

SALE AGREEMENT

(ORIGINAL CERTIFIED COPY)

BETWEEN

M/s. RAJYOG RESIDENCY (Builder)

AND

Property Owner

Mrs. Bhavna Ketan Nandu

Mr. Ketan H. Nandu

FLAT NO. 1204, 12TH FLOOR,
RAJYOG RESIDENCY CO-OP HSG. SOC. LTD..
GOREGAON (WEST), MUMBAI





दस्तावेजांक व वर्ष: 9555/2011

Monday, December 19, 2011

12:39:10 PM

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e.

गावाचे नाव : पी.एस.पहाडीगोरेगांव

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 7,300,000.00 वा.भा. रु. 10,031.021.00
- (2) भू-मापन, पोटहिरसा व धरक्रमांक (असल्यास) (1) सिटिएस क्र.: 288 वर्णन: सदनिका क्र 1204,12 वा मजला, ए विंग, राजयोग रेसिडन्सी, गोरेगाव प मुं
- (3) क्षेत्रफळ (1) 118.43 चौ मी बिल्टअप
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे/- राजयोग कन्स्ट्रक्शन चे भागीदार तेजस एच शाह तर्फे मुखत्यार राजकुमार सी नंदु - -; घर/फ्लॉट नं: 58, सिटी सेंटर, एस व्ही रोड, गोरेगाव प मुं 62; गल्ली/रस्ता: -; इमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AAEFR3742C.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) भावना केतन नंदु - -; घर/फ्लॉट नं: 10, देवराज निवास, 7 वा रस्ता, सांताक्रुझ पु मुं 55; गल्ली/रस्ता: -; इमारतीचे नाव: -; इमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: ADZPN2534Q.
(2) केतन एच नंदु - -; घर/फ्लॉट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; इमारतीचे नाव: -; इमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AASPN9637Q.
- (7) दिनांक करून दिल्याचा 09/12/2011
- (8) नोंदणीचा 19/12/2011
- (9) अनुक्रमांक, खंड व पृष्ठ 9555 /2011
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 484175.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेर



दिनांक 12/19/2011

प्लॉट नंबर - 288
मुंबई (उपनगर)
बांधीय

दर तक्त्यानुसार प्रति चौ. मीटर मुल्यदर
निवासी सदनिका 77,000
कार्यालय 114,100
दुकाने 141,000
औद्योगिक 77,000

प्लॉट क्षेत्र 118.43
सदनिकाचा वापर निवासी सदनिका
तळकतीचे वय 0 TO 2 (Rule 5)



1-आर सी सी आहे

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर * घसा-यानुसार
= 77,000.00 * 100.00 / 100
= 77,000.00

(Rule 5 or 8)

A) मुख्य मिळकतीचे मुल्य = घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर * मिळकतीचे क्षेत्र
= 77,000.00 * 118.43
= 10,031,021.00

* मजला निहाय घट/वाढ * 110.00 / 100

एकत्रित अंतिम मूल्य = मुख्य मिळकतीचे मुल्य + तळघराचे मूल्य + पोटमाळ्याचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य +
बंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य

$$\begin{aligned} &= A + B + C + D + E + F + G + H \\ &= 10,031,021.00 + 0.00 + 0.00 + 0.00 + 0.00 \\ &+ 0.00 + 0.00 + 0.00 + 0.00 \\ &= 10,031,021.00 \end{aligned}$$

बंदर-१२/
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THE BHARAT CO-OP. BANK (MUMBAI) LTD.
MULTI-STATE SCHEDULED BANK
Goregaon / Mulund Branch

Stamp duty paid Rs. 220873 (Customer's Copy)
Date 11/12/11

Payee Name and Address of Stamp duty Payee
Ketan H. Nandu & Bhavna Ketan Nandu
Block No. 10, 2nd Floor, Devraj Niwas,
7th Road, Santa Cruz (E),
Mumbai - 55
Mobile No.: 9821409586

Counter Party Name: THE BHARAT CO-OP. BANK (MUMBAI) LTD.
D.D. Drawn on: HDFC BANK LTD.
Rs. 4,85,360/-
Rupees in words: Four hundred and eighty five thousand three hundred and sixty only

Received Rs. _____
Purchaser Signature: _____
Franchising No. _____
Scroll No. _____



THIS AGREEMENT made at Mumbai this 9th day of December 2011 between **Messrs. RAJYOG CONSTRUCTION**, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at 58, Citi Centre, 288, S.V.Road, Goregaon, Mumbai 400 062 hereinafter for brevity's sake referred to as "the Builder" (which expression shall unless it be repugnant to the context or meaning thereof include its successors or successor and assigns) of the One Part AND Shri / Smt Bhavna Ketan Nandu & Ketan H. Nandu of Mumbai Indian inhabitant presently residing at Block No. 10, 2nd Floor Devraj Niwas, Near HDFC Bank, 7th Road Santa Cruz East Mumbai 40055 hereinafter for brevity's sake referred to as "the Purchaser", (which expression shall unless it be repugnant to the context or meaning thereof include his/her heirs, executors, administrators and permitted assigns) of the Other Part;

Bhavna Ketan
Bhavna Ketan

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WHEREAS:

- (a) By and under a duly stamped Deed of Conveyance dated 15th September 2001 and registered with the Sub-Registrar of Assurances, Mumbai under Serial No. BBJ/8781/2001, the Builder purchased on "as is, where is" basis as to the physical condition thereof from Messrs. Citicon their right, title and

Bhavna
Ketan

Authorised Signatory
RAM SUVARNA
Bharat Co-Operative Bank
(Mumbai) Ltd., Goregaon Branch,
"Sriyugli" Plot No. 11,
Samant Estate, Goregaon (East),
Mumbai-400 033
D-S/STP/1/PC/11/23/02/06/148-151

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MAHARASHTRA

interest in an immovable property consisting of land bearing C.T.S. No. 288 A, B, C and D all of Village Pahadi, Taluka Borivli together with the buildings and structures standing thereon hereinafter for brevity's sake referred to as "the said large immovable property";

- (b) By and under a duly stamped Deed of Conveyance dated 18th December 2001 and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BBJ/11656/2001, the Builder purchased from one Mrs Prabhavati Makandas Mehta her right, title and interest in land admeasuring approximately 1246 square metres bearing C.T.S. No.288 of Village Pahadi, Taluka Borivli together with the fully tenanted buildings named "Amrut Kunj" and "Padam Bhuvan" standing thereon which said plot of land forms part of the large immovable property described in recital (a);
- (c) By and under a duly stamped Deed of Conveyance dated 18th December 2001 and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BBJ/11655/2001, the Builder purchased from one Vinod Vrajlal Sarolia his right, title and interest in land admeasuring approximately 1597 square metres bearing C.T.S. No.288 of Village Pahadi, Taluka Borivli together with the fully tenanted building named "Purnima" standing thereon which said plot of land also forms part of the large immovable property described in recital (a);
- (d) By and under a duly stamped Deed of Conveyance dated 18th December 2001 and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BBJ/11657/2001, the Builder purchased from one Mrs Kusum Vrajlal Shah her right, title and interest in land admeasuring approximately 2252 square metres bearing C.T.S. No.288 of Village Pahadi, Taluka Borivli together with the fully tenanted buildings named "Laxmi Bhuvan" and "Chandra Bhuvan" standing thereon which said plot of land forms part of the large immovable property described in recital (a);
- (e) Thus, the Builder above named became the absolute owner of the said large immovable property but subject to the rights as hereunder mentioned: a more particular description of the said immovable property is set out in the First Schedule hereunder written;
- (f) The Purchaser is aware that portions of the said large immovable property have been developed by the predecessors in title of the Builder who have constructed thereon a building named "Hirnen" consisting of residential and commercial premises and in respect of which building a Co-operative



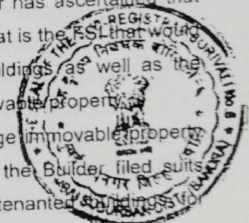
18/12/01	
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Society named Hirnen Co-operative Housing Society Limited has been formed; a building named "Kadambari" consisting of residential premises and in respect of which building a Co-operative Society named Kadambari Co-operative Housing Society Limited has been formed; a shopping / commercial complex named "Citi Centre" in respect of which building a Co-operative Society named Citi Centre Premises Co-operative Society Limited has been formed, another residential building named "Tulsi Tower" in respect of which building a Co-operative Society named Tulsi Tower Co-operative Housing Society Limited has been formed and a commercial building sold to and in the occupation of New India Co-operative Bank. In the construction of such buildings, the FSI of the large immovable property but excluding the area of land on which the tenanted buildings stand has been utilised as well as a portion / part of the TDR potential of the large immovable property have been utilised – the Builder has ascertained that there exists a potential to utilise the remaining FSI, that is the FSI that would be available on the demolition of the tenanted buildings as well as the balance unutilised TDRs in respect of the large immovable property;

(g) As mentioned herein above, portions of the said large immovable property are occupied by the aforesaid tenanted buildings; the Builder filed suits against the tenants and occupants of the said tenanted buildings for demolishing and reconstruction of such buildings and the suits have ultimately been compromised and the parties have filed Consent Terms where under in lieu of the respective tenant / occupant surrendering his tenancy in respect of the tenanted premises, the Builder (as the plaintiff) has undertaken to the Court to allot and hand over to such tenant / occupant as and by way of permanent alternate accommodation, free of charge, on what is commonly known as "ownership basis", residential premises in the redeveloped property;

(h) The Builder proposes to re-develop the tenanted buildings and other parts of the large immovable property in 2 or more phases by demolition of some or all the tenanted buildings standing thereon and constructing buildings in their place and stead as well as additional buildings including a Tower building for mechanical car-parking as may from time to time be desired by the Builder, the tentative location of such buildings is shown on the Block Plan "A" hereto annexed;



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- (i) The Builder has presently submitted building plans for the first phase of development to the Brihanmumbai Municipal Corporation (BMC) for its sanction for constructing a multi-storeyed building named "Rajyog Residency" consisting of 2 wings - Wing 'B' - for predominantly for accommodating the old tenants - to consist of stilts and two podium levels (for car-park) and 14 upper floors containing residential units; and Wing 'A' - for sale on ownership basis to persons of the choice of the Builder - to consist of stilts and two podium levels (for car-park) and 28 upper floors containing residential units including a Tower building for mechanical car-parking (as per revised / amended plans to be sanctioned by BMC). The Builder has obtained IOD dated 19.10.2006 bearing No. CHE/8605/BP(WS)/AP and Commencement Certificate dated 05.12.2006 bearing No. CHE/8605/BP(WS)/AP ; hereto annexed and marked "B" and "C" respectively are copies of the IOD and CC. The Builder has informed the Purchaser that in constructing the aforesaid building "Rajyog Residency", the Builder intends utilizing not only the unutilized FSI of the said large immovable property but also TDRs, obtained from elsewhere, for putting up construction on the said large immovable property described in the First Schedule hereunder written. The Builder has also informed the Purchaser that the Builder proposes to have puzzle parking, mechanical and stack / jack parking in addition to the parking at the podium.
- (j) In the first phase, the Builder proposed to and has demolished the tenanted buildings named "Laxmi Bhuvan" and "Padam Bhuvan" The Builder has informed and apprised the Purchaser of the above mentioned phased development of the Builder and the Purchaser has concurred in the Builder developing the land more particularly described in the First Schedule hereunder written in phases as aforesaid. This shall be considered to be the Purchaser's consent as required by law for the Builder developing and completing the development in phases as aforesaid;
- (k) The Builder has given to the Purchaser inspection of the original sanctioned plans as also of the Certificate of Title dated 27th April, 2007 issued by the Builder's Solicitors (a copy whereof is hereto annexed and marked 'D') (which the Purchaser doth hereby confirm);
- (l) Hereto annexed and marked 'E' is a copy of the P.R. Card of the said large immovable property;

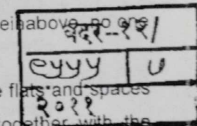
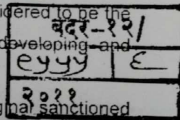
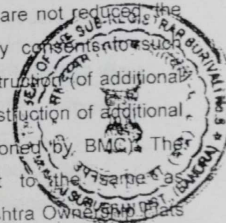
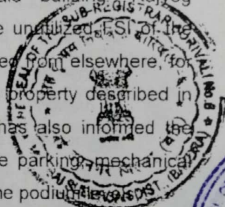
✓ Bhavna

✓ Kishor

- (m) As recited above, the Builder intends to utilise and shall be entitled to use TDRs (Transferable Development Rights) available under the Development Control Regulations, 1991 which the Builder may have in respect of other property, the Builder also intends to utilise and shall also be entitled to the benefit of and shall be entitled to utilise any increase in the FSI of the said large immovable property in putting up additional construction (including by way of additional floor/s as also additional buildings in keeping with the development outlined above) and the Builder shall be entitled to submit and obtain sanction of amended plans from the BMC and the Purchaser expressly consents to the Builder so submitting revised / amended plans;
- (n) It is expressly agreed, declared and confirmed that so long as the total area of the premises being taken by the Purchaser under this Agreement and specifications, amenities, fixtures and fittings thereof are not reduced, the Purchaser shall not raise any objection and hereby consents to such amendments in the Building plans and/or further construction of additional flats and floor/s to the said buildings and/or to the construction of additional buildings and/or structures, if permitted and sanctioned by BMC. The Purchaser hereby gives his/her express consent to the same as contemplated by Section 7(1) (i) or (ii) of the Maharashtra Ownership Flats Act, 1963;
- (o) The said immovable property described in the First Schedule hereunder written is free from encumbrances, charges and/or claims and except for the right of the Builder and of the other persons mentioned hereabove, the Purchaser has any right, title and/or interest in or over the same;
- (p) The Purchaser is aware that the Builders will be selling the flats and spaces in Wing 'A' on what is known as "Ownership basis" together with the exclusive right (as appurtenant to such residential flat) to use the covered/open car/two wheeler parking spaces and/or the terrace area if any appurtenant to such flat with a view ultimately that the owners of all the flats in the two Wings should form themselves into separate Co-operative Housing Societies duly registered under the Maharashtra Co-operative Societies Act 1960 (or ultimately become members of such Society/Societies) and upon all the owners of the flats (with or without the exclusive right to use, as appurtenant to the flat the car/two-wheeler parking spaces in the said buildings and in the compound thereof) paying in full all their respective dues, if any, payable to the Builder and strictly complying

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with all the terms and conditions of their respective agreements with the Builder (in a form similar to this Agreement) the Builder shall execute a Deed/s of Conveyance in favour of the Apex Society (of which all such Co-operative Housing Societies in the said large immovable property will be members) of the said large immovable property more particularly described in the First Schedule hereunder written and the said wing 'A' shall be conveyed in favour of the Society in which the purchasers of flats in wing "A" are members;

(q) The Purchaser has agreed to acquire from the Builders Flat No. 1204 on the 12th floor of Wing 'A' in the building "Rajyog Residency" (hereinafter referred to as "the said premises") with full notice of the terms and conditions and provisions contained in the documents referred to hereinabove and subject to the terms and conditions hereinafter contained.

NOW THESE PRESENTS WITNESS that it is hereby agreed between and between the parties as follows:-

- The Builders shall under normal conditions construct the building "Rajyog Residency", Wing 'A' as per building plans as may be sanctioned from time to time. The Builders agree that it shall be the liability of the Builders to construct the said building/s according to the plans and specifications approved by the BMC. If the F.S.I. in the locality is increased or on account of Transferable Development Rights (TDRs) / Additional TDRs (ATDRs) or otherwise the Builders decide to vary / amend the said sanctioned building plans and/or if the B.M.C. permits construction of additional flats and/or additional floor/s and/or additional buildings and/or amendment to the said sanctioned building plans, then and in such event the Builders shall be entitled to, and shall construct such building as per such revised building plans. The Purchaser hereby expressly consents to the same so long as the total area of the said premises and the specifications, amenities, fixtures and fittings are not reduced. This consent shall be considered to be the Purchaser's consent contemplated by section 7(1) (i) & (ii) of the Maharashtra Ownership Flats Act, 1963 (hereinafter referred to as "the said Act").
- The Purchaser hereby agrees to acquire the said premises, shown on the plan 'F' hereto annexed, which is as per the sanctioned building plans, at or



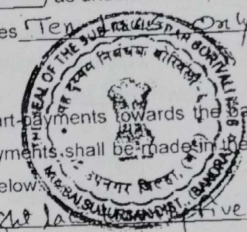
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for the price of Rs. 73,00,000/- (Rupees Seventy three lacs only). The Carpet Area of the said premises is 1062.00 sq. ft. (i.e. 98.66 sq. mtrs) or thereabouts and such area is including the total area of balconies and inclusive of the doors / windows sill. The aforesaid price of the said premises is inclusive of Rs 25,000/= (Rupees Twenty Five Thousand) towards the proportionate price of the common areas / facilities. The Builder has informed the Purchaser and the Purchaser is aware that the area of similar flats on different floors may vary on account of the projecting structural columns /shear walls and extra walls constructed for drainage and WC pipe-lines in the bathrooms. The Purchaser is aware that the building is at an advanced stage of construction and is satisfied with and accepts and confirms the carpet area of the said premises as specified above.

3. The Purchaser agrees to pay to the Builders the said consideration or purchase price of Rs. 73,00,000/- (Rupees Seventy three lacs only) as under:-

- By payment of Rs. 10,00,000/- (Rupees Ten lacs only) as earnest money.
- By making the following further part-payments towards the balance of the purchase price, which part-payments shall be made in the manner and by the instalments specified below:
 - Rs. 8,25,000/- (Rupees Eight lacs Sixty five thousand only) on the completion of the Plinth;
 - Rs. 36,50,000/- (Rupees Three lacs Sixty five thousand only) on the completion of 3rd slab;
 - Rs. 36,50,000/- (Rupees Three lacs Sixty five thousand only) on the completion of 6th slab;
 - Rs. 36,50,000/- (Rupees Three lacs Sixty five thousand only) on the completion of 9th slab;
 - Rs. 36,50,000/- (Rupees Three lacs Sixty five thousand only) on the completion of 12th slab;
 - Rs. 36,50,000/- (Rupees Three lacs Sixty five thousand only) on the completion of 15th slab;
 - Rs. 36,50,000/- (Rupees Three lacs Sixty five thousand only) on the completion of 18th slab;

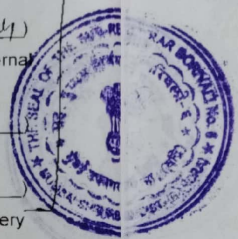


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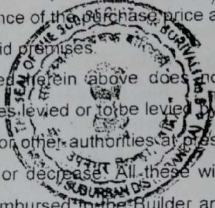
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- VIII. Rs. 365000/- (Rupees Three Lacs Sixty five thousand only) on the completion of 21st slab;
- IX. Rs. 365000/- (Rupees Three Lacs Sixty five thousand only) on the completion of 24th slab;
- X. Rs. 365000/- (Rupees Three Lacs Sixty five thousand only) on the completion of 27th slab;
- XI. Rs. 365000/- (Rupees Three Lacs Sixty five thousand only) on the completion of 29th slab and over head water tank;
- XII. Rs. 292000/- (Rupees Two Lacs Ninety two thousand only) on the completion of both internal & external masonry work;
- XIII. Rs. 292000/- (Rupees Two Lacs Ninety two thousand only) on the completion both internal & external plaster work;
- XIV. Rs. 292000/- (Rupees Two Lacs Ninety two thousand only) on the completion of flooring and tiling work;
- XV. Rs. 292000/- (Rupees Two Lacs Ninety two thousand only) on the completion of electrical work;
- XVI. Rs. 292000/- (Rupees Two Lacs Ninety two thousand only) on the completion of doors and windows work;
- XVII. Rs. 292000/- (Rupees Two Lacs Ninety two thousand only) on the completion of sanitary fitting and internal & external painting work;
- XVIII. Rs. 292000/- (Rupees Two Lacs Ninety two thousand only) on the virtual completion of said premises;
- XIX. Rs. 10000/- (Rupees Ten thousand only) being the ultimate balance of the purchase price against delivery of possession of the said premises.

Bhama
Kishu



(c) The purchase price specified herein above does not include VAT, Service Tax or any other taxes levied or to be levied by the Centre / by the State Governments and/or other authorities at present or in future, whether the same increase or decrease. All these will be borne and paid by the Purchaser or reimbursed to the Purchaser and the Builder is not bound to give possession of the said premises unless these are paid.



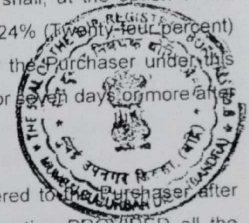
2011-12	30
2011	30

4. If the Purchaser commits default in payment of any of the instalments aforesaid on their respective due dates (time being of the essence of the

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Agreement) and/or prior to delivery of possession of the said premises, in observing and performing any of the terms and conditions of this Agreement and if the default continues inspite of 15 days' notice to be sent by the Builder to be Purchaser, the Builder shall be at liberty to terminate this Agreement, in which event the said deposit or earnest money paid by the Purchaser to the Builder shall stand forfeited. The Builder shall, however, on such termination refund to the Purchaser the instalments of part-payment, if any, which may have till then been paid by the Purchaser to the Builder, but without any further amount by way of interest or otherwise. On the Builder terminating this Agreement under this clause, they shall be at liberty to sell and dispose off the said premises to any other person as the Builder deems fit, at such price as the Builder may determine and the Purchaser shall not be entitled to question of such sale or to claim any amount from the Builder.

5. Without prejudice to the other rights of the Builder under this Agreement and /or in law, the Purchaser shall be liable to and shall, at the option of the Builder, pay to the Builder interest at the rate of 24% (twenty-four percent) per annum on all amounts due and payable by the Purchaser under this Agreement, if any such amounts remain unpaid for seven days or more after becoming due.



6. Possession of the said premises shall be delivered to the Purchaser after the said premises are ready for use and occupation PROVIDED all the amounts due and payable by the Purchaser under this Agreement are paid to the Builder. The Purchaser shall take possession of the said premises within seven days of the Builder giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.

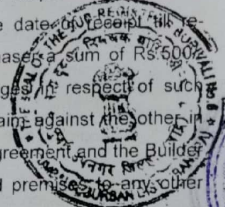
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7. (a) Possession of the said premises shall be delivered by the Builder to the Purchaser by the end of 28.02.2012. Bhama ... Kishu
(b) The Builder shall not incur any liability if they are unable to deliver possession of the said premises by the aforesaid date if the completion of the project is delayed by reason of non-availability of steel and/or cement or other building materials or water supply or electric power or by reason of war, civil commotion or any act of God or if non-delivery of possession is as a result of any notice, order, rule or notification of the

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Government and/or any other public or Competent Authority or of the Court or if non-delivery of possession is as a result of a delay on the part of the BMC in granting the Occupancy Certificate in respect of the said building or for any other reason beyond the control of the Builder and in any of the events aforesaid the Builder shall be entitled to reasonable extension of time for delivery of possession of said premises.

8. If for any reason, the Builder are unable or fail to give possession of the said premises to the Purchaser within the date specified in clause (7) above, or within any further date or dates agreed to by and between the parties hereto, then in such cases, the Purchaser shall be entitled to give notice to the Builder, terminating the Agreement, in which event, the Builder shall within one month from the receipt of such notice refund to the Purchaser the aforesaid amount of deposit and further amounts, if any, that may have been received by the Builder from the Purchaser as the instalments in part payment in respect of the said premises, as well as simple interest on such amounts at the rate of 9% per annum from the date of receipt of the payment. The Builder shall also pay to the Purchaser a sum of Rs.6000 (Rupees Five Hundred only) as liquidated damages in respect of such termination. Neither party shall have any other claim against the other in respect of the said premises or arising out of this Agreement and the Builder shall be at liberty to sell and dispose off the said premises to any other person at such price and upon such terms and conditions as the Builder may deem fit. If, as a result of any legislative order or regulation or direction of Government or public authorities, the Builder are unable to complete the aforesaid building/s and/or to give possession of the said premises to the Purchaser, the only responsibility and liability of the Builders will be to pay over to the Purchaser and the several other persons who have purchased or who may purchase hereafter the flats and other portion in the said building/s total amount (attributable to the said building) that may be received by the Builders pursuant to such legislation, and save as aforesaid, neither party shall have any right or claim against the other under or in relation to this Agreement, or otherwise.



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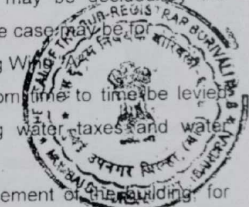
9. Upon possession of the said premises being delivered to the Purchaser, he/she shall be entitled to the use and occupation of the said premises.

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Upon the Purchaser taking possession of the said premises he/she shall have no claim against the Builder in respect of any item of work in the premises which may be alleged not to have been carried out or completed. The only liability of the Builder shall be the statutory liability under Sec. 7(2) of the said Act.

10. Commencing a week after notice is given by the Builder to the Purchaser that the said premises are ready for use and occupation, the Purchaser shall be liable to bear and pay all taxes and charges for electricity and other services and for the outgoings payable in respect of the said premises, as mentioned in clause (11) hereof.

11. The Purchaser agrees and binds himself/herself to pay regularly every month, by the 5th of each month, to the Builder until the formation of the Co-operative Society of Wing 'A' and thereafter to the aforesaid Co-operative Housing Society, the proportionate share that may be decided by the Builder or the Co-operative Housing Society as the case may be, for



- (a) Insurance premium in respect of the building
- (b) all Municipal and other taxes that may from time to time be levied against the land and/or building including water taxes and water charges,
- (c) outgoings for the maintenance and management of the building, for lifts, watchmen, sweepers and maintenance of accounts in respect of the building,
- (d) outgoings for the maintenance and management of the estate and the common amenities, common lights and other outgoings such as collection charges; charges for watchmen, sweepers and maintenance of accounts, incurred in connection with the said large immovable property,
- (e) a sum of Rs. 191233/- (Rupees One lac ninety One thousand two hundred thirty three only) as contribution towards the Corpus fund of the Co-operative Society of Wing "A".

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The Purchaser shall also pay the Builder the under mentioned sums at the time of taking possession,
(1) Rs. 550/= (Rupees Five Hundred Fifty only) Towards the appropriate amount as share money and application/entrance fee,

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- (2) Rs. 5000/= (Rupees Five Thousand only) lumpsum towards legal expenses incurred and to be incurred.
- (3) Rs. 10000/= (Rupees Ten Thousand only) a sum towards charges for formation and registration of the Co-operative Society;
- (4) Rs. 10000/= (Rupees Ten Thousand only) a sum towards expenses / charges in respect of water connection and water meter.
- (5) Rs. 10000/= (Rupees Ten Thousand only) a sum towards expenses / charges in respect of electrical sub station and electric meter.
- (6) Rs. 17848/- (Rupees Seventeen thousand eight hundred and forty eight only) only a sum towards being the proportionate amount of development / betterment charges;
- (7) Rs. 15000/= (Rupees Fifteen Thousand only) towards expenses / charges for Diesel generator set and related cabling and connections.

NOTE:- The amounts payable by the Purchaser to the Builder under items (1) to (7) of this clause are one-time payments to the Builder and are not deposits with the Builder. The Purchaser shall not be entitled to demand or obtain from the Builder a refund of such amounts or any part thereof nor shall the Builder be liable to render any accounts to the Purchaser of the expenses incurred by the Builder under these head.

The Purchaser shall keep deposited with the Builder at the time of taking possession of the said premises a sum of Rs. 91800/- (Rupees Ninety one thousand Eight hundred only) as deposit towards the aforesaid expenses and outgoings mentioned in items (a) to (d) these amounts (less the expenses incurred there from) are to be transferred by the Builder to the Co-operative Society on its formation; the said sums mentioned in items (a) to (e) shall not carry interest and will remain with the Builder until the formation of the Co-operative Society in respect of Wing 'A' or until Conveyance is executed in favour of the Apex Co-operative Housing Society as aforesaid as the case may be and on such Society being formed / the Conveyance being executed, the aforesaid deposits (less deductions, if any,) shall be paid over to the Co-operative Housing Society of Wing 'A' or the Apex society as the case may be. The Purchaser shall, on or before delivery of possession, keep deposited with the Builder a sum of Rs. 91800/- as advance payment equal to

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twelve months' contribution of the proportionate provisional share of the amounts covered by items (a) to (d) above.

- 13 The Purchaser shall not use the said premises for any purpose other than a private residence (or other permissible user) and the car / two-wheeler parking space for parking a motor vehicle.
- 14 The Purchaser shall maintain the front elevation and the side, rear elevation of the said premises / Building in the same form as the Builder constructs and shall not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Builder. The under mentioned provisions are expressly agreed as essential, vital and integral terms and conditions of this Agreement, namely: -

- (a) The Purchaser shall not make any alterations and/or additions to or damage any structural member of the building and/or in the said premises;
- (b) The Purchaser shall not make any alterations and/or additions in the said premises or appurtenant to the said premises which may have the effect of consuming additional FSI or which may result in any violation;
- (c) The Purchaser shall not do anything in or appurtenant to the said premises or elsewhere in the said building which may have the effect of altering the basic nature of the said premises;
- (d) The Purchaser shall not damage the water-proofing of the bathrooms / toilets and in the event of any alteration to the bath-room or the toilet by the Purchaser, the Purchaser shall ensure that the same is properly water-proofed and no leakage is caused in the unit below; it is further clarified that in the event of any such alteration, the Builder shall no longer be responsible to attend to any complaint of leakage or damage, if any, by the Purchaser on the floor below and the Purchaser alone shall be responsible for the same;
- (e) The Purchaser shall not raise the level of the flower-bed or enclose the same nor enclose any elevation features like dry balcony,

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23. The Purchaser hereby agrees and undertakes to be a member of the Co-operative Housing Society to be formed in the manner herein appearing and also from time to time to sign/execute all applications for registration and for membership and other papers and documents necessary for the formation and the registration of the society and for becoming a member, including the bye-laws of the proposed Society and shall duly fill in and sign and submit in the office of the Builder, the same within 10(ten) days of the same being intimated by the Builder to the Purchaser. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other competent authorities. The Purchaser shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters, and things as may be necessary from time to time, for safeguarding the interest of the Builder and of the other purchasers of the other premises in the building.

24. The Purchaser hereby covenants that from the date of the possession he/she shall keep the said premises, the walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging, in good tenable repair and condition and shall abide by all the bye-laws, rules and regulations of the Government, Brihanmumbai Municipal Corporation or of Reliance Infrastructure Limited, (formerly Reliance Energy Limited) or any other service provider and any other authorities and Local Bodies and shall attend to answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.

25. The Purchaser, along with the other Purchasers who take or have taken the other premises in the said building shall form themselves into a Co-operative Housing Society as herein after stated. On the Co-operative Society being registered the rights of the Purchaser as the purchaser of the said premises will be recognized and regulated by the provisions of the said Co-operative Society and the Rules and Regulation framed by it but subject to the terms of this Agreement.

26. On the completion of the construction of the said buildings the Builder shall co-operate with the Purchasers in forming and registering a Co-operative Housing Society, the rights of members of such Co-operative Housing Society

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being subject to the rights of the Builder under this Agreement and the conveyance to be executed in pursuance hereof. When the Apex Co-operative Society is registered and the development of the said large immovable property is complete and all amounts due and payable to Builder in respect of all the flats and other premises in the said building are paid in full as aforesaid, the Builder, shall (subject to their obtaining the permission under the law and rules and regulations if any) execute the necessary Deed of Conveyance of the said large immovable property described in the First Schedule hereunder written in favour of an Apex Co-operative Society.

27. In the event of the Society in respect of wing 'A' being formed and registered before the sale and disposal by the Builder all flats and other premises in the said building/s the power and authority of the Society so formed or of the Purchaser and the Purchasers of the other flats in the building shall be subject to any over-all authority and control of Builder in respect of any of the matters concerning the said building, the construction and completion thereof and all amenities pertaining to the same and in particular, the Builder shall have absolute authority and control as regards the unsold flats and other premises and the disposal thereof as also for constructing and completing and disposing of the remaining building/s. All realisations from such disposals shall belong to the Builder alone. The Builder shall be liable to pay only the Municipal taxes, at actuals, in respect of the unsold flats and other premises and a token sum of Rs. 11/- (Rupees Eleven only) per month per unsold flat towards outgoings in respect of the unsold flats. In case the Deed of Conveyance is executed in favour of the Apex Co-operative Housing Society before the disposal by the Builder of all the flats and other premises in the said building, then and in such case, the Builder shall join in as the Promoter/member in respect of such unsold premises and as and when such premises are sold, to the persons of the choice and at the discretion of the Builder, the Co-operative Housing Society of wing 'A' shall admit as members the purchasers of such premises without charging any premium or any other extra payment.

28. The Solicitors and Advocates of the Builder shall prepare and approve, as the case may be, the Deed of Conveyance and all other documents to be executed in pursuance of the Agreement as also the bye-laws in connection

Bhavna
Kishor

with the formation and registration of the respective Co-operative Society as well as the Apex Society. All costs, charges and expenses for the formation and registration of the Co-operative Society of Wing 'A' shall be borne and paid by the Purchasers of flats / units of the building. All costs, charges and expenses, (including stamp duty, registration charges and expenses) in connection with the formation and registration of the Apex Society and for preparation and execution of the Deed of Conveyance and other documents for in favour of the Apex Society shall be borne, shared and paid by all the Co-operative Societies of all the Buildings in the said large immovable property.

29. As recited hereinabove, the Builder may use the said FSI and additional FSI as well as TDRs / additional TDRs, if any, to construct additional flats and/or additional floors and/or additional buildings. In such event, it shall be the option of the Builder to carry out and complete such additional construction at any time till the final building completion certificate (B.C.C.) is issued by B.M.C. The Purchaser hereby expressly agrees and consents to the same and will participate and/or concur in appropriate/necessary provisions in that connection being included in the Conveyance and other documents, as may be reasonably required by the Solicitors for the Builder to implement the above intention / provision.

30. The Stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser. The Purchaser will present this Agreement for registration and Builder will attend the Sub-Registry and admit execution thereof, after the Purchaser informs them the number under which it is lodged.

31. If at any time any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the Brihanmumbai Municipal Corporation, Government and/or any other public authority in respect of the said property on which the said building stands and the land appurtenant thereto and/or in respect of the said building the same shall be borne and paid by the Purchasers proportionately.

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32. The Purchaser agrees and binds himself to pay to the Builder his provisional monthly contribution of Rs. 2650/- (Rupees Seven thousand Six hundred fifty only) per month towards the aforesaid outgoing (referred to in clause (11) above) from the date as provided hereinabove in Clause (10) and payable every month regularly in advance till such time as the Co-operative Society of Wing 'A' is formed or the said property described in the First Schedule hereunder written is transferred to the Apex Society, as the case may be, and he/she shall not withhold the same for any reason whatsoever.

33. If, for any reason, prior to the completion of the said building/s and the receipt by the Builder of the total consideration money receivable by them, a Deed of Conveyance is executed in favour of the Apex Society and if, on the date of such Conveyance the said building/s is/are not fully constructed and/or completed and/or if the residential flats and/or other portions of the said property have not been disposed off by the Builders, on ownership basis, or if the Builder have not obtained in full, the consideration money receivable by them from all persons who obtain the flats, car / two-wheeler, parking spaces and other portions in the said property, then and in such event, the Builder shall have the unfettered right to construct and complete the entire development of the said large immovable property and to dispose of the unsold flats, and car / two-wheeler parking spaces and/or other portions even though such Conveyance is obtained in favour of the Co-operative Housing Society and the Builder alone shall be entitled to receive the consideration money on such sale/disposal. Adequate provisions for the above may be made in the Deed of Conveyance.

34. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by prepaid post under certificate of posting at his/her address specified below:

Address: Block No 10, 2nd Floor, Durgaj Niwas Bhavna
Near H.D.F.C. Bank, 7th Road
Santa Cruz East
Mumbai 400055 *to* Kumar

35. The Purchaser hereby gives his/her express consent to the Builder to raise any loan against the said property and the building under construction (but

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not against the said premises) and to mortgage the same with any Bank or Banks or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Builder at their own expense before the said premises are handed over to the Purchaser.

36. The Purchaser and the other persons who have acquired or who acquire the flats in the said building/s shall be required to sign all forms, applications, papers, deeds and documents etc, as may be reasonably required for the formation and registration of a Co-operative Housing Society as aforesaid and to effect a proper Conveyance of the said property/land as the may be with the building and structure thereon.

37. It shall be the option of the Builders either to have one Co-operative Housing Society in respect of all the Wings / buildings to be constructed by the Builders as aforesaid on the said land or to have separate Co-operative Housing Society in respect of the different Wings and buildings, to be constructed by the Builder, in which event, adequate means of access to each of such buildings, with provision for maintenance and repairs, by the Societies concerned, of the common water tanks, water and other pipes and amenities and giving access to the respective wings/buildings. The provisions hereinabove contained in the preceding clauses for conveying the said building and the said property described in the First Schedule hereunder written, shall be subject to the provisions of this clause and of clause 43 and (44) hereof.

38. The Purchaser shall permit the Builder and their servants and agents, with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and the Purchaser shall make good, within three months of the Builder giving a notice, all defects, decays and wants of repair of which notice in writing shall be given by the Builder to the Purchasers and also for the purpose of repairing any part of the building and for the purpose of making, repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and condition all services, drains, pipes, cables, water-course, gutters, wires, partition walls or structures or other conveniences belonging to or serving or used for the said building and also for the purpose of laying, maintaining,

20
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repairing and testing drainage and water-pipes and electric wires and cables and for similar other purposes and for all other purposes contemplated by this Agreement.

39. (a) It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flats in the said building/s, if any, shall belong exclusively to the respective purchasers of the terrace flats and such terrace spaces are intended for the exclusive use of the respective terrace flat Purchasers. The said terrace space shall remain open to sky until and unless permission is obtained in writing by the Purchaser thereof from the Builder and/or the Co-operative Housing Society, as the case may be, and the BMC.

(b) It is clearly understood and agreed by and between the parties hereto that the Builder shall have the unqualified and unfettered right to sell on ownership basis to anyone of their choice, the terrace above the top floor of the said building subject to the necessary means of access to be permitted for such purposes as to reach the water tanks and lift rooms of the said building/s and also subject to the provisions of Clause 43 (a) hereunder. The Purchaser/s of such terrace/s shall be entitled to make use of the same for all purposes whatsoever, as permissible by law. However, the purchaser shall not enclose or cover the said terrace without the written permission of the Builder and/or the Society, as the case may be and the Bombay Municipal Corporation. The Builder shall also be at liberty to permit mobile service providers to install communication antenna on a portion of the terrace and in such event, the staff and personnel of such service provider shall be entitled to access the terrace for installation and maintenance of the equipment installed both by lift/s and stair case however this shall not be deemed to entitle the personnel to carry heavy equipment and paraphernalia by the lift/s.

40. If, at any time, prior to or even after the execution of the Deed of Conveyance the FSI at present applicable/available to the said large immovable property is increased, such increase shall ensure for the benefit of the Builder alone without any rebate to the Purchaser.

21
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41. The under mentioned provisions, terms and conditions are also essential, vital and integral terms and conditions of this Agreement and will be binding on the Purchaser as conditions for creating title to the said property, and it is also clarified that the Purchaser consents to and shall not object to or resile or attempt to resile from the implementation of any of any of the provisions, terms and/or conditions contained in this Clause:-

- (a) The Builder shall be entitled, at their discretion, to decide the exact location of the recreation areas to be provided by the Builder in the aforesaid project for the benefit of all or any of the buildings constructed or to be constructed by the Builder as part of such project;
- (b) The Builder shall be entitled, at their discretion, to decide the exact location of the internal roads to be provided by the Builder in the aforesaid project for the benefit of all or any of the buildings constructed;
- (d) The Builder shall be at liberty to provide / build underground water storage tank/s (with pumps and pump house/houses) within any area of all such recreation grounds/areas.

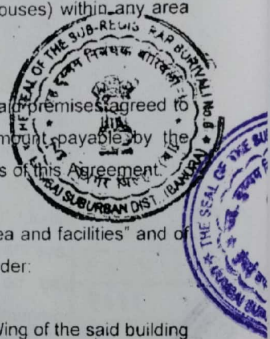
42. The Builder shall have a first lien and charge on the said premises agreed to be acquired by the Purchaser in respect of any amount payable by the Purchaser to the Builder under the terms and conditions of this Agreement.

43. The nature, extent and description of the "common area and facilities" and of the "limited common areas and facilities" shall be as under:

(a) Common areas and facilities:

- (i) Entrance lobby and foyer of the respective Wing of the said building will be for the benefit of the Purchasers of the respective Wing of the said building.
- (ii) Compound appurtenant the said building i.e. the open area out of the said large immovable property contiguous to the said building but excluding the open car parking/two-wheeler parking spaces in the compound allotted/to be allotted to the respective Purchaser, and also subject to access to reach such parking spaces.
- (iii) The staircase of the said Wing including main landing for the purpose of ingress and egress of the Purchasers of and visitors to

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the respective wing of such Building but not for the purpose of storing or for recreation or for residence or for sleeping.

- (iv) A portion (admeasuring approx. 46.45 sq.mtrs) of the Terrace above the top floor of the respective wing of the said building as may be designated by the Builder and as shown on the Plan 'G' hereto annexed for use for common purposes like putting up T.V. antenna and for being used as an open terrace by the members owning flats in such wing of such building but not for putting up any construction or as a play ground or for pounding of "masala" or any such objectionable user.

The Flat holder will have a proportionate undivided interest in the above.

(b) Limited Common areas and facilities :

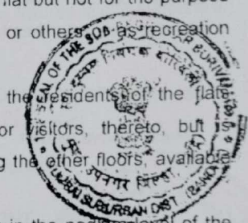
- (i) Landing in front of the stairs on the floor on which the particular flat is located, as a means of access to the flat but not for the purpose of storage of articles like gas cylinders or other recreation areas, nor for drying clothes.
- (ii) This landing is limited for the use of the residents of the flats located on that particular floor and for visitors, thereto, but is subject to means of access for reaching the other floors, available to all residents and visitors.
- (iii) Open/covered Car/Two-wheeler parking in the podium level of the building which is or which may be designated as appurtenant to a particular flat.

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

44. It is expressly agreed, declared and confirmed by and between the Builder and the Purchaser as essential and integral terms and conditions of this Agreement and the title to be created by the Builder in pursuance of this Agreement that:-

- (a) The paramount consideration and intent is that the Builder will be entitled to carry out and complete, without any obstruction or hindrance from the Purchaser, the entire project of re-developing the aforesaid portions of the large immovable said property described in the First Schedule hereunder written as indicated hereinabove.

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(b) Neither the Purchaser nor the Co-operative Society or Societies, shall be entitled to dispute or challenge the right of the Builder to carry out and complete the entire project in accordance with their scheme and plan indicated hereinabove, and/or to obstruct or hinder the same.

(c) The Builder shall be entitled to put up additional flats and/or floors and/or additional buildings on any location (as the Builder may choose) on portions of the land described in the First Schedule hereunder written and/or to change the layout of the development project so long as such construction is approved of by the Municipal Corporation of Greater Bombay (BMC).

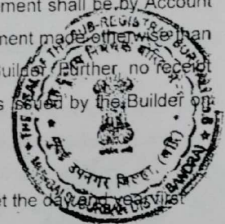
45 All payments required to be made under this Agreement shall be by Account payee Cheques in favour of the Builder and no payment made otherwise than as aforesaid, shall be valid or binding against the Builder. Further, no receipt for any payment shall be valid or binding unless it is issued by the Builder on their printed letter-head/receipt form.

IN WITNESS WHEREOF the parties hereto have set the
Hereinabove written.

THE FIRST SCHEDULE REFERRED TO:

ALL THAT piece or parcel of land together with the structures standing thereon situated at S.V.Road, Goregaon (west), in the Revenue Village of Pahadi in the Registration Sub-district and District Mumbai City and Mumbai Suburban admeasuring in aggregate about 18884.40 Sq.Meters or thereabouts forming part of the land bearing Survey No. 8, Hissa No. 1B, S.No.7, Plot Nos. 1 and 2 (Survey No. 7, Hissa No. 1) Old C.T.S. Nos. 288,341,341/1 to 341/32, 342, and 342/1 to 342/23 and New C.T.S. Nos. 288 A,B, and D and surrounded as follows i.e. to say on or towards the North by the part of same land and M.G.Road, on or towards South by 30' D.P.Road and land appurtenant thereto, on or towards the West by internal access road and on or towards East by S.V.Road.

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THE SECOND SCHEDULE ABOVE REFERRED TO

LIST OF AMENITIES AND SPECIFICATIONS:

- R.C.C. frame structure as per IS standard.
- Decorative entrance lobby.
- Granamite tiles flooring.
- Anti skid flooring in w.c. / bathroom.
- Designer ceramic tiles in W.C./Bath on all walls.
- Concealed electrical copper ISI wiring.
- Gypsum / Neeru finish White Wash for all interior walls.
- Concealed plumbing fittings with Jaguar make fixtures in w.c./bathroom.
- Common T.V. antenna and telephone points.

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ANNEXURE-'B'

BMP-7611-96-5,000 Forms
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Form
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OFFICE OF THE
EX. ENGR. BLDG. PROPL. (W.S.) R & P WARD
DR. BHARANED AMBEDKAR MARKET BLDG.
KANEJWAR ROAD, MUMBAI 400 001
in replying please quote No. _____
and date of this letter.

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

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

CHE/8605/BP(W.S)/AF
No. E. B/JCE/ BS/A of 199 -199

MEMORANDUM

Municipal Office.

Mumbai 199

12 MAR 2003

M/s. Rajyog Construction.

With reference to your Notice, letter No. 337 dated 24/02/2003 and delivered on 24/02/2003 and the plans, Sections Specifications and Description and further particulars No.3 on plot bearing C.R.S. No.288-A, 288-B, 288-C and detail of your building at 288-D of village panadi Goregaon at junction of S.V.Rd. & M.G.Rd., Goregaon furnished to me under your letter, dated 24/2/2003. I have to inform you that I cannot approve (W) of the building or work proposed to be erected or executed, and I therefore hereby intimate to you, under Section 346 of the Bombay Municipal Corporation Act as amended up to date, my disapproval hereof reasons :-

A. CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORKS/BUILDING

PLINTH C.C. :-

- 1) That the Commencement Certificate U/s.44/B of the M.R.T.P. Act will not be obtained before starting the proposed work.
- 2) That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to possession of holding before starting the work as per Regulation No. 38 (27).
- 3) That the low lying plot will not be filled up to a level of at least 92 T.H.D. or 15 cm. above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be leveled, rolled, consolidated and sloped towards road side, before starting the work.
- 4) That the specifications for layout/D.P.Roads/Access road / development of set back land will not be obtained from E.E.Roads constructions (W.S.) ZIV before starting the construction work and the access and set back land will not be developed accordingly, including providing street lights and S.W.D. the completion certificate will not be obtained from E.E.R.C.(W.S.)/ E.E.(S.W.D.) 2-IV/E.E.(T & C) before submitting Building Completion Certificate.
- 5) That the Structural Engineer will not be appointed, Supervision Memo as per Appendix XI (Regulation 5 (3)(1x) will not be submitted by him.

CERTIFIED TRUE COPY

...2...

LICENSED SURVEYOR
VIJAY NAGINDAS GORADIA
6-7, Shbayog Bldg; S. V. Road,
Kandivadi (West), Mumbai-400 067

ANNEXURE-'B'

-3-

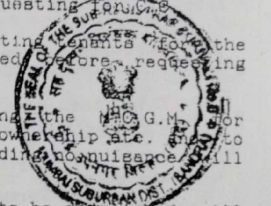
12 MAR 2003

- 6) That the structural design including provision of seismic/wind load and or calculations for the proposed work and for existing building showing adequacy thereof to take up additional load / certificate regarding stability of existing building shall not be submitted before C.C.
- 7) That the sanitary arrangement for workers shall not be provided as per Municipal Specifications and drainage layout will not be submitted before requesting for C.C.
- 8) That the regular/sanctioned/proposed lines of road/D.P.Road and reservation will not be got demarcated at site through A.E.(Survey)/ E.E.(T & C)/D.I.L.R. before applying for C.C.
- 9) That the Registered Undertaking and additional copy of plan shall not be submitted for agreeing to handover the setback land/D.P.Road area free of compensation and that the setback/D.P.Road handing over certificate will not be obtained from Asst. Commissioner P/South / E.E.D.P. that the ownership of the setback land /D.P.Road will not be transferred in the name of M.C.G.M. before requesting for C.C.
- 10) That the Agreements with the existing tenants along with the plans will not be submitted before requesting for C.C.
- 11) That the consent letter from the existing tenants regarding the proposed building will not be submitted before requesting for C.C.
- 12) That the Indemnity Bond indemnifying the M.C.G.M. for damages, risks, accidents, dispute in ownership etc. to the occupiers and an undertaking regarding nonnuisance will not be submitted before C.C.
- 13) That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted & got approved before C.C.
- 14) That the requirements of N.O.C. from E.E.(S.W.D.)/ E.E.(T&C)/ E.E.(R.C.)/ E.E.(SEW)/ E.E.(W.W.) will not be obtained before requesting of C.C. and the requisition 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 requesting for C.C.
- 16) That Extra Water and sewerage charges will not be paid to A.E.W.W. R/P N/S Ward before C.C.
- 17) That N.O.C. from A.A. & C (P/South) shall not be submitted before requesting for C.C. and final N.O.C. shall not be submitted before requesting for occupation/B.C.C.

...4...



24/2/03
24/2/03



24/2/03
24/2/03

ANNEXURE-'C'

BRIHANMUMBAI MAHANAGARPALIKA
MAHARASHTRA REGIONAL & TOWN PLANNING ACT, 1966 (FORM 'A')
NO. CHE/ 8605 /BP(WS)/AP/AR - 5 DEC 2006

COMMENCEMENT CERTIFICATE

To
M/s. Rajyog Construction

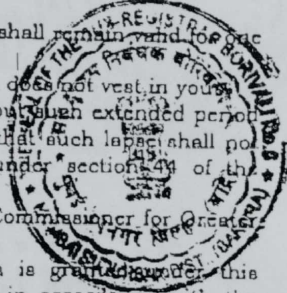
OFFICE OF THE
EX. ENGR BLDG. PROPL. (W.S.) R & P. WARD
Dr. BABASAHEB AMBEDKAR MARKET BLDG
CANDIVALI/WEST, MUMBAI-400 067.

Sir,

With reference to your application No. 4802 dated. 25/02/2003 for Development Permission and grant of Commencement Certificate under Sector 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Building No.4 on plot bearing C.T.S. No. 288A, 288B, 288C & 288D at premises at Street Junction of S.V. Road & M.G. Road Village, pahadi Goregaon Plot No. _____ situated at Goregaon (West) Ward 'P/S'

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

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



Stamp with handwritten numbers: 8888 39

The Municipal Commissioner has appointed Shri. V.K. PATIL Executive Assistant Engineer to exercise his power and functions of the planning authority under Section 45 of the said Act. This C.C. is restricted for work up to Two level podium + Top of stilt slab i.e. height 12.00 mt. A.G.L.

For and on behalf of Local Authority
Brihanmumbai Mahanagar Palika

CERTIFIED TRUE COPY

Vijay Nagindas Goraodi
LICENSED SURVEYOR
VIJAY NAGINDAS GORAODI
6-7, Sahayog Bldg: S. V. Road,
Candivali (West), Mumbai-400 067

[Signature]
Asst. Engineer, Building Proposal (West Sub)
P & R Wards
FOR: W
MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

ANNEXURE-C

CHE/8605 (B.P. (W.S.) RD

EX. ENGR. BLDG. PROPL. (W.S.) R & P. WARD,
DR. BABASAHEB AMBEDKAR MARKET BLDG.,
KANDIVALI WEST, MUMBAI-400 067.

⇒ This c.c. is now further extended for the work
of wing-A - stilt + 2nd podium + 3rd to 12th upper floor
and wing-B - stilt + 2nd podium + 3rd to 12th upper floors
as per approval amended plans dt. 19/10/2006

24 JUL 2007

[Signature]
E.E.B.P. (W.S.) P & K/W.

9) This c.c. is now valid & further extended for entire
work i.e. wing-A - stilt + 1st fl. stilt + podium + 2nd floor
stilt + podium + 3rd to 21st upper floors & wing-B
stilt + 1st fl. stilt + podium + 2nd fl. stilt + podium
3rd to 16th upper floors as per approved plans dt. 19/10/2006



[Signature]
E.E.B.P. (W.S.) P & K/W.

10] This c.c. is now valid & further extended for entire
work i.e. wing-A of stilt + 1st floor stilt + podium
+ 2nd floor stilt + podium + 3rd to 27th upper floors
+ 28th (pt) upper floors and wing-B of stilt + 1st
floor stilt + podium + 2nd floor stilt + podium
+ 3rd to 16th upper floors as per approved amended
plans dt. 30/12/2009.

12 JAN 2010.

[Signature]
EXECUTIVE ENGINEER,
BUILDING PROPOSAL (W.S.) P WARD

CERTIFIED TRUE COPY

[Signature]
LICENSED SURVEYOR

VIJAY NAGINDAS GORADI
6-7, Subayog Bldg, S. V. Road,
Kandivali (West), Mumbai-400 067.

बदर-१२/	
२५५५	३६
२०११	

KANTILAL UNDERKAT & CO. ANNEXURE-D
ADVOCATES & SOLICITORS

K. G. Underkat

UNADKAT TERRACE, 1ST FLOOR,
27, ANJU SHOPPING CENTRE,
TILAK ROAD, SANTACRUZ (W),
MUMBAI 400 054.
TEL : 2605 2459 / 2605 2460
FAX : 2605 4009
E-mail: kantilal_underkat@rediffmail.com

Ref. No.

KGU/NCH-130/ 27/2007

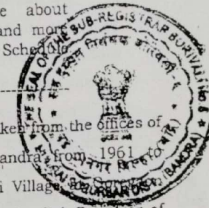
Date

27th April, 2007

M/s. Rajyog Construction,
58, Citi Centre,
S.V. Road,
Goregaon (West),
Mumbai - 400 062.

Dear Sirs,

Re: All those pieces of land situate at S.V. Road,
Goregaon (West) in the Revenue Village of
Pahadi bearing Survey No.8, Hissa No.1B,
S.No.7, Pot Nos.1 and 2 (S.No.7, Hissa No.1) Old
C.T.S. Nos.288, 341, 341/1 to 32, 342 and
342/1 to 342/23 and New CTS Nos.288 A, B
and D admeasuring in aggregate about
18884.40 sqmetres or thereabouts and more
particularly described in the Schedule
hereunder written (Properties).



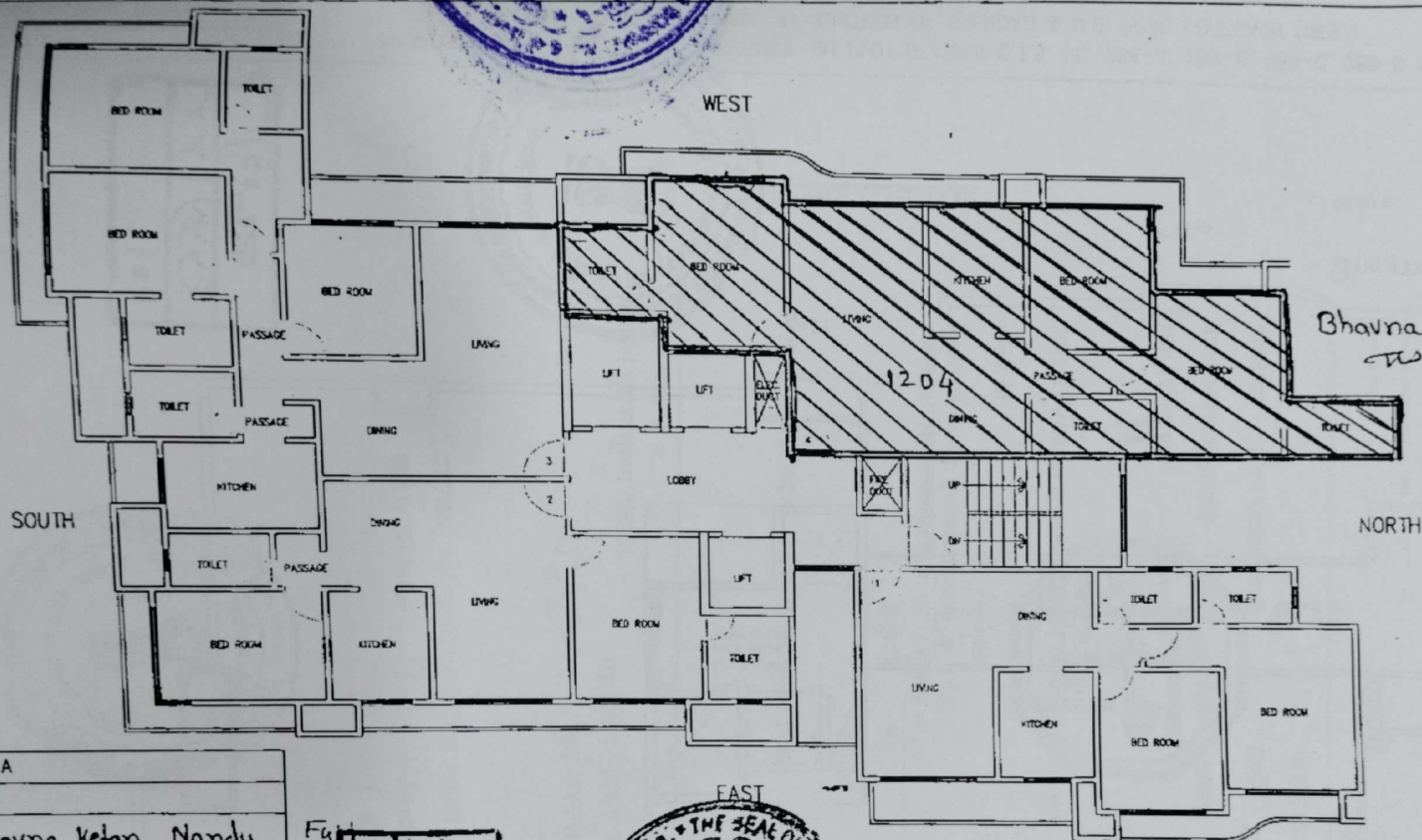
In the above matter we have caused search to be taken from the offices of
the Sub-Registrar of Assurances at Mumbai and Bandra from 1961
February, 2003 and in the office of Talathi of Pahadi Village
(West). Thereafter we have taken further searches from the Sub-Registrar of
Assurances from 2003 to 2007.

1. The above properties were originally held by late Padamsey Hirji and
upon his death on or about 5th April, 1957 his heirs formed two Hindu
Undivided Families i.e. Laxnipati HUF and Prafulchandra HUF who both
formed a partnership in the name of M/s. P. H. Nensey Land Development
Corporation (PHN). On or about 1st November, 1989 the name of PHN was
changed to M/s. Citicon and thus M/s. Citicon became the owner of the said
properties. The said Citicon became the Owner of the said properties subject to
the right created in favour of 1) Smt. Prabhavati Makandas Mehta (2) Vinod
Vrajlal Sarolia and (3) Smt. Kusum Vrajlal Shah. Citicon has conveyed the said
property to you vide Conveyance dated 18th September, 2001 which is

[Handwritten initials]

FORT OFFICE :
84, JANMASHOOR MARG, 1ST FLOOR, FORT, MUMBAI 400 001. TEL : 2204 5333
Correspondence, Communication, Services only at Santacruz Office

बदर-१२/	
२५५५	३६
२०११	



Bhavna Ketan
TO

ANNEXURE-F

Flat No. : 1204	WING: A
Floor : 12th	
Signature Of Purchaser : Bhavna Ketan Nandhu Ketan H. Nandhu	
Signature Of Builder : For, M/S. Rajyog Construction Tejas Mhe (Partner)	

Flat No. 1204
2022
23



TYPICAL FLOOR PLAN

BUILDER :
M/s. RAJYOG CONSTRUCTION

PROPOSED BUILDING RAJYOG RESIDENCY ON PLOT BEARING C.T.S. NO. 288-A, 288-B, 288-C, 288-D OF VILLAGE-PAHADI-GOREGAON, AT JUNCTION OF S.V.ROAD & M.G. ROAD GOREGAON (WEST)



दस्त गोषवारा भाग - 2

वदर12

दस्त क्रमांक (9555/2011)

दस्त क्र. [वदर12-9555-2011] चा गोषवारा
बाजार मुल्य : 10031021 मोबदला 7300000 भरलेले मुद्रांक शुल्क : 485360

दस्त हजर केल्याचा दिनांक : 19/12/2011 12:33 PM
निष्पादनाचा दिनांक : 09/12/2011
दस्त हजर करणा-याची सही :

Bhavna Ketan Wandu.

दस्ताचा प्रकार : 25) करारनामा

शिकका क्र. 1 ची वेळ : (सादरीकरण) 19/12/2011 12:33 PM
शिकका क्र. 2 ची वेळ : (फी) 19/12/2011 12:37 PM
शिकका क्र. 3 ची वेळ : (कबुली) 19/12/2011 12:38 PM
शिकका क्र. 4 ची वेळ : (ओळख) 19/12/2011 12:38 PM

दस्त नोंद केल्याचा दिनांक : 19/12/2011 12:38 PM

ओळख :

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

1) रोहित सावंत - - , घर/फ्लॅट नं: स्टेशन रोड, गोरेगाव प मुं 62

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: --

शहर/गाव:-

तालुका: -

पिन: -

2) संबेस्टीन फर्नांडीस - - , घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -



वदर-१२/
९५५५/५५
२०११

प्रमाणित करण्यात येते की, या
दस्तामध्ये एकूण ... पाने आहेत.

सह दुय्यम निबंधक, बोरीवली
मुंबई उपनगर जिल्हा

वदर-१२/९५५५/२०११

पुस्तक क्रमांक १, क्रमांक

नोंदला. 19 DEC 2011

दिनांक :

सह दुय्यम निबंधक, बोरीवली क. ६
मुंबई उपनगर जिल्हा



खरी प्रत

सह दुय्यम निबंधक, बोरीवली क. - ६;
मुंबई उपनगर जिल्हा.



श्री. निरंजण वाडिलडेकर
यांना त्यांचे ता. १२/१०/१९९९ च्या अर्ज क्र. ९२१९
अर्जांनुसार नक्कल दिली.
दि. १२/१०/२०११

सह दुय्यम निबंधक, बोरीवली-६

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. CHE/8605/BP(WS)/AP

-4 SEP 2012

To,
✓ Shri. Samir Shah, Partner of Rajyog Construction
(Owner)

हमप्रमुख अभियंता इमारत प्रस्ताव प.उ. दोन
सहाय्यलिका इमारत, सी. विंग, संस्कृती कॉलेज,
९०, फुट डी.पी. रोड, ईस्ट लॉरेन्स शाळेजवळ,
कान्डीवली (पू.) मुंबई-४००१०१

Sub : Permission to occupy the completed Wing-'A' of building No. 4 on plot bearing C.T.S. Nos. 288A, 288B, 288C, 288D of Village Pahadi Goregaon situated at junction of S.V. Road & M.G. Road, Goregaon (W). Building known as "Rajyog Residency".

Ref : Your letter No. VNG/1143 dt. 22/12/2011.

Sir,

The development work of Wing-'A' of building No. 4 comprising of Ground floor (Stilt + Podium) + 1st floor (Stilt + Podium) + 2nd floor (Stilt + Podium) + 3rd to 27th upper floors + 28th (part) upper floors on plot bearing C.T.S. No. 288A, 288B, 288C, 288D of Village Pahadi Goregaon situated at junction of S.V. Road & M.G. Road, Goregaon (W) completed under the supervision of Shri. Vijay N. Goradia, Licensed Surveyor having License No. G/120, Shri. P.K. Sura, Licensed Structural Engineer having License No. STR/S/76 & Licensed Site Supervisor, Shri. Tapaswi C. Gor having License No. G/175/SS-I, may be occupied on the following conditions :-

- 1) That the certificate u/s. 270A of B.M.C. Act shall be obtained from A.E.W.W. (P/S) and a certified copy of the same shall be submitted to the office.
- 2) That the Co-op Hsg. Society shall be formed and registered within three months from the date of issue hereof or before B.C.C. whichever is earlier.
- 3) That all the conditions laid down in this letter of permission shall be complied with within one year so as to claim the deposits which otherwise will be forfeited.

A set of certified completion plans is returned herewith.

Yours Faithfully,

CERTIFIED TRUE COPY


Vijay N. Goradia
LICENSED SURVEYOR

VIJAY NAGINDAS GORADIA
6-7, Sahayog Bldg; S. V. Road,
Kandivalli (West). Mumbai-400 067

[Signature]
Ex.Engineer (Bldg. Proposal)
'P' Ward

2/2

Ketan Nandu

 Likely a business



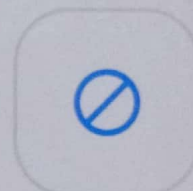
Call





Message



Save



Block

Q1: Which of the following Make-Up brands have you heard of?  



Lakme



Swiss Beauty



Sugar Cosmetics



Maybelline New York

Next



098214 09586

Mobile · Airtel

