaid. In the event of any water storage tank on the Terrace with the exclusive right to storage tank for the said building being constructed or any other common facility being provided on the Terrace then the Society shall be entitled to depute its representatives to go to the Terrace for the regular check up and up keep and for carrying out repairs to the tank/tanks and/or such common facility at all reasonable times and/or during such times as may be mutually agreed upon by the Purchaser/s of such Flat on the Terrace and the Society.



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15. It is hereby expressly agreed that the Developer shall be entitled to sell the Flats in the said building for the purpose of using the same as residence and the Purchaser/s shall be entitled to use the said Flat agreed to be purchased by him/her/it accordingly and similarly the Purchaser/s shall not object to the use of the other Flat in the said Building for the aforesaid purposes by the respective purchasers thereof.
16. Until execution of the Conveyance/Lease Deed as herein mentioned, the Developer shall have full right, if so permitted by the Concerned Authorities, to make additions to the said Building and such additions (additional construction) shall be the property of the Developer. The Developer shall be entitled to dispose of such additional constructed area (including additional floors) in such manner as it may deem fit. It is expressly agreed and confirmed by the Purchaser/s that the right of the Developer to put up additional floors on the said Building is an integral part of this contract for the sale of the said Flat to the Purchaser/s and the Purchaser/s hereby expressly agrees that he/she/it will not in any manner object to the Developer carrying out any additional construction on the said Building. The Purchaser/s hereby gives his/her/its irrevocable consent to the Developer for carrying out construction of additional floors/areas on the said Building as aforesaid. All such additional construction shall be carried out in accordance with and in conformity with the Building Plans as may be approved by the Concerned Authorities.
17. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED that so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Purchaser/s in respect of the said Flat the Developer shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of their right, title or interest in respect of the said land and/or any portion or portions thereof. The Developer shall also be free to construct additional structures like sub-station for electricity office Co-operative Societies' Office, temple or place of worship, covered and enclosed garages in open compound, underground and overhead tanks, structures watchman's cabin, toilet units for domestic servants, septic tank and soak pits the location of which are not particularly marked upon the ground floor Plans or lay out Plan of the said land. The Purchaser/s shall not interfere with the rights of Developer by raising any disputes in Court Injunctions under Sections 7 and 7A of The Maharashtra Ownership Flats Act, 1963, and/or under any other provision of any other applicable law. The Developer shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser/s as required by any Authority of the State or Central Government or Competent Authorities under any law concerning construction of buildings for implementation of their scheme for development of the said land as lay out area as herein stated.
18. The said building is constructed and completed in accordance with the plans and specifications as approved by the Concerned Authorities and with such modifications thereto made by the Developer as set out in this Agreement.
19. The Developer shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement have first lien and charge on the said Flat agreed to be allotted to the Purchaser/s.
20. It is expressly agreed that the Developer will not execute any document of transfer (whether by way of conveyance/lease) till the said land shall have been fully developed as per said proposed revised layout (with modifications made/to be made thereto by the Developer as aforesaid) and until then the Purchaser/s and/or the society formed by the purchasers of Flats in the said Building will have no right to require the Developer to execute and/or cause to be executed in favour of the Purchaser/s and/or the Developer any Deed of Transfer including conveyance/lease in favour of such Co-operative Society and all such documents of transfer shall contain such provisions and covenants as shall be deemed necessary and expedient by the

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Developer's Advocates & Solicitors Messrs. Kirit N. Damania & Co., for the purpose of safeguarding the rights of the Developer to carry out development work in respect of the entire layout area (i.e. the said land) as per the said revised layout as may be got approved by the Developer and as may be modified by Developer from time to time as aforesaid and that the Developer shall have full right and authority to develop the said land and to consume the entire Floor Space Index (FSI) of the said land as also the additional FSI that may be obtained by way of TDR and/or under the provisions of the Development Control Regulations applicable to the said land shall continue to be under the Ownership and control of the Developer who shall be entitled to utilize the same for its benefit in course of development of the said land (as a layout area) and the Purchaser/s and/or the Society to be formed for the said building as aforesaid shall have no right of any nature whatsoever in respect thereof.

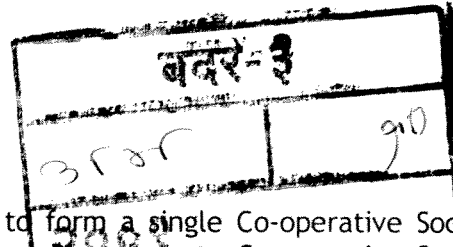
21. So long as the various flats in the said building shall not be separately assessed by Local Body for the purpose of property taxes and rates, the Purchaser/s shall pay the proportionate share of such taxes and rates assessed on the whole building. The Purchaser/s shall tentatively pay Rs. ५३८०/- /- per month to the Developer for the above. The Purchaser/s shall on and from the date hereof be bound and liable to pay to the Developer the proportionate share of the Purchaser/s towards the maintenance and outgoings a tentative sum of Rs. १७६०/- /- per month in respect of the said Building as may be determined by the Developer from time to time.

22. The Developer shall be liable to pay only the Municipal rates and taxes, at actuals, in respect of the unsold flats. In case the Conveyance/ Lease or any other document of Transfer is executed in favour of the Co-operative Society before the disposal of all the flats by the Developer, then in such case, the Developer shall join in such Society and as and when such Flats are sold to the persons of the choice and at the discretion of the Developer, the Co-operative Society shall admit as members the purchasers of such Flats without charging any premium or any other extra payment and/or any transfer fee by whatever name called.

23. Since the portion of the said land on which the said Building is being constructed forms part of the layout area, the Developer may instead of executing Conveyance execute a Lease Deed for a term of 999 years in respect of the said portion (Sub-Plot No. 4) in favour of the organization that would be formed for the said Building. Such Lease Deed will provide for payment of Re.1/- per annum as rent and will inter alia contain provision that the lessee shall be entitled to maintain on the leased land, structure/structures having aggregate built-up area which shall be equivalent to the built-up area of the said Building, subject to any changes in law.

24. The Purchaser/s shall maintain at his/her/its own costs the said Flat agreed to be purchased by him/her/it in the same condition, state and order in which it is delivered to him/her/it and shall abide by all bye-laws, rules and regulations of the Government, Local Bodies and Authorities, Electricity Supply Company, the Co-operative Society and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions and covenants contained in this Agreement and to be observed and performed on the part of the Purchaser/s.

25. The Purchaser/s hereby covenants with the Developer to pay consideration amount liable to be paid by the Purchaser/s under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Developer fully indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Developer. The Purchaser/s also agrees and undertakes to give all the facilities to the Developer to carry out additional construction work on the said Building.



26. In the event of the Developer deciding to form a single Co-operative Society/Limited Company for all the buildings on the said land and/or separate Co-operative Society/Limited Company for the said Building and/or one or more Buildings (including the said Building) on the said land and/or the said Sub-Plot No.4 (as the case may be) the Purchaser agrees and undertakes from time to time to sign and execute the application for the formation and registration of the Co-operative Society/Limited Company including the bye-laws of the proposed Society, Memorandum, Articles of Association of the Limited Company within Ten days of the intimation by the Developer. No Objection shall be raised to the changes in the draft Bye-laws/ Articles of Association as may be required by the Registrar of Co-operative Societies/Registrar of Companies and/or other Concerned Authorities. The Purchaser shall be bound from time to time to sign all the papers and documents and all other deeds as the Developer may require him/her/it to do from time to time for safeguarding the interest of the Developer and the purchasers of other Flat in the said Building. Failure to comply with the provisions of this Clause shall entitle the Developer to terminate this Agreement and in case of such termination the consequences mentioned in Clause 9 shall apply. The Purchaser/s shall ensure that as and when the Developer shall so require the Co-operative Society shall pass the necessary resolution confirming the right of the Developer as to carry out additional construction work on the said Building and/or construction of other structures on the said land and also confirming the right of the Developer to sell on ownership basis other Flat in the said Building and/or such other structures to be constructed on the said lands and/or the said Sub-Plot No.4.

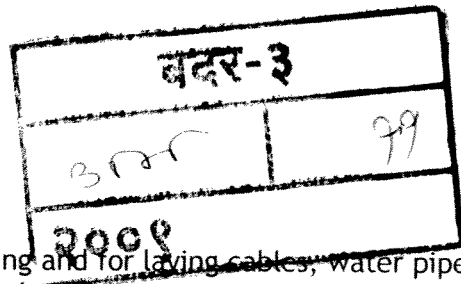
27. It is clarified that the Co-operative Society that may be formed as aforesaid shall always be subject to the paramount rights of the Developer to carry out development work (for its Developer's own benefit) on the said Sub-Plot No.4 as a layout area in accordance with the layout in respect thereof as shall have been got approved by the Developer with such modification thereto as may be made by the Developer from time to time as aforesaid.

28. The Purchaser/s hereby agrees that in the event of any amount becoming payable by way of levy or premium to the Concerned Local Authority or to the State Government or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said land, and/or the various Flats to be constructed thereon, the same shall be reimbursed by the Purchaser/s to the Developer in the proportion of the area of the said Flat to the total area of all the Flats in all the Buildings constructed on the said land.

29. The Purchaser/s shall on demand pay to the Developer his/her/its proportionate share towards the installation of water meter and electric meter and/or for any other charges to be paid by the Developer to the Local Authority or Body concerned and/or to any other Concerned Authority for any purpose in respect of the said building, the said flat/the said land as set out in clause 40 hereinbelow.

30. The Purchaser shall at the time of making payment of the balance consideration mentioned in clause 7(b) as agreed herein will also pay to the Developer such sums as mentioned in clause 40 hereinbelow and the Developer shall be entitled to utilize such amount/s towards payment of taxes and other outgoings payable by the Purchaser/s in respect of the said flat. In the event of the Purchaser committing default in payment of his/her/its share in respect thereof as agreed to herein by him/her/it, the Developer will have the right to take legal action against the Purchaser for recovering the same. After the Society/Limited Company/Condominium as aforesaid shall have been formed and the said Building shall have been transferred and/or conveyed to the Society/Limited Company, the Developer shall hand over the said amount/s or the balance thereof in its hand to such body.

31. The Purchaser/s shall allow the Developer and its surveyors and Agents with or without workmen and others at all reasonable times to enter upon his/her/its Flat or any part thereof for



the purpose of repairing any part of the said Building and for laying cables, water pipes, fittings, electric wires, cables and other conveniences belonging to or serving or used for the said Building and also for the purpose of cutting off the supply of water and other services to the Flat of any other Flat owners in the said Building in respect whereof the Purchaser/s or user or occupier of such Flat as the case may be shall have committed default in payment of his/her/its share of the Local Body property taxes and other outgoings as also in the charges for electricity/water consumed by them.

32. In the event of the said society/limited company/condominium as aforesaid being formed and registered before the sale and disposal by the Developer of all the flats in the said Building and/or all the buildings constructed/to be constructed on the said land as per the said layout (as amended from time to time) as aforesaid the powers and authority of the Society/Limited Company/Condominium and the purchasers of the Flats therein shall be subject to the powers of the Developer in all the matters concerning development of the said land as also construction of the remaining buildings on the said land/additional structures and all amenities pertaining to the same and in particular the Developer shall have absolute authority and control as regards any unsold Flats and the sale thereof. The Developer shall have a right to complete the said Building and to sell and dispose of for its (i.e. Developer's) benefit all unsold Flats in the said Building as also all flats in all other buildings to be constructed on the said land. The rights of the Purchaser/s shall always be subject to the rights of the Developer to develop the said land as a layout area for the benefit of the Developer absolutely.

33. The Purchaser/s shall not at any time demolish or do or cause to be done any additions or alterations of whatsoever nature in the said Flat or any part thereof without obtaining prior written permission of the Developer. The Purchaser/s shall keep the said flat walls, partitions, sewers, drains, pipes and appurtenances thereto as also services catering to the said Flat in good and tenantable repair and condition and in particular the said building so as to provide shelter to and protect the parts of the said Building other than his/her/its Flat. The Purchaser/s shall not permit the closing of the niches or balconies or make any alteration in the outside elevations and outside colour scheme of the Flat to be allotted/sold to him/her/it.

34. After the possession of the said Flat is handed over to the Purchaser/s if any additions or alterations in or about or relating to the said Building are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the purchasers of various Flats in the said Building at his/her/its own costs and the Developer shall not be in any manner liable or responsible for the same.

35. The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any Flat or any part of the said Building or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other Flat in the said Building. However, it is clarified that this does not cast any obligation upon the Developer to insure the building or Flat agreed to be sold to the Purchaser/s.

36. After all the buildings and structures and other Flats to be constructed by the Developer on the said lands (layout area) are completed and ready for occupation and the Society having been formed by the Developer for one or more buildings so constructed by the Developer and/or in respect of the said building along with some of the other buildings so constructed on the said land as aforesaid is registered and only after all the Flats in the said building and the other buildings for which such Society/Limited Company shall have been so formed shall have been sold and disposed of by the Developer and the Developer shall have received all dues payable to it under the terms of the Agreements with the Purchaser/s of all the Flats in the said building as also the other buildings for which such Society/Limited

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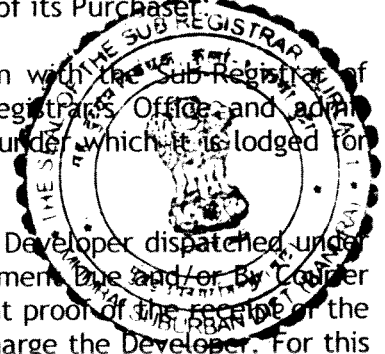
Company shall have been formed, the Developer shall cause the Owners to execute in favour of such Society/Limited Company, a Conveyance/Lease Deed in respect of the land on which the plinth area of all such buildings shall have been constructed and for which such Society/Limited Company shall have been formed and the lands surrounding thereto (as determined by the Developer in its sole and absolute discretion). Until the execution of the Conveyance/ Lease Deed the possession of the Flats in such building shall be deemed to be of the Developer and the purchasers who shall have been giving permission of the Flats agreed to be sold to them, him, her/it in such building or buildings (for which such Society/Limited Company shall have been formed) shall be merely Licensees thereof. The Developer may at its discretion instead of causing the Owners to execute the conveyance cause the owner to execute lease in favour of the Society for a term of 999 years (renewable) at a annual rent of Re.1/- in respect of the land on which the plinth of the said building shall have been constructed and the surrounding land as determined by the Developer.

37. The Developer may instead of forming Society/Limited Company submit the portion of the land on which the plinth of the said Building is constructed and the surrounding land as determined by the Developer in its discretion and the said Building to the provisions of The Maharashtra Apartment Ownership Act, 1970, in which case of Developer shall execute Declaration as per Section 2 of the said Act and shall execute (jointly with the Owner) Deed of Apartment in respect of each unit in the said Building in favour of its Purchaser.

38. The Purchaser/s will lodge this Agreement for Registration with the Sub-Registrar of Assurance at Bombay and the Developer will attend the Sub-Registrar's Office and attend execution thereof after the Purchaser/s informs it of the number under which it is lodged for Registration by the Purchaser/s.

39. All letters, circulars, receipts and/or notices issued by the Developer dispatched under Certificate of Posting and/or by Registered Post with Acknowledgement Due and/or By Courier to the address known to them of the Purchaser/s will be a sufficient proof of the receipt of the same by the Purchaser/s and shall completely and effectually discharge the Developer. For this purpose, the Purchaser/s has given the following address:

MR. JAYANT PARIMAL  
 Plot 1146/1, Sect. - 2D, No. Swami Narayan  
 Temple, Groundlingar (E). PIN- 382002.



40. The Purchaser shall at the time of making the balance consideration mentioned in Clause 7 (b) pay to the Developer the following amounts:-

- i. Rs. 2500/- lump sum amount of legal charges for this Agreement
- ii. Rs. 2500/- lump sum amount of charges for the formation of the Society
- iii. Rs. 350/- for share money, application and entrance fee of the Society
- iv. Rs. 43,500/- towards development charges
- v. Rs. 20,000/- towards electric meter and water meter charges

[Signatures]

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- vi. Rs. 6,000/- towards piped natural gas connection
- vii. Rs. 1,09,620/- towards advance payment for 18 months ad-hoc basis for assessment taxes and other outgoings
- viii. Rs. 9,000/- towards advance payment for 18 months ad-hoc basis for maintenance charges of common amenities including the Club House Complex

1,93,470/-

**Total**

In case there shall be a deficit in this regard, the Purchaser shall forthwith on demand pay to the Developer his/her/its proportionate share to make up such deficit.

41.(a) The Purchaser/s hereby agrees that in the event of any amount by way of premium or other charges or fire cess or betterment and development charges, expenses for the purpose of obtaining water connection for the said Building or for any other purpose in respect of the said Building or any other tax, levy, charge, premium or payment of a similar nature is paid to the Municipal Corporation or to the State Government or becoming payable by the Developer in respect of the said Building, the same shall be reimbursed by the Purchaser/s to the Developer in proportion in which the area of the said Flat agreed to be acquired by the Purchaser/s shall bear to the total built up area available for construction on the said land and in determining such amount, the decision of the Developer shall be conclusive and binding upon the Purchaser/s.

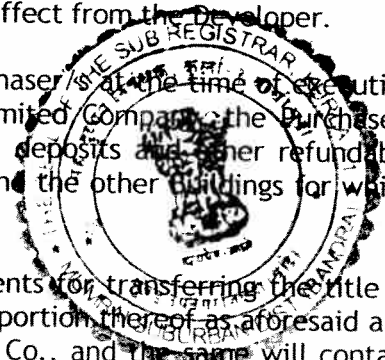
41.(b) The Purchaser/s hereby expressly agrees to pay/reimburse to the Developer towards the additional or new cost/expenses/liability/demand, if any, on account of applicability of Service Tax, Cess or any other tax, levy, charge, cess, duty by the Central Government/State Government/Local Authorities from the date of booking of the said premises or thereafter with respect to the said premises/said property. Such payment/reimbursement shall be made by the Purchaser within 15 days from the receipt of intimation to that effect from the Developer.

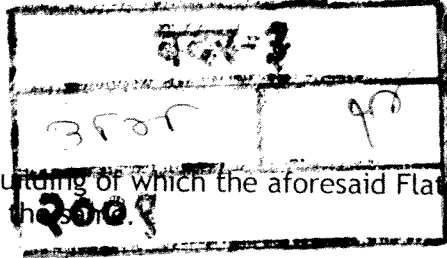
42. It is further agreed between the Developer and the Purchaser/s that at the time of execution of Conveyance/Lease in favour of the Co-operative Society/Limited Company the Purchaser/s and/or the said Society shall reimburse to the Developer IOD, deposits and other refundable deposits paid by the Developer in respect of the said Building and the other buildings for which Society/Limited Company shall have been formed.

43. The Deed of Conveyance/Lease Deed and other documents for transferring the title in favour of the said Society in respect of the said larger Property/portion thereof as aforesaid and the said Building shall be prepared by M/s. Kirit N. Damania & Co., and the same will contain such covenants and conditions as the said Advocates and Solicitors shall think reasonable and necessary having regard to the rights of the Developer to carry out development of the said land by the Developer.

44. Any delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser shall not be considered as a waiver on the part of the Developer 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 the remedies of the Developer.

45. The Developer shall be entitled to alter the terms and conditions of the Agreement





relating to the sale of the unsold Flats in the said Building of which the aforesaid Flat forms part and the Purchaser/s shall have no right to object to this.

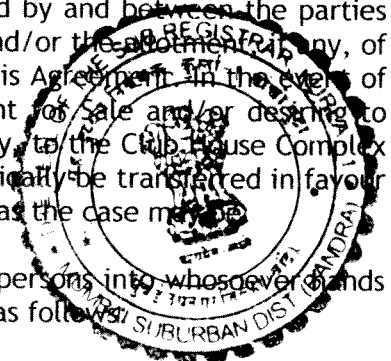
46. The Purchaser/s has read and is fully aware of the terms and conditions recorded and contained in the Development Agreement subject to and upon which the Developer has obtained Development Rights in respect of the said lands from Unique and the Purchaser/s agrees and undertakes not to do anything or make any claim or demand of any nature whatsoever which is contrary to and/or in breach of the Development Agreement.

47. The Developer has informed the Purchaser/s and the Purchaser/s is aware that the Developer has made provision for the Club House Complex and other allied recreation area in the layout of the said land. The Purchaser/s of Flats in the Nest Complex are entitled to have the benefit of the said Club House and allied recreation area facilities as set out in the Third Schedule to the said Development Agreement. The Developer hereby confirms that the purchasers of Flats in all the buildings on the said land (layout area) along with the purchasers of Flats of Nest Complex shall be entitled to avail of the facilities of the Club House and the other allied recreation facilities in the lay out area. The Club House and the allied recreation area are to be managed by an Apex Body to be formed for the said larger Property and all the purchasers of Flats shall have to abide by the laws and other terms and conditions as may be prescribed by the Developer in the first instance and thereafter by the Apex Body while availing of the facilities provided in the Club House and other allied recreation area. The use of the Club House and the allied recreation area facilities by the purchasers of flats and other flats in the buildings on the said land shall be subject to the payment by them of such maintenance charges and other outgoings as are, from time to time, determined by the Developer and the compliance of the rules and regulations framed by the Developer/their successor/s-in-title in relation to the use of the Club House and the allied recreation area facilities.

48. It is unconditionally and irrevocably agreed and understood by and between the parties hereto that the membership, if any, to the Club House Complex and/or the allotment, if any, of Car Parking Space/s is/are and shall always be an addendum to this Agreement. In the event of the Purchaser/s desiring to transfer the benefit of this Agreement for sale and/or desiring to dispose of the Flat, then and in that event, the membership, if any, to the Club House Complex and/or the allotment, if any, of Car Parking Space/s shall automatically be transferred in favour of the proposed Transferee and/or the proposed new Purchaser/s, as the case may be.

49. The Purchaser/s himself/herself with intention to bind all persons into whose hands the said Flat may come, doth hereby covenant with the Developer as follows:

- (a) To maintain the said Flat at Purchaser's costs in good tenantable repair and condition from the date the possession of the said Flat is taken and shall not do or suffer to be done anything in or to the Building in which the said Flat is situated, and also in the stair-case or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the Building in which the said Flat is situated and the said Flat itself or any part thereof.
- (b) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or any other structure of the said Building, including entrances of the

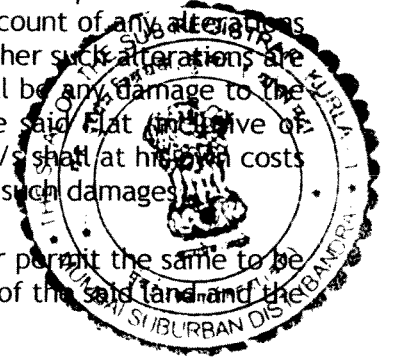




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said Building and in case any damage is caused to the said Building or the said Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequence of the breach.

- (c) To carry out at his own costs all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which they were delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the Developer in which the said Flat are situated or the said Flat which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other 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 liable for the consequences thereof to the concerned local authority and/or other public authority.
- (d) Not to demolish or cause to be demolished the said Flat or any part thereof, not at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the said Building and to keep the portion, sewers, drains and pipes in the said Flat and appurtenances thereto in good tenable repair and condition and in particular so as to support shelter and protect the other part of the said Building and the Purchaser/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Partis or other structural members in the said Flat without the prior written permission of the Developer and/or the Co-operative Society. In case on account of any alterations being carried out by the Purchaser/s in the said Flat (whether such alterations are permitted by the Concerned Authorities or not) there shall be any damage to the adjoining Flat or to the Flat situated below or above the said Flat (inclusive of leakage of water and damage to the drains) the Purchaser/s shall at his/her costs and expenses repair such damage (including recurrence of such damages).
- (e) Not to throw dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Building and the said Building.
- (f) To bear and pay increase in local taxes, water charges, insurance and such other levys, if any, which are imposed by the Concerned Local Authority and/or Government and/or other Public Authority, on account of change of user of the said Flat by the Purchaser/s.
- (h) The Purchaser/s shall not let, sub-let, transfer, assign, or part with Purchaser's interest or benefit factor of this Agreement or the said Flat or part with the possession of the said Flat or any part thereof until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up and only if the Purchaser/s has not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement and until the Purchaser/s has obtained permission in writing of the Developer for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Developer.
- (i) The Purchaser/s shall observe and perform all the rules and regulations of the Co-operative Society that may be in force and the additions alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Flat therein and all the common



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३५४	१६
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facilities/common infrastructure in the layout area and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the Concerned Local Authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and use of the said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement and/or as prescribed from time to time by the Society as also the Apex Body.

- (j) Till Deed of Conveyance/Lease Deed in respect of the portion of the said land and the said Building is executed the Purchaser/s shall permit the Developer and his Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and Building or any part thereof to view and examine the state and condition thereof.
- (k) To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser/s as set out in this Agreement (including in the recitals thereof). If the Purchaser/s neglects, omits or fails to pay for any reason whatsoever to the Developer the amounts payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof or if the Purchaser/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to the Developer shall be entitled to re-enter upon and resume possession of the said Flat and everything whatsoever therein and this Agreement shall cease and stand terminated. The Purchaser/s herein agrees that on the Developer re-entry on the Flat as aforesaid all the right, title, and interest of and Purchaser/s in the said Flat and under this Agreement shall cease and the Purchaser/s shall also be liable for immediate ejection as a trespasser. The Purchaser/s shall thereupon cease to have any right or interest in the said Flat. In that event all the moneys paid herein by the Purchaser/s, except the earnest money and the outgoings apportionable to the said Flat (till the date of such termination) shall after Sixty days of such termination be refunded by the Developer to the Purchaser/s. The earnest money shall stand forfeited to the Developer.

50. All costs, charges and expenses in connection with this Agreement for sale including Stamp Duty and Registration Charges shall be borne by the Purchaser/s alone.

51. All costs, charges and expenses in connection with preparation, engrossing, stamping and registering Conveyance/Lease Deed and any other documents required to be executed by the Developer the Owner/Unique or by the Purchaser/s in pursuance hereof including stamp duty and registration charges in respect of such documents transferring land and Building in favour of the Co-operative Society/Limited Company as well as the entire professional costs of the Advocates of the Developer in preparing and/or approving all such documents shall be borne and paid by the Society or proportionately by the members of such Society and/or the Purchaser/s. The Developer the Owners and/or Unique shall not contribute anything towards such expenses. The Purchaser/s shall on demand pay to the Developer its proportionate share in regard to the above. The amount payable under this clause is in addition to the amount as mentioned in clause 40 above.

<b>बदर-३</b>	
३१५	१५
<b>२००९</b>	

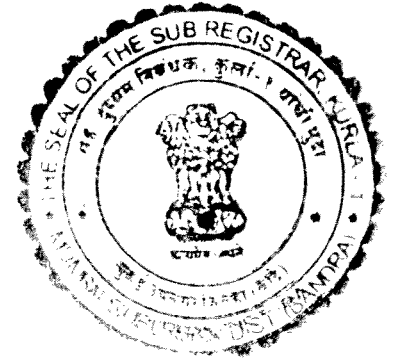
THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Sub-Plot on which the Building "LAKE LLUCERNE" is constructed)

All that land admeasuring about 8603 square metres or thereabouts designated as and being Sub-Plot No.4, being Survey No.6 (Part), then bearing CTS No.11 (pt) and now bearing CTS Nos. 11B/1A, 11B/4 (part) and 11B/8 of Village Chandivli, Taluka Kurla, Mumbai Suburban District and shown on the Plan annexed and marked as ANNEXURE "A" hereto.

THE SECOND SCHEDULE ABOVE REFERRED TO  
LIST OF AMENITIES AND SPECIFICATIONS:

1. Modular kitchen with hub, chimney, washing machine, fridge, microwave, granite top with S.S.Sink and service platform along with breakfast table.
2. Imported marble flooring and wooden flooring in the flat.
3. Designer toilets with Spanish tiles, glass partition and glass wash basin in master toilet.
4. Split A.C. in living room and bedrooms
5. Premium Sanitary fittings
6. Safety grills
7. Grand entrance door with additional safety door
8. Video door phone with intercom for security
9. Provision for internet connection
10. Heavy section coloured anodized aluminium sliding windows
11. POP finished walls
12. Water purifier in kitchen
13. Designer lighting fixtures and fans



बंदर-३  
 ३०/१  
 २००९

IN WITNESS WHEREOF the Developer and the Purchaser/s have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED BY THE WITHINNAMED "DEVELOPER" MESSRS. EKTA SUPREME HOUSING BY THE HAND OF ITS PARTNERS  
 (1) Mr. Vishal S. Jumanji AND  
 (2) Mr. Vivek A. Mohamrani  
 IN THE PRESENCE OF Muzam  
Muzam

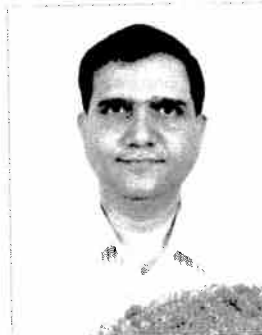
FOR EKTA SUPREME HOUSING,  
 PARTNERS



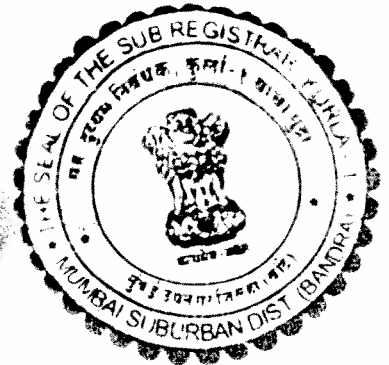
SIGNED AND DELIVERED BY THE WITHINNAMED "PURCHASER/S" MR. JAYANT PARIMOL

J.P.

IN THE PRESENCE OF Smita Bhaismal  
 PAN \_\_\_\_\_



RECEIVED the day and year first hereinabove written of and from the withinnamed Purchaser/s the sum of Rs. 15,25,340/- (Rupees fifty two thousand three hundred forty only) being the part consideration paid by them to us by Cheque No. \_\_\_\_\_ dated \_\_\_\_\_, drawn on \_\_\_\_\_ for Rs. \_\_\_\_\_/- and Cheque No. \_\_\_\_\_ dated \_\_\_\_\_, drawn on \_\_\_\_\_ for Rs. \_\_\_\_\_/-



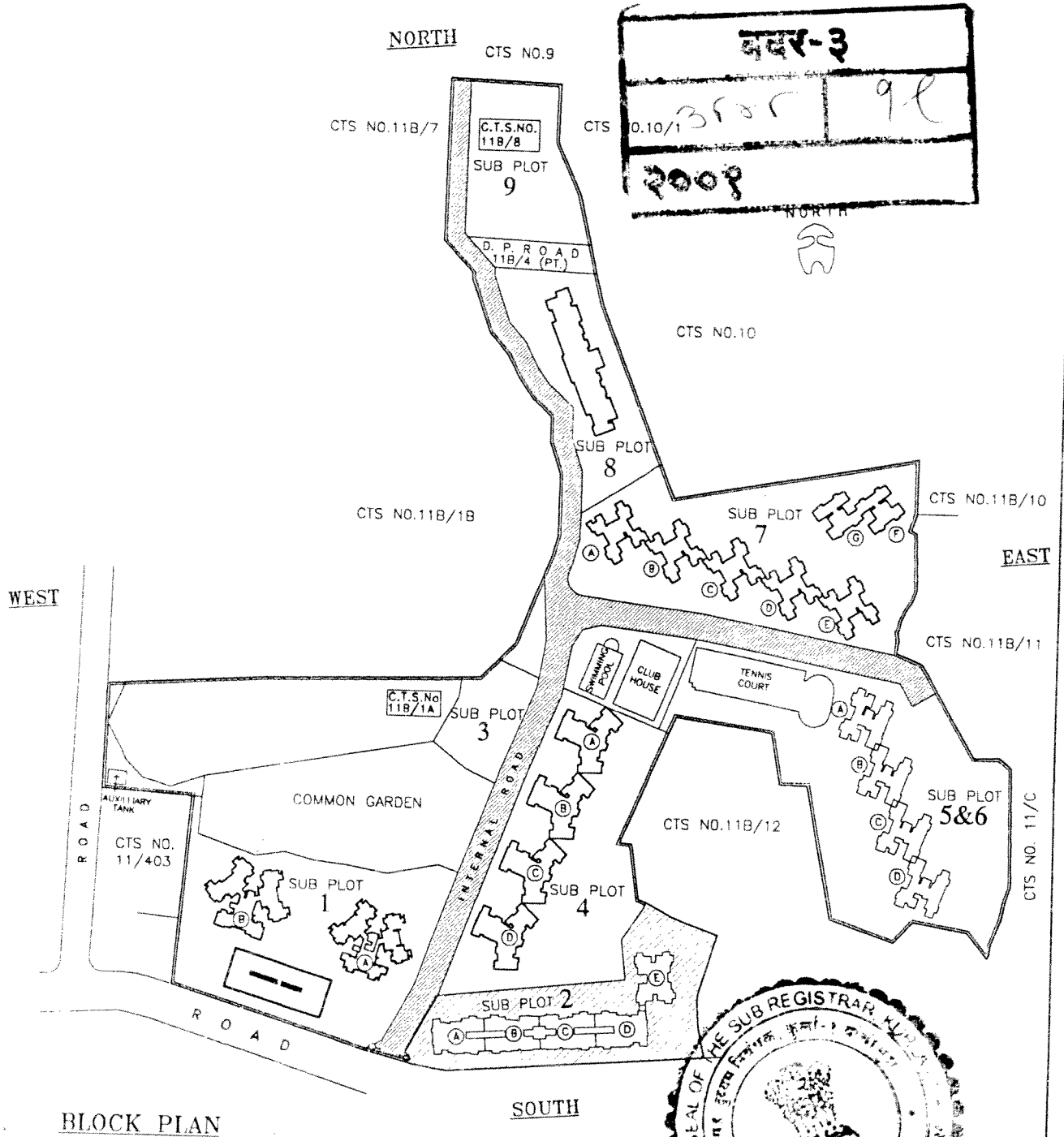
WE SAY RECEIVED:  
 For EKTA SUPREME HOUSING

Muzam  
 PARTNERS

WITNESSES:

Muzam  
Smita

ANNEXURE-A



BLOCK PLAN

NOTES:

- \* LARGER PROPERTY COMPRISING OF PLOTS BEARING C.T.S.NOS. 11B/4(P.T.) & 11B/8 AT CHANDIVALI.
- \* SUB-PLOT 2 SHOWN HATCHED BLACK.
- \* THE SAID LANDS IN THE LARGER PROPERTY EXCLUDING SUB-PLOT 2
- \* THE LAYOUT IS SUBJECT TO REVISIONS/CHANGES AS PER THE REQUIREMENTS OF UNIQUE ESTATES DEVELOPMENT COMPANY LTD./THE DEVELOPERS/B.M.C.
- \* ANCILLARY STRUCTURES NOT SHOWN.

PROPERTY BEARING C.T. S. NOS. 11B/1A, 11B/4(P.T.) AND 11B/8 AT CHANDIVALI.

ANNEXURE - B  
**KIRIT N. DAMANIA & CO.**  
ADVOCATES & SOLICITORS

Kirit N. Damania,  
L.L.B. Solicitor

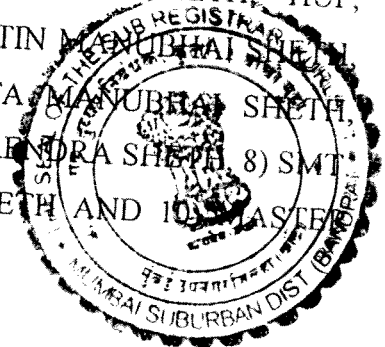
Resi. :  
Flat No. 113, 11th Floor,  
Rewa Apartments,  
T G Pavillion Compound  
Bhulabhai Desai Road  
Mumbai - 400 026.

बदर-३	Telephone Office : 2282 3317 : 2282 5965 : 2287 2908 (Fax) : 2497 4503
३९२५	Resi. E-mail : kiritndamania@vsnl.net
२००९	Office : Unit No 113 11th Floor Raheja Centre Free Press Journal Road Nariman Point, Mumbai - 400 021

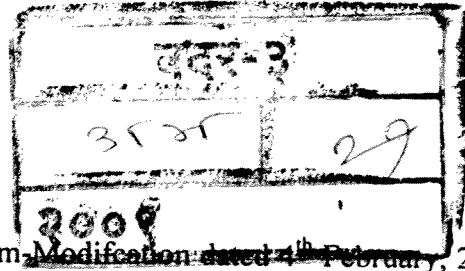
TO WHOMSOEVER IT MAY CONCERN

Re:- Immoveable Property being land formerly bearing Survey No.6 (pt) and CTS No. 11 (pt) and now bearing CTS Nos.11B/1-A, 11-B/4 (pt) and 11B-8 of Chandivali, Taluka Kurla Mumbai Suburban District containing by admeasurement 77,981.40 sq.mtrs or thereabouts belonging to A.D. SHETH HUF

1. THIS IS TO CERTIFY THAT we have investigated the title of the above named Owners A.D.SHETH HUF to the above Property (herein referred to as "the said Larger Property") and have found the same to be clear and marketable.
2. As on 24<sup>th</sup> April, 1992 the A.D.SHETH HUF, consisted of 1) SHRI. JITENDRA AMRITLAL SHETH being the Karta and Manager of A.D.SHETH HUF, 2) SHRI.NARENDRA AMRITLAL SHETH, 3) SHRI. JATIN MANUBHAI SHETH, 4) SHRI.SAMIR JITENDRA SHETH, 5) SMT. SHANTA MANUBHAI SHETH, 6) SMT. LEENA JITENDRA SHETH, 7) SMT. RAMA NARENDRA SHETH, 8) SMT. PURNA JATIN SHETH, 9) MASTER AMAN JATIN SHETH AND 10) MASTER RISHABH JATIN SHETH.
3. As on that date MASTER AMAR JATIN SHETH and MASTER RISHABH JATIN SHETH were minors and they have since attained majority.
4. By and under a Memorandum of Understanding dated 24<sup>th</sup> April 1992 JITENDRA AMRITLAL SHETH as the Karta and Manager of the A.D.SHETH HUF has granted development rights in respect of the said larger property unto UNIQUE ESTATES DEVELOPMENT CO.LTD (herein referred to as "Unique").

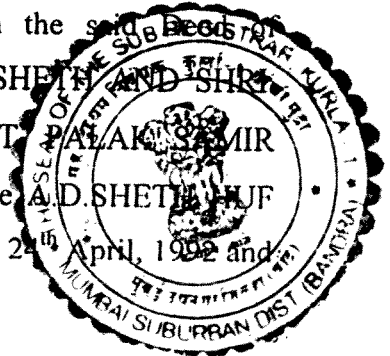


160



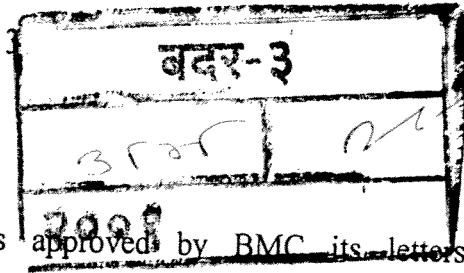
5. Thereafter a Deed of Confirmation-cum-Modification dated 4<sup>th</sup> February, 2000 is executed by and between 1) SHRI. JITENDRA AMRITLAL SHEH for self and as the karta and Manager of A.D.Sheth HUF 2) SHRI. NARENDRA AMRITLAL SHETH 3) SHRI. JATIN MANUBHAI SHETH 4) SHRI. SAMIR JITENDRA SHETH 5) SMT. SHANTA MANUBHAI SHETH 6) SMT. LEENA JITENDRA SHETH 7) SMT. RAMA NARENDRA SHETH 8) SMT. PURNA JATIN SHETH 9) SMT. PALAK SAMIR SHETH 10) SHRI. AMAR JATIN SHETH 11) SHRI. RISHABH JATIN SHETH AND 12) MISS. TANISHA SAMIR SHETH on the one hand and UNIQUE ESTATES DEVELOPMENT CO.LTD on the other hand whereby the said Memorandum of Understanding dated 24<sup>th</sup> April, 1992 is declared to be valid and subsisting.

6. The said Deed of Confirmation cum Modification dated 4<sup>th</sup> February 2000 (to which the said Memorandum of Understanding dated 24<sup>th</sup> April 1992 is hereto annexed as Annexure "A") is registered with the Office of the Sub-Registrar at Mumbai at Serial No.BBA-860/2000 on 10<sup>th</sup> February 2000. It is recorded in the said Deed of Confirmation - cum - Modification that SHRI. AMAR JATIN SHETH AND SHRI. RISHABH JATIN SHETH had attained majority and that SMT. PALAK SAMIR SHETH and MISS TANISHA SAMIR SHETH had come into the A.D.SHETH HUF after the execution of the said Memorandum of Understanding dated 24<sup>th</sup> April, 1992 and the same was binding on them.



7 Accordingly Unique became entitled to develop the said larger property and to construct buildings thereon and to enter into Agreements giving Sub-development rights in respect thereof and Portion or Portions thereof as mentioned in the said Memorandum of Understanding dated 24<sup>th</sup> April 1999 as modified by the said Deed of Confirmation cum Modification dated 4<sup>th</sup> February 2000.

8. By Order dated 7<sup>th</sup> January 1999 bearing No.C/ULC/6 (i) /SR/II (herein referred to as "the ULC Order") the Additional Collector and the Competent Authority ULC Brihanmumbai inter alia develop the larger property as non vacant lands under the provisions of the Urban Land (Ceiling & Regulation) Act 1976 a lay out in respect of the



larger property prepared by Unique as approved by BMC its letters bearing No.CE7389/BPES/LOM dated 17<sup>th</sup> January 1998; 28<sup>th</sup> April 2000; 5<sup>th</sup> September 2002 and 9<sup>th</sup> June 2003. The said lay out was a tentative lay out and liable to be changed or revised as per the requirements of Unique and/or BMC and Unique have reserved their rights.

9. As per the said lay out Unique laid out the said larger Property into sub-Plots i.e. sub-plots 1 to 9 with provisions of internal access road and various infrastructure facilities including recreation and garden areas, club house swimming pools and other ancillary areas.

10. Unique through its division known as Nest Developers is developing the portion admeasuring about 5650 sq.mtrs out of the larger property (which said portion is designated as Sub-Plot 2 of the said layout) by construction of a Building Complex known as **NEST COMPLEX**. The said Sub-Plot – 1 and Sub-Plots 3 to 9 being portion of the larger property bearing CTS Nos. 11B/1/A (pt) 11/B/4 part and 11/B/8 of Village Chandivali are yet to be developed.

11. Under a Development Agreement dated 31<sup>st</sup> May 2004 Unique has granted development rights in respect of the said Sub-Plot Nos.1,3,4,5,6,7,8 and 9 unto EKTA SUPREME HOUSING a registered partnership firm having its office at Lakshmi Homes, Off Adi Shankaracharya Marg, Powai, Mumbai 400 076 as mentioned in the said Development Agreement.

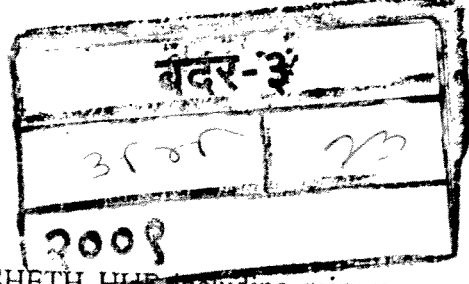


12. The said Development Agreement is registered at the Kurla II Sub-Registry under Serial No.BDR No.7 – 06141 of 2004.

13. We certify that the title of the A.D.SHETH HUF to the larger Property is clear and marketable and that the disposal of the said Property by the A.D.Sheth HUF in favour of Unique as provided in the aforesaid Memorandum of Understanding dated 24<sup>th</sup> April 1992 and the Deed of Confirmation cum Modification dated 4<sup>th</sup> February 2000 is



Kirit N. Damania & Co.  
ADVOCATES & SOLICITORS



binding on all the members of the A.D.SHEETH HUF including minors as mentioned hereinabove.

14. We further certify that in view of the said Development Agreement dated 31<sup>st</sup> MAY 2004 M/S. EKTA SUPREME HOUSING (herein referred to as "Ekta Supreme") are entitled to carry out development work on the said Sub-Plot Nos.1, 3,4,5,6,7,8 and 9 of the said layout in accordance with the provisions of the said Development Agreement dated 31<sup>st</sup> May 2004 and to sell flats and premises in the Buildings to be constructed on the said plots on what is known as on ownership basis.

15. Ekta Supreme are accordingly developing the said Sub-Plots 1 and 3 to 9 as a layout area to be known as Lake Homes.

MUMBAI, DATED THIS 30<sup>TH</sup> DAY OF JUNE 2004

For KIRIT N.DAMANIA & CO

*Kirit N. Damania*

PROPRIETOR



ANNEXURE - C

मालमत्ता पत्रक

बदर-३	
३५४	१४
२००९	गिरगा -- मुंबई उपनगर जिल्हा

विभाग/मौज -- चांदीखली

तालुका/न.भू.मा.का. -- न.भू.अ.घाटकोपर

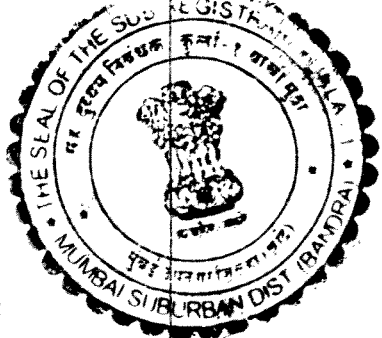
२००९ गिरगा -- मुंबई उपनगर जिल्हा

नगर भूपापन कमाक शिट नंबर प्लॉट नंबर क्षेत्र चो.मे. धारणाधिकार

युक्तमाने मिळवता जाऊकरीण ची किंवा भाड्याचा तपशील आणि त्याच्या फेर तपसाणीची मिक्या घेऊ

१२/१३ ११/१३

दिनांक	व्यवहार	खंड कमाक	नविन धारक (धा) पट्टेदार (प) किंवा धार (धा)	साक्षातकन
१७/११/१९९३	मा.द.नि.मु. याचे फडील सुचो फ.२ चा उतारा १२०१/८८ कोर्ट फांचेट डिब्री रि. २२.४.८८ तसेच जि.नि. भू.अ.त.शा. न.भू.अ.फ.७ मुयई याचा आदेश रि १७.११.९३ अन्वये धारक रतरी आय.डी.यल रोड विल्डर्स प्रा.लि. याचे नाव दाखल केले. क्षेत्र ७३१५.२ चौ.मी.	-----	धारक आयडीयल रोड विल्डर्स प्रा.लि. क्षेत्र ७३१५.२ चौ.मी.	सरो- ११९३-२२-१३ न.भू.अ. घाटकोपर
२६/०८/१९९४	पोट विभाजनमुठे	मा.जि.नि.भू अ.त.शा न.भू.अ फ.७ सुनुड याचा रि. २६.८.९४ चा आदेश	मा.जि.मु.उपनगर जि. याचे फडील पोट विभाजणे आदेश क.सो./कार्या /७/पो.प्रि./एस.आर./२८०० रि.११.२.९० चे आदेशान्वये न.भू.क.११ख चे १३७०६०-३ चौ.मी. क्षेत्रात पुरवा नव्याने ११ पोट डि.पडलेने न.भू.क ११ख चे मिळवता पत्रिकेचे क्षेत्रातून न.भू.क.११ख/२ ते ११ख/१२ या पोटक्षेत्राचे एकूण ६९१२०.८ चौ.मी. क्षेत्र घना केले. मुळ न.भू.क.११ ख चा ११ख/१ केला व त्याचे शिल्लक क्षेत्र ७७९३९.५ चौ.मी. कायम केले न.भू.क.११ख चे मिळवता पत्रिकेवर दाखल अ सलेली धारणाची नपये व सत्ता प्रकार त्या त्या पोट क्षे्रयाचे मिळवता पत्रिकेवर दाखल केलेली. तसेच न.भू.अ.फ.११ख चे मि. पत्रिकेवर रि. १७-११-९३ चे नोंदीत दाखल अ सलेली धारणाची नोंद तशीच्या तशी न.भू.क.११ख/२२ चे मिळवता पत्रिकेवर दाखल केलेली व ११ख खरील यमो केलेली न.भू.क.११ख मध्ये येणा त्या पोटक्षेत्रात सव न.भू.क.११ख/१ हो ११ख/९३ याचे त्या त्या न.भू. कमापन प्रमाणे रोज बदल केले.	सरो- ११९४-०८-२६ न.भू.अ. घाटकोपर



बंदर-३

मालमत्ता पत्रक

352

21

वेभाग/गावे -- चांदीवली

तालुका/न.भू.मा.का. -- न.भू.अ.घाटकोपर

जिल्हा -- मुंबई उपनगर जिल्हा

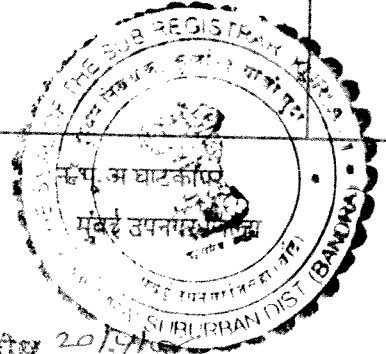
नगर भुजापन शिट नंबर प्लॉट नंबर क्षेत्र भाषणाधिकार नगरपालिका दिरक्या अंकारणीया क्रिळा भाड्याया तपरील आणि त्याच्या फेर तपासणीची नियत वेळ

११७/८ ११७/८

क्रमांक	व्यवहार	खंड क्रमांक	नविन धारक (१) पट्टेदार (२) क्रिळा भार (३)	साक्षातन
३०/१२/१९९८	मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा याचे काढील आदेश क्र.सी. फर्दा २६/एफक्रीकरण/ पौ.पि./एस.आर.फे.०११६ व न.भू.अ. घाटकोपर याचे काढील आदेश क्र. न.भू.अ.घाटकोपर/चांदीवली/९८ दि. ३०.१२.९८ अन्वये न.भू.क.११७/८ या भिळवतीस "निवारी प्रयोजनार्थ" असा आरक्षणाचा बदल झालेचा आदेश झालेने दि.२६.८.९४ चे नोंदीतील "रिफर्वाइशन माउडसाठी आरक्षित" हा राष्ट्र कमी केला व निवारी प्रयोजनार्थ आरक्षित अशी रूढीत नोंदवेली. (निवारी प्रयोजनार्थ)			यही- १९८-१२-३० न.भू.अ. घाटकोपर
२८/०४/२००२	मा.अ. शिक्षक भू.अ. यु.ज. जि. मु. याचे काढील पुनर्निर्माण आदेश क्र./प.भू. ३/ पुनर्निर्माण/ क्र.१/ न.भू.अ.घाट/०२ दि. २७/२/०२ व न.भू.अ. घाटकोपर याचे काढील आदेश क्र./घाट/फ.१.२/ यु.नो.क्र. २७ व २८/२००२ दि. ३१/०१/०२ अन्वये धारकाची इमला मालकाची व इतर शेर सदरी अंमलेली नार्थ कमी केली. "अनधिकृत विनशेती कट्टे"			फेर कर क्र. २६ प्रमाणे यही- २८/४/२००२ न.भू.अ. घाटकोपर

तपासणी करणारा -

अग्नी नमस्त -



११७/९१० : नव्या धारकाची तारीख २०/११/०१

१२०/०१ : नव्या धारकाची तारीख २०/११/०१

१११/०१६

२१/११/०४

२१/११/०४

२१/११/०४

२१/११/०४

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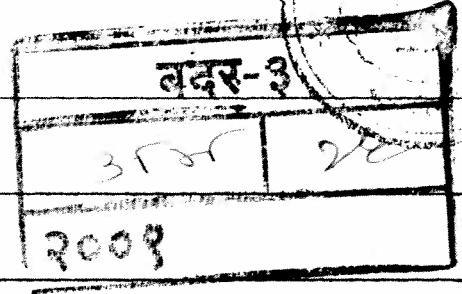
नगर सूत्रागाय अधिकारी घाटकोपर.

## मालमत्ता पत्रक

विभाग/मौजे -- **चांदीखली** तालुका/न.भु.मा.का. -- **न.भू.अ.घाटकोपर** जिल्हा -- **मुंबई उपनगर जिल्हा**

नगर भूपापन शिट नंबर प्लॉट नंबर क्षेत्र धारणाधिकार शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत प्रकृत

११९८ ११९८ ४२८९.३ क-१



मूळधारक --

धारकाचा मूळ धारक वर्ष

पट्टेदार --

द्वार भार --

द्वार शीरे --

दि.	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (धा)	माझाकन
२६/०८/१९९६	पोस्टविभागणी मुळे	मा.जि.नि.भू.अ. तथा न.भू.अ.रथा मु.उ.याचा आदेश दिनांक.२६/८/९४	मा. गिरहाधिवगरी मुंबई उपनगर जिल्हा याचेकडील पोस्टविभाजन आदेश क्र.सौ/कार्या/७/पो.वि/एस.आर. १८०० दि. १९.३.९४ चे आदेशाप्रमाणे न.भू.क. ११९८ जो रिक्रीएशन गाऊडसाठी आदेशाचे क्षेत्राची स्थलांतर मिळवता पत्रिका उचडली व मुळ मिळकत पत्रिकेतील सत्ता प्रकार व धारकाची नावे मंजूर केलेली धारक [१] स्वामीनीबेन अ मृतलाल शेठ [२] मनुगाई अ मृतलाल शेठ [३] जितेंद्र अ मृतलाल शेठ [४] नरेंद्र अ मृतलाल शेठ	पत्तो - ११९८-०८-२६ न.भू.अ. घाटकोपर
२८/१०/१९९८	न.भू.क. ११९८ ला लिडले प्रमाणे एक्झीक्यूटर व ट्रस्टी ची नावे दाखल केली व मयताचे नाव कमी केले. यात सामिल न.भू.क. ११९८ ते ११९८/७, ११९८/९ ते ११९८/१०, ११९८/२/१, ११९८/२/३, ११९८/२/४, ११९८ ते ११९८ सह.	--	एक्झीक्यूटर व ट्रस्टी [१] मनुगाई अ मृतलाल शेठ [२] जितेंद्र अ मृतलाल शेठ [३] नरेंद्र अ मृतलाल शेठ	पत्तो - ११९८-१०-२८ न.भू.अ. घाटकोपर
२८/१०/१९९८	न.भू.क. ११९८ ला लिडले प्रमाणे एक्झीक्यूटर व ट्रस्टीची नावे दाखल केली व मयताचे नाव कमी केले. यात सामिल न.भू.क. ११९८ ते ११९८/७, ११९८/९ ते ११९८/१०, ११९८/२/१, ११९८/२/३, ११९८/२/४, ११९८ ते ११९८ सह.	--	एक्झीक्यूटर व ट्रस्टी [१] शांताबेन मनुगाई शेठ [२] जलीन मनुगाई शेठ	पत्तो - ११९८-१०-२८ न.भू.अ. घाटकोपर



**ANNEXURE - D**

1PP-4099-95-20,000 Forms.

Form 346  
88

This I.O.D. is issued subject to compliance of the provision of U.L. (C&B) Act, 1978. In replying please quote No. and date of this letter.

Intimation of Disapproval under section 346 of the Municipal Corporation Act, as amended up to date.  
CL/3730/BPES/AL 20  
No. E. B./CE/ BS.A

<b>बंदर-३</b>	
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2008 JAN-2008	

**MEMORANDUM**

To,

Municipal Office,

Bombay

M/s. Ekta Supreme Housing C.A. to Shri Jitendra Sheth and others

With reference to your Notice, letter No. 2718 dated 8.12.2004 199 and delivered on

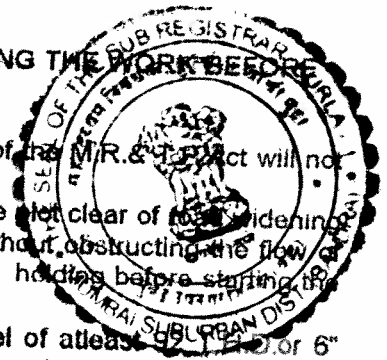
199 and the plans, Sections, Specifications and Description and further particulars Prop.residential bldg on sub divided plot bearing

CTS No. 11-B/1-(A) of village Chandivali Kurla (W)

furnished to me under your letter, dated 199. I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you under section 346 of the Bombay Municipal Corporation Act, as amended up-to-date, my disapproval by the following reasons:-

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

1. That the commencement certificate under Sec.45/69(1)(a) of the M.R.&T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of road widening line with foundation below the bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Regulation No.38(27).
3. That the low lying plot will not be filled up to reduced level of atleast 1.20 or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.
4. That the specification for layout/D.P./or access roads/development of setback land will not be obtained from Executive Engineer (Road Construction) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from Executive Engineer (R.C.)/Executive Engineer (S.W.D.) E.S. before submitting building completion certificate.
5. That the Licensed Structural Engineer will not be appointed, supervision memo as per appendix XI Regulation 5(3)(IX) will not be submitted by him.
6. That the structural design and calculations for the proposed work considering seismic forces as per I.S.Code Nos.1893 and 4326 and for existing building showing adequacy thereof to take up additional load will not be submitted by him.
7. That the regular/sanctioned/ proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/E.E.(T&C)/E.E.(D.P.)/D.I.L.R.before applying for C.C.
8. That the registered undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward Officer and the ownership of the setback land will not be transferred in the name of M.C.G.M.
9. That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents, etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
10. That the temporary shed for cement godown, site office, proposed to be demolished will not be demolished or necessary phase programme with agreement will not be submitted and got approved before C.C.



<b>बदर-३</b>	
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( ) That proper gutters and down pipes are not intended to be put to the eaves of the roof on the public street.

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet the requirements, but not otherwise, you will be at liberty to proceed with the said building or work at any time after the date of this intimation, but not so as to contravene any of the provisions of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act or in that force.

Your attention is drawn to the Special Instructions and Notes accompanying the intimation of this intimation.

*MW 28/1/09*  
Executive Engineer, Building Department  
Zone, ES, W. 11/11.

**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 Bombay has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 30 of the said Act.

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

" Every person who shall erect as new domestic building shall cause the same to be built so that the level of the plinth shall be —

" (a) Not less than 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer then existing or thereafter 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. (28.04 metres) above Town Hall Datum.

(4) Your attention is invited to the provisions of Section 152 of the Act which requires that the person who pays property taxes is required to give notice of erection of a new building or occupation of a building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 (3) of the Act. It is to be noted that the valuation of the premises will be liable to be revised under Section 167 of the Act on the earliest possible date in the current year in which the completion or occupation is reported by the person to the Collector's Department.

(5) Your attention is further drawn to the provision of Section 353-A about the necessity of obtaining an occupation certificate with a view to enable the Municipal Commissioner for Greater Bombay to issue such a certificate and to grant a permission before occupation and to levy penalty for non-compliance with Section 471 if necessary.

(6) Proposed date of commencement of work should be communicated as per requirements of Section 47 (1) (a) of the Bombay Municipal Corporation Act

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

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Municipal Commissioner, Bombay Suburban District, before the work is started. The Non-agricultural assessment shall be paid in full which may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Your attention is drawn to the notes accompanying the intimation of this intimation.



Brihanmumbai Mahanagar Palika

CE/ 3730 /BPES/AL

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11. That the requirements of N.O.C. of B.S.E.S. Ltd. will not be obtained and the requisitions, if any, will not be complied with before occupation certificate/B.C.C.
12. That the conditions mentioned in release letter of Executive Engineer (D.P.) under no. ChE/5055/DPES dt. 31.1.1994 will not be complied with.
13. That the qualified registered site supervisor through architect/structural engineer will not be appointed before applying for C.C. & his name and licence No. duly revalidated will not be submitted.
14. That the true copy of sanctioned layout sub-division /amalgamation approved under No CE/389/BPES/LOL dtd alongwith the terms and conditions will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
15. That the extra water and sewerage charges will not be paid to Asst. Engineer, Water Works, 'L' Ward before C.C.
16. That adequate care in planning, designing and carrying out construction will not be taken in the proposed building to provide for the consequence of settlement of floors and plinth filling etc.
17. That adequate care will not be taken to safeguard the trees existing on the plot while carrying out construction work & remarks from S.G. shall not be submitted.
18. That the notice under Sec.347 (1)(a) of the Mumbai Municipal Corporation Act will not be sent for intimating the date of commencement of the work
19. That this office will not be intimated in prescribed proforma for checking the open spaces and building dimensions as soon as the work upto plinth is completed
20. That the clearance certificate from assessment Department regarding upto date payment of Municipal taxes etc. will not be submitted.
21. That the requirement of bye law 4© will not be complied with, before starting the drainage work and in case Municipal sewer is not laid, the drainage work will not be carried on as per the requirement of Executive Engineer (Sewerage Project) Planning & completion certificate from him will not be submitted.
22. That the copy of Intimation of Disapproval conditions & other layout or sub-division conditions imposed by the Corporation in connection with the developmental site shall not be given to the would be purchaser and also displayed at site.
23. That the N.A. permission from the Collector of Bombay shall not be submitted
24. That a Janata Insurance Policy or policy to cover the compensation claims arising out of Workmen's Compensation Act 1923 will not be taken out before starting the work and will not be renewed during the construction.
25. That the development charges as per M.R.T.P.(amendment) Act 1992 will not be paid.
26. That the carriage entrance shall not be provided before starting the work.
27. That the adequate & decent temporary sanitary accommodation will not be provided for construction workers on before starting the work.
28. That the documentary evidence regarding ownership, area and boundaries of holding is not produced by way of abstracts form the District Inspector of Land Records, extracts from City Survey Record and conveyance deed etc.
29. That separate P.R.Cards for each sub-divided plots, road etc. will not be submitted.
30. That the debris will not be removed before submitting the building completion certificate and requisite deposit will not be paid before starting the work towards faithful compliance thereof.

for  
Executive Engineer  
(Eastern Suburbs.)

Brihanmumbai Mahanagar Palika  
CE/ 3730 /BPES/AL

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31. That the No Objection Certificate from Hydraulic Engineer for the proposed development will not be obtained and his requirements will not be complied with
32. That the registered undertaking agreeing to form Co-op. Housing society will not be submitted before starting the work.
33. That the society will not be formed & got registered and true copy of the registration of society will not be submitted.
34. That the proposal will contravene the section 251 (A)(A) of the Mumbai Municipal Corporation Act.
35. That the remarks from Asst.Engineer, Water Works regarding location, size capacity of the suction tank, overhead storage tank for proposed and existing work will not be submitted before starting the work and his requirements will not be complied with.
36. That the capacity of overhead tank will not be provided as per 'P' form issued by department of Hydraulic Engineer and structural design to that effect admitted before requesting to grant commencement certificate.
37. That the phase programme for infrastructure development will not be submitted and got approved and will not be developed as per phase programme.
38. That the undertaking for paying additional premium due to increase in land rate as and when demanded shall not be submitted.
39. That the N.O.C. from Pest Control Officer' L' Ward MCGM shall not be obtained.
40. That the board mentioning the name of Architect/Owner shall not be displayed on site.
41. That the excavated earth and debris from the plot under ref. shall not be dumped on MMC approved dumping grounds.
42. That necessary precautions shall not be taken while doing development on plot under ref. as stated in this office letter dated 17.1.2004 under even no. as stated in Court Case u.no.H.C.,O.O.C.J. W.P.(PIL) 2655 OF 2004
43. That the NOC from Dept of Environmental and Forest shall not be submitted.

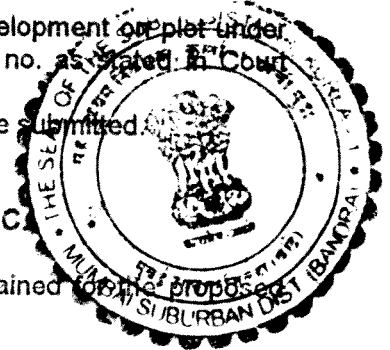
B) CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.

1. That the N.O.C. from Civil Aviation Department will not be obtained for the height of the building.

C) GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C.

1. That the separate vertical drain pipe, soil pipe with a separate gully tap, water main, overhead tank, etc. for maternity home/nursing home user will not be provided and the drainage systems or the residential part of the building will not be affected.
2. That some of the drains will not be laid internally with C.I. pipes.
3. That the dust bin will not be provided as per C.E.'s circular No.CE/9296/11 of 26.6.1978.
4. That the surface drainage arrangement will not be made in consultation with Executive Engineer (S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate.
5. That 10 ft. wide paved pathway upto staircase will not be provided.
6. That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.

*MW 20/01/05*  
Executive Eng: Building Proposal,  
(Eastern Suburbs.)



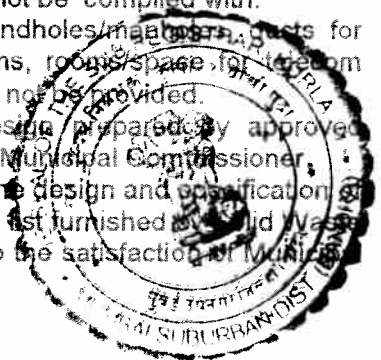


Brihanmumbai Mahanagarपालिका

CE/ 3730 /BPES/AL/2005

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7. That the name plate/board showing plot No.name of the building etc.will not be displayed at a prominent place before O.C.C./B.C.C.
8. That the parking spaces shall not be provided as per D.C.Regulation No.36.
9. That B.C.C. will not be obtained and I.O.D.and debris deposit etc.willnot be claimed for refund within a period of 6 years from the date of its payment.
10. That the provision will not be made for making available water for flushing and other non-potable purposes through a system of borewell and pumping that water through a separate overhead tank which will be connected to the drainage system and will not have any chances of mixing with the normal water supply of the Corporation.
11. That the certificate to the effect that the licensed surveyor has effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, termites, fixtures, joints in drainage pipes etc.and that the workmanship is found very satisfactory shall not be submitted.
12. That three sets of plans mounted on canvas will not be submitted.
13. That the certificate from Lift Inspector regarding satisfactory installation and operation of lift will not be submitted.
14. That the federation of flat owners of the sub-division/layout for construction and maintenance of the infrastructure will not be formed
15. That post mail boxes at ground floor for residence/occupation at upper floors shall not be provided.
16. That the every part of the building construction and more particularly, overhead tank will not be provided with a proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.
17. That the final NOC from S.G. shall not be submitted.
18. That the requisitions of clause No.45 & 46 of D.C.R.91 shall not be complied with.
19. That the infrastructural works such as; construction of handholes/manholes etc. for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall not be provided.
20. That the provision for rain water harvesting as per design prepared by approved consultant in the field shall not be made to the satisfaction of Municipal Commissioner.
21. That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations / individuals specialized in this field, as per the list furnished by Solid Waste Management Department of MCGM, shall not be provided to the satisfaction of Municipal Commissioner.



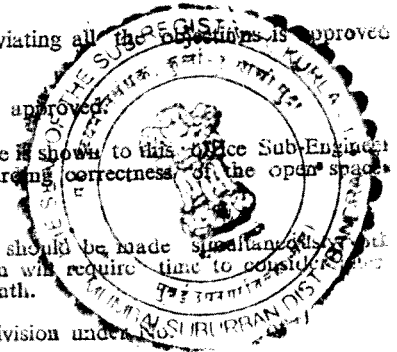
D) CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.

1. That certificate under Section 270-A of the Bombay Municipal Corporation Act will not be obtained from H.E.'s department regarding adequacy of water supply.
2. That the ownership of the recreation space/swimming pool /Club House shall not vest by provision in a deed of conveyance in all the property owners on account of whose holding the R.G./Swimming Pool Club House is assigned.
3. That the structure constructed in recreation space for the user of residents shall not be used only for recreational activity for which it is approved for the bonafide society members.

*MW 20/1/05*  
Executive Engineer  
(Building Proposals)(Eastern Suburbs)

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- (1) The work should not be started unless objections are complied with.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional materials shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the hoarding is constructed and application is made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand, preps debris, etc., should not be deposited over footpaths or public street by the owner/architect/their contractors, etc., without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objections is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces and dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division under the Municipal Act should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non 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 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in concrete having broken glass pieces at the rate of 125 cubic metres per 10 Sq. metres below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below, level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be retained are in good condition.
- (20) This Intimation of Disapproval is given exclusively for the purposes of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13(h) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 547(1) (a) or your starting the work without removing the structures proposed to be removed the act shall be treated as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanction will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.

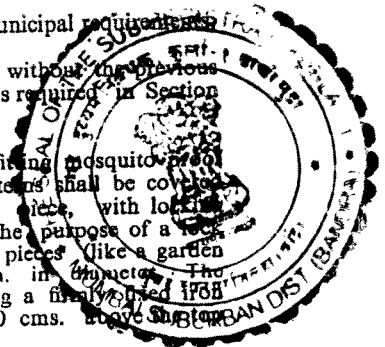
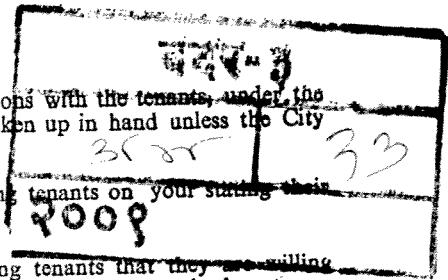


(21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following :-

- (i) Specific plans in respect of evicting or rehousing the existing tenants on your standing their number and the area in occupation of each.
- (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
- (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.

- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its 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 same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) The bottom of the over head storage work above the finished level of the terrace shall not be more than 1 metre.
- (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 nahans and other appurtenances 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 new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Bombay, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully 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 jistons 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 on tightly serving the purpose of a garden and the warning pipes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfections each not exceedi g 1.5 mm. in diameter. The cistern shall be made easily, safely and permanently a ceasible by providing a fire proof ladder, the upper ends of the ladder should be earmarked and extended 60 cms. above the roof 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 not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5(b).  
 (b) Lintels or Arches should be provided over Door and Window openings.  
 (c) The drains should be laid as require under Section 234-1(a).  
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.

NW 28/10  
 Executive Engineer, Building Proposals  
 Zone - - E3 - - Ward 1



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

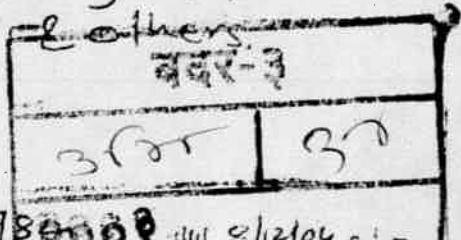
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966

NO CE/ 3730 /BPES/A L

16 FEB 2005

COMMENCEMENT CERTIFICATE

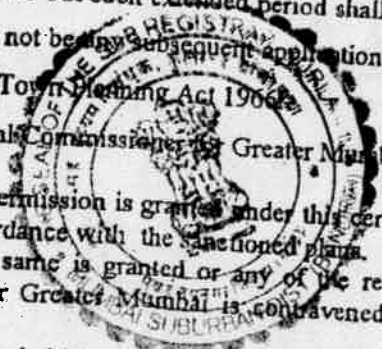
To, M/s. Ekta Supreme Housing Co to  
Shri. Jitendra Sheth & others



Sir,

With reference to your application No 2980009 dttd 9/12/04 for Development Permission and grant of Commencement Certificate under Section 45 and 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building No 6 on plot No. 1 C.T.S. No 11B/1(A) Divn /Village / Town Planning Scheme No Chandivalli situated at Road /Street Kurla Ward L the Commencement Certificate /Building permit is granted on the following conditions :-

- 1] The land vacated on consequence of the endorsement of the set back line/ road widening line shall form part of the public street.
- 2] That <sup>no</sup> new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupation permission has been granted.
- 3] The commencement certificate/ development permission shall remain valid for one year commencing from the date of its issue.
- 4] This permission does not entitle you to develop land which does not vest in you.
- 5] This commencement Certificate is renewable every year but such extended period shall be in no case exceed ~~three~~ years provided further that such lapse shall not be a subsequent application for fresh permission under section 44 of the Maharashtra Regional & 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 plan.
  - 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 applicant and every person deriving title through or under him in such an even shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966.



Mark

9/12/04  
100012

To,  
M/s. Ekta Supreme Housing  
C.A. to J.A. Sheth  
Off Adi. Shankaracharya Marg,  
Near Gopal Sharma School,  
Powai  
Mumbai-400 076

वर्क-३	
3730	32
2009	

Sub:- Full Occupation permission for proposed building No.6 comprising of Wing A, B, C & D Lower stilt + Upper stilt + podium + 1st to 22nd upper floor situated on plot bearing C.T.S. No.11B/1A of village Chandivali at Kurla (W)

Sir,

The full development work of building No.6 comprising of Wing A, B, C & D Lower stilt + Upper stilt + podium + 1st to 22nd upper floor situated on plot bearing C.T.S. No.11B/1A of village Chandivali at Kurla (W) completed under the supervision of Licensed Surveyor Shri. Tarun Mota having Licence No. M/163/LS & Licensed Structural Engineer Shri. Umesh Joshi Licence No.STRJJ/26 and site supervisor Shri. Anil Kamble having licence No.K/328/SSI may be occupied on the following conditions :

1. That Certificate under Section 270-A of the Mumbai Municipal Corporation Act shall be submitted before applying for B.C.C. or within 3-months whichever is earlier.
2. That balance terms and conditions of approved layout shall be complied with before requesting for B.C.C.

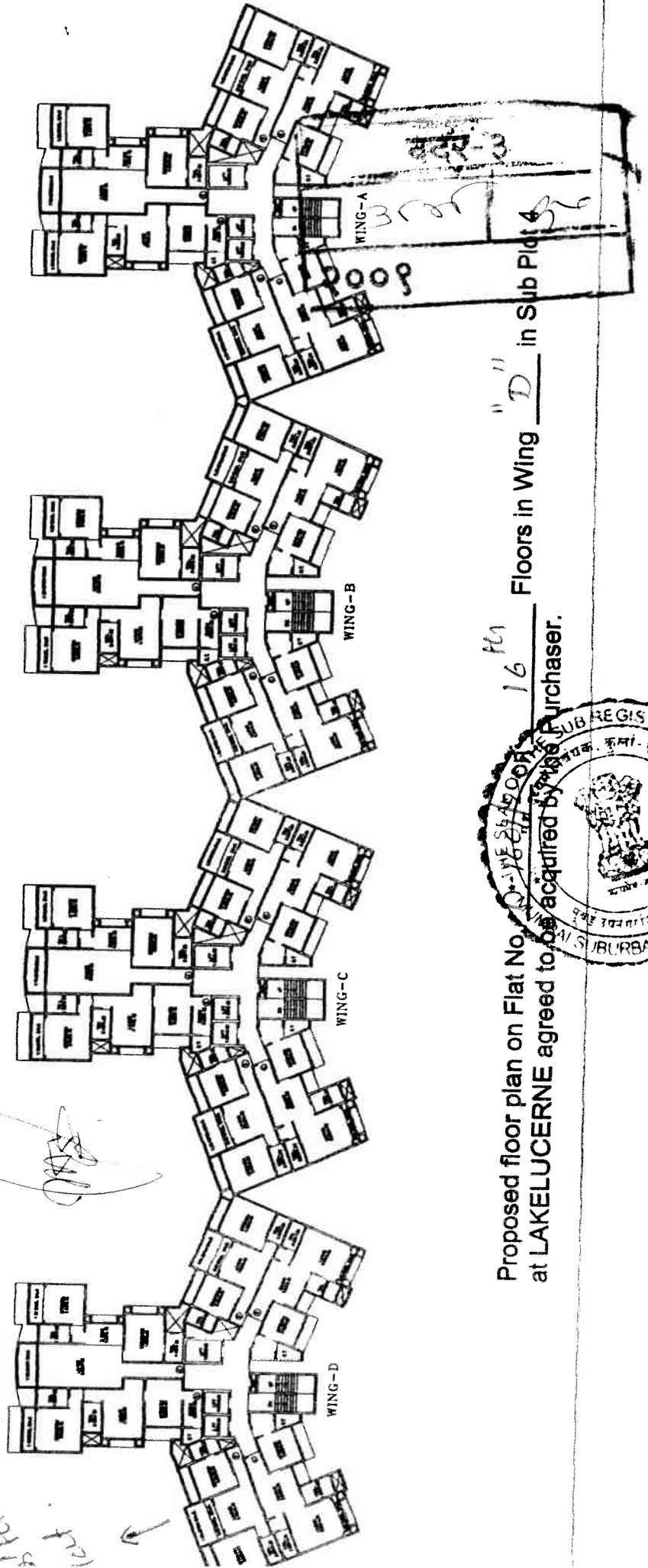
A set of certified completion plans is returned herewith in token of Municipal approval.

Yours faithfully,

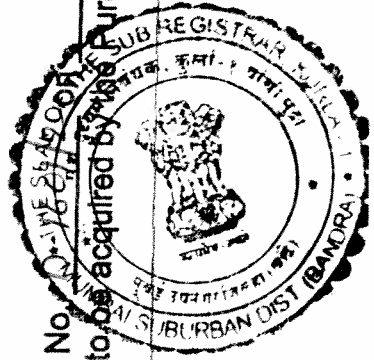
*[Signature]*  
Executive Engineer  
(Building Proposals)(E.S.)



TYPICAL FLOOR PLAN  
LAKE LUCERNE  
(SUB PLOT - 4)



Proposed floor plan on Flat No. 16th floor in Wing D in Sub Plot 4 at LAKE LUCERNE agreed to be acquired by the Purchaser.



ANNEXURE "E"

बदर-३	
३६४८	३८
२००९	

I. COMMON AREAS AND FACILITIES:

A. In relation to the said Sub-Plot No. 4

- a) The common service lines such as electricity, water, drainage, sewerage, ect. passing through, under, across or above the said Sub Plots;
- b) Watchmen's cabins;
- c) Common internal/access roads, pathways, driveways and entrance gates;

The Purchaser will have a proportionate undivided interest in the above.

B. In relation to the said Building to be known as "Lake Lucerne"

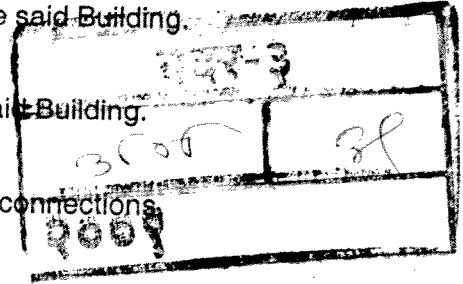
1. Entrance lobby and foyer of the said Building will be for the benefit of the flat purchasers in the said Building.
2. Servant toilet/s on the ground floor for use by the common servants staff of the said Building such as watchmen, sweepers, etc;
3. Lifts and Lift rooms, meter rooms, water pumps, common electric and water meters, entrances and exits and the refuge areas meant for the Building.



C. The following facilities which will be located throughout the said Building:

1. Underground water storage tank;
2. Overhead water tank located on the terrace of the said Building.

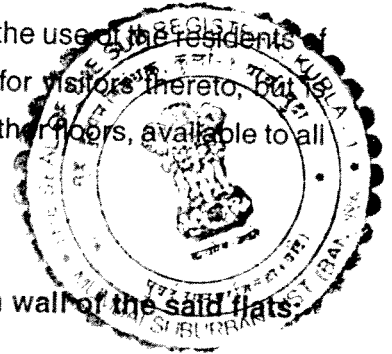
4. Electric wiring net-work throughout the said Building.
5. Drainage and sewerage lines of the said Building.
6. Necessary light, telephone and water connections.
7. All apparatus and installation existing for common use.



**II. : LIMITED COMMON AREAS AND FACILITIES :**

**A. The following facilities located in each of the upper floors are restricted common areas and facilities restricted to the flats of the respective floor :**

1. The Landing / area in front of the flats on a particular floor (other than any portion thereof in respect of which exclusive rights have been given to any flat purchaser having a flat), as a means of access to the flats on the said floor but not for the purposes of storing or as a recreation area or residence or for sleeping;
2. The Landing / area as aforesaid is limited for the use of the residents of the flats located on that particular floor and for visitors thereto, but is subject to means of access for reaching the other floors, available to all residents and visitors;

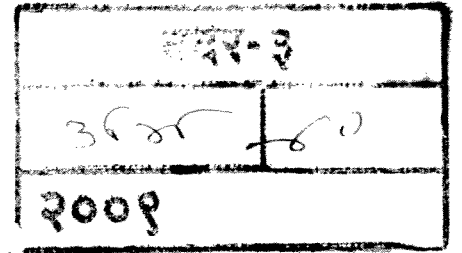


**B. Partition wall between two flats shall be common wall of the said flats.**

**III. : PERCENTAGE OF UNDIVIDED SHARE OF THE SAID FLAT :**

- A. Common areas and facilities relating to the said Building proportionate to the built-up area of the said flat to the built-up area of the said Building.
- B. Limited common areas and facilities on the floor of the said Building on which the said flat is located proportionate to the built-up area of the premises on the said floor.





**NOTE**

1. The aforesaid statement is tentative and is liable to change in the event of there being changes in the layout of the said Sub-Plots / building plans of the said Building and is subject to the rights of the Developer to the portions of the common areas as provided in this Agreement.
2. The common areas and facilities shall remain undivided and be enjoyed in common with the other flat purchasers as stated hereinabove.
3. The common areas and facilities are not separable from the use of the flats to which they pertain.
4. The common areas and facilities will be used only for the purpose for which they are intended without hindering or encroaching upon the rights of the other flat purchasers who are entitled to enjoy the same.



बदर-३	
३६५	७
२००९	

## घोषणापत्र

मी हृषीकेशि मा. कोळी. याद्वारे घोषित करतो की, दुय्यम

निबंधक कुली-३ यांच्या कार्यालयात कडरनामा या शिर्षकाचा दस्त

नोंदणीसाठी मादर करण्यात आला आहे. ठाकुरशाला मुम्बई (२) निवेक मोहम्मद. व इ. यांनी

दि. ०८/०६/०८ रोजी मला दिलेल्या मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त

नोंदणीस सादर केला आहे/निष्पादीत करून कबुलीजबाब दिला आहे. सदर 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. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून

उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून अल्यास नोंदणी अधिनियम १९०८ चे

कलम ८२ अन्वये शिक्षेस मी पात्र राहिन याची मला जाणीव आहे.

दिनांक : ०५/०५/०९

कुलमुखत्यारपत्रधारकाच नाव  
व मही



# GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023.

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No. :  
208

Receipt Date :  
08/06/2004

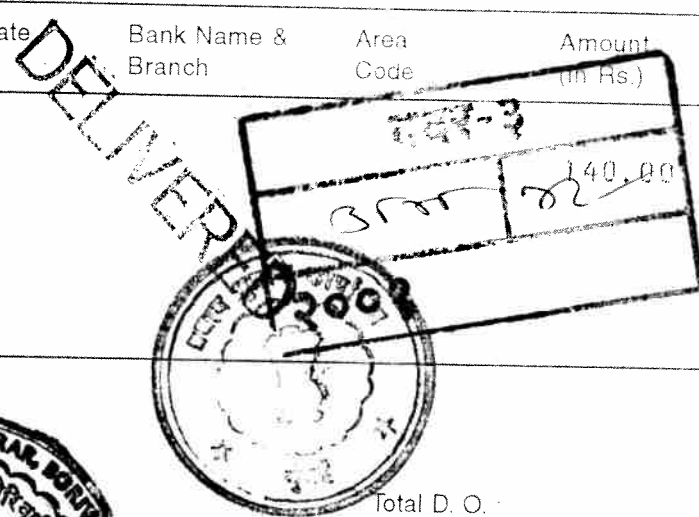
Received From :  
VIVEK MOHANANI

On Account of :  
102-(II)

MMRDA Counter No. : 2

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (in Rs.)
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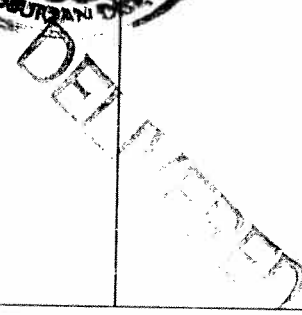
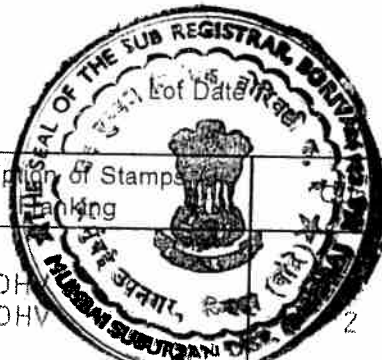
Cash



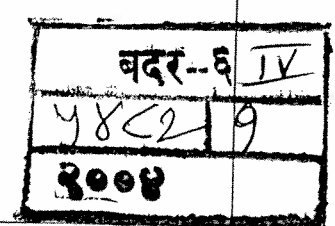
Case No. :

Lot No. :

Total D. O. :



Sr. No.	Description of Stamps	Quantity	Denomination	Amount (in Rs.)
1	SPL/ADH	1	100	100.00
2	SPL/ADHV	2	20	40.00
Total :				140.00

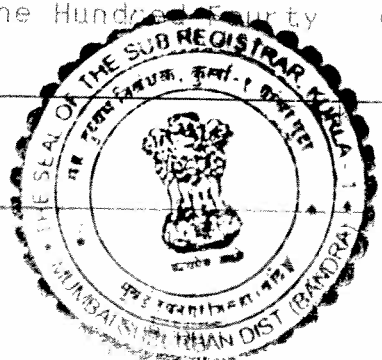


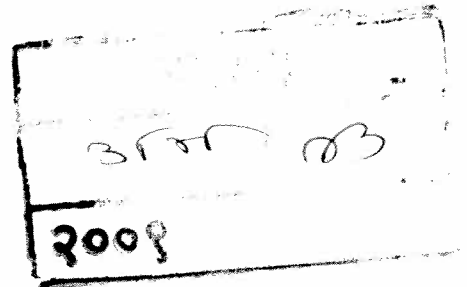
Rs. :  
140.00

Rupees :  
One Hundred Forty Only

Cashier / Accountant

Signature / Designation  
V. DALAVI \*\*\*





**POWER OF ATTORNEY**

*Vishal Juman*  
*Vivek Mohanani*

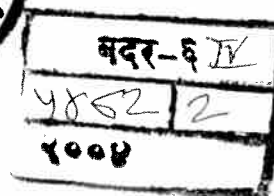
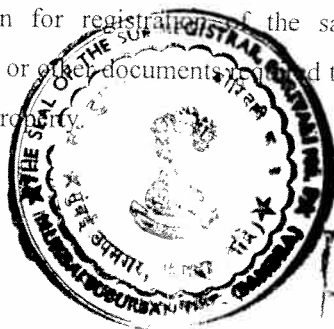
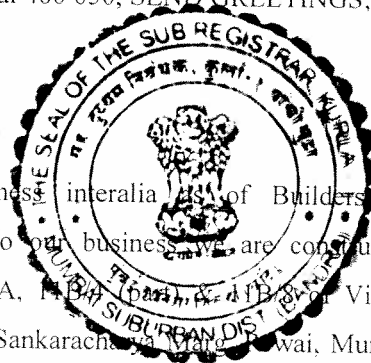
*Vishal Juman*  
*Vivek Mohanani*

TO ALL TO WHOM THESE PRESENTS SHALL COME, We, 1) MR. VIVEK MOHANANI, R/A, Vivek Enclave, Mandapeshwa Road, Borivali (W) M-102 & 2) MR. VISHAL S. JUMANI having address at 31, Lee Chateau, 15<sup>th</sup> Road, Bandra (West), Mumbai 400 050, SEND GREETINGS;

**WHEREAS :**

WHEREAS We are carrying on business inter alia of Builders and Developers/Promoters and as incidental to our business we are constructing building at land bearing C.T.S. No.11B/1A, Village Chandivali, Taluka Kurla, situated at Adi Sankaracha wai, Mumbai 400 076 and entering into and executing diverse agreement for sale of flats with various flats Purchasers and also executing various undertakings, declarations etc in favour of Municipal corporation and/or other authorities;

AND WHEREAS it is not possible for us due to our business commitments to appear before the Sub-Registrar of Assurances, personally for admission and presentation for registration of the said Agreement for Sale, undertakings, declaration or other documents to be executed for the development of the buildings/property.

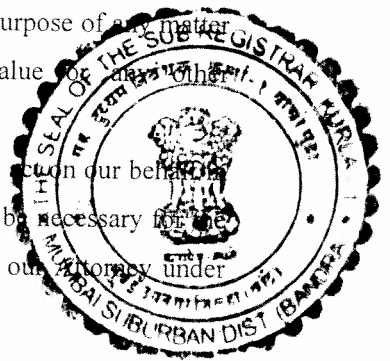


Rs. 100/- Rs. One Hundred Only  
GENERAL STAMP OFFICE  
P. V. CHITambar  
Proper Stamp Office, MUMBAI  
8679 SPECIAL REGISTER  
1678 JUN 08 2008  
R. 00001007  
MUMBAI

NOW KNOW ALL YE MEN THAT BY THESE PRESENTS We the said 1) MR. VIVEK MOHANANI & 2) MR. VISHAL S. JUMANI do hereby nominate, constitute and appoint 1) Shri Satish R. Sharma, 2) Mr. Gyanprakash Prajapati 3) Mr. Krishna Chouhan, 4) Mr. Harshwardhan Koli, & 5) Mr. Kapil Sharma, resident of Mumbai to be our true and lawful attorney for us and in our name and on our behalf (jointly or severally) to do or cause to be done all or any of the following acts, deeds, matters and things that is to say :

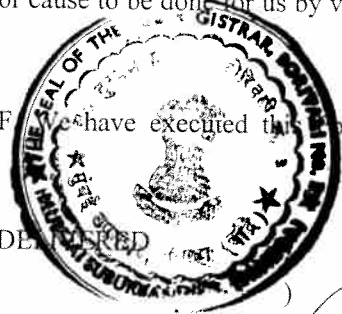
368  
2008

1. To admit the execution of the Agreements for Sale, undertaking, declaration already executed by us and/or to be executed by us hereafter.
2. To present the said Agreement for Sale, undertaking, declaration before the Sub-Registrar for the purpose of registration of the same and to do all acts that are necessary for effectively registering the said Agreements for Sale, undertaking, declaration.
3. To receive document or documents from the Sub-Registrar after registration and to give proper receipts and discharge for the same.
4. To appear before any Court or Authority for the purpose of a suit relating to the registration declaration of value or other proceedings connected with the same.
5. To engage pleader or authorised representatives to act on our behalf in the said proceedings to do all other acts that may be necessary for the proper completion of the work assigned by us to our attorney under these presents.



We do hereby ratify and confirm that all acts, deeds and things done by our said Attorney shall be deemed to have been acts, deeds and things done by us personally and we undertake to ratify and confirm all and whatsoever that our said attorney shall lawfully do or cause to be done for us by virtue of the power hereby given.

IN WITNESS WHEREOF we have executed this power 8<sup>th</sup> day of June 2004.



बदर-६ IV  
4823  
2008

SIGNED, SEALED AND DELIVERED  
By the withinnamed  
MR. VIVEK MOHANANI &  
MR. VISHAL S. JUMANI

in the presence of.....

① [Signature]      ② [Signature]  
③ [Signature]      ④ [Signature]  
⑤ [Signature]

(5 Attorney Holders)

VAMU  
Vishal S. Juman



08/06/2004

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

वदर6

दस्त क्र 5482/2004

6:19:28 pm

बोरीवली 3 (बोरीवली)

दस्त क्रमांक : 5482/2004

दस्ताचा प्रकार : मुखत्यारनामा

वदर-३

35/2

21

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव विवेक . मोहनानी  
 पत्ता: घर/फ्लॅट नं: -  
 गल्ली/रस्ता: मंडपेश्वर रोड  
 ईमारतीचे नाव विवेक एनक्लेव्ह  
 ईमारत नं: -  
 पेठ/वसाहत: -  
 शहर/गाव:-  
 तालुका: बोरीवली प. मुं.  
 पिन: 103  
 पॅन नम्बर: -

लिहून घेणार 2009

वय 23

सही



2 नाव विशाल एस. जुमानी  
 पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे  
 गल्ली/रस्ता: -  
 ईमारतीचे नाव: -  
 ईमारत नं: -  
 पेठ/वसाहत: -  
 शहर/गाव:-  
 तालुका: -  
 पिन: -  
 पॅन नम्बर: -

लिहून घेणार

वय 23

सही



3 नाव सतीश . शर्मा  
 पत्ता: घर/फ्लॅट नं: 6  
 गल्ली/रस्ता: -  
 ईमारतीचे नाव अभिन  
 ईमारत नं: -  
 पेठ/वसाहत: -  
 शहर/गाव:-  
 तालुका: बोरीवली पू. मुं.  
 पिन: -  
 पॅन नम्बर: -

लिहून घेणार

वय 36

सही



4 नाव ग्यान प्रकाश . प्रजापती  
 पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे  
 गल्ली/रस्ता: -  
 ईमारतीचे नाव: -  
 ईमारत नं: -  
 पेठ/वसाहत: -  
 शहर/गाव:-  
 तालुका: -  
 पिन: -  
 पॅन नम्बर: -

लिहून घेणार

वय 23

सही



5 नाव कृष्णा . चौहान  
 पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे  
 गल्ली/रस्ता: -  
 ईमारतीचे नाव: -  
 ईमारत नं: -  
 पेठ/वसाहत: -  
 शहर/गाव:-  
 तालुका: -  
 पिन: -  
 पॅन नम्बर: -

लिहून घेणार

वय 23

सही



वदर--६ IV  
 5/22 2  
 5008



08/06/2004

दुय्यम निबंधकः




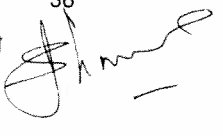


दस्त गोषवारा भाग-1

वदर6

दस्त क्र 5482/2004

6:19:30 pm

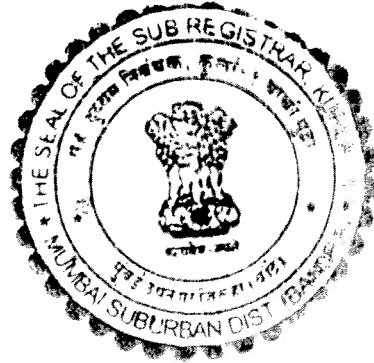
बोरीवली 3 (बोरीवली)

दस्त क्रमांक : 5482/2004	<b>वदर-३</b>		
दस्ताचा प्रकार : मुखत्यारनामा	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
अनु क्र. पक्षकाराचे नाव व पत्ता	लिहून घेणार		
6 नाव: हर्षवर्धन . कोळी पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव: - तालुका: - पिन: - पॅन नम्बर: -	वय 24 सही 		
7 नाव: कपिल . शर्मा पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव: - तालुका: - पिन: - पॅन नम्बर: -	वय 36 सही 		

**वदर-६ IV**

५५८२/५

२००४





दस्त गोषवारा भाग - 2

वदर6

दस्त क्रमांक (5482/2004)

दस्त क्र. [वदर6-5482-2004] चा गोषवारा  
वाजार मुज्य :0 मोवदला 1 भरलेले मुद्रांक शुल्क : 100

पावती क्र.:5543 दिनांक:08/06/2004  
पावतीचे वर्णन  
नांव: विवेक . मोहनानी

दस्त हजर केल्याचा दिनांक :08/06/2004 06:12 PM

निष्पादनाचा दिनांक : 08/06/2004

दस्त हजर करणा-याची सही

*[Handwritten signature]*

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

220: एकूण

*[Handwritten signature]*

दु. निबंधकाची सही, बोरीवली 3 (बोरीवली)

दस्ताचा प्रकार :48) मुखत्यारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 08/06/2004 06:12 PM

शिक्का क्र. 2 ची वेळ : (फी) 08/06/2004 06:19 PM

शिक्का क्र. 3 ची वेळ : (कबुली) 08/06/2004 06:19 PM

शिक्का क्र. 4 ची वेळ : (ओळख) 08/06/2004 06:19 PM

दस्त नोंद केल्याचा दिनांक : 08/06/2004 06:19 PM

ओळख :

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

1) गारुती- म्हावरकर ,घर/फ्लॅट नं: 6

गल्ली/रस्ता: -

ईमारतीचे नाव: अमिन

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: बोरीवली पू. मुं.

पिन: -

2) रमेश. खाडे ,घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

वदर-6  
3/11/08  
2008

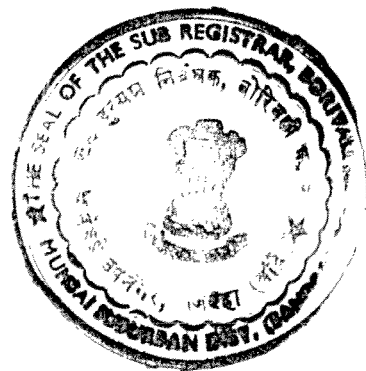
वदर-6 JV  
4/12/08  
2008



दस्तामळी *[Signature]* पाने मारव.

सह. दुय्यम निबंधक बोरीवली-क्र. 3  
सुबर्ब उपनगर जिन्हा.

*[Handwritten signature]*  
दु. निबंधकाची सही  
बोरीवली 3 (बोरीवली)




वदर-6 4/12/2008

पुस्तक क्रमांक वदर  
नोंदला.  
दिनांक:

सह दुय्यम निबंधक, बोरीवली-3  
सुबर्ब उपनगर जिन्हा.



03 (2) 97-8824



FORM 6  
[See Rule 16(1)]

Driving Licence

MH-03 (2) 97-8824  
Driving Licence No.

05/3/97  
Date of Issue

Name of the Licence Holder  
Mr. Ramchandra  
Chivilkar

Son/wife/daughter of  
B. N. RAM

Name of Lic.  
B. N. RAM

3008



2

Temporary address/ Official address (if any)

Permanent Address  
201 B, Munsterch  
Ganesh Chaw  
V. B. Road

Date of birth  
02/11/95

Educational qualifications  
M. A. (Hons.)  
N. I. (Hons.)

Blood group with RH factor (Optional)

3

The holder of this licence is licensed to drive throughout India the vehicles of the following description:

Motor Cycle with an engine capacity up to and above 50 C.C.

The licence to drive a motor vehicle other than transport vehicle is valid From 05/3/97 to 04/3/2017

Signature and Designation of the Licensing Authority

20

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER



ACFPR3312P



नाम /NAME

MUKESH TRIKAMLAL RATHOD

पिता का नाम /FATHER'S NAME

TRIKAMLAL BHALABHAI RATHOD

जन्म तिथि /DATE OF BIRTH

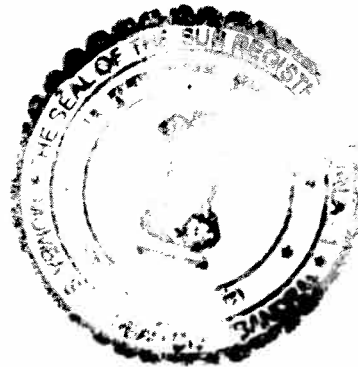
03-02-1972

हस्ताक्षर /SIGNATURE

*Mukesh Rathod*

आयकर आयुक्त, गुज.-1, अहमदाबाद  
COMMISSIONER OF INCOME-TAX,  
GUJ.-1, AHMEDABAD

बदर-3	
3127	7
२००९	





05/05/2009

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

वदर3

दस्त क्र 3848/2009

11:23:06 am

कुर्ला 1 (कुर्ला)

40

दस्त क्रमांक : 3848/2009

दस्ताचा प्रकार : करारनामा

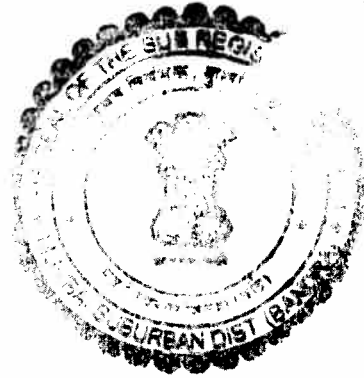
अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	<p>नाव: जयंत परीमल - -</p> <p>पत्ता: घर/फ्लॅट नं: प्लॉट नं 1146/1, सेक्टर 2 डी, श्री स्वामी नारायण मंदीर, गांधी नगर गुजरात आज मुंबई त गल्ली/रस्ता: --</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत नं: -</p> <p>पेट/वसाहत: -</p> <p>शहर/ग</p>	<p>लिहून घेणार</p> <p>वय 42</p> <p>सही</p>		
2	<p>नाव: मेसर्स एकता सुप्रिम हाऊसिंग तर्फे भागीदार श्री.विवेक मोहनानी व विशाल जुमानी या दोघांच्याकतीने कु मु म्हणून श्री.हर्षवर्धन सत्यवान कोळी AABFE 7069 G - -</p> <p>पत्ता: घर/फ्लॅट नं: लेक होम्स, ऑफ आद</p>	<p>लिहून देणार</p> <p>वय 29</p> <p>सही</p>		





## दस्त गोषवारा भाग - 2

वदर3

दस्त क्रमांक (3848/2009)

दस्त क्र. [वदर3-3848-2009] चा गोषवारा  
बाजार मुल्य :9270840 मोबदला 12525340 भरलेले मुद्रांक शुल्क : 608900

दस्त हजर केल्याचा दिनांक :05/05/2009 11:17 AM

निष्पादनाचा दिनांक : 23/04/2009

दस्त हजर करणा-याची सही :

पावती क्र.:3998 दिनांक:05/05/2009  
पावतीचे वर्णन  
नांव: जयंत परीमल

30000 :नोंदणी फी  
1020 :नक्कल (अ. 11(1)), पुराणिकनाची  
नक्कल (अ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

31020: एकूण

दु. निबंधकाची सही, कुर्ला 1 (कुर्ला)

दस्ताचा प्रकार :25) करारनामा

शिकका क्र. 1 ची वेळ : (सादरीकरण) 05/05/2009 11:17 AM

शिकका क्र. 2 ची वेळ : (फी) 05/05/2009 11:22 AM

शिकका क्र. 3 ची वेळ : (कबुली) 05/05/2009 11:22 AM

शिकका क्र. 4 ची वेळ : (ओळख) 05/05/2009 11:22 AM

दस्त नोंद केल्याचा दिनांक : 05/05/2009 11:23 AM

ओळख :

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

1) आर बी चिवीलकर - - ,घर/फ्लॅट नं: 1 बी तळमजला, पुनम , दौलत नगर रोड नं 3,  
बोरीवली पु मुं 66

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -



2) मुकेश राठोड - - ,घर/फ्लॅट नं: घेणाच्याप्रमाण

गल्ली/रस्ता: -

ईमारतीचे नाव: -

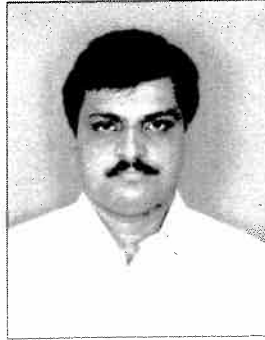
ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -



दु. निबंधकाची सही  
कुर्ला 1 (कुर्ला)

प्रमाणित करण्यात येते कि या दस्तामध्ये  
एकूण. (3848/2009 / 49 ) पाने आहेत.

वदर-3/ 3848 / 2009

पुराणिकनाची नोंद

दिनांक

सह. दुय्यम निबंधक कुर्ला- 9  
मुंबई उपनगर जिल्हा.

