Tuesday, March 27, 2012 12:15:48 PM

पावती

Original नोंदणी ३९ म. Regn. 39 M

पावती क्र.: 2407

ओशिवरा गावाचे नाव

दिनांक 27/03/2012

दस्तऐवजाचा अनुक्रमांक

वदर4 - 02393 -

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव:विग्बर्ट स्टॅनली रॉड्रिक्स - AAOPR9116L - -

नोंदणी फी

30000.00

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

2220.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (111)

एकूण

32220.00

आपणास हा दस्त अंदाजे 12:30PM ह्या वेळेस मिळेल

दुय्यम निवधक अंघेरी 2 (अंघेरी)

बाजार मुल्यः 10911000 रु. मोबदलाः 5937500रु. नहः न्यम निवंधक, अंधेरी-२,

भरलेले मुद्रांक शुल्क: 528500 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बॅकेचे नाव व पत्ताः भारतीय स्टेट बँक, भाईंदर, ठाणे;

डीडी/धनाकर्ष क्रमांक: 739118; रक्कम: 30000 रू.; दिनांक: 29/02/2012



# मूल्यांकन प

26/03/2012 मुल्यांकत 2012 दिनांक मुंबई(उपनगर) जिल्हा - 50-ओशिवरे ( अंधेरी ) प्रमुख मुल्य विभाग 50/240-भुभागः उत्तरेस 36.60 मी. रुंद वि.यो. रस्ता, पुर्वेस वीर्यं क्ली उपमृत्य विभाग देसाई मार्गे, दक्षिणेस गावाची सोमा व पश्चिमेस लिंक रोड. सि.टी.एस. नवर -- 9 मिळकतीचा क्रमांक मुंबई(उपनगर) नागरी क्षेत्राचे नाव मिळकतीचे वर्ग बांधीव बाजार मूल्य दर तक्त्यानुसार पित नौ सीटर सल्लटर दुकाने औद्योगीक कार्यालय निवासी सदनिका ुली <mark>जमी</mark>न 133,100 141,800 204,800 133,100 30,000 1-आर सी सी चौरस मीटर 78.07 वांधकामाचे वर्गीकरण मिळकतीचे क्षेत्र आहे निवासी सदनिका उद्दयस्ति सिक्सिधाः मिळकतीचा वापर (Rule 5) 0 TO 2 सिळकतीचे वय (Rule 5 or 8 घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर घसा-यानुसार मिळकतीचा प्रति चौ। भीटर मुल्यदर 133,100.00 \* 100.00 /100 133,100.00 (Rule 19 or 20) घसा-यानुसार मिल्यूदर्गीचा प्रति चौ. मीटर मुल्यदर मुख्य मिळकतीचे मुल्य • मजला निहाय घट/वाढ 73.07 \* 105.00 133,100.00 10,910,672.85 मुख्य मिळकतीचे मुल्य 📍 तळघराचे मूल्य 🤚 पोटमाळ्याचे मूल्य 🕇 खुल्या जिमनीवरील वाह्य प्रळाचे मूल्य 🕇 एकत्रित अंतिम मूल्य लगतच्या गच्चीचे मूल्य † वरील गच्चीचे मूल्य इकारती भोवतीच्या खुल्या जागेचे मूल्य वंदिस्त वाहन तळाचे मुल्य + A + B + C + D + E + F + G + H 0.00 0.00 10,910,672.85 + 0.00 0.00 0.00 0.00 m√= 10,910,673.00



# INDIA NON JUDICIAL Government of Maharashtra

# e-Stamp

issued by ndia Ltd. Stock Held Location Signature

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

**Description of Document** 

**Property Description** 

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-MH07239383493236K

06-Mar-2012 04:33 PM

SHCIL (FI)/ mhshcil01/ VILE PARLE/ MH-MSU

: SUBIN-MHMHSHCIL0107798045046710K

: WIGBERT STANLEY RODRICKS AND SUSHMA W RODRICKS

: Article 25(b)to(d) Conveyance

: FLAT NO.504,5TH FLOOR,MILLENNIUM COURT,OSHIWARA,ANDHERI-W,MUMBAI

(Fifty Nine Lakh Thirty Seven Thousand Five Hundred only)

: MICRO ANKUR DEVELOPERS

WIGBERT STANLEY RODRICKS AND SUSHMA W RODRICKS

WIGBERT STANLEY RODRICKS AND SUSHMA W RODRICKS

5,28,500

(Five Lakh Twenty Eight Thousand Five Hundred only)



Please write or type below this line--



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### Statuatory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).

2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"

#### SHCIL-MAHARASHTRA

SHCIL, 301, CENTER POINT, DR. B. AMBEDKAR ROAD, PAREL, MUMBAI, MUMBAI, Maharashtra, INDIA, PIN CODE - 400012

Tel: 022-61778151 E-mail: Mode of Receipt

Account Id

mhshdl01

Account Name SHCIL-MAHARASHTRA

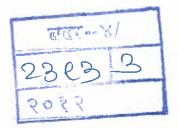
Receipt Id RECIN-MHMHSHCIL0106916837130827K

Receipt Date 06-MAR-2012

Received From WIGBERT STANLEY RODRICKS AND SUSHM	IA W RODRICKS Pay To
Instrument Type PAYORDER	Instrument Date 29-FEB-2012
Instrument Number 739122	Instrument Amount 528500 ( Five Lakh Twenty Eight Thousand Five Hundred only )
Drawn Bank Details	
Bank Name SBI	Branch Name BHAYANDER
Out of Pocket Expenses 0.0 ( )	

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Stamp Duty Purchased By	WIGH	BERT STANK	EY RODK	PICKS	7	Slamp Duty Paid by	1 1st Party 12 2nd Party
Stamp Duty Am		₹ 5,28,5007		Type of	Payment	☐ Cash ☐ Cheq ☐ RTGS ☐ Accor	ue DD S Pay-Order D NEF i unt to Account Transfer
Chequel DDI POI UTRI REFIAccount No. 739122				Date: 6 / 3 /20 12			
Bank Name		SBI				Branch Name	BYAYDNOER
Counter Signatu	ure with S	Seal	=-				JAN
							61312
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## **AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE is made and entered into at Mumbai this <u>26</u><sup>4</sup> day of <u>максн</u>, 2012; who

## **BETWEEN**

M/s. MICRO ANKUR DEVELOPERS, a Partnership Firm registered under the provisions of Indian Partnership Act, 1932 having its administrative office at "Shanti-Vimal", Ground Floor, Pherozshah Mehta Road, Vile Parle (East), Mumbai 400 057, hereinafter called the "SELLERS" (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 of the said firm, the survivor or survivors and the heirs, executors, administrators and assigns of the last survivor) of the ONE PART;

Nut st

MR. WIGBERT STANLEY RODRICKS & MRS. SUSHMA WIGBERT RODRICKS, both adults, Indian Inhabitants, both having their address at 702, Hamirmal Tower C.H.S. Ltd., Station Road, Bhayandar (West), Dist. Thane - 401 101, hereinafter referred to as "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the OTHER PART;

#### WHEREAS:

- (i) The Maharashtra Housing and Area Development Authority ("MHADA") is the owner of;
  - (a) a Plot of land bearing CTS No.10 admeasuring 1619 square meter situated at Village Oshiwara, Taluka Andheri, Mumbai Suburban District and more particularly described in the First Schedule hereunder written (hereinafter referred to as the "First Property"); and;
  - (b) another Plot of land bearing Survey No.33 (part), Hissa No.8 (part), CTS No. 9 (part), admeasuring 1,802.2 square meters situated at Village Oshiwara, Taluka Andheri, Mumbal Suburban District and more particularly described in the Second Schedule hereunder written (hereinafter referred to as the "Second Property");
- (ii) The first property and the second property are adjacent to each other. Government of Maharashtra/MHADA had allotted the first property to Pradhyapuri Co-operative Housing Society (Proposed);
- (iii) Government of Maharashtra/MHADA by an Order dated 21st September, 2004 cancelled the allotment of the first property in favour of the said Pradhyapuri Co-operative Housing Society (Proposed) and agreed to grant Development Rights in respect thereof to Mr. Shahid I. A. Khan ("Shahid Khan");

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- (iv) By another order dated 10th June, 2005 bearing No.1104 P.R.135/ GNB Government of Maharashtra / MHADA granted development rights to Shahid Khan in respect of plots of land bearing CTS Nos.13 and 15 admeasuring 857.8 square meters and 638.40 square meters respectively of Village Oshiwara, Taluka Andheri, Mumbai Suburban District on the terms and conditions therein contained and is more particularly described in the Third Schedule hereunder written and shall hereafter be referred to as the "Third Property";
- (v) In these circumstances Shahid Khan inter-alia became entitled to the development rights in respect of the first property, the second property and the third property;
- (vi) There were / are structures on a portion of the first property, the second property and the third property and same were / are occupied by the occupant;
- (vii) By a Joint Development Agreement dated 26th February, 2007 executed by and between Shahid Khan of the one part and the Sellers herein of the other part and registered with the Sub-Registrar of Assurances at Andheri under serial No. 1865/2007 dated 26th February, 2007, a portion out of the first property, the second property and the third property has been agreed to be to be developed by the Sellers on the terms and conditions more particularly therein. The portion out of the first property, the second property and the third property ("the said Portion") is amalgamated and sub divided and was given new C.T.S. No. 9B/1. The said portion bearing C.T.S. No. 9B/1 admeasures 3,603.70 square meters and is more particularly described in the Fourth Schedule hereunder written and is hereafter be referred to as the "said Property";
- (viii) In the circumstance, the Sellers became entitled to demolish the existing structures on the said property and develop the said property and construct new building(s) thereon. Copies of the property

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registered card in respect of the said property is annexed hereto and marked as **Annexure** "1";

- (ix) The Municipal Corporation of Greater Mumbai ("MCGM") has sanctioned the plans for construction of a building(s) on the said property and issued Intimation of Disapproval dated 1st October, 2008 bearing No.CE/9374/WS/AK and revised Intimation of Disapproval dated 9th March,2010 bearing No.CE/9374/WS/AK ("IOD") and Commencement Certificate ("CC") dated 4th June, 2009, The Copies of the IOD and CC are annexed hereto and marked as Annexure "2" and "3" respectively;
- (x) In these circumstances, the Sellers is developing the said property and constructing the building(s) thereon, comprising of residential part on north side consisting of Stilt + First Floor + Second Floor + Third Floor as Podium (to be utilized for parking and to be allotted to the Purchaser/s for the purpose of parking) + Twenty Upper Floor and commercial part on the south side comprising of Basement + Ground Floor + Three Upper Floors approved by the Competent Authority and is selling on ownership basis, flats, car parking spaces, office premises and other premises therein. The name the said building is "Millennium Court" (hereinafter referred to as the "said Building");
- (xi) At the instructions of the Sellers, IC Legal, Advocates a Solicitors, have investigated the rights and authority of the Sellers to construct the buildings on the said property and sell the premises in therein, and issued their Title Certificate dated 27th March, 2009. The copy of the said Title Certificate is also annexed hereto and marked as Annexure "4";
- (xii) The Purchaser/s being desirous of acquiring a Flat No. 504 admeasuring 700 square feet (carpet area) on 5th Floor with amenities, hereinafter referred to as the "said Premises" in the said Building

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"Millennium Court" being constructed on the said property had approached the Sellers and requested to allot to them the said Premises and accordingly an Allotment Letter dated 17th August, 2009 was issued in favour of the Purchaser/s by the Seller. Pursuant to the said Allotment Letter dated 17th August, 2009, the Purchaser/s have expressed their confirmation of the allotment in respect of the said Premises and to acquire from the Seller the said Premises, for the consideration and on the terms and conditions as more particularly mentioned in the said Allotment Letter dated 17th August, 2009, an original whereof is annexed hereto and marked as Annexure "5" and also on the terms and conditions as hereinafter appearing and have agreed to execute these presents on the basis of the Allotment Letter dated 17.8.2009. The typical floor plan indicating the said Premises is annexed hereto and marked as Annexure "6";

- (xiii) The Purchaser/s herein have/ had thereafter approached the Bassein Catholic Co-op. Bank Ltd., Bhayander (W) Branch for availing finance for the purpose of purchase of the said premises and the said Bassein Catholic Co-op Bank has sanctioned loan in favour of the Purchaser/s for purchase of the said premises, a copy whereof of the said sanction letter dated 21st October, 2011 issued by the said Catholic Co-op Bank, in the name of Mr. Wigbert Stanley Rodricks is attached hereta being "Annexure 7":
- (xiv) The said Allotment letter dated 17th August, 2009 was in the name of Mrs. Serina Brine Rodricks and subsequently on the specific request of the said Mrs. Serina Brine Rodricks, the Sellers have agreed to allot the said Premises and execute the present Agreement jointly in the names of the present Purchaser/s viz. Mr. Wigbert Stanley Rodricks & Mrs. Sushma Wigbert Rodricks; The said Mrs. Serina Brine Rodricks has issued a No Objection Letter dated 27th February, 2012 in respect thereof, the original whereof is annexed hereto and marked as Annexure "8";

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- (xv) The said Bassein Catholic Co-op. Bank Ltd. have also thereafter issued a letter dated 9th March, 2012 in favour of the Sellers whereby they have granted No Objection for registration of the said premises i.e. Flat No.504 in the name of the present Purchaser/s, a copy whereof of the said letter dated 9.3.2012 is attached herewith as Annexure "9";
- (xvi) The present layout, design, elevation, plans etc., may be required to be amended from time to time by the Sellers, and the Purchaser/s has entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out by the Sellers on the said property may take a very long time, therefore the Sellers may require to amend, from time to time, the plans, lay out, design, elevation etc. and the Purchaser/s has no objection to the Sellers making such amendments;
- (xvii) The Purchaser/s has demanded inspection from the Sellers and the Sellers has given inspection to the Purchaser/s of all documents of title relating to the said property including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Sellers 's Architects, the Certificate of title, revenue records and all other documents as specified under the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (bereinafter referred to as "the M.O.F. Act") and the rules made thereinster, and also handed over the same the copies thereof;
- (xviii) Under Section 4 of the said M.O.F Act, the Sellers is recovered to execute a written Agreement for Sale in respect of the said Flat agreement to be sold to the Purchaser/s and the Parties are therefore, executing these presents which shall be required to be registered under the Indian Registration Act, 1908.
- (xix) The list of Annexures attached to this Agreement are stated hereinbelow:

Annexure "1"- Copy of the Property Register Cards

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Annexure "2"- Copy of the IOD

Annexure "3" - Copy of the CC

Annexure "4" - Title Certificate

Annexure "5" Original Allotment letter dated 17.8.2009

Annexure "6"- Typical Floor Plan

Annexure "7" Copy of the Sanction Letter of the Bank

Annexure "8" Letter dated 27.2.2012 by Mrs. Serina Brine Rodricks

Annexure "9" - Copy of NOC letter dated 9.3.2012 issued by Bank

Annexure "10" List of Rules and Regulations

Annexure "11"- List of Amenities

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

1. The Sellers shall construct the said Building known as "Millennium Court" comprising of residential part on north side consisting of Stilt + First Floor + Second Floor and Third Floor as Podium (to be utilized for parking and to be allotted to the Purchaser/s for the purpose of parking) + Twenty Upper Floor and commercial part on the south side comprising of Basement + Ground Floor + Three Upper Floor as approved by the Competent Authority on the said property more in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and approved by the Purchaser/s with such variations and modifications as the Sellers may make from time to time.

2. The Sellers hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authorities and/or Government bodies at the time of sanction of the said plans or thereafter.

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- Subject to the terms and conditions herein inter-alia including those 3. mentioned in the said Allotment Letter dated 17.8.2009, the Sellers hereby agree to allot to the Purchaser/s and the Purchaser/s agree to accept the allotment from the Sellers, being Flat No.504, on the Fifth Floor admeasuring 700 square feet (Carpet Area) in the said Building "Millennium Court" with/ without any amenities "the said Flat", (which Flat is shown on the typical floor plan hereto annexed marked as Annexure 6) to be constructed on said property, at or for the aggregate price of Rs.59,37,500/- (Rupees Fifty Nine Lac Thirty Seven Thousand Five Hundred Only) to be paid by the Purchaser/s to the Sellers, which (in addition to other amounts payable by Purchaser including the amount mentioned in Clauses 29 to 31 hereafter to Sellers under this agreement), shall be payable as mentioned hereinafter.
- As per the mutual understanding arrived at between the Purchaser/s 4. and the Sellers, the Purchaser/s shall pay to the Sellers a sum of Rs.59,37,500/- (Rupees Fifty Nine Lac Thirty Seven Thousand Five Hundred Only) as the purchase price in respect of the said Flat. The purchase price is inclusive of the proportionate price of common area and facilities of the said Building. The said purchast price shall be paid by the Purchaser/s to the Sellers as under:
  - Rs.2,50,000/-(a)

(Rupees Two Lac been Only) has execution of this Agreement (the payment and receipt whereof the Sellers doth hereby admits and acknowledge);

Rs.10,52,450/-(b)

Ten Lac **Fifty** Two (Rupees Fifty Thousand Four Hundred Only) shall be payable within ritten

(seven) days from

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intimation of completion of Plinth Level;

(c) Rs.1,93,127/-

(Rupees One Lac Ninety Three Thousand One Hundred Twenty Seven Only), shall be payable on written intimation of completion of first Podium Slab;

(d) Rs.1,93,127/-

(Rupees One Lac Ninety Three Thousand One Hundred Twenty Seven Only) shall be payable within 7 (seven) days from written intimation of completion of second Podium Slab;

(e) Rs.1,93,127/-

(Rupees One Lac Ninety Three
Thousand One Hundred Twenty
Seven Only) shall be payable within
7 (seven) days from writter
intimation of compation of Elira
Podium Slab;

(f) Rs.1,93,127/-

(Rupees One Lac Novety Three Thousand One Hundred Twenty Seven Only) shall be payable within 7 (seven) days from written intimation of completion of Fourth Slab;

(g) Rs.1,93,127/-

(Rupees One Lac Ninety Three)
Thousand One Hundred Twenty
Seven Only) shall be payable within
7 (seven) days from written

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intimation of completion of Fifth Slab;

(h) Rs.1,93,127/-

(Rupees One Lac Ninety Three Thousand One Hundred Twenty Seven Only) shall be payable within 7 (seven) days from written intimation of completion of Sixth Slab;

(i) Rs.1,93,127/-

(Rupees One Lac Ninety Three Thousand One Hundred Twenty Seven Only) shall be payable within 7 (seven) days from written intimation of completion of Seventh Slab;

(j) Rs.1,93,127/-

(Rupees One Lac Ninety Three
Thousand One Hundred Twenty
Seven Only) shall be payable within
7 (seven) days from Arthur intimation of completion of Eight

Slab;

(k) Rs.1,93,127/-

(Rupees One Lac Ninet) Three
Thousand One Hundred Twent
Seven Only) shall be payable within
7 (seven) days from written
intimation of completion of Ninth
Slab;

(l) Rs.1,93,127/-

(Rupees One Lac Ninety Three Thousand One Hundred Twenty Seven Only) shall be payable within 7 (seven) days from written

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intimation of completion of Tenth Slab;

(m) Rs.1,93,127/-

(Rupees One Lac Ninety Three Thousand One Hundred Twenty Seven Only) shall be payable within 7 (seven) days from completion of Eleventh Slab;

(n) Rs.1,93,127/-

(Rupees One Lac Ninety Three Thousand One Hundred Twenty Seven Only) shall be payable within 7 (seven) days from written intimation of completion of Twelfth Slab;

(o) Rs.1,93,127/-

(Rupees One Lac Ninety Three Thousand One Hundred Twenty Seven Only) shall be payable within 7 (seven) days from writer intimation of completion of Thirteenth Slab;

(p) Rs.1,93,127/-

(Rupees One Lac Natety Three
Thousand One Hundred Pwenty
Seven Only) shall be payable within
7 (seven) days from written
intimation of completion of
Fourteenth Slab;

(q) Rs.1,93,127/-

(Rupees One Lac Ninety Three Thousand One Hundred Twenty Seven Only) shall be payable within 7 (seven) days from written

N At NO

intimation of completion of Fifteenth Slab;

(r) Rs.1,93,127/-

(Rupees One Lac Ninety Three
Thousand One Hundred Twenty
Seven
Only) shall be payable within 7
(seven) days from written

Only) shall be payable within 7 (seven) days from written intimation of completion of Sixteenth Slab;

(s) Rs.1,93,127/-

(Rupees One Lac Ninety Three Thousand One Hundred Twenty Seven Only) shall be payable within 7 (seven) days from written intimation of written intimation of completion of Seventeenth Slab;

(t) Rs.1,93,127/-

(Rupees One Lac Ninety Three
Thousand One Hundred Twenty
Seven Only) shall be payable within
7 (seven) days from written
intimation of completion of
Eighteenth Slab;

(u) Rs.1,93,127/-

(Rupees One Lac Ninet)
Thousand One Hundred Twenty
Seven Only) shall be payable within
7 (seven) days from written

intimation of completion

Nineteenth Slab;

(v) Rs.1,93,127/-

(Rupees One Lac Ninety Three Thousand One Hundred Twenty
Seven Only) shall be payable within

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7 (seven) days from written intimation of completion of Twentieth Slab;

(w) Rs.1,93,127/-

(Rupees One Lac Ninety Three Thousand One Hundred Twenty Seven Only) shall be payable within 7 (seven) days from written intimation of completion of Twenty First Slab;

(x) Rs.1,93,127/-

(Rupees One Lac Ninety Three Thousand One Hundred Twenty Seven Only) shall be payable within 7 (seven) days from written intimation of completion of Twenty Second Slab;

(y) Rs.1,93,127/-

(Rupees One Lac Ninety Three
Thousand One Hundred Twenty
Seven Only) shall be payable within the seven of the

(z) Rs.1,93,129/-

(Rupees One Lac Ninety bree, Thousand One Hundred Twenty-Nine Only), shall be payable on written intimation of handing over possession of the said Flat to the

Purchaser.

All taxes (whether applicable/payable now or become applicable/payable in future) including Service Tax, VAT, etc. shall be borne and paid by the Purchaser/s alone and the Sellers shall never

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be liable, responsible and/or required to bear, and/or pay the same or any part thereof.

- 5. The Purchaser/s shall make all payments of the consideration amount due and payable to the Sellers through an account payee cheque/demand draft / pay order / any other instrument drawn in favour of "Micro Ankur Developers". In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the purchase of the said Flat, the Purchaser/s undertake to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to the Sellers through an account Payee Cheque/Demand Draft/Pay Order drawn in favour of "Micro Ankur Developers".
- 6. It is also made clear by the Sellers that if the Sellers have made any tieup with any financial institution for the purpose of housing loan and
  the Purchaser/s avails the loan from the said financial institution, the
  Purchaser/s shall irrevocably consents to take the disbursement of
  his/her/their loan according to the terms set out as per the said tieup.
- 7. The Parties hereto confirm that this document constitute the full agreement between the Parties and supersedes all presents agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.
- 8. It is agreed that the information, specifications, amenities, layout, pictures etc. shown/contained in brochure shown to Purchaser/s, if any, are indicative only. The Sellers shall not be liable, responsible, obligated and/or required to provide any and/or all such amenities, specification etc. as contained in brochure. No right of any nature whatsoever shall be construed and/or deemed to have accrued in favour of any person and/or Purchaser/s from or by virtue of

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brochure etc. The Sellers shall not be liable and/or responsible for any loss, damages, cost, charges, expenses suffered / incurred and/or likely to be suffered and/or incurred by any person and/or Purchaser/s. No person or Purchaser/s shall have any right or be entitled to claim or enforce any right based on brochure etc.

- 9. It is further agreed that the Sellers shall have irrevocable and unconditional right to change, delete, substitute, alter, subtract, add, amend etc. the said plans, drawings, information, specification, amenities, lay-out etc. in such manner as the Sellers s may deem fit.
- The Purchaser/s agrees and confirms that the payment of instalments 10. shall be made on the due dates, without any delay or default, in terms of this Agreement. The Purchaser/s agrees that the time for payment is the essence of the contract. An intimation forwarded by the Sellers to the Purchaser/s that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced and/or completed. It is agreed that if the Purchaser/s commits any delay or default in blaking payment of any of the amounts and/or instalments of amount payable under this Agreement, the Sellers shall without preddice t any other rights or remedies that they may have again Purchaser/s, including right to forfeit the consideration amounts and/or terminate and/or put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Purchaser/s and the Purchaser/s shall pay to the Sellers interest on all outstanding payment at the rate of 21% per annum compounded on monthly rests. from the due date till the date of actual payment.
- 11. Time for the payment of all the amounts including the consideration amount and performance of all the obligations by the Purchaser/s is the essence of the contract. If the Purchaser/s fails, neglects and/or is otherwise unable to pay to the Sellers any of the amount including the consideration amounts thereby committing default as mentioned

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in this Agreement and/or commits breach of any of the terms and conditions of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.D., Commencement Certificate, N.O.C. and any other sanctions, permissions, Undertakings and Affidavits etc., then and in that event, the Sellers shall without prejudice to all other rights that the Sellers may have against the Purchaser/s either under this Agreement, or in law or otherwise, be entitled to:

- (i) terminate this Agreement after giving seven days notice in writing demanding the amount not paid, inter-alia including the breaches committed and in the event the money remains unpaid within Seven days from the receipt of such notice the breaches so intimated not being rectified, regularised etc, then the Sellers shall be at liberty immediately terminate this agreement, without giving any further notice to the Purchaser/s and shall be further entired to forfeit the earnest money paid by the Purchaser/s to Fellers and the balance monies paid hereunder by the Purchas shall be refunded after deducting the expenses incurred by Sellers till date of termination without any interest within 60 days from the termination of this Agreement, and/or
- (ii) forfeit amounts out of the monies received from the Purchaser/s as the Developers deem fit.

The Sellers shall refund without interest the balance if any due to the Purchaser/s only after the said Flat is sold and all amounts including consideration amount has been received from the new Purchaser/s in respect of the said Flat. However, any profit and all other advantages and benefits arising from the sale of the said Flat to a new Purchaser/s shall be to the sole and exclusive credit of the Sellers and the Sellers shall be entitled to the said profits and all other advantages and benefits.

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- 12. On Purchaser/s committing breach of any of the terms and conditions of this Agreement including failing and/or neglecting etc. to pay to the Sellers any of the amount including the consideration amount as mentioned in this Agreement thereby committing default as aforesaid and/or on termination of this Agreement for any reason whatsoever, the Purchaser/s shall cease to have any right, title, interest, claim or demand or dispute of any nature whatsoever either against the Sellers or against the said Flat and the Sellers shall be entitled to deal with and dispose of the said Flat to any other person/s as they deem fit without any further act or consent of the Purchaser/s.
- It is expressly agreed that the right of the Purchaser/s under this 13. Agreement or otherwise is restricted only to the said Flat subject to the payment of all the amounts by the Purchaser/s to the Sellers and subject to compliance of all other terms and conditions hereof by the Purchaser/s. All other unsold flats, premises, car parks and portion or portions of the said Buildings, including open spaces, terraces on the said property etc., shall be the sole and absolute property of the Sellers even after the said property is conveyed to Co-operative society or Company under the Maharashtra Co-operative Societies Act, 1960 or a condominium of holders of premises under promises of the Maharashtra Apartment Act, 1970 (Apartment Act Secother incorporated body or association, (such co-operative accieties of condominium of holders of premises or other incorporated body or association shall hereinafter be referred to Organisation"). The Purchaser/s hereby confirms and consents to the irrevocable, absolute and unfettered right of the Sellers to develop, sub-develop and/or assign its rights, give on lease, sub-lease, and/or deal with and dispose off the said property and/or said Building and/or all other unsold flats and car parks and portion or portions of the said property including open spaces, terraces, etc., in the manner deemed fit by the Sellers without any further or other consent or concurrence.

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It is further agreed that Sellers shall execute only lease, in respect of the said Building in favour of the said organisation on such terms and conditions as may be permitted by the MHADA. Save and except execution of only lease in respect of the said Building, the Sellers shall not be liable, required, responsible and/or obligated to execute only lease in respect of any other part or portion of the said property including car parks, open spaces, terraces, etc. Such lease in respect of the said Building in favour of the said organisation shall be executed by the Sellers only after the Sellers has utilized, consumed, loaded etc. entire Floor Space Index ("FSI"), potential, yield of the said property and/or Transferable Development Rights ("TDR") and only after the Sellers has completed the construction of the building being the said Building and/or other building/construction on the said property, and only after the Sellers has sold all the premises in the said Building including garages, stilt, parking, open spaces and other tenements and only after the Sellers has received all the amounts consideration from the Purchaser/s thereof, Sellers will take form any such said organisation and/or to execute lease in sepect of said Building known as "Millennium Court", and till in the Sellers shall not be bound, liable, required and/or called and/or called form any such said organisation, and shall not be required to execute lease or any other document in respect of said Building known as "Millennium Court" and the Purchaser/s agrees and irrevocably consents not to have any demand or dispute or objection in that लनग - 11 behalf.

15. The Sellers shall sell/allot all premises, flats, garages, car parking, open spaces, terraces and all other premises intended to be constructed on the said property with a view ultimately that the Purchaser/ allottees of all the flats, garages, car parking, open spaces, in said Building shall be admitted to the said organisations. It is agreed and clarified that the Sellers shall have all the rights and be entitled sell, allot, transfer, give on lease, give on leave and license

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basis and/or otherwise deal with and dispose of the flats, garages, car parking, open spaces, terraces and all other premises etc. separately and independently and the Purchaser/allottees of all the Flats, Garages, Car Parking, Open Spaces, in said Building shall be admitted to the said organisations.

- 16. The Purchaser/s and the person to whom the said Flat is permitted to be transferred shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Sellers or the said organisations may require for safeguarding the interest of the Sellers and/or the Purchaser/s and other Purchaser/s in the said property.
- 17. The Sellers shall have an irrevocable right and the Purchaser/s hereby expressly consents and confirms that the Sellers will always be entitled to utilize all FSI and/or TDR and/or any other rights, benefits including floating rights which may be available on the said property or any other property or properties, as the case may be, and until the entire FSI and/or TDR and/or all other rights, benefits including floating rights which may be available on the said procession and any other adjoining or other properties, is duly with zero consumed or loaded by the Sellers and until the construction of a the buildings on the said property is completed and until the flat and other premises including garages, stilt, parking, open spaces and other tenements in the building are sold and until all the and the received by the Sellers from the Purchaser/s in respect of the sa Flat, flats and other premises including garages, stilt, parking, open spaces and other tenements in the building sold to them, the Sellers shall not till then be bound and shall not be called upon or required to form any such said organisation, and shall not be required to execute lease or any other document in respect of said Building known as a contract of "Millennium Court" and the land underneath and the Purchaser/s

agrees and irrevocably consents not to have any demand or dispute or

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objection in that behalf. It is agreed, declared and confirmed by and between the Parties hereto that the Sellers shall only execute lease in respect of the said Building and the land underneath in favour of the said organisation.

18. It is agreed that notwithstanding anything contrary to contained herein, the Sellers shall be entitled at any time to amend the existing layout and/or to construct additional building/ structures on the said property and/or additional floors on said Building being constructed on the said property, even after completion of said Building and/or even after execution of lease in respect of the said Building in favour of the said organisation. All such additions, alterations, additional floors and/or additional wings, building and/or structures shall be the sole property of the Sellers who shall be entitled to sell and/or otherwise deal with the same in the manner the Sellers deems fit. Such additional construction may either be on account of additional FSI that may be available from the said property or elsewhere and/or on account of TDR and/or any other rights, benefits including floating rights which may be available in respect of the said property or other properties and/or any potential that may be available on account the the amendment in the Development Control Rules or FSI of therwise or on account of floating rights and all other benefits and rights. Sellers shall be entitled to utilize and consume such T. I. SI or as other potential, other rights, benefits including floating this etc. the extent possible in law. The Purchaser/s shall not be claim any rebate in price or any other advantage from the Sellers on the ground of the Sellers making additional construction or any other ground whatsoever. The Purchaser/s hereby confirms and consents to the irrevocable and unfettered right of the Sellers to construct and sell the said Building on the said property and/or additional floors on the said Building being constructed on the said property in the manner deemed fit by the Sellers without any further or other consent or concurrence in future and these consents and confirmation shall be

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treated as irrevocable No Objection ("NOC") consent, permission given by the Purchaser/s, under section 7 and 7 (a) of M.O.F. Act.

- The Purchaser/s hereby expressly consent to the Sellers re-designing the building or increasing number of floors, adding more building or buildings and passages and such other area or areas which the Sellers may desire to realign and re-design and if the said Building in which the Purchaser/s have agreed to acquire the said Flat is completed earlier than other building/s structures, then the Purchaser/s confirm that the Sellers will be entitled to utilise any FSI presently available and / or that may be available in the future on account of change in regulations / law / act etc which results in increase in FSI on the said Property or any part thereof or adjoining property or properties as the case may be and the present and / or future FSI available on the said Property is fully utilised by the Sellers and the amount or amounts receivable by the Sellers is/are duly received by the Sellers and all the obligations required to be carried out by the Purchaser/s herein and the Purchasers of premises from the Sellers are fulfilled by them the Sellers shall not be bound and shall not be called upon a shall not be required to form any organisation as the case may be the Purchaser/s agree and irrevocably consent not to have any
- 20. The Sellers shall be, if the Sellers so decides, entitled to construct to over or around or above the terrace of the said Building or additional area or facility permitted within the rules of the Municipal Corporation of Greater Mumbai.

dispute or objection in that behalf.

21. The Purchaser/s has made inquiries and is satisfied that the Sellers has right and authority to develop the said property and construct building thereon sell the flats and other premises therein. The Purchaser/s hereby undertakes not to raise any objection and/or requisitions to the title, right, authority etc. of Shahid Khan to the said.

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property and/or right of the Sellers to construct the said Building thereon and sell flats and other premises therein.

- 22. The common areas and facilities are described in the Fifth Schedule hereunder written. It is agreed that : (a) the Sellers shall always be the owner and will have all the rights, title, interest (even after execution of lease) in respect of the said common areas and facilities, and will be entitled to deal with and dispose of the same in such manner as the Sellers may deem fit; (b) the Purchaser/s will not any right, title, interest etc. in respect of the said common areas and facilities; (c) the Purchaser/s shall only be permitted to use the said common areas and facilities on such terms and conditions as may be deemed fit by them.
- 23. It is agreed that the said Flat shall be of normal brick with cement plaster only and shall contain specifications, fixtures, fittings and/or amenities as set out in the Six Schedule hereunder written. The Purchaser/s hereby agrees, declares and confirms that save and except the specification, fixtures, fittings and/or amenities as expected on in the Six Schedule hereunder written, the Sellers shall not liable required and/or obligated to provide any other secification fixtures, fittings and/or amenities in the said Flat o Building.
- 24. It is made clear by the Sellers that the quality, colour, shape, make and design of the materials used for providing amenities in the flats / premises / shop may be differ from building to building in the project and it is not binding on the Sellers to use the same quality, colour, shape, make and design materials in the entire project.
- 25. The Developers agree to give possession of the said Flat, duly • completed in all respects with the specification and amenities set out in Annexure "10" hereto to the Purchaser/s on or before provided all amounts due and payable by the Purchaser/s under this 22

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agreement are paid to the Developers. The Developers shall not incur any other liability if they are unable to deliver possession of the said Flat by the aforesaid date if the construction work is delayed by reason of unavailability of buildings materials, electric connections, water supply, or due to strike, civil commotion or any act of God such as earthquake, flood or any other natural calamities and act of enemy or any other cause beyond the control of the Developers and in such event the Developers shall be entitled to reasonable extension of time for delivery of possession of the said Flat. If the Developers shall fail to give possession of the said Flat to the Purchaser/s on the aforesaid date or the extended time which may be agreed to in writing, then, it shall be at the option of the Purchaser/s to terminate this Agreement in which event the Developers shall within two weeks of receiving notice to that effect from the Purchaser/s, refund to the Purchaser/s all the monies paid by the Purchaser/s to the Developers herein together with simple interest at the rate of 9% per annumate date of receipt of the respective amounts by the Developer repayment.

- 26. The Purchaser/s shall make payment of the instalments mentioned hereinabove along with all the other amounts as mentioned in the control of the said Flat within 7 days of the Sellers giving written notice to the Purchaser/s intimating that the said Flat is ready for occupation.
- 27. The Purchaser/s shall use the said Flat only for residential purpose
- 28. The Sellers shall at its sole discretion form and register the said organisation. It is agreed that the Purchaser/s alongwith other Purchasers of the premises in the said Building known as "Millennium Court" shall join in the said organisation so formed. For this purpose the Purchaser/s agrees from time to time to sign and execute documents necessary under the Apartment Act or Maharashtra Co-operative Societies Act or any other relevant Act and

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for vesting of the said Flat in the Purchaser/s. Such application shall be duly filled in, signed and returned to the Sellers within 15 days of the same being forwarded by the Sellers to the Purchaser/s, so as to enable the Sellers to register the organisation of the Purchaser/s. However, lease will be executed only after the Sellers has completed the construction of the building entirely and the Sellers is or will be entitled to construct by utilizing the additional FSI and/or TDR and/or all other rights, title, interest, benefits etc. and after receiving the Occupation Certificate in respect of all such buildings and only after the Sellers has sold all the flats / premises / Shops/ Offices/ Parking spaces / tenements therein and after all the Purchaser/s have paid to the Sellers all the amounts due under their respective agreements.

29. The Purchaser/s shall at the time of making payment of the last instalment of the purchase price, pay the Sellers the following amounts, and the Sellers shall be within his rights if the possession is withheld for non-payment of money in this clause:

(a)	Rs. 75,000/-	Non Refundable deposit towards installation of transformer codes electric meter, water meter contains
(b)	Rs. 60,000/-	Non Refundable (Approximate) towards grant of Membership of MHADA
(c)	Rs. 15,000/-	Non Refundable charges to rue Garages Connection;
(d)	Rs. 1,00,800/-	12 months deposit (Approximate) towards proportionate share of taxes, maintenance and other charges;
(e)	Rs. 35,000/-	Non Refundable legal charges;
(f)	Rs.601/-	Non Refundable Share Application Charges/Admission Fees;

or not

(g)	Rs. 35,000/-	Non Refundable amount towards formation and registration of the said organisation;
(h)	Rs. 2,00,000/-	Non Refundable Club House Charges.

Rs.5,21,401/- TOTAL

In case of any deficit in this regard, the Purchaser/s shall forthwith, on Demand, pay to the Sellers the Proportionate share to make up such deficit. The aforesaid amounts/ deposits shall not carry any interest.

- 30. The Purchaser/s shall pay an amount of Rs.1,20,704/- (Rupees One Lac Twenty Thousand Seven Hundred Four Only) being 2.575% Service Tax in respect of the said Flat. The Purchaser/s shall immediately on demand hereof draw a Demand Draft for the said amount in favour of the Sellers to enable the Sellers to pay the same with the Appropriate Authority.
- 31. The Purchaser/s shall pay an amount of Rs.1,09,110/- (Rupees of Lac Nine Thousand One Hundred Ten Only) being 1% VAT value Added Tax) in respect of the said Flat. The Purchaser shall immediately on execution hereof draw a Demand Draft for the said amount in favour of the Sellers to enable the Sellers to pay the same with the Appropriate Authority.
- 32. The Sellers shall not be liable, responsible and/or required to render the account in respect of the amounts mentioned above in this clause i.e. clause 29. The Sellers is entitled to spend, utilise etc. the aforesaid amount in such manner as it deem fit and spent balance, if any, in the amounts mentioned in this clause, shall be transferred to the said organisation's Account at the time of handing over the charge of the said Building to the said organisation. It is hereby clarified that the aforesaid amounts mentioned hereinabove does not include the dues

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for electricity, gas and other bills for the said Flat and the Purchaser/s shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser/s agrees to pay to the Sellers, such other charges as the Sellers may indicate.

- The Purchaser/s agrees and undertakes to pay the maintenance 33. charges including Assessment bills or any other charges as raised by the said organisation/ Sellers /MCGM/ Appropriate Authority regularly and however it is clarified that in the event that Purchaser/s not paying the maintenance charges including Assessment bills or any other charges, the Sellers shall pay the same from the deposit received by it under clause 29 (d). However, it is clarified that in the event of non payment of maintenance including assessment raised by said Organisation/Sellers/MCGM/Appropriate Authority liability of Sellers to pay such amount shall be limited to the amount received from the Purchaser/s by the Sellers as deposit under clause 29 (d) and beyond that if the said Organisation/Sellers/MCGM Appropriate Authority for non payment of Assessment attaches the said Flat of the Purchaser/s the same shall be solely the proposibility of the Purchaser/s.
- 34. It is agreed that in the event of any additional amounts be only payable in respect of items mentioned in clause 28 above, the Purchaser/s shall forthwith on demand pay to and/or deposit the additional amounts with the Sellers. The said amount shall not carry any interest. It is further agreed that in the event, Works 300 Contract Tax, etc and any other imposts/impositions are levied by the Government or any statutory authorities or bodies in respect of these presents and/or the purchase price and consideration payable under the said Agreement and/or in respect of the said Flat, then in such event, Purchaser/s shall within 07 (seven) days of a written

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demand made on them by Sellers, pay and/or reimburse such amount of tax/imposts/ impositions (as the case may be), without delay or demur and shall indemnify and keep Sellers fully indemnified in respect of the non-payment or delayed payment thereof.

- All costs, charges and expenses incurred in connection with the for the formation of the said organisation as well as the costs of preparing, engrossing, stamping and registering all, deeds, documents required to be executed by the Sellers and by the Purchaser/s including stamp duty, registration charges etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Sellers for preparing and approving all such documents shall be borne and paid by the Purchaser/s and the said organisation as aforesaid and proportionately by all the holders of the flats and other premises, etc., in the said Building. The Sellers shall not be liable to contribute anything towards such expenses.
- 36. The Purchaser/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for transfer of the said Flat including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchasers 37-8/account.
- 37. It is agreed that one month prior to the execution of the lease the Purchaser/s shall pay to the Sellers, the Purchaser's share of Stamp Duty and Registration Charges payable, if any, by the said organisation on the execution of the lease or any document or instrument of transfer in respect of the said Building and the Sellers shall not be liable or responsible for any of the said Stamp Duty and Registration Charges. The Purchaser/s alone will be responsible for consequences of insufficient and/or non-payment of Stamp Duty and

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Registration Charges on this Agreement and/or all other documents etc.

- 38. It is agreed between the Sellers and the Purchaser/s that the Sellers shall be entitled to develop the said property more particularly described in the Forth Schedule hereunder written in phase-wise manner, as the Sellers may desire. The Sellers is retaining unto themselves full rights for the purpose of providing access or ingress from the said property in the manner deemed fit by the Sellers and the Purchaser/s unequivocally consents agree/s not to raise any objection or dispute regards the same now or any time in the future.
- 39. It is agreed between the Sellers and the Purchaser/s that the Sellers shall be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the plan or as may be sanctioned by MCGM in respect of the said property to utilize FSI and/or development rights in respect thereof and for that purpose to submit Plan or Proposal as the Sellers may desire. It is further agreed that the Sellers in its absolute discretion shall be entitled to locate or provide in the Building on the said toperty an additional floor or floors and use the same for residential mmercial and/or such other purpose or purposes as the Sellers may desire without reference or recourse to the Purchaser/s or any Co-operative Housing Society, Limited Company or Condominium of Apartments of the prospective Purchaser/s in respect of the said Building at the act - 8/ discretion and/or option of the Sellers time to time.
- 40. It is further agreed between the Sellers and the Purchaser/s that the Sellers shall be entitled to either form separate Co-operative Society, Limited Company or Condominium of Apartments or make any prospective Purchaser/s of flats/units/premises that the Sellers may make at any time members of the Co-operative Society Limited Company etc. as may be found conducive and acceptable to the Sellers as the Sellers may desire or decide time to time.

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41. It is agreed that the Sellers shall be entitled to demise or give on lease portion or portions of the said property on un-sub-divided basis in favour of such Co-operative Society, Limited Company or Condominium of Apartments as the case may be and the Purchaser/s agrees not to raise any objection or dispute regards the same. It is made amply clear that the Sellers shall be the entity which will ultimately decide about the grant of right of way or open spaces or any access or ingress to each of the Building or Buildings, wing or wings thereof, in the said property and the Purchaser/s shall not dispute or object to the same any time hereafter in any manner whatsoever. The Purchaser/s is fully aware that the Sellers have entered into this Agreement on the faith, assurances and the Agreement between the Sellers and the Purchaser/s is that the Sellers alone shall be entitled to decide the portion or portions to be demised by way of lease on un-sub-divided basis and the Purchaser/s agrees not to raise any objection or dispute regards the same.

Notwithstanding what is contained to the contrary the Sellers shall be entitled to lease/convey or demise the said Building any purious thereof or portion or portions thereof either Phase was or Wing wise to independent Society, Limited Company or Condominium of Apartments or Body of persons or association of persons as the case may be and the option to be selected and exercised by the Sellers shall be the sole option of the Sellers and the Purchaser's confirm that neither the Purchaser's herein nor any Body of prospective Purchaser's will be entitled to call upon or compel the Sellers to select any specific option as the case may be.

42. Upon the Purchaser/s being permitted to enter upon the said Flat, whe/she/they shall have no claim against the Sellers as regard the quality of the building material used for construction of the premises or the nature of the construction of the said Flat or otherwise howsoever, provided that if within a period of one year from the date on which the Purchaser/s being permitted to enter the said Flat to the

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Purchaser/s, the Purchaser/s brings to the notice of the Sellers any defect in the said Flat or the material used therein or any unauthorised change in the construction of the said Building, then, wherever possible such defect or unauthorized changes shall be rectified by the Sellers at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the matter shall be referred to the Decision of the Authority as determined by the Authority appointed under the M.O.F. Act.

- **4**3. So long as each Flat/Garage/other Premises in the said Building known as "Millennium Court" are not being separately assessed for municipal taxes and water charges etc., the Purchaser/s shall pay to the Sellers a proportionate share of the Municipal taxes and water charges assessed on the said Building known as "Millennium Court". Such proportion to be determined by the Sellers on the basis of the area of the said Flat, however for the purpose of determining such proportion, the area of the unsold flats/premises will not be taken into account. The Purchaser/s along with the other Purchaser/s allottees will not require the Sellers to contribute a proportional share of the maintenance charges, municipal taxes, water charges and all other rent, rates and taxes in respect of the flats, shops, offices garages, car parking's and other premises which at not sold or disposed of by the Sellers even after the said Building and land underneath has been conveyed in favour of the said organ sation. In other words, any liability towards taxes or other outgoings etc. in respect of the unsold flat and other premises shall be borne and paid by the Purchaser/s of the flats including the Purchaser/s herein. The Sellers will also be entitled to the refund of the municipal taxes or बदर-४/ account of the vacancy of the said Flat.
- 44. Commencing immediately after notice in writing is given by the Release to the Purchaser/s that the said Flat is ready for occupation, the Purchaser/s shall be liable to bear and pay the proportionate share

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of out goings in respect of the said property and the said Building known as "Millennium Court" including local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs, salaries of clerks, bill collectors, chowkidars, sweepers, and also other expenses necessary and incidental to the management and maintenance of the said property mentioned in the Fourth Schedule hereunder written in addition to the amounts mentioned in clause 28 hereof. It is agreed that if the Sellers so requires, the Purchaser/s shall make such additional payment towards the outgoings on a continuous basis, beginning from the time the notice in writing is given by the Sellers to the Purchaser/s till the lease of the said Building to the said organisation. All amounts paid by the Purchaser/s to the Sellers on account of outgoings and municipal taxes shall not carry any interest and the Sellers shall be entitled to spend such amount for the purposes for which the same are collected and the unspent balance shall remain with the Sellers until the lease of the said Building and the land underneath is executed in favour of the said organisation as aforesaid. Subject to the provisions of Section 6 of the said M.O.F. Act, on such lease being executed, the arms in amounts so collected (less deductions provided for this referent shall be paid over by the Sellers to the said organisation. The Purchaser/s undertakes to pay such provisional months contribution towards proportionate share of municipal taxes and regularly by the 5th day of each and every month in advance and that not withhold the same for any reason whatsoever otherwise interest at the rate of 2% per month (compounded at monthly rest) will be charged. It is further clarified that the charges mentioned in this Agreement is only indicative and not exhaustive and the Purchaser/s agrees to pay to the Sellers, such charges as the Sellers may indicated \( -\forall / \) The right of the Sellers to charge the said interest is without prejudice to their rights including right to terminate this Agreement, levy

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cancellation charges etc.

- 45. It is agreed, confirmed and covenanted by and between the Parties hereto that the Sellers shall have full right and absolute authority and shall be entitled to, at any time hereafter, change, alter and amend the layout, plans, designs, elevation, etc. of said Building and/or the said property and/or get the said property sub-divided into small portions or parts or amalgamate the same with any other property or properties and the Purchaser/s shall not have any objection in this Further it is agreed between the parties hereto that the Purchaser/s shall not be entitled to nor shall he/she/they insist for sub-division of the said property or be entitled to any FSI exceeding the FSI used and consumed in the said Building and that the Purchaser/s and/or the said organisation shall not be entitled to put up any further or additional construction on the said Building exceeding the FSI consumed therein at the time of lease to be executed in their favour for any reason whatsoever.
- 46. It is further agreed, confirmed and covenanted between the parties hereto that Purchaser/s shall not change the user of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and shall not cover or construct any thing on the open spaces and/or parking spaces and/or refuge at the said Flat and shall not cover or construct any thing on the open spaces and/or parking spaces and/or refuge at the said Flat and shall not cover or construct any thing on the open spaces and/or parking spaces and/or refuge at the said Flat and shall not cover or construct any thing on the open spaces and/or parking spaces and/or refuge at the said Flat and shall not cover or construct any thing on the open spaces and/or parking spaces and/or refuge at the said Flat and shall not cover or construct any thing on the open spaces and/or parking spaces and/or refuge at the said Flat and shall not cover or construct any thing on the open spaces and/or parking spaces and/or refuge at the said Flat and shall not cover or construct any thing on the open spaces and/or parking spaces and/or refuge at the said Flat and shall not cover or construct any thing on the open spaces and/or parking spaces and/or refuge at the said Flat and shall not cover or construct any thing on the open spaces and/or parking spaces and/or refuge at the said Flat and shall not cover or construct any thing of the said Flat and shall not cover or construct any thing of the said Flat and shall not cover or construct any thing of the said Flat and shall not cover or construct any thing of the said Flat and shall not cover or construct any thing of the said Flat and shall not cover or construct any thing of the said Flat and shall not cover or construct any thing of the said Flat and shall not cover or construct any thing of the said Flat and shall not cover or construct any thing of the said Flat and shall not cover or construct any thing of the said Flat and shall
- 47. The Purchaser/s by himself/herself/themselves with intention to bind all persons into whose hands the said Flat and other premises may hereinafter come, even after said Building is conveyed in favour of the said organisation, is executed, hereby covenant/s with the Sellers as follows:
  - (a) To maintain the said Flat at the Purchaser/s's own cost in good tenantable repair and condition from the date on which the Purchaser/s is permitted to use the said Flat is given by the Sellers to the Purchaser/s and not do or suffer to be done anything in or to the building, staircase, common areas or any

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passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building or to the said Flat itself or any part thereof;

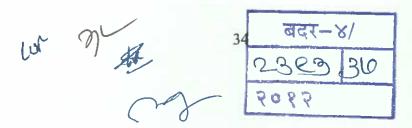
- (b) Not to store anything in the passages, open spaces, staircase in the building within the said property etc.
- (c) Not to store anything on any open area in the said Flat which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building 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 on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building and in case any damage caused to the building on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs;
- (d) To carry out at his/their own costs all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Sellers to the Purchaser/s and not to do or suffer to be done anything to octo the building or in the said Flat which may be against the was 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 and also pay any penal charges levied by the authorities;

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Not to demolish or cause to be demolished the said Flat or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof nor any alteration in the elevation and outside colour scheme of paint and glass of the building and keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good tenantable repair and condition and in particular so as to support, shelter and protect other parts of the building and not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the said Flat without the prior written permission of the Sellers and/or the Society/s or the Limited Company and the concerned local authorities and/or any other public bodies as the case may be. The Purchaser/s further undertakes not to affix any fixtures or grills on the exterior of the building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the premises. He/she/they, shall not be allowed to install window A.C. which would deface the elevation of the building. The obligation of the Purchaser/s under this sub-clause shall not prejudice or affect any obligation under any other clauses of this Agreement, including but not limited to sub-clause (o) of this clause. In the event the Purchaser/s fails to pay the penalty and crectify the default of his/her obligation within one month from committing this default at his/her own cost then the Sellers through its agents, shall have a right to enter upon the said Flat and dismantle at the Purchaser's cost, such fixtures which are in contravention of this sub-clause or any other provision of this Agreement. Should the Purchaser/s desire to affix grills within the said Flat, the same shall be affixed in such a manner as will not deface the elevation of the said Building and its

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exterior aesthetic features, and for this purpose, prior written consent of the Sellers shall be sought by the Purchaser/s;

- (f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and said Building in which the said Flat is situate or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance;
- (g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat into the compound or any open areas or any portion of the said property and the building in which the said Flat is situated;
- (h) To pay to the Sellers within 10 days of demand by the Sellers, in addition to the amounts collected in Clause 29 above, their share of security deposit demanded by any concerned local authority or government, M.C.G.M. for giving water, or any electric supply company for giving electricity or any other service connection to the building which the said Flat is situated;
- (i) To bear and pay increase in local taxes, water sharges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time;
- (j) Till the Purchaser/s has obtained the prior written consent of the Sellers, the Purchaser/s shall not let, sublet, sell, mortgage and/or otherwise transfer, assign or part with the Purchaser's interest or benefit under this Agreement and/or the said Flat and /or any part thereof. Such transfer shall be only in favour of the Transferee/s as may be approved by the Sellers and not otherwise;

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बदर-४/ 2-863 3L २०१२ (k) Shall observe and perform all the rules and regulations which the said organisation may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of said Building and the Premises therein 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 government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said organisation regarding the occupation and use of the said Flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

(l) Shall not at any time cause or permit any public or private nuisance in or upon the said Flat, said Building or the said property or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Sellers;

(m) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Flat and for open space nor litter or permit any littering in the common areas in or around the said Flat and/or said Building and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Flat and/or the said Building to the requirement and satisfaction of the Sellers and/or relevant government and statutory authorities;

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- Shall not do either by himself/itself or any person claiming (n) through the Purchaser/s anything which may or is likely to endanger or damage to said Building or any part thereof, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in said Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building;
- Shall not display at any place in the said Building and/or said (o) property or any part thereof any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common area therein or in any other place or on the window, doors and corridors of the said Building;
- Shall not affix, erect, attach, paint or permit to be affixed, (p) erected, attached, painted or exhibited in or about any part of the said Building or the exterior wall of the said Flat or through the windows or doors thereof any place. notice, advertisement, name plate or sign or an approprie flag-staff, air conditioning unit, television or winess mas aerial or any other thing whatsoever save and except the of the Purchaser/s in such places only as shall the bee previously approved in writing by the Sellers in accordance with such manner, position and standard design laid down by the Sellers;
- Shall park all vehicles in the allotted/ designated parking lots (q) only as may be prescribed by the Sellers and not at any other place;
- Shall not do or permit or suffer to be done anything in or upon (r) the said Flat or any part of the said Building which is or may,

or which in the opinion of the Sellers is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining flat or the neighbourhood provided always that the Sellers shall not be responsible to the Purchaser/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining flat of the said Building and the Purchaser/s shall not hold the Sellers so liable;

- (s) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Flat or in or on the common stairways, corridors and passageways in and of the said Building;
- or by the said organisation, for the purposes maintenance and up-keep of the said Building;
- beds/pocket terrace/s and other areas to be kept openals any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Flat and keep the same unenclosed at all time. The Sellers shall have the right to inspect the said Flat at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s and without payment of any compensation to the Purchaser/s for such demolition in any manner whatsoever; and

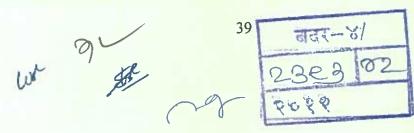
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(v) Shall not enclose any flower beds/pocket terraces now or in the future and shall not tamper with the elevation features. The Sellers shall have the right to inspect the said Flat and also demolition of any such addition and alteration to the open areas affecting the further FSI potential of the Sellers.

The Sellers will have irrevocable, unconditional and unfettered right and be entitled to and the Purchaser/s shall permit the Sellers and its surveyors and agents with or without workmen and others, at all times, to enter into and upon the said Flat to view and examine the state and conditions thereof.

- The Purchaser/s hereby covenants to keep the said Flat, walls and 48. partition walls, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular so as to support shelter and protect the other parts of the said Building. The Purchaser/s further covenants not to chisel or in any other manner damage the columns, beams, slabs, or R.C.C. partition or walls or other structural members without the prior written permission of the Sellers/ said Organisations. The breach of these conditions shall cause this Agreement, ipso facto come to an end and the earnest money paid by the Purchaser/s to the Sellers shall stand forfeited and the Sellers shall be entitled to deduct from the payments made and by the Purchaser/s such amounts as they may find prefer to compensate for the damage so caused and if such payments are inadequate, the Sellers shall be entitled to recover further amounts from the Purchaser/s to compensate for the damage so caused and the Purchaser/s hereby consents to the same. The decision of the Sellers in that regard shall be final and binding upon the Purchaser/s who shall not dispute the decision of the Sellers in this regard.
- 49. Until all the amounts payable by the Purchaser/s to the Sellers are paid and until all the obligations required to be performed by the Purchaser/s, are performed, nothing contained in this Agreement is



intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat in favour of the Purchaser/s and the Purchaser/s shall not have any right, title, interest or claim of any nature whatsoever in respect of the said Flat. Further, the Purchaser/s shall never have any right, title, interest, claim or demand of any nature whatsoever in respect of open spaces, unsold parking spaces, lobbies, staircases, terrace, etc., even after the said Building is conveyed to the organisation which will always remain the property of the Sellers. It is further agreed that should any grant or demise be construed in the Purchaser's favour in respect of the said Flat then there shall deem to be a charge on the Purchaser's interest in the said Flat, for all payments due under this Agreement from the Purchaser/s. The Purchaser/s shall have permission only to use open spaces (other than the open car parking spaces), terrace, lobby, stair case and lift.

- 50. It is expressly agreed that the said organisation will maintain the street lighting, common water tanks and water pipe lines and water connections and all other common services, benefits, facilities and advantages and it is hereby expressly agreed and confirmed between the parties that all such general facilities shall be for the use of the Purchasers of the premises in the said Building known as "Millennium Court" and the Purchaser/s shall pay proportionate share thereof. The proportionate share payable by the Purchaser/s to the Sellers / the said organisation as may be determined by the Sellers / the said organisation, shall be final and binding on the said organisation and the Purchaser/s.
- 51. The Sellers shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the said property, such decision shall be final and binding until the lease in respect of the said Building is executed in favour of the said organisation. Thereafter, the said organisation will undertake to maintain the building or any part thereof in the manner it was handed

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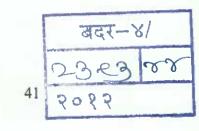
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over save and except normal wear and tear of the property and the said organisation shall create and maintain a Sinking Fund for the purpose of such maintenance and if the said organisation commits default, the Sellers shall have a right to rectify the default and recover the expenses from the said organisation of the Purchaser/s allottees.

- 52. It is agreed that as and when the Sellers enters into agreements/arrangements with any person, or otherwise the Sellers is in a position to provide all Utilities (as defined hereinafter) or any of them, then in that event the Purchaser/s herein shall procure such Utilities only from the Sellers or any person as may be nominated by the Sellers in that behalf, as the case may be, and pay such amount as may be fixed by the Sellers, to the Sellers. This is one of the essential, fundamental and material terms of this Agreement. For the purposes of this clause, Utilities refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the Purchaser/s on a day-to-day basis.
- The Purchaser/s shall permit the Sellers and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Flat or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, catiles water covers, gutters, wires, party walls, structure or other upoveniences belonging to or serving or used for the said Building and also for purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the building in respect whereof the Purchaser/s of such other premises, as the case may be, shall have made default in paying his share of taxes, maintenance charges etc.

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- 54. The Purchaser/s shall at no time demand partition of the said Building and/or said property and the said Building etc. and/or his/her/their interest, if any, therein and the same shall never be partitioned.
- 55. It is expressly agreed between the Sellers and the Purchaser/s and the Purchaser/s confirms that he/she/they are aware that the Sellers is likely to receive additional FSI, TDR and other rights and benefits on the said Property and in such event of Sellers receiving additional FSI and/or TDR and other rights and benefits the Sellers shall be entitled to construct either additional floor or floors on the said Building or any part thereof or construct any additional structure on the said Property in the open compound as may be permissible either as Annexe structure or as an independent structure as the Sellers may desire and the Sellers shall be entitled to deal with, dispose of, alienate, encumber or transfer such additional floor or floors or premises and building or buildings or structures for such consideration to such party as the Sellers may desire without reference or recourse or consent of the Purchaser/s in any manner whatsoever and the Purchaser/s agrees not to dispute or object to the same.
- "Millennium Court". Further the name of the said organization shall contain the name as "Millennium Court" and/or any other name the Sellers may desire and the name of the Co-operative logicty of Limited Company or Condominium of Apartments to be formed shall bear the said names and this name shall not be changed without the prior written permission of the Sellers.
- 57. In the event of the Organisation/any Co-operative Society being formed and registered before the sale and disposal by the Sellers of all the premises, then the powers and the authority of the

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organisation/Society or Limited Company or Condominium of Apartment/Owners so formed and/or the Purchaser/s and/or other holders of the premises shall be subject to the over all authority and control of the Sellers in respect of all the matters concerning the said Building and, in particular the Sellers shall have absolute authority and control as regards the unsold premises and the same and disposal thereof. PROVIDED AND ALWAYS the Purchaser/s hereby agrees and confirms that in the event of the said Organisation/Co-operative Society and/or Limited Company or Condominium of Apartment/ Owners, being formed earlier than the Sellers deals with or dispose of the said Building on the said Property then and in that event any allottees or Purchaser/s of premises purchased from the Sellers after the same shall be admitted to such Organisation/Co-operative Society, Limited Company or Condominium of Apartment/Owners on being called upon by the Sellers without payment of any premium or any additional charges save and except Rs.500/- (Rupees Five Hundred Only) for the share money and Rs.100/- (Rupees One Hundred Only) as entrance fee and such allottees or Purchaser/s or transferee/s thereof shall not be discriminated or treated prejudicially by such Co-operative Society, Limited Company or Condominium of Apartment/Owners as the case may be.

It is expressly agreed that the Sellers shall have an interacable and perpetual right even after the execution of the lease in the probability of the said organisation and be entitled to put a hoarding to the said property or any parts of the said Building or buildings including on the terrace and/or on the parapet wall and/or on the said property and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Sellers is fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the said Building or on the said property as the case may be and further the Sellers shall be entitled to use and allow third parties to use any part of the said Building and the Sellers.

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property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment etc. The Purchaser/s agrees not to object or dispute the same. It is further expressly agreed that the Sellers shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser/s shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall be solely and absolutely belonging to the Sellers.

- 59. No forbearance, indulgence or relaxation or inaction by the Sellers at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice their rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.
- 60. Any delay tolerated or indulgence shown by the Sellers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Sellers shall not be construed as a waiver on the part of the Sellers of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Sellers.
- 61. Notwithstanding what is stated hereinabove, the Sellers shall not be liable or required to pay any transfer fees/charges and/or any amount, compensation whatsoever to the said organisation for the sale or transfer of the unsold premises in the said Building or the said.

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property even after the lease is executed in favour of the said organisation.

62. The Purchaser/s hereby expressly agrees and covenants with the Sellers that in the event of the said Building on the said property being not ready for occupation and in the event of the Sellers offering license to enter upon the said Flat to the Purchaser/s or handing over occupation of the said Flat earlier than completion of the said Building on the said property then and in that event the Purchaser/s shall not have any objection to the Sellers completing the construction of the balance building or additional floors on the said property without any interference or objection by the Purchaser/s. The Purchaser/s further confirms that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings or additional floors or additional construction or part or parts thereof by the Sellers on any ground including on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Sellers shall be entitled to either themselves or through any nominees to construct and complete the said additional storeys, wing or wings or building or buildings on the said property as they may desire in their absolute discretion without any interference or objection or dispute by Purchaser/s. The Purchaser/s hereby consents to the same.

other letter, no objection, permission, deeds, documents and critings (whether executed now or in future by the Sellers) and notwithstanding the Sellers giving any no objection/permission for mortgaging the said Flat or creating any charge or lien on the said Flat and notwithstanding the mortgages/charges/lien of or on the said Flat, the Sellers shall have first and exclusive charge on the said Flat and all the right, title and interest of the Purchaser/s under this Agreement for recovery of any amount due and payable by the Purchaser/s to the Sellers under this Agreement or otherwise.

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- 64. Notwithstanding anything contained herein, it is agreed between the parties hereto:
  - (a) that the Sellers shall have irrevocable and unfettered right and be entitled, at any time hereafter, to mortgage, create charge and other encumbrances and in respect of the said property and/or the said Building and all premises therein and also the buildings to be constructed hereafter and its right, title and interest therein;
  - (b) that the Purchaser/s shall be solely and exclusively liable and responsible and shall bear and pay all the costs, charges, taxes including services tax, etc. payable in respect of the transaction contemplated herein; and
  - (c) that the Sellers shall not be liable, responsible, required and/or obligated to provide any facility. However if the Sellers provide any such facility, than the Purchaser/s may be allowed to use such facility or any of them at the sole discretion of the Sellers and also on the terms and conditions that may be imposed by the Sellers. In any event all the costs, charges, and expenses for providing such facilities and/or for maintaining managing the same shall solely and exclusively be borne and paid by all the Purchaser/s of the other premises including the Purchaser/s herein and the Sellers shall not be liable, responsible or required to bear, pay or contribute any charges, expenses, costs etc. for the same.
  - (d) that the said Flat has been agreed to be allotted by the Sellers to the Purchaser/s and the Purchaser/s has agreed to pay the price of the said Flat only on the basis of the carpet area. All reference of other areas relating to the said Flat in this Agreement is mentioned only for the sake of convenience and at the request of the Purchaser/s.

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65. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D./Courier or by hand delivery to the address of the addressee at his/her/their address hereinbefore mentioned

702, Hamirmal Tower CHS Ltd., Station Road, Bhayandar (West), Dist.: Thane: 401 101.

- 66. A notice shall be deemed to have been served as follows:
  - (a) if personally delivered, at the time of delivery
  - (b) if sent by courier, Registered (Post) A.D. at the time of delivery thereof to the person receiving the same
- 67. For the purposes of this transaction, the details of the PAN of the Sellers and the Purchaser/s are as follows:

(a) Sellers 's PAN : AANRM4634P

(b) Purchaser's PAN:

Wigbert Stanley Rodricks: AAOPR9116L Sushma Wigbert Rodricks: AAOPR9112Q

- 68. The Purchaser/s hereby declares that he has gone through this Agreement and all the documents related to the said property and the said Flat and has expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied has entered into this Agreement.
- 69. All the disputes and differences between the parties hereto in connection with this Agreement, including the interpretation of any term or condition hereof either during the subsistence of this Agreement or subsequent thereto, shall be referred to arbitration of Three Arbitrators, one to be appointed by the Sellers and one to be appointed by the Purchaser/s and the Two Arbitrators so appointed shall appoint a Third Arbitrator who shall act as the presiding

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Arbitrator/ Umpire. The Arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or its statutory modifications for the time being in force. The Arbitration shall always be held in Mumbai and the courts of Mumbai shall always have jurisdiction in the matter. The award of the Arbitral Tribunal/ Umpire shall be final and binding on both the parties.

- The Purchaser/s shall lodge this agreement with the Sub-Registrar of 70. Assurances at Mumbai and intimate to the Sellers the particulars of the number under which the agreement is lodged for registration.
- All the disputes between the parties hereto shall be adjudicated by the court in Mumbai alone.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

### THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT pieces or parcel of land bearing CTS No.10 situated Oshiwara, Taluka Andheri, Mumbai Suburban District and both follows:

On of towards the North: CTS No. 9

On or towards the South : DP Road

CTS Nos. 13 and 15 On or towards the East

CTS No. 9 (part) On or towards the West

#### THE SECOND SCHEDULE ABOVE REFERRED TO

Portion of the plot of land bearing Survey No.33, Hissa No.8, CTS No. 9, admeasuring 1802.3 square meters, situated at Village Oshiwara, Taluka Andheri, Mumbai Suburban District and bounded as follows:

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On of towards the North:

CTS No. 9

On or towards the South:

CTS No. 10

On or towards the East

CTS No. 15

On or towards the West

CTS No. 1 (part)

### THE THIRD SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of lands bearing CTS Nos.13 and 15 of Village Oshiwara, Taluka Andheri, Mumbai Suburban District and bounded as follows, that is to say:

On of towards the North:

CTS No. 9 (part)

On or towards the South :

CTS No. 13

On or towards the East

CTS No. 16

On or towards the West

CTS No. 9 (part)

#### THE FOURTH SCHEDULE ABOVE REFERRED TO

A portion admeasuring 3603.70 square meters, out of the first property, second property and third property bearing C.T.S. No. 9B/1 of Village Oshiwara, Taluka Andheri, Mumbai Suburban District.

### THE FIFTH SCHEDULE ABOVE REFERRED TO

(Description of the common areas and facilities)

The nature, extent and description of the common areas and facilities the Limited Common areas and facilities are as under:-

### A) COMMON AREAS & FACIITIES:-

- i) Entrance lobby and lobby of the building;
- ii) Compound of the building i.e. the open area (out of the Plot described in the Forth Schedule) appurtenant to the built-up area of the building but not exceeding the car park areas allotted to the Unit/Flat Purchaser/s allottee;

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- iii) Staircase of the building including the landing for the purpose of ingress and egress but not for the purpose of storage, recreation, residence or sleeping;
- iv) Pump room with pump in the compound.

### B) <u>LIMITED COMMON AREAS & FACILITIES:</u>

- i) Landing in front of stairs on the floor on the particular Unit/Flat is located, as a mere access to the Unit/Flat but not for the purpose of storage, recreation, residence or sleeping. The landing is limited for the use of occupiers of the Unit/Flats on that particular floor and the visitors thereto but is subject to means of access for reaching other floors, available to all residents and their visitors.
- ii) Terraces, which are allotted specifically to Unit/Units/Flat Purchaser/s, shall belong to and are meant for the exclusive use of such Unit/Flat Purchaser/s alone. No other Unit/Flat Purchaser/s/allottee or the Society shall have or claims any rights thereto.

### THE SIX SCHEDULE ABOVE REFERRED TO

- 1. The expenses of maintaining, repairing, re-decorating etc., of the main, structure and in particular the roof, gutters and rain water pares and electric wires in under or upon the building and enjoyed or used by the Purchaser/s in common with the other occupiers of other premises and the main entrance, passages, landings, staircase of them, other buildings as enjoyed by the Purchaser/s used by him in common as aforesaid and the boundary walls of the building, compounds, terraces etc.
- 2. The costs of cleaning and lighting the passages, landings, staircases and other parts of the buildings so enjoyed or used by the Purchaser/s in common as aforesaid.
- The costs of decorating the exterior of the building.
- 4. The salaries of clerks, bill collectors, sweepers etc.

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- 5. The costs of working and maintenance of water pumps and lights and other service charges.
- 6. Municipal and other taxes and other assessments.
- 7. Insurance of the building.
- 8. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.

) FOR MICRO ANKUR DEVELOPERS



Mr. Naresh Jain In the presence of ...

2.

refuir



SIGNED AND DELIVERED by Him of withinnamed "PURCHASER/S"
Mr. Wigbert Stanley Rodricks

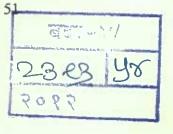
Whenlucks



Mrs. Sushma Wigbert Rodricks
In the presence of ......

1. 2. ) Hodeicks





### RECEIPT

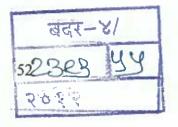
Received on or before the execution hereof and from the within named Purchaser/s Mr. Wigbert Stanley Rodricks & Mrs. Sushma Wigbert Rodricks the sum of Rs.20,00,000/- (Rupees Twenty Lac Only) being the part consideration paid by them to us. The details of the payment are as follows:

Sr. No.	<u>Date</u>	<u>Cheque</u> <u>No.</u>	<u>Bank</u>	Amount In Rs.
1.	02/05/2009	629451	Bassein Cathlic Co-op Bank Ltd.	2,50,000/-
2.	02/05/2009	629452	Bassein Cathlic Co-op Bank Ltd.	2,50,000/-
3.	27/06/2009	629454	Bassein Cathlic Co-op Bank Ltd.	5,00,000/-
4.	16/02/2010	629469	Bassein Cathlic Co-op Bank Ltd.	2,50,000/-
5.	15/10/2010	863157	Bassein Cathlic Co-op Bank Ltd.	2,50,000/-
6.	12/02/2011	863169	Bassein Cathlic Co-op Bank Ltd.	2,50,000/-
7.	21/02/2011	863170	Bassein Cathlic Co-op Bank Ltd.	2,50,000/-
			Total	20,00,000/-

We Say Received Micro Ankur Developers

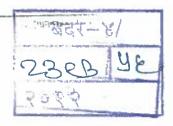
THE PLANT OF THE PARTY OF THE P

Partner Sellers



### मालमत्ता पत्रक

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अतिरी/अभिवारान भू ता. ९, १०, १३, १५/मीरने. २५७/दिनोक १६/८/०८ अन्यये न.भू ता. ९ व चे १८०२,२ खी. पीटर क्षेत्रात मः भू ता. १० पे २८४७.४ न.भू ता. १३ चे ८५७.८ ची. पीटर न.भू ता. १५ पे ६३८.४ ची. भीटर असे एकूण ४३/४३.६ ची. पीटर क्षेत्र आपील कालन ६१४५.९ ची. पीटर क्षेत्र कायम केले य	12/0C/2002	याः जिल्ह्यधिकारी, मुंबा आदेश क्रमाथ सी/कार्या आर ए ११९६ दिनांक १८	ई उपनगर जिल्हा यांचेकडील ३ क/पोबि/एकडी/पोबि/एस /७/०८ इगडील भोरनं	. 25	•	<u>.</u>	शर्ता - १६/८/२००८	
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#### मालमल्ता पत्रक

जिल्हा --मुंबाई उपनगर जिल्हा तालुका/न. मु.मा.का. — न.भू, अ.अंटीशी व्याग/मंशे ---अरिशिवस शासनाता दिलेल्या आकारभीचा मिळा शास्याच शिट नंबंद त्तपशील आणि त्याच्या फेर तपातणीयी नियत रोहर) कारक होता. वर्ते. व ९ন/१ ः साक्षावंज र्भावन धारक (धा) खंड क्रपांक दिभावि वहंदार (प) विद्या भार (भा) देत स्थात १८---- प्रधान मही -पा. जिल्हाधिकारी उपनगर जिल्हा यांचेकडील आदेश 4.E/06/2006 क्रपाक दी/ कार्या ३ क/पोवि/एकमी/पोडि/एस.आर. ए [E/1/4 noc ११९६ दिनांक १८/७/०८ इकडोल गोरने. २५७/०८ य प्रभुक्ति व्हित्त ्रिआहोश दिनांक १६/८/०८ अन्तये न-मृत्याः ९ व धं क्षेत्र रिश्वर्षः ८ चौ. मीटर मधुन न-भृत्याः ९ व धं क्षेत्र विश्वरुद्धः ८ चौ. मीटर मधुन न-भृत्याः १व/२ क्षेत्र १६९९.२ न्यीन मिळकर्त पत्रिका उधरुन त्याचे एकुण क्षेत्र २५४२.र पौ. मीटर कमी करून ३६०३.७ चौ. मीटर क्षेत्र कायम् केले. म.भू.क. ९ म चा म. भू.क. ९म/१ असा रोग ध्दल गेलाः न.भू.अ.अंधेरी खरी नक्कल -हुपुस्तणी करणास -मुंबई उपनगर जिल्हा .v/scereibus क्षिण्यामी सिर्धिक बंद्याचा सीमीति ।

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বর্জনা প্রকর।

क्षेत्रकात समार केलेची सार्थका छल्।।

वस्कृतः विकिती सामीयाः अस्पता

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मार्थि रायकार्थ वास्त्र प्रतिपत्त अधिकार्थ अधिरिः



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### मालमत्ता पत्रक

अपनिवासिकार अवारतियां किया निवासिकार प्राप्त करिया अवारतियां किया निवासिकार अवारतियां किया निवासिकार अवारतियां किया निवासिकार विभाग करिया किया करिया	चेहन्हर ।
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EC-48

346 Form -----

MEMORANDUM

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

CE; Engineer Sidg, Proposid (W.D.) II and K.- Wards Hunicipal Office, H. K. Pather Marg. Bandra (West). hession—400 CKS

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

CE/9374/WS/AK

No. E.B./CE/

S/A - F 4 OCT 2000

Municipal Office,

Mumbri .....200

•

Shri. Shahid LA.Khan , Owner

Shri. Shaing LA.Kinn, Owner

With reference to your Notice, letter No. 337 dated 2 200 and delivered on 200 and the plans, Sections Specifications and Description and further particulars and details of your buildings appropriate on plot hearing CTS No.9(pt), 10(pt), 12(pt) 2.15 Lo. furnished to me under your letter, dated S No.9B/1 of Villago Oshiwara in 1800 No. Wardhat I cannot approval of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to your, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons:

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

- 1) That the commencement certificate under section 44/69 (1)(a) of the M.R.F.P. Act will not be obtained before starting the proposed work.
- 2) That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding as per D.C. Regulation No.38(27) before starting the work.
- 3) That the low lying plot will not be filled upto a reduced level of atleast 92 T.H.D. bovo adjoining road level whichever is higher with murum, earth, boulders etc. and the levelled, rolled and consolidated and sloped towards road side, before starting the
- 4) That the specifications for layout / D.P. / or access roads / dovolopment of solback of will not be obtained from E.E.R.C.(W.S.) before starting the construction work, and the access roads activated and will not be developed accordingly including providing atreet lights and S. W.E. from E.E.R.C.(W.S.) E.E.S.W.D. of W.S. before submitting B.C.C.
- 5) That the Structural Engineer will not be appointed. Supervision mento as per appendix KI (regulation 5(3)(in) will not be submitted by him.
- That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up the additional load will not be submitted before C.C.

True Copy 3e3 69

B. S. Jonii (Architect)
Hor Brighton Architecta
Ladia) Private Limited

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

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

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

Executive Engineer, Building Proposals,
Zone, KAN Wards.

### SPECIAL INSTRUCTIONS

- (1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PERTY.
- (2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioneer for Greater Mumbai has empowred the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.
  - (3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels :--

"Every person who shall erect as new domestic building shall cause the same to be built so that every part 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 than 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 (160 cms.)- of such building.

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

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay taxes is required to give notice of erection of a new building or occupation of building which has been vicent, to the number of the completion or of the occupation whichever first occurs. Thus convice with this provision is punishable under Section 471 of the Act irrescreetive of the fact that the valuation of the stem will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current partie which the completion on occupation is detected by the Assessor and Collector's Department.

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

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

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

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

Attention is drawn to the notes Accompanying this Intimation of Disapproval.

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E/9374/WS/AK

Ex. Engineer Bldg. Proposal (W.S.)

7) That the regular / sanctioned / proposed lines and reservat History R. F. Froposni (V got demarcated at site through A.E.[Survey] / E.E. [T&C] L.E.[F.P.MunDal.L.B.O.) groves applying for C.C.

- 8) That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.
- 9) That the registered undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Asst. Commissioner [K/W] that the ownership of the setback land will not be transferred in the name of M.C.G.M. before demolition of existing building.
- 10) That the agreement with the existing tenant alongwith the list will not be submitted before start of demolition.
- 11) That the consent letter from the existing tenants for the proposed additions/alterations in their tenement will not be submitted before start of demolition. .
- 12) 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.
- 13) That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
- 14) That the requirements of N.O.C. of (i) Reliance Energy, [ii] S.G. [iii] P.C.O., [iv] A.A. & C. K/W, [v] S.P. [vi] S.W.D., [vii]M.T.N.L., [viii] F.E. will not be obtained and the requisitions if any will not be complied with before occupation certificate / B.C.C.
- 15) That the qualified/registered site supervisor through architect/structural Engineer will not be appointed before applying for C.C.
- 16) That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. [K/W Ward] shall not be submitted before applying for C.C.
- 17) That the true copy of the sanctioned layout/sub-division/amalgamation approved under the terms and conditions thereof will not be submitted before C.C. and compliance thereof will not be dono before submission of B.C.C.
- 18) That the development charges as per M.R.T.P. (amendment) Act 1992 will not be paid
- 19) That the registered undertaking in prescribed proforms agreeing to demolish the recess : if constructed beyond permissible FSI shall not be submitted before asking for
- 20) That the requisite premium as intimated will not be paid before applying for C.
- 21) That the registered undertaking shall not be submitted for payment of difference in premin paid and calculated as per revised land rates.
- 22) That the C.C. shall not be asked unless payment of advance for providing treatment construction site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and whon required by the Insecticide Officer for inspection of water tanks by providing safe but stable ladder, etc. and requirements as communicated by the Insecticide Office shall not be complied with.

बद्दर-- ४/

CE/9374/WS/AK

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23) That the Phase programme will not be got approved before asking for A. 6hd K - Wards

- 24) That the Janata Insurance Policy or policy to cover the compensation will not be renewed during the construction work.

  Municipal Office, R. K. Patkar will not be fore starting the work and also will not be renewed during the construction work.
- 25) That the N.O.C. from Superintendent of Garden for tree authority shall not be submitted.
- 26) That the soil investigation will not be done and report thereof will not be submitted with structural design.
- 27) That the building will not be designed with the requirements of all relevant IS-codes including IS code 1893 for cartiquake design while granting occupation certificate from Structural Engineer to that effect will be insisted.
- 28) That no main beam in R.C.C. framed structure shall not be less than 230 mm. wide. The size of the columns shall also not be governed as per the applicable I.S. Codes.
- 29) That all the cantilevers [projections] shall not be designed for five times the load as per I.S. code 1993-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 30) That the R.C.C. framed structures, the external walls shall be less than 230 mm, if in brick masonary or 150 mm autoclaved collular concrete block excluding plaster thickness as circulated under No.CE/5591 of 15.4.1974.
- 31) 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 M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.
- 32) That the phasewise programme for removal of the debris shall not be submitted and got approved.
- 33) That the registered undertaking for not misusing the part / pocket terraces / A.H.Us. and more claimed free of F.S.I. will not be submitted.
- 34) That the registered undertaking for water proofing of terrace and Nani traps that not submitted.
- 35) That setback area shall not be handed over to M.C.G.M.
- 36) That the Indomnity Bond for compliance of I.O.D. conditions shall not be submitted
- 37) That the owner/developer shall not display a board at site before starting the work giving the details such as name and address of the owner/developer, architect and structural engineer, approval no. and date of the layout and building proposal, date of issue of C.C., area of the plot, permissible built up area, built up area approved, number of floors etc.
- 38) That the design for Rain Water Harvesting System from Consultant as per Govt. notification under Sec:37[2] of MR&T.P. Act, 1966 under No.TPB-4307/396/CR-124/2007/UD-11 dt.6/6/2007 shall not be submitted.
- 39) That the necessary remarks for training of nalla/construction of SWD will not be obtained from Dy. Ch.Eng. (SWD) City and Central Cell before plinth C.C. and compliance of said 83 60 romarks will not be insisted before granting full C.C. for the building.

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Ex. Engineer Bldg. Propesal (W S H and K - Wards

- 40) That the debris removal deposit of Rs. 45,000/- or Rs. 2/- per Mergerouf this denit: up. angest Marg. whichever is less will not be paid before further C.C. Bandra (West), Mumbai-100 050.
- 41) That the 'Debris Management Plan' shall not be got approved from Executive Engineer [Env.] and the conditions therein shall not be complied with.
- 42) That the N.O.C. from Collector M.S.D. for excavation of land shall not be submitted.
- 43) That remarks / specifications regarding formation level and construction of road from the office of Dy.Chief Engineer [Roads]W.S. shall not be obtained before applying for C.C.
- 44) That the PRC in the name of applicant shall be submitted before demanding C.C shall be complied with.
- 45) That all the conditions as mentioned in the NOC granted by MFIADA Under No.

  Shall be complied with.

### B. CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C.

- 1. That the notice in the form of appendix XVI of D.C.R. shall not be submitted on completion of plinth.
- 2. That N.O.C. from Civil Aviation department will not be obtained for the proposed height of the building.
- 3. That the requirement of N.O.C. from C.A., U.L.C. & R. Act will not be complied with before starting the work above plinth level.
- 4. That the debris shall not be transported to the respective Municipal dumping site and challan to that effect shall not be submitted to this office for record.
- 5. That the N.O.C. from A.A. & C. [K/W] shall not be submitted.
- 6. That the plinth stability certificate from R.C.C. consultant shall not be submitted.
- 7. That the work-start notice shall not be submitted.
- 8. That the design of the road crust obtained from the Road Consultant of the office of Engineer [Roads]W.S. to carry out the construction of road upto sub-base level adesign shall not be complied with before asking for C.C. beyond plinth.
- 9. That C.C. shall not be granted beyond plinth level unless the concerned owner / build by the first lies the competent authority that he has moved the concerned authorities / utilities for providing a mection in this regard & advance connection [not commissioned] is taken as per the specification.
- 10. That the testing of building material to be used on the subject work shall not be done and a same will not be submitted periodically.
- 11. That the quality control for building work / for structural work / supervision of the work shall not be done and certificate to that effect shall not be submitted periodically in proforms.

# C. GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C. :-

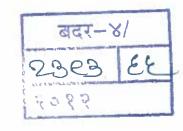
- 1) That some of drains will not be laid internally with C.I. pipes.
- 2) That the dust bin will not be provided as per C.E.'s circular No. CE/9297/II dated 26.6.1978.

CE/9374/WS/AK

### ₾ 1 OCT 2008

Ex. Engineer Bldg. Propesal H and K - Wards

- 3) That the surface drainage arrangement will not be made in consultation with F. E. K. R. R. R. R. Batkar b as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C.
- 4) That the 10' wide paved pathway upto staironse will not be provided.
- 5) 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 bldg. or submitting the B.C.C. whichever is earlier.
- 6) That the name plate/board showing plot no., name of the bldg, etc. shall not be displayed at a prominent place before O.C.C./B.C.C.
- 7) That the carriage entrance will not be provided before starting the work.
- 3) That the parking spaces will not be provided as per D.C.R. No.36.
- 9) That B.C.C. will not be obtained and IOD and debris deposit etc. will not be claimed for refund within a period of six years from the date of occupation.
- 10) That every part of the building constructed and more particularly overhead water tank will not be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 11) That the owner/developer will not hand over the possession to the prospective buyer before obtaining occupation permission.
- 12) That the letter box of appropriate size shall not be provided for all the tenements at the ground floor.
- 13) That the infrastructural works such as construction of hand-holes/manholes, duets for underground cables, concealed wiring inside the flats/rooms, room/space for telecom installations etc. required for providing telecom services shall not be provided.
- 14) That the regulation No.45 and 46 of D.C. Reg. 1991 shall not be complied with
- 15) That the necessary arrangement of borewell shall not be made/provided by necessarities to that effect from the competent authority shall not be obtained by the C.C.
- 16) That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 300 Sq.Mis. as per Govt. notice than 3nd Soc. 37[2] of M.R.T.P. Act, 1966.
- 17) That the requisition from fire safety point of view as per D.C.R.91 shall not be complied with.
- 18) 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 M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.
- 19) That the Drainage Completion Certificate shall not be submitted.
- 20) That the Lift Inspector's completion certificate shall not be submitted.



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#### CE/9374/WS/AK

ExeRucincer Bldg. Proposal (W M and K - Wards

21) That the structural stability certificate shall not be submitted. Municipal Office, R. K. Putkar Marg, 22) That the Site Supervisor's completion certificate shall not be submitted. West, Mumbai-100 050.

- 23) That the smoke test certificate shall not be submitted.
- 24) That the water proofing certificate shall not be submitted.
- 25) That the setback area shall not be transferred in the name of M.C.G.M.
- 26) That the P.R.Card for amalgamated plots in the name of applicant shall not be submitted.
- 27) That the N.A. order shall not be submitted.
- 28) That the N.O.C. from A.A. & C. [K/W] shall not be submitted.
- 29) That the final N.O.C. from MHADA shall not be submitted.
- 30) That the completion certificate for Rain Water Harvesting System from Consultant shall not
- 37) That the completion certificate from E.E. Mech. (E.I.) P&D for the provision of artificial light, ventilation and / or A.H.U. shall not be submitted.
- 38) That the construction of road including S.W.Drain and footpath, providing central dividers, lane marking and providing street furniture and obtain completion certificate from E.E. [Ronds]W.S. shall not be submitted before applying for occupation.
- 39) That the payment towards the difference in pro-rata cost of C.C. road and asphalt road for road width of 18.30 mirs, and above shall not be made in the office of Dy.Chief Engineer [Roads] before applying for occupation.
- 40) That the Energy Conservation Systems as stipulated vide circular under No.ChE/M&E/1063 dt.16/06/2008 shall not be complied with.

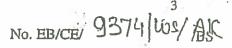
## D) CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.:

That the certificate under Sec.270-A of the B.M.C. Act will not be obtained from H.E.'s 1. department regarding adequacy of water supply.

> EX. ENGR. BLDG. (W. S.) K/EAST/WES

C:2/ 9374 IOD

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NOTES

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(1) The work should not be started unless objections A are complied with

- (2) A certified set of latest approved plans shall be displyed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposite should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material 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 flusing system with necessary drainage arrangement should be provided on site workers; before starting the work.
- 5: Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposite for the construction of carriage entrance, over the road side drain.
- The owners shall intimate the Hydraulic Engineer or his representative in Wards at least 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bits preferred against them accordingly.

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 scalfoldings, bricks metal, sand preps debrics, 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.

- 1) Fire Pork should not be started unless the manner in obviating all the objection is approved by this department.
- ') No work should be started unless the structural design is approved.
- 1) 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 & dimension.
- 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 an footpath.
- All the terms and conditions of the approved layout/sub-division under No. should be adhered to and complied with.

of

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 a sanction to the layout.

Recreation ground or amenity open space should be developed before submission of Building population Certificate.

The acces 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 asphalting lighting are drainaged before submittion of the Building Completion Certificate.

Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.

The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.

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 abjoining holding before starting the work to prove the owner's holding.

No work should be started unless the existing structures proposed to be demolished are demolished.

B. S. Jon | [architect]

3083 CC

- This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner untler Section 13 (h) (H) of the Rent Act and in the event of your proceeding with the work either without an inimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed tobe removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be with drawn.
- 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
  - Specific plans in respect of eviciting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
  - 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.
- In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other (22)sides should be done first before starting the work.
- 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.
- the bottom of the over hand storage work above the finished level of the terrace shall not be more than I metre.
- The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation (24)Authorities, where necessary is obtained.
- It is to be understood that the foundations must be excavated down to hard soil.
- The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate (26)(27)the laying of drains inside the building. 241
- The water arrangement must be carried out in strict accordance with the Municipal requirements.
- No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in (28)writing of the Municipal Commissioner for Grenter Mumbai, as required in Section 381-A of the Municipal (29)Corporation Act.
- All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrough? iron plates or hinges. The manholes of all jisterns shall be covered with a properly fitting mosquito proorhinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on hightly serving the purpose of a lock and the warning pripes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfictions each not exceeding 1.5 mm, in diameter the cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed and permanently a upper ends of the ladder should be earmarked and extended 40 cms. above the top where an its lower ends in cement concrete blocks.
- No broken bottles should be fixed over boundary walls. This prohibition refers only to b the use of plane glass for coping over compound wall,
- (a) Louvres should be provided as required by Bye-law No. 5 (b). (32)
  - (b) Lintels or Arches should be provided over Door and Window opening.
  - (c) The drains should be laid as require under Section 234-1 (a).
  - (d) The inspection chamber should be plastered inside and outside.

If the proposed aditional is intended to be carried out on old foundations and structures, you will do so at your own risk.

COPY TO AREHITECT

### ANNEXURE "2"

# MUNICIPAL CORPORATION OF GREATER MUMBAL CE / 9374 / WS / AK of G MAR 2010]

ri B.S. Joshi,
rchitect,
-Wing, Gr. flr.,
rade Star, Next to Kohnoor
ontinental Hotel,
ndheri-Kurla Road, Andheri (E),
lumbai – 400 059.

Ex. Engineer Bldg. Proposal (W.S H and K William Muncipal Office, R. K. Patkar Marg, Bandra (West), Mumbai - 400 050.

Sub:- Proposed residential bldg. on plot bearing new CTS No.9B/1 of village Oshiwara in K/West Ward.

ir.

### Ref: Your letter dated

There is no objection to your carrying out the work as per amended plans submitted by you vide are letter under reference for which competent authority has accorded sanction, subject to the following onditions:

- 1) All the objections of this office I.O.D. under even no. dated 110/08 shall be applicable and should be complied with.
- 2) The changes proposed shall be shown on the canvas mounted plans to be submitted at the time of B.C.C.
- 3) That every part of the building constructed and more particularly overhead water tank will be provided with proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 4) That the infrastructural works, such as; construction of hand holes / panholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall be provided.
- 5) That the regulation No.45 and 46 of D.C.Reg.1991 shall be complied with.
- 6) That the letter box shall be provided at the ground floor for all the tenements.
- That the owner/developer shall not hand over the possession to the prospective obtaining occupation permission.
- 8) That no main beam in R.C.C. framed structure shall be less than 230 mm. wide. The columns shall also be governed as per the applicable I.S. Codes.
- 9) That all the cantilevers [projections] shall be designed for five times the load as per I.S. code 1993-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 10) That the R.C.C. framed structures, the external walls shall not be less than 230 mm, if in brick

= 9 MAR 2010

- 11) That the revised R.C.C. drawing/designs, calculations shall be submitted through Licensed Structural Engineer.
- 12) That the condition of revised bye-law 4[c] shall be complied with.
- 13) That the Janata Insurance Policy or policy to cover the compensation claims arising out of workman's compensation Act 1923 will be taken out before starting the work and also will be renewed during the construction work.
- 14) That the testing of building material to be used on the subject work shall not be done and results of the same will not be submitted periodically.
- 15) That the quality control for building work /for structural work / supervision of the work shall not be done and certificate to that effect shall not be submitted periodically in proforma.
- 16) That the registered undertaking for not misusing the A.H.U., elevation features, higher height of stilt, podium, fitness centre, health club, basement, refuge floor shall be submitted.
- 17) That the N.O.C. from Civil Aviation shall be submitted.
- 18) That the NOC from H.E. shall be submitted.
- 19)That all the payments shall be made.

One set of plans in token of approval is enclosed herewith.

Yours faithfully,

Sd! ~

Executive Engineer (Building Proposal)

Western Suburbs (K Ward)

py to W Owner Shri Shahid I.A. Khan

Assistant Commissioner., K/West Ward.
 Forwarded for information please

A.E.W.W., K/Wes Vice Edge

q. 29-10

E.E.B.P.(W.S.) K Ward

बदर-४/ 2-868 (Q) २०१२

#### MUNICIPAL CORPORATION OF GREATER MUMBAI FORM 'A'

## MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/ 9374

BSII/WS/AH/AK of

配4 JUN 2009

CONVIATION		X4.E	_		
To, Shinj. Shahid IA-Kheso Clauses		क सीछ हा	9./6.6. te ovision of d kappen	Talama :	- GLERO
Sir,					

With reference to your application No. 20% dated 21/05/08 for Development Permission and grant of Commencement Certificate under Section 44 & 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.

CTS NOTOPOLO PLOPIES 18 To the development work of Poch bldg. at premises at Street. village OGhiwara ....plot No. situated at Archon (a) in 1-1000 Ward

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

- 1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
- That no new building or part there of shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
- 3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
  - 4. This permission does not entitle you to develop land which does not 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 bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
  - This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
    - (a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
    - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
    - (c) The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out to dear Jopment work in contravention of Section 42 of 45 of the Maharashtra Region in the Town Town

Authority under Section 45 of the said Act.

This CC is valid upto. 2013 164 2016

this Commencement certificate is for al-of his 

For and on behalf of Local Authority The Municipal Corporation of Greater Mumbai 9V/2018/16/09

Executive Eng. Building Proposals (Western, Subs.) 'IAEast,-IAWest' & 'K/East, 'K/West'/Wards'

1.7 FOR MUNICIPAL CORPORATION OF GREATER MUMBA!

> बसर-४/ Q2

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Valid up to 3/6/20/0 I TDEC 2000.

CE/ 9374 /BSH/WS/AK or

Further C. C. is now extended work top of striptoor 1/12, forf/upto 20.45 mb. height. AGL on pol A.A.P. 2/2.1/10/2008.

Walsh 1/1/12/09

E.E.E.P. (WS) K Ward

Valid up to 3/06/2010 22 MAR 2010

CE/ 9374 BSM/WS/AK of Technological Lemended up to top whom flow them for super 1c-36/10 mm height. Act as per approved plands. 9/03/10.

E.E.B.P. (WS) K Ward

Valid up to 3/6/2012

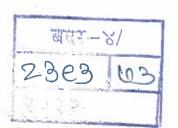
CE/9374 /BSH/WS/AK of 19 SEP 2011

Further C. C. is now extended up to top of 20th th. PLINRTONT.

Le fer/up to 65.10 mt height: on per A.P. 812. 6/8/2011.

E.E.B.P. MINISTER A.





# AMMEXURE "4"

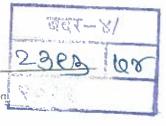


#### Report On Title

- Re: Portions of the properties, bearing C.T.S. Nos. 9, 10, 13 and 15 admeasuring 3,771 square meters of Village Oshiwara, Taluka Andheri, Mumbai Suburban District.
- At the request of M/s. Micro Ankur Developers ("Micro"), a partnership firm registered under the provisions of the Indian Partnership Act, 1932 having its principal place of business at 303. Galaxy Areade, 10, M. G. Rod, Vile Parle (East), Mumbai 400-057, we have inquired into its right to develop the said property (heremafter defined) and construct building thereon and self-the premises therein
- 2 We have perused the papers and documents made available to us.
- On perusal of documents and information given on enquiries, we hereunder setout our understanding of Micro's right to develop the said property, construct building thereon and sell the premises therein:
  - (i) The Maharashtra Housing and Area Development Authority ("MHADA") is the owner of:
    - (a) a plot of land bearing CTS No.10 situated at Village Oshiwara, Tatuka Andheri, Mumbai Suburban District and more particularly described in the First Schedule hereunder written (hereinafter referred to as the "first property"), and
    - (b) another plot of fand bearing Survey No.33 (part), Hissa No.8 (part), CTS No. 9 (part), admeasuring 1,802.3 square meters situated at Village Oshiwara, Taluka Andheri, Mumbai Suburban District and more particularly described in the Second Schedule hereunder written (hereinafter referred to as the "second property");







The first property and the second property are adjacent to each other.
 Government of Maharashtra / MHADA had afforted the first property to
 Pradityapuri Co-operative Housing Society (Proposed);

(iii) Government of Maharashtra / MHADA by an order dated 21<sup>st</sup> September 2004 cancelled the allotment of the first property in tavour of the said Pradbyapuri Co-operative Housing Society (Proposed) and agreed to grant Development Rights in respect thereof to Mr. Shahid I. A. Khan ("Shahid Khan");

(iv) By a Memorandum of Understanding dated 30th October 2004 entered into / executed by and amongst MHADA of the first part and Shahid Khan of the second part and Pradhyapuri Co-operative Flousing Society (Proposed) through its Chief Promoter of the third part, MHADA granted development rights in respect of the first property and the second property to Shahid Khan on the terms and conditions therein contained:

(v) By another order dated 26th October, 2004 bearing No.1104 IRI355 / GNB Government of Maharashtra / MHADA granted development rights to Shahid Khan in respect of plots of land bearing CTS Nos.13 and 15 of Village Oshiwara, Taluka Andheri, Mumbai Suburban District on the terms and conditions therein contained and is more particularly described in the Third Schedule hereunder written and shall hereafter be referred to as the "third property":

(vi) In these circumstances Shahid Khan inter-alia became entitled to the development rights in respect of the first property, the second property and the third property;

(vii) There were f are structures on a portion of the first property, the second property and the third properties and same were f are occupied by the occupant;

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- (viii) By a Joint Development Agreement dated 26<sup>th</sup> February, 2007 executed by and between Shahid Khan of the one part and Micro of the other part and registered with the Sub-Registrar of Assurances at Andherr under serial No. 1865/2007 dated 26<sup>th</sup> February, 2007, a portion admeasuring 3,371.49 square ineters out of the first property, the second property and the third property has been agreed to be to be developed by Micron on the terms and conditions contained in the orders dated 24<sup>th</sup> August, 2004 and 21<sup>st</sup> September, 2004 and Memorandum of Understanding dated 30<sup>th</sup> October, 2004. The said portion admeasuring 3,771 square meters out of the out of the first property, the second property and the third property, is more particularly described in the Fourth Schedule hereunder written and shall hereafter be referred to as the "said property"
- In these circumstances, and subject to what is stated hereinabove, and subject to the terms and condition of the said Joint Development Agreement dated 26th February, 2007, and subject to the plans for constructions of the buildingts) on the said property being sanctioned by the concerned authority, we are of the view that Miero is entitled to develop the said property, construct buildings thereon and self the premises therein.

## The First Schedule Above Referred To

ALL: THAT pieces and parcel of land bearing CTS No. 10 situated at Village Osl Taluka Andheri, Mumbai Suburban District and bounded as follows:

On of towards the North

CTS No. 9

On or towards the South

DP Road

On or towards the East

CTS Nos. 13 and 15

On or towards the West

CTS No. 9 (part)

The Second Schedule Above Referred To

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Portion of the plot of land bearing Survey No.33, Hissa No.8, CTS No. 9, admeasuring 1802.3 square meters, situated at Village Oshiwara, Taluka Andheri, Mumbai Suburban District and bounded as follows:

On of towards the North

CTS No. 9

On or towards the South

CTS No. 10

On or towards the East

CTS No. 15

On or towards the West

CTS No. 1 (part)

## The Third Schedule Above Referred To

ALL THAT piece and parcel of lands bearing CTS Nos.13 and 15 of Village Oshiwara, Faluka Andheri, Mumbai Suburban District and bounded as follows, that is to say:

On of towards the North

CTS No. 9 (part)

On or towards the South

CTS No. 13

On or towards the East

CTS No. 16

On or towards the West

CTS No. 9 (part)

The Fourth Schedule Above Referred To

Portions of the properties, bearing C.T.S. Nos. 9, 10, 13 and 15 admeasuring 3,771 square meters of Village Oshiwara, Taluka Andheri, Mumbai Suburban District

Dated this 27th day of March, 2009

Section Legent

Partner

Advocates and Solicitors

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PROPERTURE TO PROPERTU

# MICRO ANKUR DEVELOPERS

Annexure 5

17th August, 2009

To,

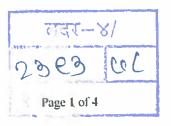
#### Mrs. Serina Brine Rodricks

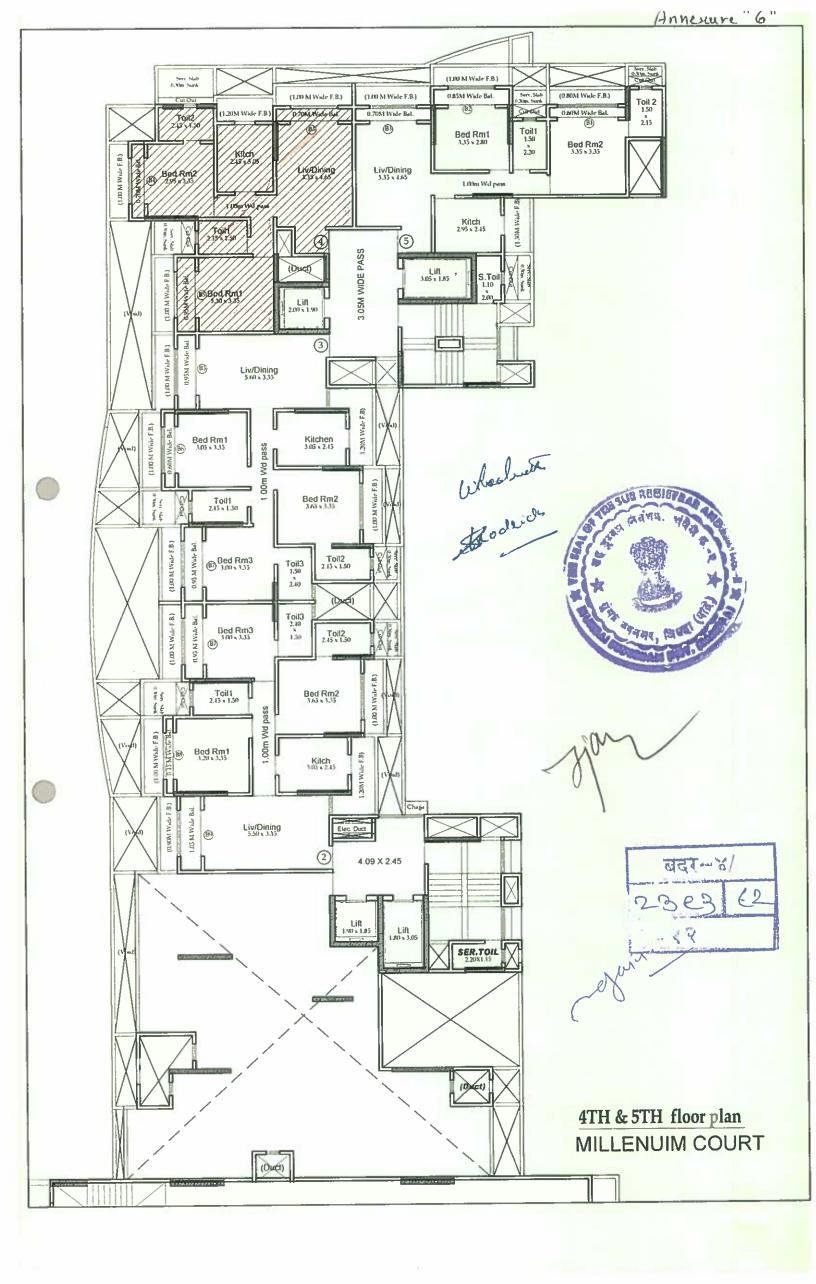
302, New Om Jalaram darshan Chs.Ltd. Church Road, Bhayandar (West), Dist. Thane-401101.

RE: Flat No. 504 on the 05<sup>th</sup> Floor admeasuring approximately 1250 Sq. feet saleable area in the building "Millennium Court" situate on land bearing Survey No. 33, Hissa No.8, CTS No.9, 10, 13 and 15 situated at Village Oshiwara, Taluka Andheri, Mumbai

#### This is to record as under:-

- 1. We are well and sufficiently entitled to develop the above land and are in the process of constructing a Building in accordance with the plans sanctioned by the Municipal Corporation of Greater Mumbai ("MCGM"). The said Building will consist of basement/stilt /Podium and upper floors or such floors as may be approved. We propose to allot, sell flats and parking spaces in the Building on "ownership basis".
- 2. After mutual discussions, inspection of plans and documents, you have expressed your intention to acquire from us, a flat on ownership basis and you have requested us to earmark in your favour a unit admeasuring 1250 sq. ft. saleable area, being Flat No.504 on the 05<sup>th</sup> floor, for the lumpsum consideration of Rs.59,37,500/- (Rupees Fifty Nine Lacs Thirty Seven Thousand Five Hundred Only). For earmarking of the said flat you have deposited with us a sum of Rs. 2,50,000/-(Rupees Two Lacs Fifty Thousand Only) on signing of this Letter of Allotment. The details of the payment of Rs. 2,50,000/-(Rupees Two Lacs Fifty Thousand Only) are as follows:







# Bassein Catholic Co-op. Bank Ltd.

(Scheduled Bank)

Fax No.

Date:

Head Office

Catholic Bank Building,

Papdy, Tal. Vasai, Dist. Thane (M.S.) - 401 207, Telephone No.: 0250-2322053, 2322449,

2323449.2327676

: 2322511, 2326996

Website: www.bccb.co.in E-mail:ho@bccb.co.in

21.10.2011

BCC/HO/MFR//94-1748

Ref. No.:

To. Mr.Wigbert Stanley Rodricks B/702, Hamirmal Tower Chs Ltd., Station Road, Bhayander-West.

Dear Sir,

Re:- Your application for Term Loan of Rs.45.00 lacs for purchase of flat (Housing)

We are pleased to inform you that your loan application dated 18.10.2011 for Rs.45.00 Lacs is sanctioned on the following terms and conditions.

1. Limit Sanctioned

**ts.45.00** Lacs.

2. Type of Loan

Term Loan.

3. i) Rate of Interest :-12% with monthly rest and/or as directed by R.B.I.from time to time. (Rate of interest prevalling on the date of first disbursement shall be applicable. However, rate of interest is liable to be revised as per Bank's policy or as directed by RBI from time to ime.)

ii) Penal rate of interest:- 2 % with monthly rest and/or as directed by R.B.L.from time to time.(on overdue amount).

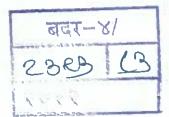
4. Repayment:

Repayable in 1774 Equated monthly instalments (EMI) of Rs.54,675/- each 1 from Si7 month after first disbursement. Interest is included in the EMI which is alculated on reducing balance. However EMI does not include insurance premium and other carries which you will have to pay separately. PRE-EMI interest is to be paid at the time of loan. disbursement only.Additional charge due to irregular repayment, such additional interest, penale interest, notice fee etc. and insurance charges etc. are payable and when debited to loan account and if not paid such amount will be recovered on extra instalment.

Flat No.5.04.adm.1250 sq.ft.on the 5th Floor, in the bldg.known as 5.Security:-10,13 Se S.No.33,H.No.8,CTS Court',in "Millennium Oshiwara,Andheri,Mumbai.

## 6. Security Documents :-

- D.P.Note for Rs.45.00 Lacs
- Letter of continuing security. 2.
- Letter of lien and set off. 3.
- Agreement of loan.
- Instalment letter. 5.
- Mortgage Deed of flat.
- Letter of non encumbrance (Regarding Mortgage) 7.
- Undertaking regarding insurance. 8.
- Letter of Guarantee signed by guarantors.
- Disbursement letter.







# Bassein Catholic Co-op. Bank Ltd.

(Scheduled Bank)

Fax No.

Estd - 1918

Ref.

Head Office

Catholic Bank Building, Papdy, Tal. Vasai,

Dist. Thane (M.S.) - 401 207,

- Telephone No.: 0250-2322053, 2322449,

2323449.2327676

: 2322511, 2326996

Website: www.bccb.co.in E-mail: ho@bccb.co.in

			Date :
No.:_			1- of Pullder/Society prior to disbursemen
	7	Bank's charge to be noted in the records	18 01 Dunden Society Ivitor to and
		D	

8. The loan will be guaranted by:

1) Mr.Brine Stanley Rodricks.

2) Mrs. Serena Brine Rodricks.
3) Nrs. Suhma wither Rodricks

Insurance policy of the flat to be obtained to secure the loan.

10. You are required to pay your remaining contribution to the Builder/existing owner and produce the stamped receipt for the same. The amount of loan will be directly disbursed to the Builder/Owner of the flat by cheque as per agreement and progress of the work and you have to produce the receipt of the same.

11. Inspection: Whenever required. (Please note that inspection charges, if any will be debited to your account.)

- 12. You have to purchase shares of the bank to the extent of Rs.100/-
- 13. You have to pay processing charges of Rs.27,000/-

14. Please note that the Loan amount should be utilized for the purpose for which it has been sanctioned ,and you are prohibited from using it for any other purpose. If it is observed that the funds are utilized for any other purpose the Bank has a right to take appropriate action /call back the advance immediately.

Please contact our Bhayander Branch and complete all the above formalities to enable them to disburse the loan sanctioned to you.

Thanking you.

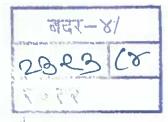
or Hiner ! P. Hallah

111

Yours faithfully.

eneral Manager.





From:

Mrs. Serina Brine Rodricks
302, NewOm Jalaram Darshan CHS Ltd.
Church Road, Bhayander (W.)
Dist. Thane - 401 101.

Date: 27/02/2012

To,

# KAMALA LANDMARC GROUP

Terminal 9, Nehru Road, Vile Parle (E.), Mumbai - 99.

Sub.: No Objection.

Sir,

I the undersigned hereby state that I have no objection if the flat no. 504 on 5th floor, in the building Millennium Court, Situated at Land bearing Survey No.33, Hissa No.8, CTS NO. 9, 10, 13 and 15 Village Oshiwara, Taluka - Andheri, Mumbai, alloted to me vide allotment letter dated 17/08/2009 is transfered and registered in the name of Mr. Wigbert Stanley Rodricks & Mrs. Sushma Wigbert Rodricks, 702, Hamirmal Tower CHS. Ltd., Station Road, Bhayander (w.) Dist. Thane - 401 101.

Sodricks)
(Mrs. Serina Brine Rodricks)

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बसर-४/ 2363 (८५



# Bassein Catholic Co-op. Bank Ltd.

(Scheduled Bank)

Estd - 1918

BHAYANDER (W) BRANCH

'ROSE-BEN ENCLAVE', 1<sup>ST</sup> FLOOR, STATION ROAD, BHAYANDER (W) - 401 101. Telephone No.: 28190273, 28149595

Telebanking: 28190276

Fax No. : 2322511, 2326996 Website : www.bccb.co.in

E-mail : bccb.co.in

Ref. No.: \_\_\_\_\_ Date :\_\_\_\_

To M/s Micro Ankur Developers Shanti-Vimal, ground floor, Pherozshah Mehta Road, Vile Parle (East) Mumbai 400 057

Date: 09.03,2012

Dear Sir/ Madam,

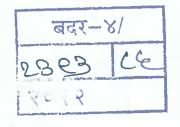
We have no objection if flat no. 504, on the 5<sup>th</sup> floor, in the building Millenium Court, Situated at Land bearing survey No.33, Hissa No.8, CTS No.9,10,13 and 15 Village Oshiwara, taluka – Andheri, Mumbai is registered in the name of Mr. Wigbert Stanley Rodricks & Mrs. Sushma Wigbert Rodricks, 702, Hamirmal Tower CHS Ltd, station Road, Bhayander (W), Dist- Thane 401101.

Manager

Blayander Branch



Head Office : Catholic Bank Building, Papdy, Vasai · 401 207, Dist. : Thane (m.s.) ● Tel. : 2322053 ● 2322449 ● 2323449 (Vasai Exchange)
मुख्य कार्यालयः कॅथॉलिक बँक बिल्डोंग, पापडी, वसई-४०१२०७, जि.:ठाणे (म.रा.) दूरघ्विन:२३२२०५३●२३२४४९●२३२३४४९ (वसई एक्सचेंज).

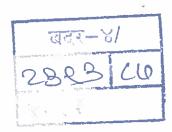


## Annexure "10"

#### Rules and Regulations

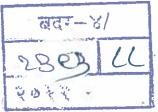
The Flat Purchaser/s is bound to observe the following Rules and Regulations very strictly to avoid any damage to the Structure as well as to protect and prevent any misuse of the services provided to the building and also to maintain the elevation of the building.

- He/She/They he shall not alter/add any architectural/structural designs or alter the external appearance of the premises as such act will be considered as illegal and liable for action in law.
- 2. He/She/They shall not fabricate/install any type of grills (S.S./RCC, M.S.) on the windows in outside elevation. Window grill if installed in the premises should be as per the approved design of Architect of the Builder in order to maintain the uniform nature and it should be fixed only from inside window.
- Not to fabricate/install any kind of bracket for drying clothes on the outer side of the flats or windows of the premises.
- 4. Not to fabricate/install any kind of bracket for plants including plant pots or planters of any nature outside the doors or windows of the premises.
- Not to alter or modify the colour of the staircase area and exterior painting.
- 6. Not to make any structural modification inside the flat and/or shown not touch any structural member (RCC columns & beams). If anybody doing so will be responsible for any damages to the whole structural and rectification of the same and also strict action will be taken against such flat owner as available including criminal prosecution.
- Not to alter or modify any external plumbing work done in the premises i.e. GI pipe connections, CI sewerage pipe, PVC pipe etc.
- 8. At all times leaking taps should be immediately repaired and all taps to be kept closed when not in use to avoid wastage of water, otherwise penalty of Rs.50,000/- minimum in additional to criminal prosecution will be charged to the concerned person.



- 9. Spitting is strictly prohibited in any area of the entire building and compound.
- Not to alter or construct on the parking space allotted to.
- 11. Not to change the location of the toilet and kitchen and not to construct any additional toilet /kitchen in the flat.
- 12. Finishing work done in the lobby, common areas, staircase area and passages should not be modified/altered.
- 13. Water proofing of toilets and kitchen sink area not be disturbed. If any body desire to make any modification or alternation in the flat same can be done only on experts consent and permission of the Builder or guarantee in writing that they will take the responsibility to rectify if there is any leakage in future and they will be responsible for any damage and consequences to the premises due to such alterations.
- 14. Not to construct any additional walls on the floors.
- 15. Split unit of air conditioner should be placed within the alignment of provision provided for window a/c. and also provide adequate measures to avoid water dripping there from.
- 16. Not to construct mezzanine floors or lofts in any rooms of the flat.
- 17. Common servant toilets provided on each floor staircase midlandings are to be used/maintained and kept clean by the respective floor flat owners.
- 18. Changing the type/shape of windows or window frames or making the windows bigger or smaller is not permissible.
- 19. It is the responsibility of the flat owners to ensure safety and security of their belongings while moving/shifting into the flat and they further have to ensure that no damage whatsoever will be caused to the lift, lobby and staircase finishing work done. If any damage caused due to material dumping or while shifting or found, same be rectified immediately at your own cost otherwise a penalty alongwith actual cost of rectification will be debited to them.
- 20. Common area are not allowed to be used other than the purpose for its specified.
- 21. If Flat Owner desire to appoint any Interior Contractor/Painting Contractor for further finishing work in flat, prior intimation to Builder in writing about their working schedule including total nos. of persons

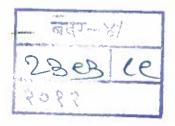




allowed to work in the flat so that they can inform the same to the Security Department in advance for their identification and access to the premises. Without prior permission, security department will not allow them to enter in the premises.

- 22. No kind of ball game e.g. Cricket, Football, Hockey etc. are allowed within the building premises/podium/car park area other than play area.
- 23. During the renovation work of flat stocking material and collecting debris outside the flat is strictly prohibited specially in passage, lift lobby area, staircase area, etc. or anywhere in the building and compound other than the specified place on ground floor.
- 24. Nothing is permitted to be fixed in any of the plumbing ducts and void ducts of the building.
- 25. Decoration lights are not permitted on the Building Elevation or any common areas in the whole building.
- 26. Lift will not be allowed to use for lifting sand, cement, stone, Labourers etc. which will damage the lift as well as other finishing. If anybody doing so will be liable for penalty to ensure that no other people will repeat the same mistake.
- 27. Loose debris will not be allowed to be taken through the lifts, or collected on lobby area, common area, refuge area etc. Debris will remain in the flat till you directly bring to the designated dumping area as directed by the maintenance incharge/Security incharge available at site and it should be removed out of the building premistry within 24 hours.
- 28. All flat owners will allow the maintenance people to do le maintenance and other common services to the building as and required.

The Flat Holder will strictly adhere to the rules mentioned above and maintain each of the amenities provided in the building. If any one violates the above mentioned rules, he/she/they will be liable for the losses and will be held responsible for consequences thereof inclusive of criminal prosecution in addition to monetary compensation. Further the person violating the rule will immediately be fined a sum of Rs.3,00,000/- (Rupees Three Lacs Only).



# ANNEXURE "11" Millennium Court

## **List of Amenities**

#### Flooring

Vitrified Tiles 2'  $\times$  2' with 4" skirting for Bedroom, Hall and Kitchen Anti-skid Tiles for Bathrooms and Decks

#### **Bathroom**

Designer Ceramic Wall Tiles

Instant geyser

Hot and Cold-water mixer

Clearly demarcated Shower area

C. P. Fittings and Fixtures

Sanitary ware

#### Kitchen

Piped gas connection

Stainless steel sink

Ceramic tiles above the platform

Granite Platform

Exhaust Fan

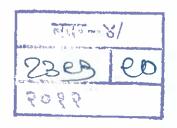
Water purifier

## Electrical Fittings

Concealed Copper Wiring
Switches and switchboards

Fittings & Fixtures





#### Doors & Windows

Polished Teakwood Doors with laminate/veneer fitted with night latch and Godrej lock

Video door phone

Anodized Aluminum Sliding windows with mosquito net

Granite moulding window frames.

Polished teakwood moulding doorframes

#### General Amenities

Exterior Rubber Paint

Interior Oil Bond Distemper

Common Cable Antenna

Internet Cable Connection

Intercom system

Video door phone security system

Lavishly designed and decorated Entrance Lobby and Lift Lobbies

Granite/Marble flooring for staircase and passages

Two Elevators in each Wing

Fully equipped Gymnasium

Steam & Sauna

Club House/Party Hall

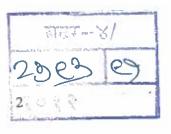
Landscaped Garden with sitting area and children's play area

Swimming Pool

Jogging Track

Three Levels of Car Parking Space





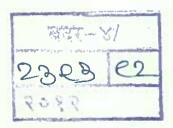
# घोषणापत्र

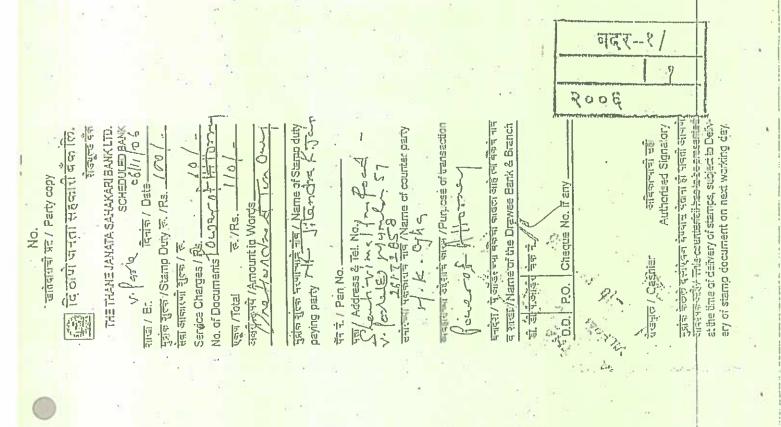
मा विकास किया किया मार्च कार्यात कार्

26/03/12

कृतपृष्ठेत्याक्ती वारकाचे नाव







## POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COMMR. JITENDRA R. JAIN having my address at Ground Shanti Vimal, Pherozshah Mehta Road, Vile Parle (East), Muli

190.057, SEND GREETINGS:

Mhereas I the required to sign various documents in my individual capacity, partnership and director in which I am interested;

And White as some of the documents are required to be lodged for The Sub-Registrar of Assurances at Brinder Bandra and/or Thane and I am required to altend before the Sub-Registrar and admit execution thereof;

AND WHEREAS being personally unable to attend before the Subregistrar of Assurances at Bombay and/or Bandra and Thanesto lodge such documents and admit execution thereof, I am desirous One Hundred Only,

fo Branch Nishwenich Shaven
of P.M.Roed & Rehtti Roed

T.

of appoint some fit and proper person to represent me for the purpose hereinafter set forth.

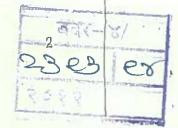
NOW KNOW YE AND THESE PRESENTS WITNESS that I, MIR. JITENDRA R. JAIN do hereby nominate constitute and appoint SHRI. BASAVARAJ S. MAGI having his address at A/3/49 Pratiksha Nagar, Sion Koliwada, Sion, Mumbai 400 022, to be my true and lawful attorney in my name, on my behalf and for me to do the following acts, deeds matters and things as mentioned hereinafter.

I. To lodge all the deeds, documents, agreements, writings and contracts of any nature whatsoever executed by me whether in my individual capacity or as a partner of any Firm or as a Director of any Private Ltd. Company before the Sub-Registrar of Assurances at Bandra, Bombay or Thane and/or attend before Sub-registrar of Assurances and admit execution thereof.

To present such documents, deeds agreements, writings and contracts for registration and to admit the execution of the same before the Sub-Registrar, or Registrar and to have the same registered and to receive back duly registered document or documents and give valid receipts and discharges therefore and to do all acts, due and things which my said attorney shall consider necessary for registering the said Documents, Deed in all respects and I could do the same if I am personally present.

To do all other acts and things that may be necessary or incidental to the registration of such deeds, documents, agreements, contracts and writings etc.







AND I hereby confirm and ratify all and what ever only said Attorney shall or purported to do cause to be done by virtue of these presents.

SIGNED AND DELIVERED

By the withinnamed

MR. JITENDRA R. JAIN

In the presence of .....

Specimen Signature of the Constituted attorney:-

Witness:

Shory

1.

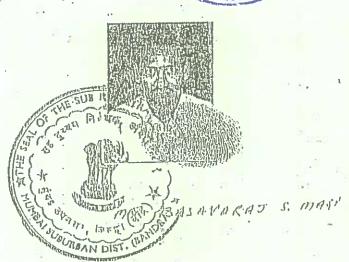
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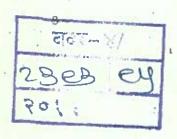
SHRI. BASAVARAJ S. MAGI

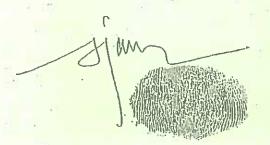
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तह, गुरुपम् निर्णयक अभेरी-१. क्षेत्री छपनगर जिल्हा,



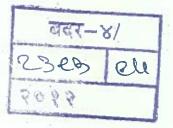
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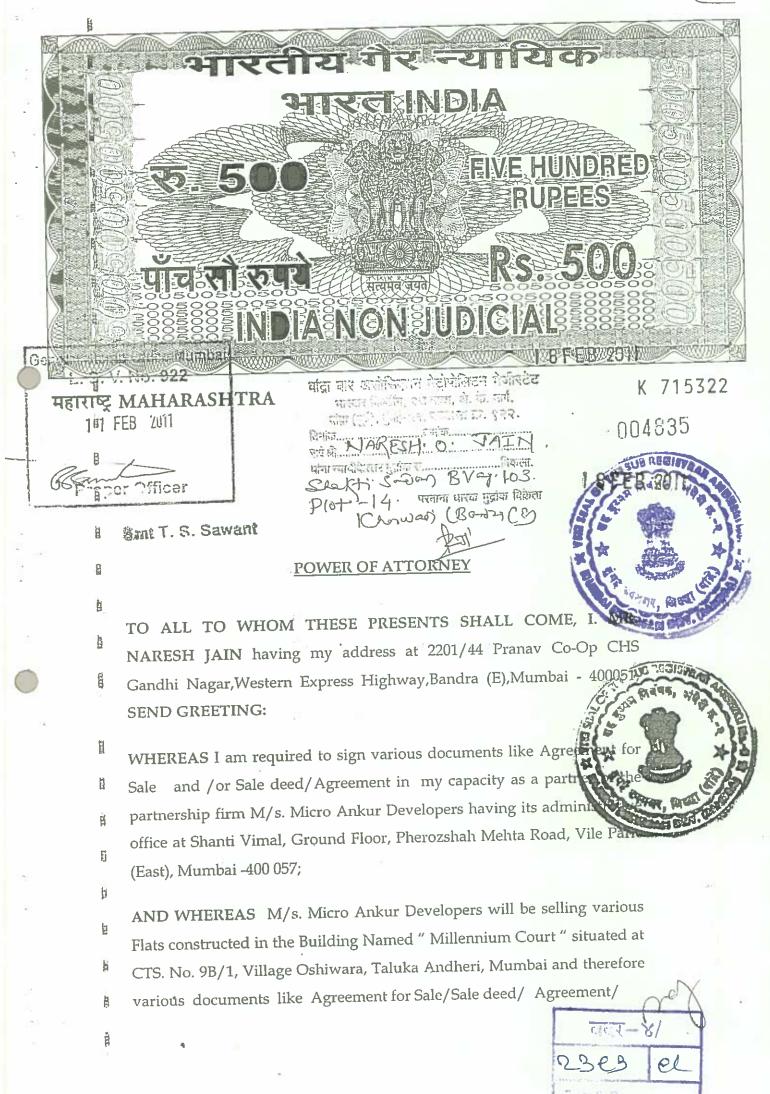
# घोषणापत्र

पाति स्मिन् स्मिन् स्मिन् सांचे कायालात स्मिन् या शिष्याचा रात मांदणीसाठी सादर करण्यात आला अहे. श्री निश्चा आधारे पी, सदर दस्त नांदणीस सादर केला आहे / निष्यादोत करून कवुलीजवाव दिला आहे. सदर कुलपुखत्यारपत्र लिहून देणार स्मिन आले नाही किंवा अन्य कोणत्याही कारणापुळे कुलपुखत्यारपत्र रह्मातल स्रलेले नाही. सदर केला सहा किंवा अन्य कोणत्याही कारणापुळे कुलपुखत्यारपत्र रह्मातल स्रलेले नाही. सदरचे कुलपुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास पी पूर्णतः सहप आहे. सदरचे कुलपुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास पी पूर्णतः सहप आहे. सदरचे कुलपुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास पी पूर्णतः सहप आहे. सदरचे कुलपुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास पी पूर्णतः सहप आहे. सदरचे कथन चुकीचे, आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलप ८२ अन्वये शिक्षत

20/03/99







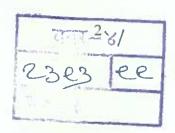
which shall be sign, executed by me will be required to be lodged for registration before the Sub-Registrar of Assurances at Bombay, Bandra and/or Andheri and I will be personally required to attend before the Sub-Registrar of Assurances and admit execution thereof;

AND WHEREAS I being personally unable to attend before the Sub-Registrar of Assurances at Mumbai and/or Bandra and/or Andheri to lodge such documents like Agreement for sale /Sale deed/Agreement and admit execution thereof in my capacity as partner of M/s. Micro Ankur Developers, I am desirous to appoint some fit and proper persons to represent me for the purpose hereinafter set forth.

NOW KNOW YE AND THESE PRESENTS WITNESS that I, MR. NARESH JAIN do hereby nominate constitute and appoint MANISHA DHANAVADE having his address at Room No.D 56 11/12, 'N' Patil Wadi, Khardeo Nagar, Ghatla, Chembur, Mumbai - 400 071 to be my true and lawful attorney in my name, on my behalf and for me to do the following acts, deeds matters and things as mentioned hereinafter.

- 1. To lodge all the Agreement for Sale / Agreement / Sale deed, any other documents, agreements, of any nature whatsoever which shall have the effect of transfer under Transfer of Property Act, executed by me in my capacity as a partner of M/s. Micro Ankur Developers before the Sub-Registrar of Assurances at Bandra, Mumbai or Andheri and/or attend before Sub-registrar of Assurances and admit execution there.
- 2. To present such Agreement for Sale / Agreement / Sale leed, any other documents, agreements for registration and to denit the execution of the same before the Sub-Registrar, or Registrar and to have the same registered and to receive back duly registered Agreement for Sale / Agreement / Sale deed, document or documents and give valid receipts and discharges therefore and to do all acts, deeds and things which my said attorney shall consider necessary for registering the said Agreement for Sale / Agreement / Sale deed / Documents,







Deeds in all respects and I could do the same if I am personally present.

- To do all other acts and things that may be necessary or 3. incidental to the registration of such Agreement for Sale /Agreement /Sale deed and/or Documents, deeds and writings etc.
- AND I hereby confirm and ratify all and whatever my said 4. Attorney shall or purported to do cause to be done by virtue of these presents.

IN WITNESS WHEREOF, I, MR. NARESH JAIN have hereunto set my hand at Bombay on this day of February, 2011.

SIGNED AND DELIVERED

By the withinnamed

IR. NARESH JAIN

the presence of .....

Specimen Signature of the Constituted attorney:-

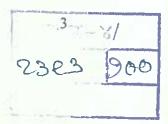




Witness:

Before me:







#### W CONSTRUCTION OF PURK अलानपुर देलीफोल जिपके लिसिटेड, सुंदाई

# MAHANAGAR TELEPHONE NIGAM LIMITED MUMBAI

टेलीफोन्ड,बिक प्रदुष्ट्य/Telephone Bill Foll-

प्रमोकत कार्यान्यः जीवन भारती, टावरः । , i 2 बीमजिलः 124, बनाटसकसः नई दिस्सी logd. Ollice : Jeavan Bharti, Tower ा 121, Floor, 124, Connaught Chrous New Delh

Name & Address : PinSr: 179 NARESH O JAIN

BLDG NO-44/2201 PRANAV CHS LTD GANDHI NAGAR NEAR MHADA BANDRA (WEST) MUMBAI 400051

SL: 00974750 नाम और पता : नरेश ओ जैन विल्डिंग सं-44/2201 प्रणव सीएचएस लि गांधी नगर म्ह्या के पास बांद्रा (पश्चिम) मुंबई 400051

01/01/2011 विल की अवधि Billing Period

से / to 31/01/2011

26430132

Due Date

अंतिम तारीख

03/03/2011

206029391710689135801002201100001131

देय राशि Amount Payat

1131.00

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10/01/2011 SID - ISD details: Call De Celled tel no 26 02194692277

of Payments received after last bill BillAmnt DueDate PaidDate 778.00 3F/01/2011 28/01/2011

Call dt End Time Durth Chrybl 25/01 113803 16 Totalion/STD/ISD Calls

: PaidAmnt 778.00

केंडिट र हैं

Current Charges Details Amount (Rs.) मासिक सेवा-शुत्क Monthly Service Charges 495:00 hirt gran Call Charges 530.00 बीइनेन्ड गारिक , Broadband Monthly Service Charges विषय उपयोग श्रीक Breedband विषय उपयोग श्रीक 0.00 0.00 मासिके शीर्धा ई Monthly CPE

Debits

CHINA, HONG KONG, SINGAPORE & THAILAND from your phone even without STD/ISD facility 0.00

0.00

Charges E0plmin to 71,20/min -as per Landline plan

0.00 Dial 1300 instead of 00 to ke ISD call to these countries

Hairi En @3%; Educational Cass @ 3 % देव व्हरीक (क मुनवान व्य व्यक्त एक पुनवन की जने बाती एकि विभार

Service Charges

HE AL @10% Service Jax @ 10%

Surchuge Amount Payable after Due Dale बाद देव ग्रनि

"Pixase ensure that your phone is not used for making unsolicited telemarketing calls or SMSs to avoid penalty / disconnection under UCC Regulation 2007."

nerated No signa is require

Your bill Online before Discount of 1 % on Visit http://mtm/nu/n "Discount already Subject to a main of Rs.250/-

# NUMBER WAHI. SPEED 3G.

Cheque / DD Should be drawn in favour of "MTNL MUMBAI"

MNP helpline Toll free: 1800 22 1503 | Email: mnp@mtnl.net.in

E'& O. E. MTNL MUMBAI SERVICE TAX REGN NO.: AAACMO828RST001

CONSOLIDATED STAMP DUTY PAID BY ORDER NO.PMS 2011/PKP/M1 DATED 15.01.2011

- Wider network coverage
- Bill transparency
- Low tariff

Join the MTNL network without Number change.

8GJADOO

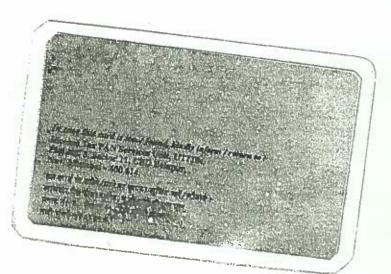
Mahanagar Telephone Nigam Limited, Mumbai. Detach and enclose this slip with your Payment.

2060293917

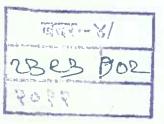
206029391710689135801002201100001131









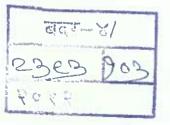








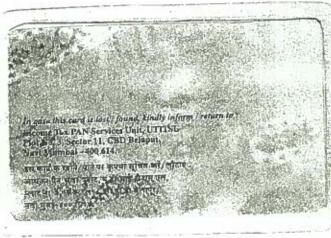




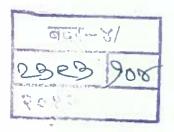


44/2201 Pranar CHIS. Bandra (E) Monte cei 53









1000 S -- 3 - 105/2008

एक-पारनामा लिहुन देणा-याची सही, फोटो व अंगठा मुखत्यारनामा लिहुन घेणा-याची सही, <u>फोटो व अंगठा</u>









> सहः दुष्यम निर्वेधक संपेरी-% (्रिश्चह उपनगर जिल्हा.

साक्षीदारांची सही, फोटो व अंगठा

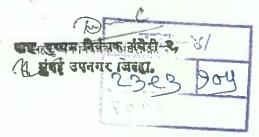
?) Awy

सदर नुखत्यारनामामध्ये एकुण

पाने असुन पान क्र.



ब्रार खाडाखांडी अस्ति / नहीत.



उत्तरास्त्र विमान INCOMETAX DEPARTMENT



MIGRO ANKUR DEVELOPERS







ं स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

AAOPR9116L नाग /NAME

WIGBERT STANLEY RODRICKS

पिता का नाम /FATHER'S NAME STANLEY JEROME RODRICKS

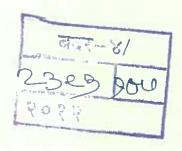
जन्म तिथि IDATE OF BIRTH

13-08-1962

हस्ताक्षर /SIGNATURE Westerda

आयकर आयुक्त-1, पुणे Commissioner of Income-tax I, Pun-





रथाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

AAOPR9112Q

नाम /NAME

SUSHMA WIGBERT RODRICKS

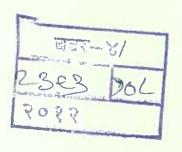
पिता का नाम /FATHER'S NAME RAJAN KANNAN NAIR

जन्म तिथि /DATE OF BIRTH

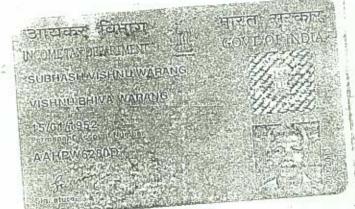
हस्ताक्षर /SIGNATURE Foodsoides

29-03-1972 श्रीमान्य आयुक्त-1 पुणे Commissioner of Income-tax I. Pune

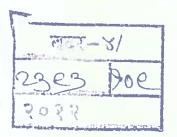












दस्त गोषवारा भाग-1

वदर4

दस्त क्र 2393/2012

999

12:16:57 pm

27/03/2012

दुय्यम निबंधकः अंधेरी 2 (अंधेरी)

2393/2012

दस्त क्रयांक : दस्ताचा प्रकार: करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

नावः विग्बटे स्टॅनली रॉड्रिक्स - AAOPR9116L - -पत्ताः घर/फ्लॅट नः 702, हमीरमल टॉवर को ऑप हौ सोसा लि, स्टेशन रोड, भाईंदर प, ठाणे-101

गल्ली/रस्ता: -ईमा तोचे नावः -ईमारत नं: -पेव/वसाहतः -

वय सही

लिहून घेणार



नावः सुषमा विग्बर्ट रॉड्रिक्स - AAOPR9112Q - -2 पत्ताः घर/पूलॅट नं: यरिलप्रमाणे

गल्ली/रस्ता: -ईमारतीचे नावः ईमारत नं: --पेट/वसाहत: -शहर/गाव:-तालुका: -

पिन: -पॅन नचर: - सही Hodry

वय

लिहून घेणार



3 जैन तर्फे मुखत्यार बसवराज एस मगी-AANFM4634P

पत्ताः घर/फ़्लॅंट नं: शांती विमल, तळ मजला, पी एम रोड, विलेपार्ले पू मुं 57 गल्ही/रस्ता: -ईम

वय सही





नावः मे.मायक्रो अंकुर डेव्हलपर्स चे भागीदार नरेश जैन 4 तर्फे नुखत्यार मनिषा धनावडे -

पत्ताः घर/फ़्लॅट नं: वरिलप्रमाणे

गल्ली/रस्ताः -ईमारतीचे नावः -ईमारत नं: -पेव/वसाहत: -शहर/गाव:-

तालु

वय सही

लिहून देणार







# 

## दस्त गोषवारा भाग - 2

वदर4

दस्त क्रमांक (2393/2012)

दस्त क्र. [वदर4-2393-2012] चा गोषवारा

बाजार मुल्य :10911000 मोबदला 5937500 भरलेले मुद्रांक शुल्क : 528500

दस्त हजर केल्याचा दिनांक :27/03/2012 12:11 PM

निष्पादनाचा दिनांक : 26/03/2012 दस्त हजर करणा-याची सही:

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 27/03/2012 12:11 PM

शिक्का क्र. 2 ची वेळ : (फ़ी) 27/03/2012 12:15 PM शिक्का क्र. 3 ची वेळ : (कबुली) 27/03/2012 12:16 PM शिक्का क्र. 4 ची वेळ : (ओळख) 27/03/2012 12:16 PM

दम्। नोंद केल्याचा दिनांक : 27/03/2012 12:16 PM

पावती क्र.:2407

दिनांक:27/03/2012

पावतीचे वर्णन

नांव: विग्बर्ट स्टॅनली रॉड्रिक्स - AAOPR9116L -

30000 :नोंदणी फी

:नक्कल (अ. 11(1)), पृष्टांकनाची 2220

नक्कल (आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

एकत्रित फ़ी

32220: एकुण

MW दु. निबंधकाची होती, अंघेरी 2 (अंघेरी)

ओळख:

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

1) देवेंद्र गुप्ता- - ,घर/फ़्लॅट नं: -

गल्ली/रस्ताः ए-1/६, प्रतिक्षा नगर, सायन मु-22

ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहत: 🦩

शहर/गाव:--

तालुकाः -

पिन: -

2) सुभाष वारंग- - ,घर/फ़लॅट नं: -

गल्ली/रस्ता: वरिलप्रमाणे

ईमारतीचे नावः -

ईमारत नं:-

पेट/वसाहत:

शहर/गाव:-

तालुकाः -

पिनः -

ह. हुरुयम निर्मधक अधिरी-🗣 मुंषदे उपतगर जिल्हा.

निवंघकाची सही अंधेरी 2 (अंधेरी)

स्माणित करणेत येते की, या

नहें. दुष्यम निर्वधका अंधेरी क. ६ मुंबर उपनगर जिल्हा.



बदर-४/ २३८३ 12092 पुस्तक तस्यक १, क्रतांक .....वर 20/3/2012

निव्यक्ति, अधेशिक, २ ई उपनगर जिल्हा

दुय्यम निबंधक: अंधेरी 2 (अंधेरी)

Tuesday, March 27, 2012

दस्तक्रमांक व वर्ष: 2393/2012

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म. Regn. 63 m.e.

गावाचे नाव: ओशिवरा

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणा टेतो की पटटेदार ते नमूद करावे) मोबदला रू. 5,937,500.00 बा.भा. रू. 10,911,000.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) सिटिएस क्र.: 9 वर्णनः सदनिका क्र 504, 5वा मजला, मिलेनियम कोर्ट बिल्डिंग, ओशिवरा, अधेरी प मुंबई

(3)क्षेत्रफळ

(1)78.07 चौ मी बांधीव

(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
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता
- (1) मे. मायक्रो अंकुर डेव्हलपर्स चे भागीदार जितेंद्र आर जैन तर्फे मुखत्यार बसवराज एस मगी-AANFM4634P - -; घर/फ़लॅट नं: शांती विमल, तळ मजला, पी एम रोड, विलेपार्ले पू मुं 57; गल्ली/रस्ताः -; ईमारतीचे नावः -; ईमारत नं: -; पेठ/वसाहतः -; शहर/गावः --; तालुकाः -; पिन: -; पॅन नम्बर: -.
- (2) मे.मायक्रो अंकुर डेव्हलपर्स चे मागीदार नरेश जैन तर्फ मुखत्यार मनिवा धनावडे -; घर/फ़्लंट नं: वरिलप्रमाणे; गल्ली/रस्ताः -; ईमारतीचे नावः -; ईमारत नं: -; पेठ/वसाहतः -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (1) विग्बर्ट स्टॅनली रॉड्रिक्स AAOPR9116L -; घर/फ़्लॅट नं: 702, हमीरमल टॉवर को ऑप हौ सोसा लि, स्टेशन रोड, माईंदर प, ठाणे-101; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: -.
- (2) सुषमा विग्वर्ट रॉड्रिक्स AAOPR9112Q -; घर/फ़्लॅट नं: वरिलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: --; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर:

(7) दिनांक

करून दिल्याचा 26/03/2012

(8)

नॉदणीचा

27/03/2012

(9) अनुक्रमांक, खंड व पृष्ठ

2393 /2012

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क (11) बाजारभावाप्रमाणे नोंदणी

रू 528150.00 रू 30000.00

(12) शेरा

******	****	
Dated this	day of	2012
******	*****	*****

Micro Ankur Developers

....Developers

And

Mr. Wigbert Stanley Rodricks & Mrs. Sushma Wigbert Rodricks ....Purchaser/s

5:C3

AGREEMENT FOR SALE