

Staffan Singh

Stalam

Prasad Raj
mob 9559596192



Wednesday, November 18, 2009

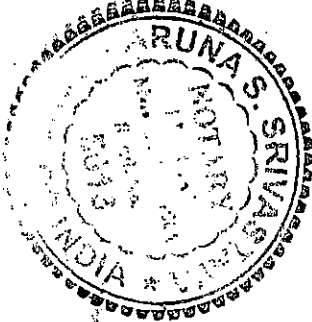
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Original

नोंदणी 39 म.

Regn. 39 M

पावती



पावती क्र. : 9329

गावाचे नाव घोडदेव

दिनांक 18/11/2009

दस्तऐवजाचा अनुक्रमांक टनन10 - 09329 - 2009

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: गणकार अब्बास बेग

नोंदणी-फी	-	10650.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (68)	-	1360.00
एकूण	रु.	12010.00

आपणास हा दस्त अंदाजे 1:59PM ह्या वेळेस मिळेल

सह दुय्यम निबंधक ठाणे-१०

बाजार मुल्य: 1065000 रु. मोबदला: 1065000 रु.
भरलेले मुद्रांक शुल्क: 35850 रु.

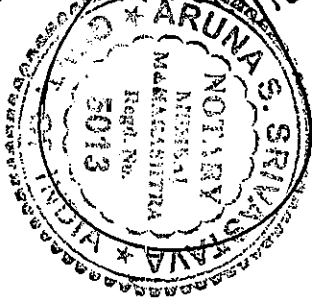
दयकाचा प्रकार : डीडी/धनाकर्षाद्वारे:
बँकेचे नाव व पत्ता: ऑरिंटल बँक ऑफ कॉमर्स-शाखा मिररांड पू.ठाणे.
डीडी/धनाकर्ष क्रमांक: 898557. रक्कम: 10650 रु.: दिनांक: 16/11/2009

G. A. Singh

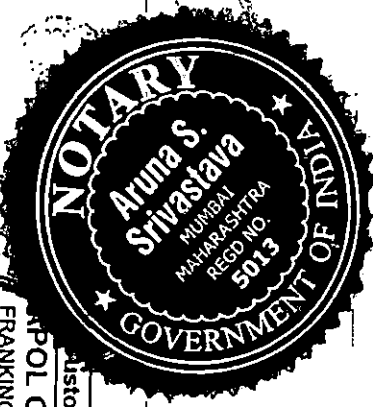
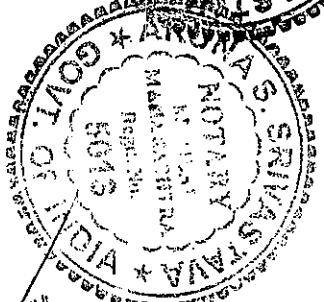
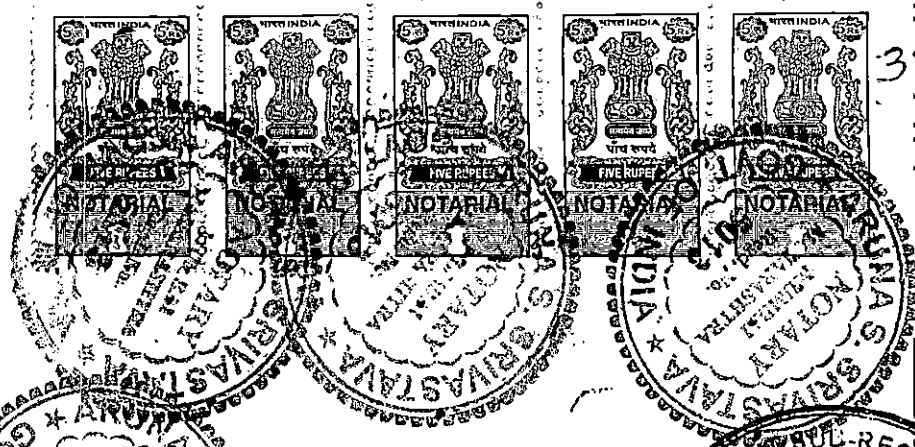
गावाचे नाव : घोडदेव

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 1,065,000.00
बा.भा. रु. 1,065,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सर्वे क्र.: 371/11. वर्णन: सदनिका क्र. 502/ 5 वा मजला,विग-बी, सागर दृष्टी, मिरा भाईदर रोड, मिरारोड पू.ठाणे.
- (3) क्षेत्रफळ (1) 40.23 चौ.मी. कारपेट
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा द्याणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे. सागर दृष्टी डेव्ह चे भागीदार अनिल सी पटेल - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: कांदिवली; तालुका: -; पिन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा द्याणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) गफ्फार अब्बास बेग - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: बांद्रा; तालुका: -; पिन: -; पॅन नम्बर: AKJPB2629K.
(2) मुमताज अब्बास बेग - -; घर/फ्लॅट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (7) दिनांक करून दिल्याचा 16/11/2009.
- (8) नोंदणीचा 26/11/2009
- (9) अनुक्रमांक, खंड व पृष्ठ 9329 /2009
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 35850.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 10650.00
- (12) शेरा

सह दुय्यम निबंधक ठाणे - १०



35850



Certified True Copy
Attested by me

ARUNA S. SRIVASTAVA
ADVOCATE NOTARY (GOVT. OF INDIA)
145/5 Railway Staff Colony, Prabhakar Building,
Santalacruz (E), M-55 - 9820249280

Customer's Copy
APOL CO-OP. BANK LTD.
FRANKING DEPOSIT SLIP
Branch: BHAVANDAR
Date: 16/11/09
Pay to Accl. Stamp Duty: 880.9
Banking Value: Rs. 3595/-
Service Charges: Rs. -
TOTAL: Rs. 3595/-
Name & Address of the Stamp duty paying party MR. GAFFAR ABBAS BAIG
Tel./Mobile No.
Desc. of the Document
DD/Cheque No.:
Drawn on Bank:
(For Bank Use only)
Tran ID
Franking Sr. No.
Cashier
OH

AGREEMENT FOR SALE

M.A. Baig
G.A. Baig

THIS AGREEMENT MADE at Mumbai, on this 16 day of Nov 2009 between M/S. SAGAR DRASHTI DEVELOPERS, a partnership firm, registered under the Indian Partnership Act, 1932 having its office at 16, Roop Kamal, S. V. Road, Kandivli (W), Mumbai - 400 067, hereinafter referred to as the "THE BUILDER" (Which expression shall, unless it be repugnant to the context or meaning thereof mean and include its successors, administrators and assigns) of the One Part;

AND

M.A. Baig
G.A. Baig

Mr./Mrs./Miss GAFFAR ABBAS BAIG & MUMTAZ ABBAS BAIG with present address at BUILDING NO. 01, ROOM NO. 07,
GOVERNMENT COLONY, BANDRA (E)
MUMBAI - 400051

hereinafter referred to as "THE PURCHASER/S" (Which expression shall unless it be repugnant to the context or meaning thereof, mean and include each of his or their respective heirs, successors, administrators assigns, and legal representatives) of the Other Part :

M.A. Baig
G.A. Baig

27/11/09
9/11/09

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The Apol Co-op. Bank Ltd.
Bhavandar, Mumbai, Maharashtra.
Opp. S. V. Road, Kandivli (W), Mumbai.
Branch: BHAVANDAR, Mumbai.
Regd. No. 5013/05/2009-2012

श्री 03791
157486
R00350501-PB5497
INDIA STAMP DUTY MAHARASHTRA
NOV 16 2009
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WHEREAS one Mr. Anthony Mendes and John Domnic Mendes and Mr. Cajetan Canute Mendes were well and sufficiently entitled to the piece, parcel or plot of land bearing Old S.N. 371, Hissa No. 11, new survey No. 73, Hissa No. 11 admeasuring 2595 square yards equivalent to 2170 square meters situate, lying and being at Village-Goddeo, Taluka & District- Thane within the limits of Mira Bhayander Municipal Corporation, more particularly described in the First schedule hereunder written and for the sake of brevity, hereinafter referred to as the "SAID LAND";

WHEREAS the said John Domnic Mendes died bachelor at Mumbai on or about 10th December 1960 leaving behind as his sole heir and legal representative and successor to the said land his brother (1) Anthony Mendes and (2) Cajetan Canute Mendes i.e. the other two co- owners, the said two co- owners succeeded to the estate of said Mr. John Domnic Mendes;

WHEREAS one of the said co- owners Cajetan Canute Mendes died at Mumbai on or about 3rd August 1965 leaving behind as his sole heir and legal representative and successor to the said land his four sons and one daughter namely (1) Mr. John Cajetan Mendes (2) Mr. James Cajetan Mendes (3) Miss. Benilda Cajetan Mendes (4) Mr. Joseph Cajetan Mendes (5) Mr. Julius Cajetan Mendes;

AND WHEREAS the said Mr. Anthony Mendes died bachelor at Mumbai on or about 22nd July 1980 leaving behind as his sole heir and legal representative and successor to the said land the children of late Cajetan Canute Mendes;

AND WHEREAS thus each of John Cajetan Mendes, Mr. James Cajetan Mendes, Miss. Benilda Cajetan Mendes, Mr. Joseph Cajetan Mendes, Mr. Julius Cajetan Mendes came to derive one-fifth share in the said land more particularly described in the schedule hereunder written;

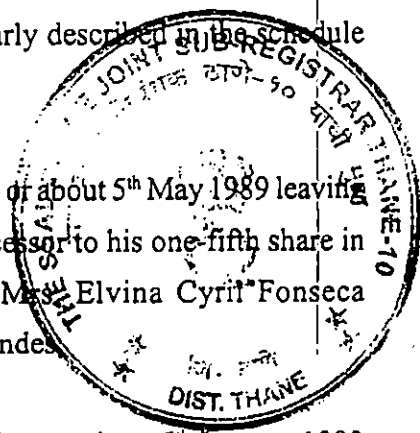
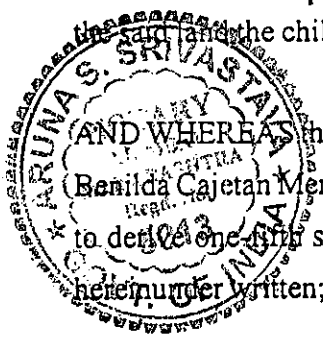
WHEREAS Mr. John Cajetan Mendes died at Mumbai on or about 5th May 1989 leaving behind as his sole heir and legal representative and successor to his one-fifth share in the said land are (1) Miss/Sr. Gladys Mendes (2) Mrs. Elvina Cyril Fonseca (3) Mrs. Annette Jacques D'cruz and (4) Mr. Ranold Mendes;

WHEREAS Mr. James Cajetan Mendes died at Mumbai on or about 5th January 1980 leaving behind as his sole heir and legal representative and successor to his one-fifth share in the said land are (1) Mr. Lionel James Mendis (2) Mrs. Lorna Vincent Ferreira (3) Mrs. Lovina B. Kamat (4) Mrs. Laura Ranbir Kalsy;

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AND WHEREAS the said Miss. Benilda Cajetan Mendes is entitled to her one-fifth share in the said land;

AND WHEREAS Mr. Joseph Cajetan Mendes died at Mumbai on or about 16th May 1991 leaving behind as his sole heir and legal representative and successor to his one-fifth share in the said land are (1) Mrs. Bernice Joseph Mendes (2) Mrs. Annie Raymond Uttanwalla (3) Mrs. Hazel Razakhan (4) Mr. Allen Joseph Mendes (5) Mrs. Cecilia Brain Mendes (6) Genevive Anil Verma (7) Mrs. Marilyn Joseph Qaudros (8) Mr. Coilns Joseph Mendes (9) Mrs. Chryl D'Souza;

AND WHEREAS Mr. Julius Cajetan Mendes alongwith his children (1) Vincent Julius Mendes (2) Mrs. Marilyn Rajesh Gupta (3) Mr. Dolerich Juulius Mendes (4) Mr. Cosmos Julius Mendes (5) Mrs. Fidelia Karkera (6) Mrs. Crescentia G Braganza (7) Mrs. Wimla N. Joseph, & his wife Miss. Bernes Julius Mendes together are entitled to their one-fifth share in the said land;

AND WHEREAS thus the above said legal heirs collectively became entitled to the said land and hereinafter referred to as the OWNERS.

AND WHEREAS since the said owner were unable to develop the said land themselves, by a common agreement and by different individual agreements dated 11/7/94, 7/10/94 & 11/11/95, they granted development rights in respect of the said land in favour of M/s Classic Premises Pvt. Ltd. at and for the consideration and upon the terms and conditions set forth in the said agreements.

AND WHEREAS pursuant to the said agreements the said owners had executed an Irrevocable General Power of Attorney in favour of Shri Chandulal P. Patel and others for the development of the said land.

AND WHEREAS (1) Mrs. Lorna Vincent Fereira (2) Mrs. Lovina B. Namat and (3) Mrs. Laura Ranbir Kalsy the legal heirs of Mr. James Cajetan Mendes, have not signed and given their consent but subsequently under an agreement dated 7/3/2006, they agreed to grant the development rights in favour of Shri Chandulal P. Patel and Others;

AND WHEREAS M/s Classic Premises Pvt. Ltd. assigned all their development rights so acquired by them in favour of the said Shri. Chandulal P. Patel and Others as per the agreement for the Assignment of Development Right Dated 26/12/2002. And pursuant to the said agreement M/s Classic Premises Pvt. Ltd. had executed an Irrevocable General Power of Attorney in their favour for the development of the said land. And thus Shri Chandulal P. Patel & others became fully entitled to the said land.

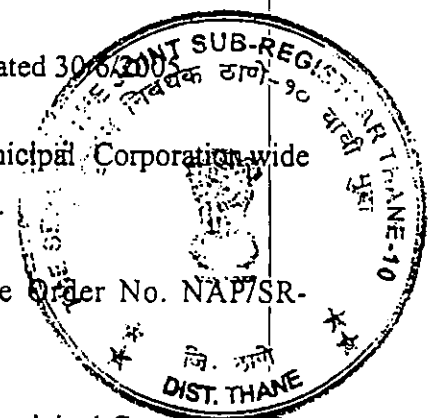
AND WHEREAS Shri Chandulal P. Patel & others assigned the right to develop the said land as per the agreement for the Assignment of Development Right Dated 6/12/2005 to M/s. Sagar Premises Pvt. Ltd. and pursuant to the said agreement Shri Chandulal P. Patel & others had executed an Irrevocable General Power of Attorney in their favour for the development of the said land. And thus the said M/s. Sagar Premises Pvt. Ltd. became fully entitled to the said land.

AND WHEREAS the said M/s. Sagar Premises Pvt. by an agreement for assignment of development rights dated 20/7/2007 have agreed to sell, assign and transfer their right, title and interest in respect of the proposed building having Wing No. A, B & C having built up area admeasuring about 4648.25 sq. mts. equivalent to 50033 sq. ft. of FSI (which includes built up area, balcony, cup - board, staircase - lift and common area) herein after referred to as the SAID BUILDING on the said land unto the builders and the builders agreed to acquire and develop the said building on the said land more particularly mentioned in the schedule hereunder written for the consideration and on the terms and conditions more particularly described therein and thus the builders became well and sufficiently and fully entitled to develop the said building on the said land by selling Flats / Shops / Row Houses / Units, etc. therein for their own profits and benefits. Pursuant to the said agreement M/s Sagar Premises Pvt. Ltd. had executed an Irrevocable General Power of Attorney in favour of the BUILDERS for the development of the said building on the said land. And thus the BUILDERS became fully entitled to the said building on the said land.

AND WHEREAS the Builders and/or their predecessors in title have obtained various permissions from the concerned authorities for development of the said land / building which are as follows :

1. Order from ULC Thane wide Order No. SR-1552, Dated 30/6/2005
2. Approval of building plans from Mira Bhayander Municipal Corporation wide Order No. MB/MNP/NR/69/2006-07, Dt. 10/4/2006.
3. N.A. permission from the Collector Thane wide Order No. NAP/SR-139/06 Dated 31/10/2006.
4. Commencement Certificate from Mira-Bhayander Municipal Corporation for the construction of the said building wide order No. MB/MNP/NR/3056/06-07, dated - 15/12/06.

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5. Approval of revised building plan and it's commencement certificate wide order No. MB/MNP/NR/4270/06-07 dated 28/3/07, for the total built up area of about 4648.25 sq. mts . i.e. 50033 sq. ft. (area including balcony, staircase , lift, cupboard & common area) by utilizing TDR of about 1494 sq. mts .

AND WHEREAS the builders have also shown and disclosed to the Purchasers all the aforesaid documents of title of the Builders and the permissions and sanction letters and plans and layouts sanctioned for the development of the scheduled land, and the Purchaser/s after having satisfied him/themselves as to the right of the builders for construction of building on the schedule land and sell Flats / Shops / Row Houses / Units, etc. therein ; have agreed to purchase the Flat / Shop / Row House / Unit, etc. sold by this Agreement.

AND WHEREAS the Purchasers has/have prior to the execution of this Agreement satisfied himself/herself/ themselves about the title of the Builders to the said land and he /she/they shall not be entitled to further investigate the title of the Builders and no requisitions or objections shall be raised on any matter relating to the title.

AND WHEREAS the Purchasers has/have seen the building plans as also the particular of the specifications in accordance with which the said building is to be constructed. The builders shall be entitled to make such changes in the building plans (including change of users of the area therein) as the builders may from time to time determine and as may be approved by the Mira Bhayander Municipal Corporation and other concerned authorities and the Purchasers do hereby agrees to the same. This shall operate as an irrevocable consent of the Purchasers to the Builders to make such changes constructed in accordance with the specifications.

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

1. The Builders shall sell to the Purchaser, and the Purchaser shall purchase from the Builders, on "Ownership" basis a premises being Flat No. 502 on the 5th floor in B Wing, admeasuring 40.23 sq. mts. (carpet area) i.e. - sq. mts. (built up area) and Car Parking Space under stilt/ open No. - in the compound of the building which premises are and hereinafter briefly referred to as "the said Premises" shown by red colour boundary

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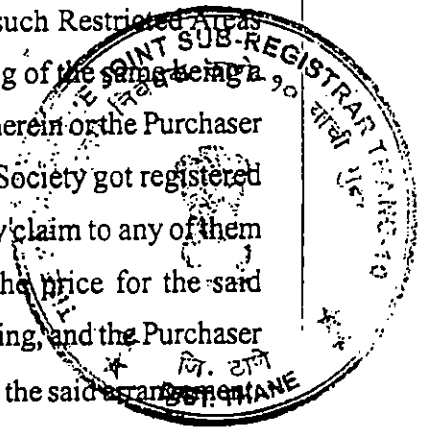
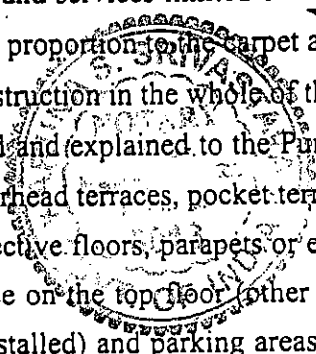
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lines on the floor plan Annexure 'A' hereto in the building named "Sagar Drashti", now under construction by the Builders on the land more particularly described in the Schedule hereunder written (hereinbefore and hereinafter briefly referred to as "the said Land") at or for the aggregate lump sum consideration of

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Rs. 3,50,000/- Rupees Three Lact Fifty Thousands Only) payable as mentioned in Clause 2 below, and subject to the terms and conditions hereinafter mentioned. The said Building, as presently designed is to comprise of ground/stilt and seven upper floors, and is to utilize F.S.I as computed by the Mira Bhayander Municipal Corporation for sanctioning Building plans of the said Building under construction on the said land and on the basis of F.S.I. available to larger property exclusive of areas permitted by the Mira Bhayander Municipal Corporation on account of balconies, staircase/lift Cup-Boards, servant's toilets, stilt, road set-back, etc. The percentage of undivided interest of the Purchaser in the common areas and facilities, amenities, fixtures, fittings, common passages, water tanks, pump rooms, compound open areas, lifts, staircases, lobbies, landings, internal access roads and other areas and services limited or otherwise-pertaining to the said premises shall be in the proportion to the carpet area of the said premises to the total carpet area of construction in the whole of the said Building. The Builders have expressly clarified and explained to the Purchaser, and the Purchaser has understood that the overhead terraces, pocket terraces, set-back terraces, flower beds, pergolas on respective floors, parapets or external walls, blank walls and other walls open terrace on the top floor (other than portions thereof wherein water tanks, etc. are installed) and parking areas in the compound (hereinafter referred to as the "Restricted Areas") are not common areas or limited common areas, and are for the purposes of this agreement, exclusive areas covered by the definition of "Flat" under the Maharashtra Ownership Flats Act, 1963, and the Builders shall be entitled to and shall, sell and dispose of such Restricted Areas to persons of their choice on ownership basis, on the footing of the same being a "Flat" as defined in the M.O.F Act, 1963, and the Purchaser herein or the Purchaser of other premises in the said Building, or the Co-operative Society got registered by them shall not be entitled to object to the same, or lay any claim to any of them or the sale proceeds thereof, on any basis whatsoever. The price for the said premises has been fixed by the Builders on the aforesaid footing, and the Purchaser shall not be entitled to dispute, challenge or call into question the said arrangement.



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The Purchaser shall pay to the Builders the price for the said premises as follows viz.

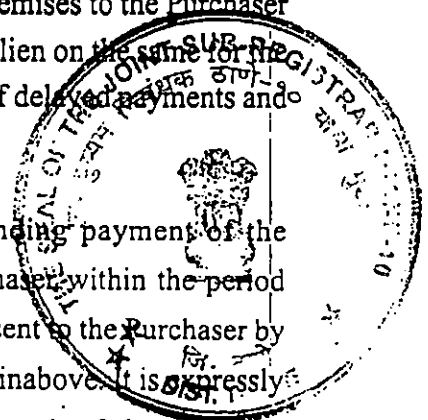
- (1) Rs. 11,000/- paid on or before the execution hereof being Earnest Money Deposit/part consideration amount (the builders admits and acknowledges receipt of the same).
2. Rs. 3,19,000/- Within ~~one month~~ one month
3. Rs. _____ /- On completion of each Slab
 Rs. _____ /- (Rs. _____ x 8 Slabs)
4. Rs. _____ /- On completion of Brickwork
5. Rs. _____ /- On completion of Plaster
6. Rs. _____ /- On completion of Flooring
7. Rs. 20,000/- On / before possession
- Total: Rs. 3,20,000/-

G.A. Jindal
M.A. Bhatia

G.A. Jindal
M.A. Bhatia

The Purchaser declares and confirms that he has agreed to pay the price for the said premises in installments as mentioned above, taking into consideration the present stage of construction of the said Building, the proportion of costs involved in the execution of the different stages of work, the location of the said premises in the Building and expenses to be incurred by the Builders in getting ready the said premises. Under no circumstances, the Purchaser shall get possession of the said premises without first paying to the Builders all amounts due hereunder; if however the Builders does give possession of the said premises to the Purchaser before recovery of the full price therefore, it shall have a lien on the same for the balance of the unpaid price and interest due on account of delayed payments and other amounts due.

3. The Builders shall intimate to the Purchaser, demanding payment of the installments of the purchase price payable by the Purchaser within the period mentioned in such intimation, which intimation shall be sent to the Purchaser by the Builders when the same falls due as per clause 2 hereinabove. It is expressly agreed by the Purchaser that the time for payment of each of the aforesaid installments of the purchase price as stated in the intimation to be sent to the Purchaser as mentioned hereinabove and in respect of all amounts payable under these presents by the Purchaser to the Builders shall be "ESSENCE OF THE CONTRACT".



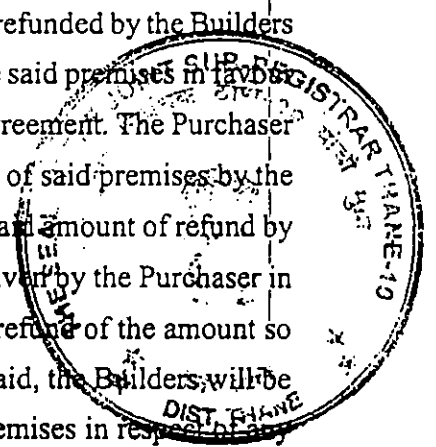
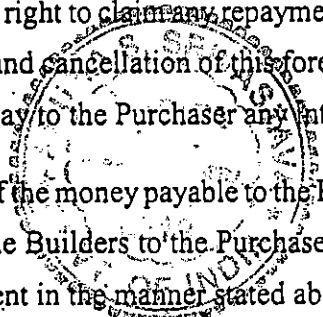
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G.A. Jindal
M.A. Bhatia

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4. On the Purchaser committing a default in payment of any amount due and payable by the Purchaser to the Builders under this agreement (including proportionate share of taxes and/or increase in levies by the concerned local authority, maintenance charges and any other outgoings) or a breach of any of the terms and conditions herein contained, the Builders shall be entitled at their option to unilaterally terminate, cancel and revoke this agreement. The termination of this Agreement by the Builders will be binding on the Purchaser and the Purchaser will not raise any objections in that behalf. Upon termination of this agreement by the Builders: (a) they shall be entitled and authorized to unilaterally forfeit Fifteen (15%) percent of the consideration payable under clause 2 above as and by way of agreed and quantified liquidated damages and repay the balance amounts if any till then paid by the Purchaser to them (b) the said amount so forfeited by the Builders will be appropriated by the Builders as they may deem fit (c) the Purchaser will not be entitled to remain in the use, occupation, enjoyment or possession of the said premises and the Builders will be authorized to resume the possession thereof from the Purchaser (d) the Builders will be entitled and authorized to sell the said premises to any other person or persons for such consideration and upon such terms and conditions as they may deem fit and proper and the Purchaser will not object and question the same and (e) the Purchaser shall have no right to claim any repayment of the said earnest money deposit upon termination and cancellation of this foregoing agreement. The Builders shall not be liable to pay to the Purchaser any interest on the amounts so refunded.

5. The refund of the money payable to the Purchaser as mentioned hereinabove shall be paid by the Builders to the Purchaser within 60 days after the termination of this Agreement in the manner stated above subject to the deduction as specified in clause 4 hereinabove stipulated. At the time of refund of the amount as aforesaid, the factors and circumstances specified in clause 4 shall be taken into consideration to arrive at the making of the amount to be refunded by the Builders to the Purchaser. The Builders shall be entitled to sell the said premises in favour of any other party immediately on termination of this Agreement. The Purchaser herein will have no right to object to such sale /disposal of said premises by the Builders. The Purchaser also agrees that sending of the said amount of refund by cheque by the Builders to the Purchaser at the address given by the Purchaser in these presents, whether encashed or not will amount to refund of the amount so required to be refunded. Without prejudice to the aforesaid, the Builders will be entitled to exercise a first lien and charge on the said premises in respect of any amount or interest thereon remaining unpaid by the Purchaser under the terms and conditions of this agreement. The Purchaser does hereby agree and undertake that he will not sell dispose of or otherwise deal with the said premises or in any manner part with possession thereof during the subsistence of such a charge of the Builders on the said premises.



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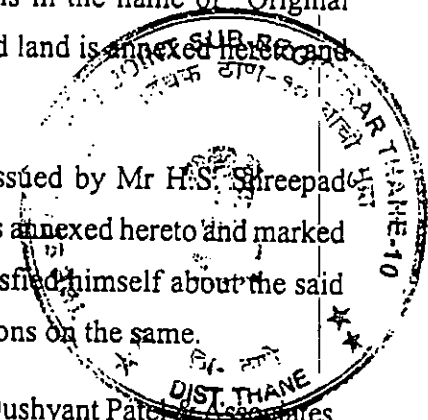
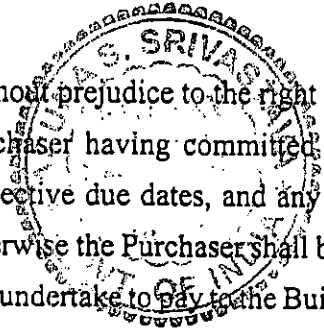
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In the event, the Purchaser desires not to purchase the said premises and/or the Agreement is cancelled by the Builders, 15% of the consideration paid/payable by the Purchaser in respect of the said premises shall stand forfeited and the Purchaser shall not be entitled to such portion of the consideration paid/payable by him/her to the Builders. It is further agreed that in such circumstances the Purchaser shall also have to bear the loss, if any, being the difference of the amount in the rate at which the Purchaser booked the said premises and the rate prevailing at the time of cancellation by the Purchaser of the said premises and/or by the Builders. The Purchaser shall also have to bear and pay to the Builders at the time of such cancellation, the brokerage charges (if the premises is purchased through a broker) which brokerage shall have been already paid by the Builders to such broker. The Purchaser will also be liable to pay interest on any defaulted payment as per the terms, herein contained at the time of making refund when the Purchaser has express his/her desire to cancel this agreement. It is agreed by and between the parties that all above referred amounts due and payable by the Purchaser shall be deducted from the amount received by the Builders from the Purchaser.

7. Without prejudice to the right of the Builders to terminate this Agreement if the Purchaser having committed default in payment of the installments on their respective due dates, and any other amounts payable under this Agreement or otherwise the Purchaser shall be liable to pay and does hereby irrevocably agree and undertake to pay to the Builders the amount payable along with interest @ of 21% p.a. on all delayed payment of money becoming due hereunder including on installments of the consideration price.
8. The said land in revenue record i.e. 7/12 Extract is in the name of "Original Owners". A copy of the said 7/12 Extract of the said land is annexed hereto and marked Annexure 'B'.
9. The Title Certificate dated 25th October, 2007 is issued by Mr H.S. Shreepad Murthy- Advocate for the Builders, a copy whereof is annexed hereto and marked Annexure 'C'. The Purchaser has accepted and satisfied himself about the said title, and shall not raise any objections and requisitions on the same.
10. The Builders have engaged the services of Messrs. Dushyant Patel & Associates, Architects & Engineers to supervise the construction of the said Building, and of B. J. Mehta Structural Engineers, to prepare the structural designs and drawings thereof, and the construction of the said Building shall be under the supervision of the said Architects and/or other Licensed Architects, and Structural Engineers as required under the bye-laws of the Mumbai Municipal Corporation for the time being in force.



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11. The Purchaser has given his irrevocable consent and permission to the Builders laying out and constructing such new/extension Building/constructing additional floors in the said Building/s on the said land, and has irrevocably agreed not to raise any objection to the same. As of now, no part of the construction permissible on the said land has been transferred for construction to any other land; the Builders have prepared the Layout and structural design of the building by consuming 1 (one) F.S.I. (inclusive of proportionate F.S.I. made available against D. P. Road) and by utilising T.D.R. permissible on the said land . The Builders have disclosed and informed the Purchaser that the Builders proposed to bring in further TDR – FSI from other properties as at presently permitted by the appropriate authorities and the Builders shall be constructing additional construction / Building Residential and/or Commercial as may be permitted on the said land at any time before or even after the said land is transferred to the society formed and registered by premises Purchaser in the said Buildings. The Builders have further disclosed to the Purchaser that the Builders are negotiating to acquire development rights of the adjoining properties and shall / may expand the Lay-out and/or prepare separate Lay-out with a right of way from the schedule property, to which neither the Society nor any of the Purchaser shall raise objection of any sort. The Deed of Conveyance in respect of the said land shall reserve such rights unto the Builders.

12. The Purchaser hereby authorizes the Builders, to sign on behalf of the Purchaser any or all undertakings and indemnities required by the Mira Bhayander Municipal Corporation or any other State or Central Government/s Competent Authority/s under any law concerning construction of such upper floors or any part thereof and/or for further additional construction. It is agreed that any further additional construction shall always be the property of the Builders who shall be entitled to use, deal with, dispose of, sale and transfer the same in any manner the Builders may decide. The Purchaser agrees not to raise any objection and/or claim, reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance.

13. If the Purchaser in order to augment the resources in his/her/their hand for the purpose of payment of consideration amount to the Builders under this Agreement, seeks a loan from financial institution, banks or other institutions against the security of the said premises subject to the consent and approval of the Builders, then in the event of the Purchaser committing a default of the payment of the installments of the consideration amount and in the event of the Builders exercising their rights to terminate this Agreement, the Purchaser shall and the Purchaser further hereby undertakes to clear the mortgage debt outstanding at the time of the said termination. The Purchaser shall obtain the necessary letter from such

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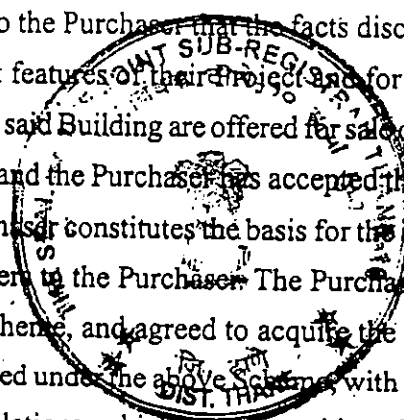
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financial institution, banks etc. stating that the Purchaser has cleared the mortgage debt. On receipt of such letter from the financial institutions, banks etc the Purchaser shall be entitled to the refund of the amount so paid by him/her/them to the Builders towards the said premises. However, the Builders shall also be entitled to directly pay the amount payable to the financial institution, bank or to his/her/their employers or other such institutions who have made the payment on behalf of the Purchaser from the amount standing to the Purchaser's credit with the Builders towards the said premises (paid by him/her/them to the Builders towards the consideration amount) to the extent so as to clear the mortgage debt from such banks, financial institutions, etc. and the Purchaser be entitled to the refund of the balance amount standing credited to the account of the Purchaser with the Builders towards the said premises. Notwithstanding what is stated hereinabove it shall ALWAYS be obligatory on the part of the Purchaser to pay the installments of the consideration amount as and when due under the terms of this Agreement and the Purchaser shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Purchaser has applied for the loan to such financial institution, banks, their employers or such other institution and further irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Purchaser shall not be permitted to raise any contentions in respect of his failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Purchaser has/have applied for loan to such financial institution, banks, their employers or such other institutions and that the same is under process of disbursement or that the said loan application of the Purchaser is rejected.

14. The Purchaser hereby grants his express and irrevocable consent to the Builders to raise any loan or any other financial facility to mortgage the said land or the said Building, to enable the Builders to augment the funds for the development of the said land. The Builders shall clear the mortgage debt in all respects before the execution of the conveyance of the said land in favour of the Society and/or in favour of the Organisation formed and registered by the premises Purchaser in the Building being constructed by the Builders on the said land.

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15. The Builders have explained to the Purchaser that the facts disclosed by them as aforesaid constitute the salient features of their project and for sale of premises therein, and that premises in the said Building are offered for sale only as envisaged under their aforesaid Scheme, and the Purchaser has accepted the same and such acceptance thereof by the Purchaser constitutes the basis for the agreement to sell the said premises by the Builders to the Purchaser. The Purchaser confirms that he has approved of the said Scheme, and agreed to acquire the said premises in the said Building as contemplated under the above Scheme, with due notice of the aforesaid facts, terms and stipulations, which are acceptable to him.



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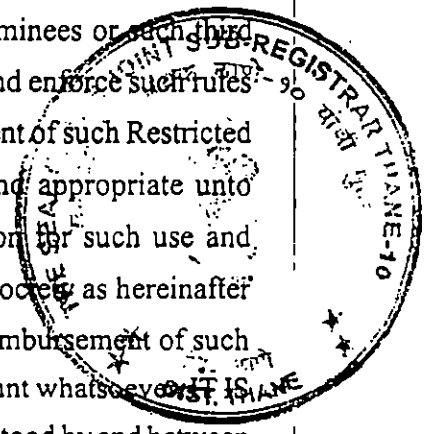
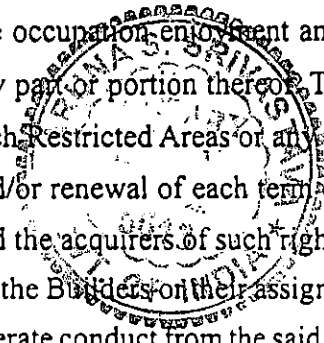
To the Builders making alterations in premises other than the said premises to permit user thereof as by banks, clinics, consultation rooms, professional offices, shops, guesthouses, restaurants, government and semi-government offices or for other permitted user as may not be objected to by the local authority, and selling such premises for such use, and to the Builders selling the said restricted areas such as set-back/open terrace, flower beds, pergolas, etc. on any floor of the said Building to any person of their choice on ownership basis like other premises therein for use appurtenant to any premises in the said Building or for any purpose not objected to by the local authority, or to their granting like rights for erection and display of hoardings on walls. However unless and until the Builders expressly sells assigns transfers or in any manner grant the rights to use utilize or occupy the said Restricted areas or any part or portion thereof, the Builders, will be deemed to be in the exclusive possession thereof. Further, the Builders their agents, servants, licensees, transferees or assigns will always be entitled to have the uninterrupted access thereto. The Purchaser does hereby agree and undertake not to, in any manner, obstruct hinder hamper or object to the Builders or their agents, servants, licensees, Transferees or assigns being in the exclusive use occupation enjoyment and possession of the said Restricted Areas or any part or portion thereof. The Builders may ultimately be the Lessee of such Restricted Areas or any part or portion from the Society in perpetuity and/or renewal of each term of 98 years on a monthly lease rent of Re. 1/- and the acquirers of such rights shall claim their rights under the Builders.

(g) To the Builders or their assigns or nominees or such other third party to run operate conduct from the said Restricted Areas or any part or portion thereof such activity or activities as they may desire on professional and/or commercial basis or any other basis AND THAT they will be entitled to allow any outsiders (persons not owning any Premises in the said Building) to use enjoy the facilities amenities to be provided in any in the said Restricted Areas. The Builders or their assigns or nominees or such third parties as aforesaid will be entitled to make stipulate and enforce such rules regulations byelaws and directions for the use enjoyment of such Restricted Areas or any part thereof and to receive recover and appropriate unto themselves the charges fees deposits and subscription for such use and enjoyment thereof and that the Purchaser or the said Society as hereinafter provided or any of them will not be entitled to any reimbursement of such fees charges deposits or any other receipts on any account whatsoever. IT IS FURTHER CLARIFIED and expressly agreed and understood by and between the parties hereto that the Builders or their assigns or nominees or such third parties will always be entitled to the said Restricted Areas including

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the rights to own manage run conduct transfer or assign the benefits thereof and receive recover and appropriate consideration received there from including from the day to day business carried out there from and the Purchaser will have no rights thereto either in his individual capacity or through the said Society as aforesaid.

The consent hereby granted by the Purchaser shall be construed to be consent granted u/s 7 (2) of the Maharashtra Ownership Flats Act, 1963, and is irrevocable and constitutes the basis for the agreement herein including for the price fixed for the said premises in as much as the Builders have taken into account any likely income or profits that may accrue to them on account of the benefits accruing to them by reason of the better development of the said land by availing of the benefit of the irrevocable consents granted by the Purchaser, and the same shall remain valid, continuous, subsisting and in full force and effect even after possession of the said premises is handed over by the Builders to the Purchaser, or possession of the said land and the Building constructed thereon is granted to the Society until the said land and the Building/s erected thereon are transferred to such society.

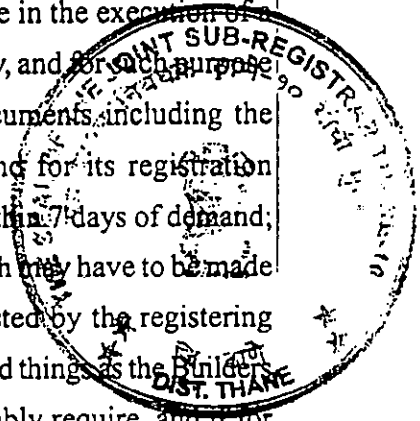
17. The Purchaser, so as to bind all persons claiming by under or through him, hereby agrees and covenants with the Builders that :-

- (a) He will pay to the Builders installments of price of the said premises and other amounts becoming due hereunder on the respective due dates as provided herein, time being of essence.
- (b) He will actively assist and co-operate in the formation of a Co-operative Society of premises Purchaser in the said Building to be known by a name incorporating the word "SAGAR DRASHTI" with bye-laws similar to the prescribed Model Bye-laws with changes therein as may be deemed necessary and become and be a member thereof and co-operate in the execution of a Conveyance of the said land in favour of such Society, and for such purpose from time to time sign all letters writings and documents, including the application for membership in the said Society and for its registration including the bye-laws and other relevant papers, within 7 days of demand; he will not object to any change or modification which may have to be made in the same as may be thought necessary or suggested by the registering authority; he will also do all other acts deeds matters and things as the Builders and/or other promoters of such Society may reasonably require, and if for any reason such a Co-operative Society cannot be or is difficult to be got registered, he will actively assist in the formation of some other type of Common Organisation as may be decided upon by majority of premises-

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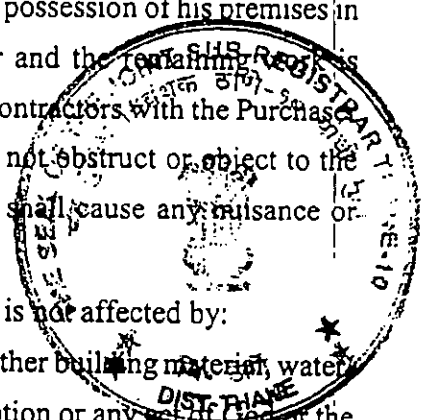


Purchaser in the said Building, and incur and pay all expenses of and incidental thereto in the proportion of the carpet area of his premises to the total carpet area of all premises in the said Building and;

- (c) He will take possession of the said premises within 7 days of the Builders offering him possession thereof.

18. It is further agreed between the parties hereto that:-

- (a) The Builders will sell all the premises/open/stilt car parking spaces and terraces etc. in the said Building that will be constructed on the said land on ownership basis with a view ultimately that at the option and at the sole discretion of the said Builders the said Purchaser alongwith the Purchaser of the other Premises/open/stilt car parking spaces and terraces in the said Building, as the Builders may direct, should form themselves into a Co-operative Society to be registered under the Maharashtra Co-operative Societies Act 1960 (hereinafter referred to as the "Society").
- (b) The Builders shall observe perform and comply with all the terms conditions stipulations and restrictions imposed by the Mira Bhayander Municipal Corporation while sanctioning the Building plans, and thereafter in the matter of construction of the said Building, and shall before handing over possession of the said premises to the Purchaser obtain from the Mira Bhayander Municipal Corporation the Occupation and/or Completion Certificate in respect of the said construction.
- (c) The Builders shall provide in the said Building/premises amenities fixtures fittings and other conveniences as set out in the Third Schedule hereunder written.
- (d) The Builders shall be at liberty and entitled to complete any wing/part/portion/floor of the said Building, and apply for and obtain part Occupation and/or Completion Certificate therefore and give possession thereof to the acquirers of such premises, and the Purchaser shall not object to the same; in such event, however, if the Purchaser takes possession of his premises in such part completed wing/part/portion/floor and the work is being carried on by the Builders or their agents or Contractors with the Purchaser occupying his premises, the Purchaser shall not obstruct or object to the carrying on of such works even if the same shall cause any nuisance or annoyance to him.
- (e) The Builders shall, if their construction work is not affected by:
- Non-availability of steel, cement, and other building material, water, electric supply, riots, war, civil commotion or any act of God or the operation of any notice or notification of the Government and/or of any other body or authority or any order of any court.
 - Labour problems or other force major conditions or



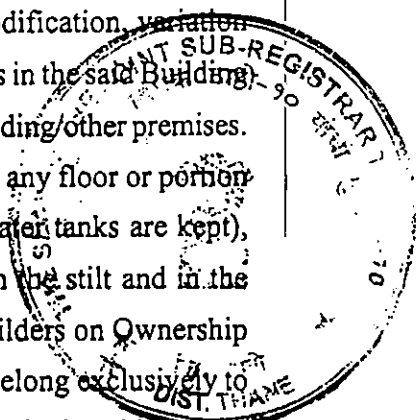
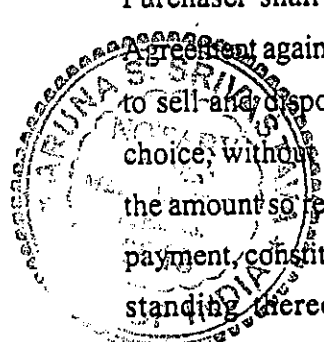
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M. A. Baidy

iii. Circumstances beyond its control, complete the construction of the said Building and give possession thereof to the Purchaser on or before 01/03/2010, and if for any of the aforesaid reasons, handing over of possession of the said premises is delayed, the Builders shall be entitled to a reasonable extension of time as may be certified by their Architects. If however, the Builders are unable to give possession of the said premises on or before the stipulated date or even before any further extended dates as may be agreed upon between the parties or as may be fixed by the Architects, the Purchaser shall be entitled to terminate this Agreement by giving 30 days written notice to the Builders, and in such event the Builders shall on demand refund to the Purchaser all amounts received by them from him together with interest thereon at the rate of 9% per annum from the date of receipt till refund, and on such refund the Purchaser shall thereafter have no claim whatsoever under this Agreement against the Builders, and the Builders shall then be entitled to sell and dispose of such premises to any other person/s of their choice, without the Purchaser being entitled to object to the same; the amount so repayable by the Builders to the Purchaser shall, until payment, constitute a charge on the said land including the Building standing thereon. Provided that the Builders shall handover possession of the said premises to the Purchaser as agreed subject to the Purchaser making full payment of the consideration in respect of the said premises and all other amounts hereunder payable by him to the Builders and subject to the Deed of Transfer as is hereby contemplate being executed in favour of the said society.

- (f) The Builders shall obtain the prior written consent of the Purchaser before effecting any variation or modification in the Building, only if same adversely affect the said premises. PROVIDED HOWEVER no such consent of the Purchaser shall be required for them to effect any modification, variation or amendment in the designs/plans of the other premises in the said Building or to make additions and alterations in or to the said Building/other premises.
- (g) The Restricted Areas including the set-back terrace on any floor or portion of the top terrace (other than the portion on which water tanks are kept), flower beds, pergolas, etc. and Car Parking Spaces in the stilt and in the compound of the said Building may be sold by the Builders on Ownership basis as an independent premises, and the same shall belong exclusively to the acquirer thereof, and shall be used by him exclusively without any interference from the Society or other occupants in the Building; the same shall for the purposes of the M.O.E. Act be treated as a "flat" as defined therein.



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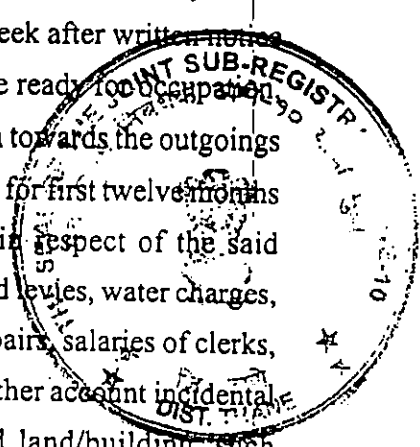
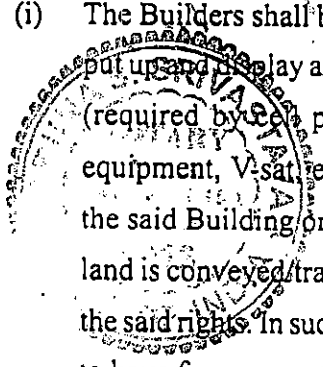
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(h) Nothing contained in this agreement is intended to be nor shall be construed to be a grant, demise or assignment in law of the said premises or of the said land or Building or any part thereof, such conferment to take place only on the transfer of the said land to the Society, being the nominee of the acquirers of all premises in the said Building by a regular conveyance. The Purchaser shall have no claim save and except to the premises hereby agreed to be acquired by him, and all open spaces, etc. shall remain the property of the Builders until the said land including the Building standing thereon are transferred by the Builders to the Society as hereinbefore mentioned. It is hereby clarified that the Builders are entitled to and are hereby expressly authorized to sell dispose of or allot the said Restricted Areas of the said land or the said building or any part thereof including the unutilized F.S.I or additional F.S.I or T.D.R or any other benefit privileges or advantage as aforesaid or create any third party rights in favour of such persons for such consideration and on such terms and conditions as they may deem fit and proper in their absolute discretion.

(i) The Builders shall be entitled to put up himself or permit any third party to put up and display any logo, board, hoarding, telecommunication equipment (required by cell phone operators), antennae, satellite communication equipment, V-sat etc. and other display material on the external walls of the said Building or on the terrace thereof, and in such event after the said land is conveyed/transferred to the society the Builders shall hold and enjoy the said rights. In such cases, the Builders and their Licensees shall be entitled to have free access to the part of the said land on which such logo board or hoarding is displayed and the electric installations provided therefore at any time, and the Purchaser and the society shall not do anything whereby the publicity value of such logo board or hoarding site shall be impaired or prejudicially affected,

(j) Until the said Building with the said land is transferred to the said society, the Purchaser herein shall, irrespective of whether he has actually taken possession of his premises or not, commencing a week after written notice is given to him by the Builders that his premises are ready for occupation pay to the Builders provisional monthly contribution towards the outgoings of the said premises at the rate of Rs. 500/- per month for first twelve months amounting to Rs. 6,000/-, to meet the expenses in respect of the said premises on account of Municipal and other taxes and levies, water charges, insurance premium, common electricity charges, repairs, salaries of clerks, bill collectors, chowkidars and sweepers or on any other account incidental to the management and maintenance of the said land/building, such contribution shall be paid by the Purchaser on or before the 5th day of each month in advance to the Builders or PROVIDED that the Purchaser does

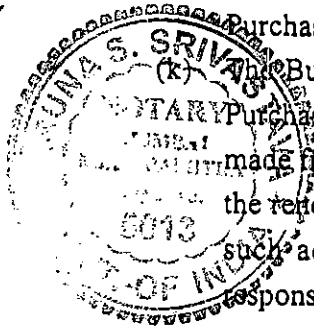


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M.A. 1002

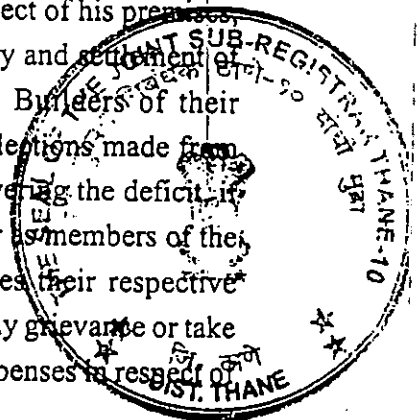
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hereby agree and undertake to pay to the Builders such provisional monthly contribution as may be determined by the Builders till his share in the outgoings is determined by the Builders on the basis of the areas of the said premises in the said building are assessed for municipal taxes and water taxes etc. Before possession of the said premises is handed over to him, the Purchaser will deposit and keep deposited with the Builders a sum of Rs. 6,000/- (being the provisional monthly contribution for twelve months) as security for regular payment of the dues payable as aforesaid. The amounts so paid by the Purchaser to the Builders will not carry any interest and shall remain with the Builders subject to the disbursement there from of the amount for the purposes aforesaid until the necessary Deed of Transfer is executed in favour of the said society as aforesaid. The Builders shall, from and out of such contributions pay the common expenses in respect of the said land, and on transfer of the said land to the society render to it a consolidated account of the total amount collected from all premises Purchaser and of the total amount spent out of the same, and pay over the surplus or recover the deficit, as the case may be, to/from the society. The Purchaser will have no right of account of such amounts.



The Builders shall not, if they have collected any contribution from the Purchaser, render to the Purchaser any individual account of the collections made from him and/or of the expenses incurred in respect of his premises. On the rendition of the consolidated account to the Society and settlement of such account with the Society shall discharge the Builders of their responsibility to refund excess, if any, out of such collections made from one or more of the premises Purchaser and/or of recovering the deficit, if any, from one or more of them, the premises Purchaser as members of the Society shall make up and adjust amongst themselves their respective accounts. The Purchaser shall not be entitled to make any grievance or take any objection to the consolidation of all receipts and expenses in respect of the different premises in the said Building as aforesaid.



- (1) The Purchaser shall before taking possession of the said premises deposit with the Builders the following amounts provisionally (which shall not bear interest) viz.

G.A. Baid
M.A. Baid

- i) Rs. 460/-
ii) Rs.

towards the cost of 5 shares in the Society and entrance fees thereto.

towards the proportionate share of the Purchaser in respect of the said premises towards professional fees of the Advocate engaged for preparing, engrossing, stamping and registering the different documents, declarations etc. to be executed by the Builders, the acquirers of premises in the said Building and the proposed Society from time to time and for registration of the

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G.A. Baid
M.A. Baid

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Society and transfer of the said land to it. (Not to be accounted)

G.A. Jais
M.A. Baid

iii) Rs. _____/- towards the professional fees of the Advocates for preparing engrossing and Stamping this Agreement for Sale of the said premises to them (to be paid on execution hereof). (Not to be accounted)

iv) Rs. _____/- Electric Meter & cable, sub-station charges. (Not to be accounted)

G.A. Jais
M.A. Baid

v) Rs. _____/- Development Charges and other Municipal Charges (Not to be accounted)

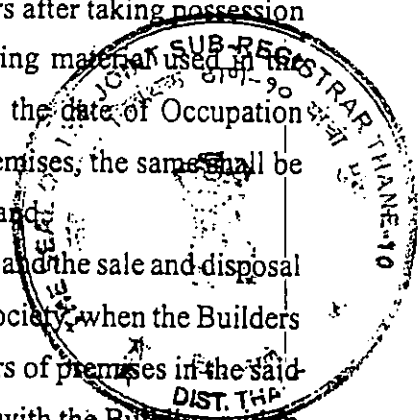
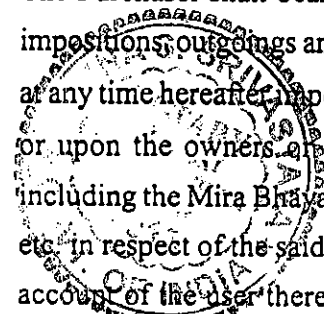
vi) Rs. _____/- towards advance/deposit for regular payment of the proportionate share in taxes and other charges and outgoings of the said premises. (Accounted)

(m) It is further agreed that the Builders will have full and absolute right authority and power to invest such amount or amounts in the manner it may deem fit and the Purchaser shall have no right to ask or claim any refund or adjustment of the amount mentioned herein against the expenses, municipal taxes and outgoings or any increase therein.

(n) The Purchaser shall bear and pay a proper proportion of the dues, duties, impositions, outgoings and other burdens of any nature and kind whatsoever at any time hereafter imposed upon the said land and/or the Building/s and / or upon the owners or Purchaser of premises therein by any authority including the Mira Bhandar Municipal Corporation, revenue authorities, etc. in respect of the said entire Building or the said premises including on account of the user thereof.

(o) If the Purchaser brings to the notice of the Builders after taking possession of his/her/their premises any defect in the Building material used in the construction within a period of three years from the date of Occupation Certificate being granted in respect of the said premises, the same shall be dealt with as provided in Sec. 7 of the M.O.F. Act and

(p) On completion of construction of the said Building and the sale and disposal of all premises therein, and on registration of the Society, when the Builders shall have received all their dues from the acquirers of premises in the said Building, they shall convey the said land together with the Building within one year to the said Society and the said society shall bear and pay all out of pocket expenses including stamp duty and registration charges, if any and the professional fees of the Advocate engaged for the purpose. If the Builders gets the Society registered in respect of the said land, and if in their discretion, they chooses to transfer the said land together with the Building



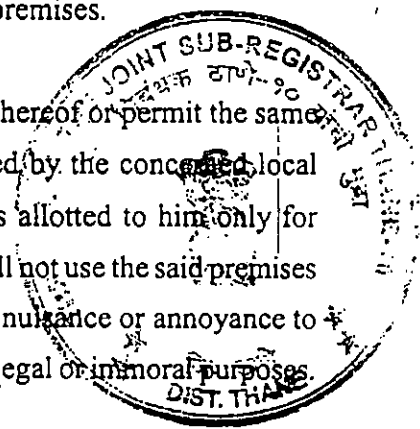
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and structures constructed thereon to the Society earlier, by a Deed of Conveyance, the authority of the premises-Purchaser in the said Building and of the said Society shall nevertheless be subject to the overall control and authority of the Builders over all or any of the matters concerning the said Building, the construction and completion of additional construction thereon and the amenities therein, and in particular they shall continue to be entitled to sell and dispose off the unsold premises as they may deem fit to persons of their choice, and the Society and/or its members being the premises-Purchaser shall not object to the same or refuse to enroll such premises-Purchaser as members thereof. Despite the transfer of the said land to the Society by execution of a Deed of Conveyance as aforesaid, the unsold premises shall continue to be the absolute property of the Builders, saleable by them to persons of their choice entirely at their discretion, and such premises shall be deemed to have been brought into the society and vested in it only on the acquirers thereof from the Builders being enrolled as members of the Society. The Deed of Conveyance to be executed in favour of the Society shall contain appropriate covenants to such effect. If any premises remain unsold on the date of registration of the Society or on transfer of the said land including the Building constructed thereon to it, the Builders may allow such premises to be used temporarily by persons of their choice pending the sale thereof on 'Ownership' basis without having to obtain the approval, sanction or consent from the Society, and neither the Purchaser herein nor the Society nor its members shall be entitled to object to the same and will not call upon or require the Builders to contribute any amount towards maintenance charges outgoings or contributions and sinking fund, repairs, water charges, gardening /watchmen/ security/ sweeper charges etc. or for any fund provided for under the bye-laws or regulations of the Society. The Builders will also be entitled to the refund of the Municipal taxes on account of the vacancy of such unsold premises.

19. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for the purpose that may be permitted by the concerned local authority. The Purchaser shall use the parking spaces allotted to him only for purpose of parking his own vehicles. The Purchaser shall not use the said premises for any other purpose, which may or is likely to cause nuisance or annoyance to the occupiers of the neighbouring premises or for any illegal or immoral purposes.
20. In case the Purchaser gives the said premises on leave and license basis or on any other basis and if on that account the authority or any other authority charges the municipal or other taxes at an increased rate the Purchaser hereby agrees to pay such increased municipal taxes in respect of the said premises. In case the Purchaser



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fails to pay such increased municipal taxes the Purchaser shall alone be liable for all the consequences that may arise whether directly or indirectly or remotely from such non-payment.

21. The terrace space or balcony or deck or space for installation of Air Condition in front of or adjacent or vertically or horizontally connected to the premises in the said building duly allotted to the Purchaser of such premises shall belong exclusively to the respective Purchaser of such premises and such terrace space or balconies or deck or space for installation of Air Condition are intended for the exclusive use of the respective Purchaser alone. Such terrace deck or balcony shall not be enclosed by the Purchaser till the permission in writings is obtaining from the concerned local authority and the Builders or the said society as the case may be. The Purchaser or the said society will not raise any objection or make any claim of any nature whatsoever to such terraces or balconies or portions thereof.

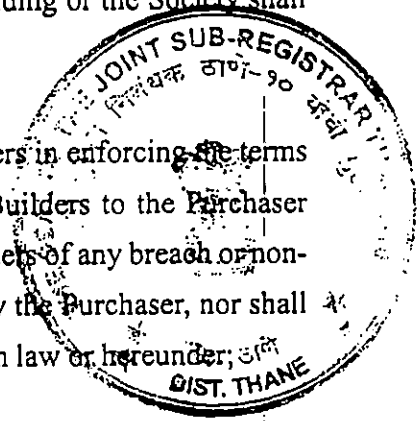
22. The stamp duty registration charges and all other costs of and incidental to the foregoing agreement shall be borne and paid by the Purchaser alone. The stamp duty registration charges and all other costs, charges and expenses in respect of the Deed of Transfer and other documents to be executed as is hereby contemplated shall be proportionately borne and paid by the Purchaser (that is in the proportion of the area of the said premises to the aggregate area of the said building) prior to the possession of the premises is given and at such rate as may be ascertained and fixed by the Builders.

23. The name of the said Building shall be "SAGAR DRASHTI" and the name of the Society which shall be got registered by the acquirers of premises in the said Building shall also contain the said word SAGAR DRASHTI, and the Purchaser herein or the other premises Purchaser in the said Building or the Society shall not change the same.

24. Any delay tolerated or indulgence shown by the Builders in enforcing the terms hereof, or any forbearance or giving of time by the Builders to the Purchaser shall not be construed as waiver on the part of the Builders of any breach or non-compliance of any of the terms or conditions hereof by the Purchaser, nor shall the same in any manner prejudice the Builder's rights in law or hereunder.

25. All notices to be served on the Purchaser shall be deemed to have been duly served if sent to him Under Certificate of Posting, or by Registered Post at his address given on page 1 of this Agreement.

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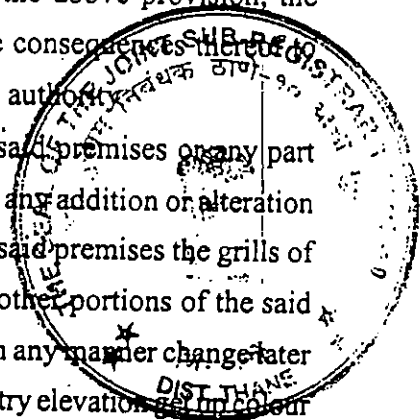
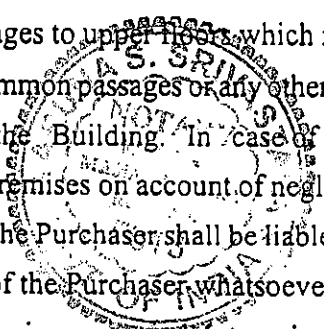


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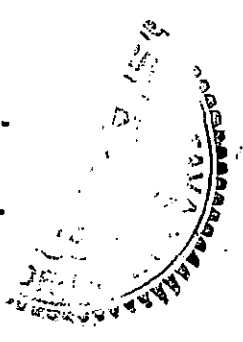
26. The Purchaser themselves with the intention to bind all persons into whose hands the said premises may come and who may time to time be entitled to the benefit under this Agreement do hereby covenant with the Builders as follows :

- (a) To maintain the said premises at Purchaser's cost in good tenantable repair and condition from the date the possession of the said premises is taken and shall not do or suffer to be done anything in or to the said premises or any part thereof the said building or staircase or any passage or any part of the Building including but not limited to the said Common Areas and Restricted Areas which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change alter or make additions in or to the Building in which the said premises is situated.
- (b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are as heavy as to damage the construction or structures 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 to upper floors which may damage or likely to damage the staircase, common passages or any other structures of the Building including entrance of the Building. In case of any damage caused to the Building or the said premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable to pay the damages incurred due to the default of the Purchaser whatsoever.
- (c) To carry at their own cost all internal repairs to the said premises only with prior written permission of the Builders or the said society and maintain the said premises in the same condition state in which they were delivered by the Builders to the Purchaser and shall not do or suffer to be done anything in or to the Building or carry out the repairs or changes in the said premises which may be forbidden by the rules and regulations and Bye-laws of the concerned local authority or other public authority and in the event of the Purchaser commit any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences incurred by the concerned local authority and/or other public authority.
- (d) Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration or modification of whatsoever nature in or to the said premises the grills of window, lift landings and outside staircases and other portions of the said Common Areas and Restricted Areas which may in any manner change later harm deface or spoil prejudicially affect the symmetry elevation or colour scheme of the Building or any part thereof and shall keep the partitions, sewers, drains, pipes, in the said premises and appurtenances thereto in good conditions and in particular so as to support shelter and protect the other



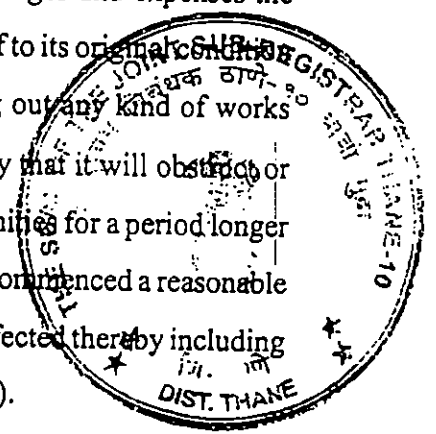
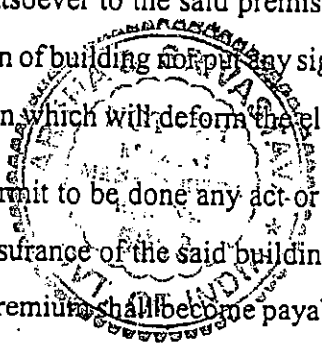
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parts of the Building and shall not in any manner damage the columns, beams, walls, slabs, or R.C.C. parts or other structural members in the said premises without the prior written permission of the Builders and/or the Co-operative Society. In case on account of any alterations being carried out by the Purchaser in the said premises (whether such alterations being carried out by the Purchaser in the said premises are permitted by the concerned Authorities or not) there shall be any damage to the adjoining premises or to the premises situated below or above the said premises (inclusive of leakage of water and damage to the drains) the Purchaser shall at their own costs and expenses repair such damage (including recurrence of such damages).

- (e) Not to throw, dirt, rubbish, rags, garbage or other Refuse or permit the same to be thrown from the said premises in the compound or any portion of the said land and the Building in which the said premises are situated.
- (f) Not to affix box grill or any other enclosures or additions or projections of any nature whatsoever to the said premises or any part thereof and not to change elevation of building nor put any signage, nor any other machine, nor any air condition, which will deform the elevation of the building.
- (g) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said building or any part thereof or whereby any increased premium shall become payable in respect of such insurances.
- (h) To maintain manage look after repair and keep in good order and condition the said Common Areas, Restricted Common Areas, passage, compound and other Common Areas facilities and amenities with the electric light, drains, pipes, sewers and all other installations and connection hereto.
- (i) To fully and properly restore at his entire costs charges and expenses the common properties and amenities or any part thereof to its original condition whenever it is dug up opened or used for carrying out any kind of works therein. Such work shall not be carried out in a way that it will obstruct or impede the use of such common properties and amenities for a period longer than necessary and reasonable. Before such work is commenced a reasonable prior notice in writing shall be given to the parties affected thereby including the Builders or the said society (as the case may be).
- (j) Pay to the Builders within 7 days of demand by the Builders his share of security deposit demanded by concerned local authority of Government for giving water, electricity or any service connection to the Building in which

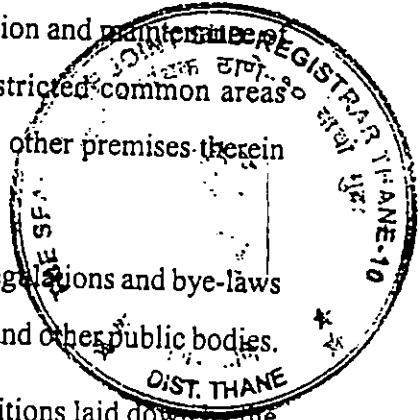
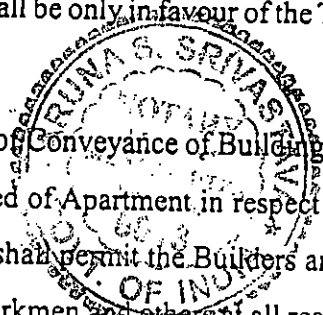


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the said premises are situated.

- (k) Without prejudice to the consequences or liability they may arise in that event the Purchaser will bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and /or Government and/or Public authority, on account of Change of user of the said premises by the Purchaser.
- (l) The Purchaser shall not let, sub-let, transfer assign or part with the Purchaser's interest or benefit factor of this Agreement or the said premises or part with the possession of the said premises or any part thereof until all the dues payable by the Purchaser to the Builders under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of non-observance of any of the terms and conditions of this Agreement and until the Purchaser has not obtained permission in writing of the Builders for the purpose. Such transfer shall be only in favour of the Transferee, as may be permitted by the Builders.
- (m) Till Deed of Conveyance of Building and/or of the said land is executed or till the Deed of Apartment in respect of the said premises is executed, the Purchaser shall permit the Builders and their surveyors and agents with or without workmen and others at all reasonable times, to enter into and upon the said land and Buildings and premises or any part thereof to view and examine the state and condition thereof.
- (n) To observe and perform all the rules and regulations which the said society may adopt at its inception and the additions alterations and amendments thereof that may made from time to time for protection and maintenance of the said Building, the common areas the said restricted common areas amenities and facilities and the flats tenements and other premises therein or otherwise.
- (o) To observe and perform the existing building rules regulations and bye-laws of the concerned local authority and of government and other public bodies.
- (p) To observe and perform all the stipulation and conditions laid down by the society regarding the occupation and use of the said premises in the said building and shall pay and contribute regularly and punctually towards the



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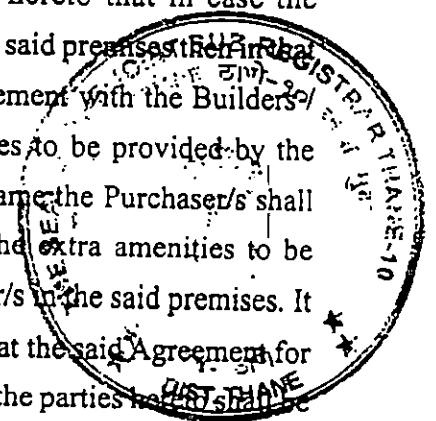
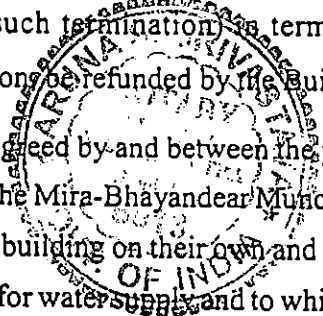
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taxes, expenses or other outgoings as herein elsewhere provided.

(q) To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser as set out in this Agreement. If the Purchaser neglect, omit or fail to pay for any reasons whatsoever, to the Builders under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time herein specified or if the Purchaser shall in any other way fail to perform or observe any covenants and stipulations herein contained or referred to, the Builders shall be entitled to re-enter upon and resume possession of the said premises and this Agreement shall cease and stand terminated. The Purchaser herein agree that on the Builders re-entering the premises as aforesaid, all the right, title and interest of the Purchaser in the said premises under this Agreement shall cease and Purchaser shall also be liable for immediate ejection as a trespassers. The Purchaser shall thereupon cease to have any right or interest in the said flat/premises. In that event, all the monies paid herein by the Purchaser (except the outgoings apportionable to the said premises till the date of such termination) on terms hereof, shall sixty days after such termination be refunded by the Builders to the Purchaser.

27. It is hereby agreed by and between the parties that till the date of getting water supply from the Mira-Bhayandear Municipal Corporation, the flat Purchaser/s in the proposed building on their own and at their own cost shall make alternative arrangement for water supply and to which the Builders / Promoters shall not be held responsible in any manner whatsoever.
28. The Purchaser/s hereby agrees that even after the Society is formed they shall not charge maintenance charges for the unsold premises to the Builders / Promoters.
29. It is hereby agreed by and between the parties hereto that in case the Purchaser/s intend to have additional amenities to the said premises then in that event the Purchaser/s shall execute a separate Agreement with the Builders / Promoters in respect of the said additional amenities to be provided by the Builders / Promoters to the Purchaser/s and for the same the Purchaser/s shall pay to the Builders / Promoters extra amount for the extra amenities to be provided by the Builders / Promoters to the Purchaser/s in the said premises. It is further agreed by and between the parties hereto that the said Agreement for Additional Amenities to be executed by and between the parties hereto shall be treated as part and parcel of these presents for all purposes and intents.
30. The Purchaser/s also agrees and undertakes that after formation of the Society of the premises purchasers in the said building, he/she/they shall not take any



G. A. [Signature]
M. B. [Signature]

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[Signature]

objection to sell the unsold flats and shops in the said building by the Builders/Promoters to the intending purchasers thereof and similarly, till the Builders/Promoters sell the vacant and unsold flats/shops to the intending purchasers, neither the flat purchasers nor the Society of the flat purchasers in the said building shall demand maintenance from the Builders/Promoters in respect of the said unsold flats/shops.

31. The Purchaser hereby declare that he or his family (within the meaning of the U.L.C. Act) do not own any other dwelling unit and he shall not transfer or sell the dwelling unit and he shall not transfer or sell the dwelling unit Purchased by him contrary to the U.L.C. order as per the annexure to his Agreement.

IN WITNESS WHERE OF the parties hereto and hereunto set and subscribe their hands and seals on the day and the year first hereinabove written.

SIGNED SEALED AND DELIVERED by)

the withinnamed)

M/s. SAGAR DRASHTI DEVELOPERS)

"The Builders")

in the presence of)

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SIGNED SEALED AND DELIVERED by)

the withinnamed)

Mr. GAFFAR ABBAS BAIG &)

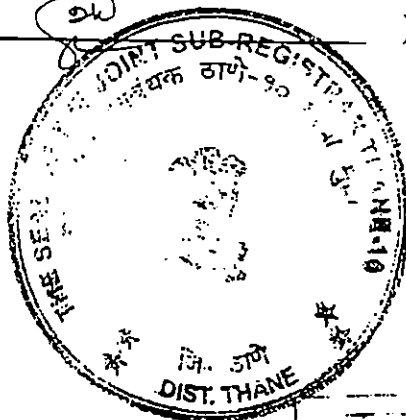
Smt. MUMTAZ ABBAS BAIG)

"The Purchaser/s")

in the presence of)

M/S. SAGAR DRASHTI DEVELOPERS

PARTNERS



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RECEIPT

Received from within named the Purchaser/s the sum of
Rs. 11,000/- /- (Rupees Eleven Thousands only only)
by cash/cheque No. 066960 dated 14/11/09 drawn upon
Axis Bank bank, being the
Earnest Money deposit / part consideration amount payable by the Purchaser within-
named to us, paid to us.

NOTE :- Cheque subject to realisation.

Rs. 11,000/- /-

I/We say Received.
For M/s. SAGAR DRASHTI DEVELOPERS



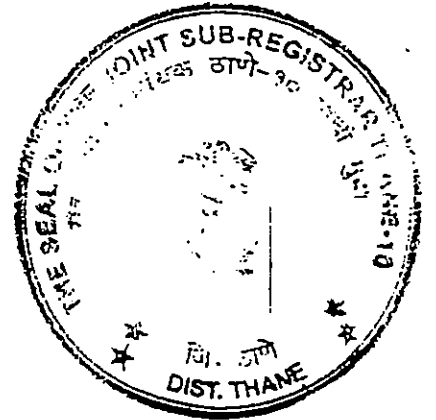
Partners/ Authorised Signatory

Witness :



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2.



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SCHEDULE - I OF THE PROPERTY ABOVE REFERRED TO:

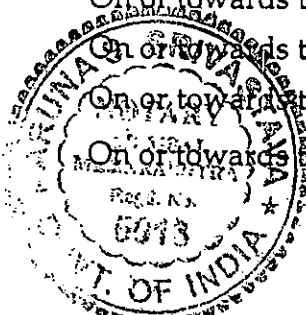
All that piece or parcel of Land bearing Old Survey No. 371, New Survey No. 73, Hissa No. 11 admeasuring about 2170 sq. mts. of Village - Goddev, Taluka & Dist. - Thane within the limits of Mira Bhayander Municipal Corporation and bounded as follows :-

On or towards the West by : S. No. 371, H. No. 10
On or towards the East by : S. No. 371, H. No. 2
On or towards the North by : S. No. 371, H. No. 2
On or towards the South by : S. No. 362, H. No. 7

SCHEDULE - II OF THE PROPERTY ABOVE REFERRED TO:

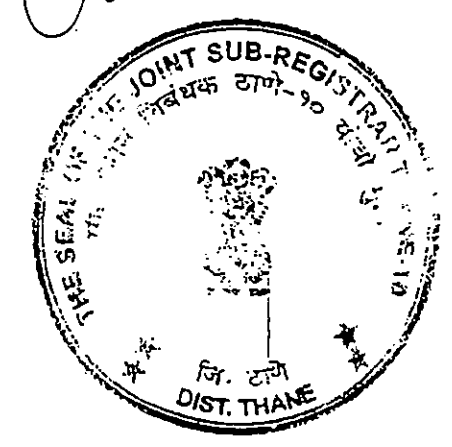
All that piece or parcel of Land underneath building having Wing No. A, B & C having built up area admeasuring about 4648.25sq. mts. Equivalent to 50033sq. ft. of FSI (which includes built up area, balcony, cup - board, staircase - lift and common area) on the land bearing Old Survey No. 371, New Survey No. 73, Hissa No. 11 admeasuring about 2170 sq. mts. of Village - Goddev, Taluka & Dist. - Thane within the limits of Mira Bhayander Municipal Corporation and bounded as follows :-

On or towards the West by : S. No. 371, H. No. 10
On or towards the East by : S. No. 371, H. No. 2
On or towards the North by : S. No. 371, H. No. 2
On or towards the South by : S. No. 362, H. No. 7



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SCHEDULE - III
COMMON AMENITIES

A) MAIN STRUCTURE-

The building shall be of R.C.C. Footings, Columns, Beams, Slabs and Chhajjas.
Masonry works shall be of Bricks & P.C.C blocks.
Sand faced Plaster on outside and inside.

B) FLOORING-

Mosaic tiles flooring in Living room, Bedroom, Kitchen and Passage.
Kota stone flooring in bath/ W.C. / Toilet with 2 ft. ht. white ceramic tiles dado.

C) DOORS & WINDOWS-

All doors shall be of Flush doors finished with Oil Paints.
All Windows shall be of ½" section Aluminum Sliding Windows.
Windows of Bath & W.C. shall be of louvered type.
All Doors & Windows shall have Aluminum Fittings and Fixtures.

D) ELECTRICALS- (open type)

	Lights Point	Fan Point	Plug Point.
1. Living Room	2	1	1
2. Bed Room	1	1	1
3. Kitchen	1	1	
4. Bath, W.C., & Passage.	1	Nil	

E) PLUMBING- (open type)

Necessary Water and Drainage line shall be provided with Water Tank,
Pump Room and Septic Tank.
Water Tap to Kitchen, Bath & W.C. each.
Indian W.C. Pan to each Flat.



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G) PAINTING

Out side wall with regular cement paint. Inside wall with white wash.

G. D. Jadhav
14.11.2009

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गाव नमुना सात (अधिकार अभिलेख पत्रक)

(महाराष्ट्र जमीन अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यांतील नियम ३, ५, ६ आणि ७)

गांव गोडदेव

तालुका - ठाणे

जु. स. (३०९)

भूमापन क्रमांक	भूमापन क्रमांकांचा उपविभाग	भूधारणा पध्दती	भोगवटादाराचे नांव	कुळाचे नाव
न. स.	०३ / ११	-	२३२ (५२८) १३२६	खाते क्र. १०
शेतीचे स्थानिक नांव	अंतोनी मेदीस			
लागवडीचे योग्य क्षेत्र	हे.	आर.	प्रति	
एकूण	०-१२-४	-	-	इतर अधिकार - तुकडा २६८
पो. ख. (लागवडीचे योग्य नसलेले) वर्ग (अ)	०-१२-४	-	-	२७८० २३२ ११२९
वर्ग (ब)	०-१२-४	-	-	१५३
आकारणां जुडां किंवा विशेष आकारणां	१९	३	३	सिमा आणि भूमापन चिन्हे

गांव नमुना बारा (पिकांची नोंद वही)

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यांतील नियम २९)

वर्ष	हंगाम	पिकाखालील क्षेत्राचा तपशिल									लागवडीसाठी उपलब्ध नसलेली जमीन		जलसिंचनाचे साधन	जमीन कायद्याचे नांव
		भिन्न पिकाखालील क्षेत्र			निर्भेक पिकाखालील क्षेत्र			पिकाचे नाव	जल सिंचित	अजल सिंचित	स्वरूप	क्षेत्र		
		मिश्रणचा संकेत क्रमांक	जल सिंचित	अजल सिंचित	घटक पिके व प्रत्येका खालील क्षेत्र	जल सिंचित	अजल सिंचित							
१	२	४	४	५	६	७	८	९	१०	११	१२	१३		
			हे. आर.	हे. आर.		हे. आर.	हे. आर.		हे. आर.	हे. आर.		हे. आर.		
२००६								पाडी				०-१२-४		
२००७														

अस्सल बरहुकुम खरी नकल दिली आहे.

तारीख ३१/१२/२००७

जिल्हा सहायक वकील
ठाणे (पूर्व), ता. वि. ठाणे.

ट न न - १०
२३२ / २००९
३०/१८

H. S. SHREEPAD MURTHY

B.COM., LL.M.

ADVOCATE HIGH COURT

Chambers : 2265 2263
Office : 2891 2827

CHAMBERS :
23, Ambalal Doshi Marg,
(Hamam Street), 3rd Floor,
Above Quality Machine Tools,
Fort, Mumbai 400 023.

Date: 25-10-2007

TITLE CERTIFICATE

Re: A piece and parcel of plot of land bearing Old Survey No. 371, Hissa No. 11, New Surve No. 73, Hissa No. 11 admeasuring 2595 sq. yards equivalent to 2170 sq. mtrs. situated at Village Ghoddeo, Taluka and District Thane, within the limit of Mira Bhayandar Municipal Corporation.

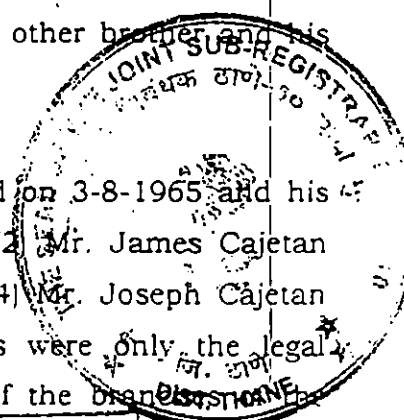
Under the instructions from my clients M/s Sagar Drashti Developers having their office at 16, Roop Kamal, S. V. Road, Kandivali (West), Mumbai-400067, I investigated the Title of the above referred property.

1. The above referred property originally belonged to three brothers viz. (1) Mr. Anthony Mendes, (2) Mr. John Domnic Mendes and (3) Mr. Cajetan Canute Mendes.

2. Mr. John Domnic Mendes was a bachelor and died on 10-12-1960. Mr. Anthony Mendes was also a bachelor and died on 22-7-1980. Hence all their rights devolved on the other brother and his heirs i.e. Cajetan Canute Mendes.

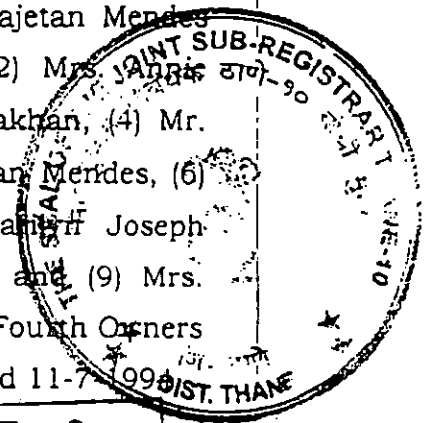
3. Mr. Cajetan Canute Mendes died on 3-8-1965 and his children viz. (1) Mr. John Cajetan Mendes, (2) Mr. James Cajetan Mendes, (3) Miss. Benilda Cajetan Mendes, (4) Mr. Joseph Cajetan Mendes and (5) Mr. Julius Cajetan Mendes were only the legal successors to the aforesaid property. Each of the brothers

टनन - १०
३२० / २००९
३९/६८



above referred heirs have executed an Agreement for Development dated 11-7-1994 in favour of M/s. Classic Premises Pvt. Ltd. i.e.

- (a) Mr. John Cajetan Mendes who died leaving behind his legal heirs as (1) Miss. Gladys Mendes, (2) Mrs. Elvina Cyril Fonseca, (3) Mr. Ronald John Mendes, (4) Mrs. Annette Jacques D'Cruz, who are referred to as the First Owners under the Agreement for Development dated 11-7-1994.
- (b) Similarly the legal heirs of Mr. James Cajetan Mendes viz. (1) Mr. Lionel James Mendes, (2) Mrs. Lorna Ferreira, (3) Mrs. Lovina Kamat and (4) Mrs. Laura Kalsy who are referred to as the Second Owners in the said Agreement for Development dated 11-7-1994.
- (c) Miss. Benilda Cajetan Mendes is referred to as the Third Owner in the said Agreement for Development dated 11-7-1994.
- (d) Similarly the legal heirs of Mr. Joseph Cajetan Mendes viz. (1) Mrs. Bernice Joseph Mendes, (2) Mrs. Raymond Uttanwalla, (3) Mrs. Hazel Razakhan, (4) Mr. Allen Joseph Mendes, (5) Mrs. Cecilia Brian Mendes, (6) Mrs. Genevive Anil Verma, (7) Mrs. Martin Joseph Gaudros, (8) Mr. Colins Joseph Mendes and (9) Mrs. Cheryl D'Souza, who are referred to as the Fourth Owners in the said Agreement for Development dated 11-7-1994.



टनन - १०
१३२२/२००९
३२/६८

H. S. SHREEPAD MURTHY

B.COM., LL.M.

ADVOCATE HIGH COURT

3

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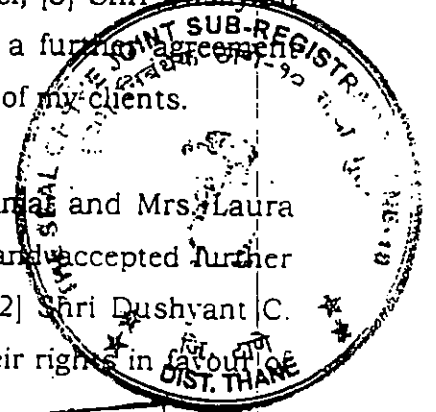
Date: _____

(e) Mr. Julius Cajetan Mendes and his children viz. (1) Mr. Vincent Julius Mendes, (2) Mrs. Marilyn Rajesh Gupta, (3) Mr. Dolerich Julius Mendes, (4) Mr. Cosmos Julius Mendes, (5) Mrs. Fidelia Karkera, (6) Mrs. Crescentia G. Braganca and (7) Mrs. Wimla N. Joseph, who are referred to as the Fifth Owners in the said Agreement for Development dated 11-7-1994.

4. The aforesaid persons have also executed an individual Agreement in favour of M/s. Classic Premises Pvt. Ltd. on different dates. They also executed the Irrevocable General Power of Attorney.

5. The said M/s. Classic Premises Pvt. Ltd. under an Agreement dated 26-12-2002 assigned all its rights referred in the Agreement for Development dated 11-7-1994 in favour [1] Shri Chandulal P. Patel, [2] Smt. Champaben C. Patel, [3] Shri Dushyant C. Patel, [4] Shri Anil C. Patel, all of whom by a further agreement dated 6-12-2005 transferred their right in favour of my clients.

6. Mrs. Lorna Ferreira, Mrs. Lovina Karmal and Mrs. Laura Kalsy also executed a Confirmation Agreement and accepted further consideration from [1] Shri Chandulal P. Patel [2] Shri Dushyant C. Patel, [3] Shri Anil C. Patel who also assigned their rights in favour of my clients by a separate writing.



टनन-१०
६३२६/२००९
१३/६८

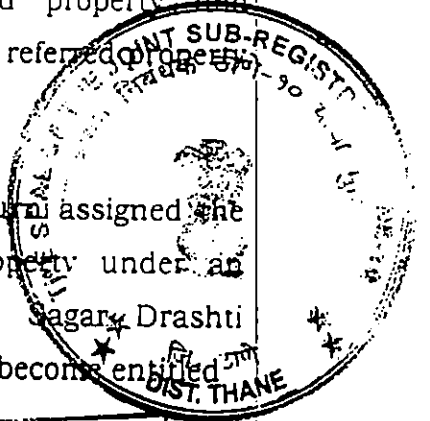
7. Presently the Revenue Record i.e. 7 x 12 Extract shows the names of (1) Mr. Lionel James Mendes, (2) Mrs. Lorna Ferreira, (3) Mrs. Lovina Kamat, and (4) Mrs. Laura Kalsy, (5) Miss. Benilda Cajetan Mendes, (6) Mr. Joseph Cajetan Mendes, and (7) Mr. Julius Cajetan Mendes. The rights of each of them have been acquired by my clients as stated above.

8. Thus the original owners and their legal heirs have executed and confirmed the grant of development rights in favour of M/s. Classic Premises Pvt. Ltd. and the said M/s. Classic Premises Pvt. Ltd. have assigned all its rights in favour of my clients.

9. Mr. Ronald John Mendes, one of the family members of Mendes Family approached the Urban Land Ceiling Authority on behalf of the family for permission to develop the said property under Sec. 20 of U.L.C. Act and the same has been granted by an Order dated 30-6-2005 by the Additional Collector of Thane.

10. I caused a Public Notice published in the daily newspaper inviting claim; however, I did not receive any claim. I also caused a search to be taken and as per the Search Report, I did not find any encumbrance registered in respect of the said property and accordingly issued a certificate of title for the above referred property on 21st day march 2006.

11. The said Sagar Premises Pvt. Ltd in turn assigned the said property and right to develop the said property under an agreement dated 20th july 2007 in faour M/s. Sagar Drashti Developers. Thus, the said Sagar Drashti Developers become entitled



टनन - १०
२३२ / २००९
३०/६८

H. S. SHREEPAD MURTHY

B.COM., LL.M.

ADVOCATE HIGH COURT

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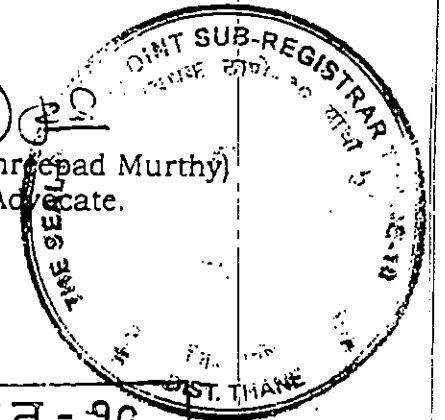
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to all the rights of Sagar Premises Pvt. Ltd, including all the benefits of the orders and permissions so obtained ^{by} the Sagar Premises from the Revenue authority and the corporation etc.

12. In the aforesaid circumstances, I am of the view that said Mendes Family and its family members whose names are referred hereinabove have good and marketable title to the above referred property and they have granted development rights in favour of M/s. Classic Premises Pvt. Ltd. who in turn have assigned its all rights in favour of my client who are presently in possession of the said property and as such they have all rights to develop the said property and to sell the same by constructing the tenements in accordance with plans that may be sanctioned by Mira-Bhayandar Municipal Corporation and as per the terms and conditions of the ULC Act and they have good and marketable title.


(H.S. Shreepad Murthy)
Advocate.

टनन - १०
६३२ / २००९
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NO. ULCT/TAATP/V/S/15 20
S.R. - 1552

Office of the Addl. Collector &
Competent Authority, Thane
Urban Agglomeration, Collectorate
Bldg., 2nd floor, Thane - 400 604.
Date 30/06/2005.

ORDER

Shri. Reynold John Mendis & Others holds surplus vacant land in excess of ceiling limit in Thane Urban Agglomeration as shown in appendix.

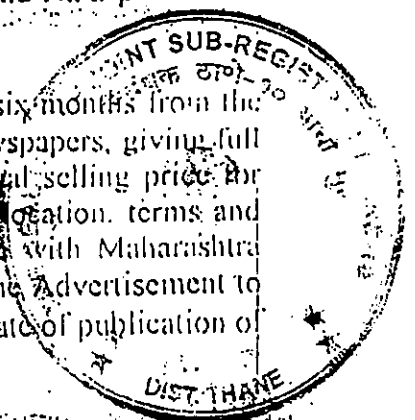
And Whereas the said person Shri. Reynold John Mendis & Others has applied for grant of exemption under Section 20 of the said Act as per Guidelines issued on 22nd August 1986 and amended from time to time.

And Whereas it is satisfied regarding the location of the land, the purpose for which the said excess land is being used or proposed to be used and the scheme submitted by the said person for providing site / services / core houses and construction of tenements of different categories within a reasonable span of time, satisfied main object of creating house stock and meets the requirements of terms and conditions laid down in the Government guidelines, it is necessary in the public interest to consider the request of applicant person under the provision of Section 20 of the Urban Land (Ceiling and Regulation) Act, 1976.

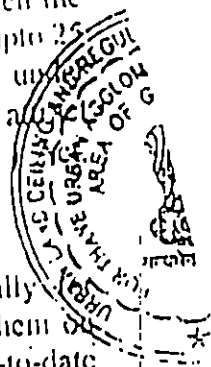
Now, Therefore, in exercise of the powers conferred by sub-section (1) of section 20 of the said Act, after having recorded in writing the reasons for making this order, the Additional Collector & Competent Authority is hereby pleased to exempt the said vacant excess land as mentioned in the Schedule from the application of the provisions of Chapter III of the Act, subject to the following conditions:

1. The said person shall get the layout, building plan and N.A. permission approved from concerned appropriate authority.
2. The holder shall advertise the entire scheme within six months from the date of sanction of the order in at least two local newspapers, giving full details of the scheme including the area and the final selling price for tenements for plinth and carpet area specification, location, terms and conditions of allotment of tenements, in accordance with Maharashtra Ownership Flat Act, 1963. He shall send copies of the advertisement to the Competent Authority within one week from the date of publication of the advertisement.
3. a. First 4000 Sq. Mtrs. of land each shareholder should be utilized for condition of tenements having plinth area upto 40 Sq. Mtrs. each.

ट.न.न-९०
३२/२००९
३६६८



4. The said person shall commence construction of tenements within a period of one year from the date of the exemption order and shall complete the construction work within three years failing which the exemption shall stand withdrawn. If part of land is tenements of upto 25 Sq. Mtrs. on 30 % land, and part remains unutilized, then land under such incomplete buildings and the land appurtenant thereto will be governed by the provision of Chapter III of Urban Land (Ceiling & Regulation) Act, 1976



5. Builder shall maintain the register of applicants chronologically component A and other part of scheme separately, registering them on the basis of date of receipt of applications. The register should be up-to-date and available for inspection by appropriate authorities. Appropriate receipt acknowledging acceptance of such applications shall be issued to the applicants and number given to the applicants, in the Register, shall be clearly indicated in the said receipt. Simultaneously a copy of the application with its number shall be sent by the builder to the Committee under the Chairmanship of Additional District Judge, for Committee's record.

6. Allotment under the scheme shall be on the basis of one family one flat and the family shall include husband, wife and dependent minor unmarried children. A family which has one flat in any urban agglomeration within Maharashtra shall not be entitled to allotment.

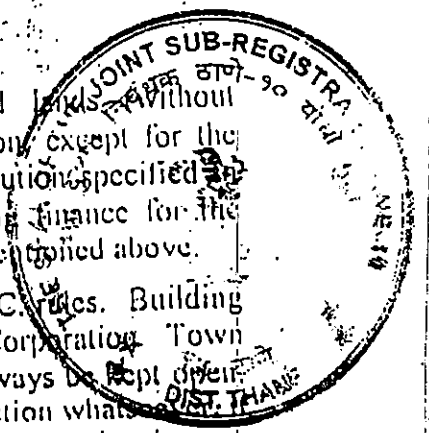
7. The number of Government nominees shall not exceed 5% of the total accommodation available in the said scheme and Government nominees shall belong to a member of Weaker Section of society.

8. The quality of construction shall not be inferior to the specifications laid down in the Guidelines 20th August, 1986. The quality of construction shall be subject to building regulations of the local authorities and subject to such other conditions as may be imposed by the Municipal Council / Municipal Corporation / Local Planning Authority / Town Planning Authority and other statutory bodies.

9. If the F.S.I. of the D.P. Road is used on the surplus vacant land the land holder / Developer will have to surrender 5% / 10% / 20% / 30% of this F.S.I. in the form of tenements to Government.

10. The said person shall not transfer the exempted land (without building thereon) or any part thereof any other person, except for the purpose of mortgage in favour of any financial institution specified in sub-section (1) of section 19 of the Act, for raising finance for the purpose of condition of any one or all the tenements mentioned above.

11. The area required to be kept open according to the D.C. Rules, Building Regulations of concerned Municipal Council / Corporation / Town Planning Rules and other statutory regulation shall always be kept open. This part of the land shall not be used for any construction whatsoever there is a change in FSI, future, permitting additional construction.



ट न न - १०
०३२२/२००९
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... shall submit from time to time necessary work progress report as prescribed by the Addl. Collector & Competent Authority, in order to indicate the progress of the work done by him

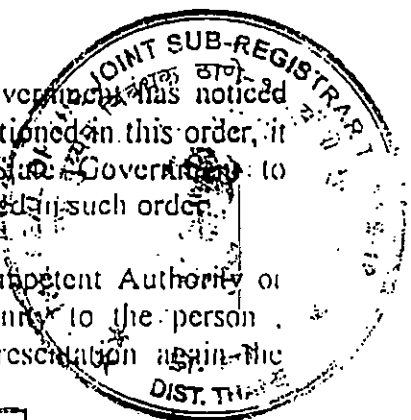


It shall be lawful for the state Government or Addl. Collector or Competent Authority or any person specifically authorized by the State Government in the behalf to enter on land, so allowed to be retained for the purpose of the construction of tenements providing site and services / core houses to inspect and check the development, the material and the construction work, to call for, inspect and check the books of account of development, construction and disposal of the tenements.

The exemption granted under section 20 of the said Act shall be deemed to have been withdrawn for such vacant land which have not been built upto, as and when such exemption lands are required for any Government or Semi-Government organisation in public interest.

15. The state Government & Competent Authority reserves the right to alter any of the conditions prescribed herein
16. The Committee formed according to circular dated 16.01.1996 shall have power to scrutinise all relevant documents and give appropriate directions to the builder and applicant for allotment of tenement constructed for the benefit of the society.
17. Tenement reserved for Government nominees shall be maintained by the developer till the final allotment. A transfer or sale of a tenement Reserved for Government's nominees shall amount to criminal breach of trust and a person responsible for this would be liable for criminal prosecution
18. Subject to Providing Access & C. R. Z regulation which is binding on applicant.
19. Rate of tenement to be sold in Open Market shall not exceed Rs. 702/- per Sq. Ft. and tenement to be sold for Government Nominees is to be Rs. 486/- per Sq. Ft.
20. If at any time, Competent Authority or State Government has noticed that there is breach of any of these conditions mentioned in this order, it shall be lawful for Competent Authority or State Government to withdraw the exemption order from the date specified in such order.

Provided that before making any such order, Competent Authority or State Government shall give reasonable opportunity to the person, whose lands are so exempted, for making representation against the proposed withdrawal.



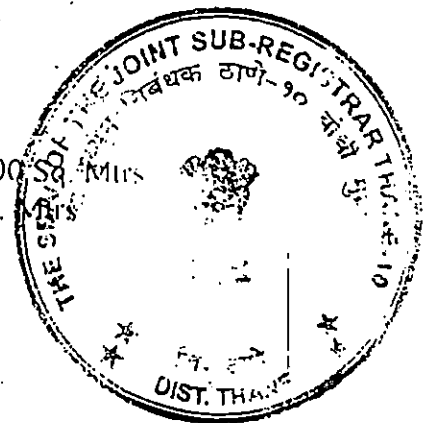
द.न.न - १०
१३२९/२००८
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When such exemption is withdraw or deemed to be withdrawn for the breach of condition, the provisions of Chapter-III of the said Act shall apply to such land as if and had not been exempted under the order, and competent Authority or State Government shall be empowered to acquire such land with buildings thereon under provisions of Section 10 of the U.L.(C&R) Act, 1976.

21. The exemption granted U/S - 20 of the said Act Shall be deemed to been withdrawn for such vacant land if the development rights of present developer are transferred to other developers without permission of the C.A. In the event of such transfer present developer will be liable for prosecution under U. L. (C. & R.) Act, 1976.

SCHEDULE

1) Name & Address of the person holding the land	Shri.Reynold John Mendis & Others C/o. M/s. Lead Consultants A- 101, Sonam Sapphire, Golden Nest, Phase V, Mira Bhayandar Road, Mira Road (E), Tal. & Dist Thane.
2) Status of the person	- Individual.
3) Inward No & date of Application.	- 9/5/2005
4) Letter of Intent issued	
5) Name of Urban Agglomeration in which the exemption is sought situated.	Thane Urban Agglomeration & 8 Km's Peripheral area of Bruhan Mumbai Urban Agglomeration.
6) Description of property for which exemption is sought.	
7) District	Thane
8) Taluka	Thane
9) Village	& Navghar
10) S. No.	(Old) 371/11, 286/3, 288/5, 12, 290/7, 298/4 (New) 73/11, 85/3, 55/5, 12, 62/7, 56/4
11) Total surplus area in sq. Mtrs.	2-1905.00 Sq. Mtrs.
12) Land to be retained as per Circular, Dated 11.08.1989.	
13) Total area under scheme.	8520.00 Sq. Mtrs.
14) Area under reservation if any	Road 100.50 Sq. Mtrs, Community Hall - 15.00 Sq. Mtrs P.S. & P.G. 552.00 Sq. Mtrs
15) Area of land to be exempted	7822.50 Sq. Mtrs.
16) Area under compulsory open space	471.00 Sq. Mtrs
17) Net buildable area under scheme	7351.50 Sq. Mtrs.
18) Built-up area to be sold to Government nominees at fixed rate	367.57 Sq. Mtrs
19) Buildable land to be surrendered to Government @ free of cost	



दनन - १०
२३२२/२००९
३२/२८

7) Total number of tenements to be constructed

1) Tenements upto 10 sq mtrs

18

2) Tenements upto 10 sq mtrs but less than 100 sq mtrs

10 Tenements upto 10 sq mtrs

10 Tenements

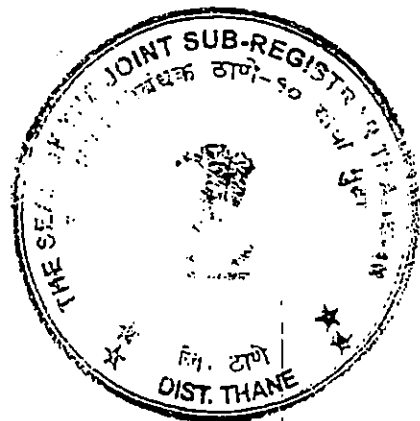
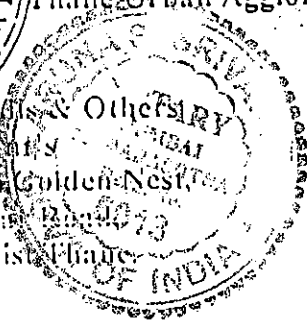


Subject to approval of building plans, from Mira Bhayandar Municipal Corporation.



[Signature]
Addl. Collector and Competent Authority,
Thane Urban Agglomeration, Thane.

To,
Shri. Ronald John Menon & Others
C/o. M/s. Lead Consultants
A-101, Sonam Saphair Golden Nest,
Phase V, Mira Bhayandar,
Mira Road (E), Tal. & Dist. Thane



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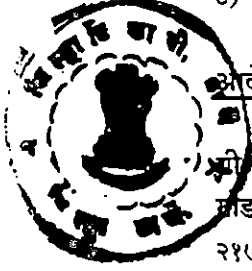
क्र.महसूल/क-१/टे-१/एनएपी/एसआर-१३९/०६

जिल्हाधिकारी कार्यालय ठाणे

दिनांक 31 OCT 2006

वाचलें :-

- १) श्री.अंतोनी मेंदीस व इतर यांचे कुळमुख्त्यारी श्री चंदुलाल पी पटेल रा. बी-१६, रुपकमल, एस व्ही रोड कांतीवली मुंबई यांचा दि.१८/७/२००६ रोजीचा अर्ज
- २) तहसिलदार ठाणे यांचा चौकशी अहवाल क्र.जमीनबाब/टे-२/वशी-१३३ दिनांक ५/८/२००६
- ३) अपर जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरी कुलन ठाणे यांचे कडील आदेश १)क्र युएलसी/टीए/एटीपी/डब्ल्युएसएचएम-२०/एसआर-१५५२ दि.३०/६/२००५ २) क्र. युएलसी/टीए/एटीपी/विर्ध ग्रहय/एसआर-१५५२ दि.१०/१०/२००६
- ४) मिरा भाईंदर महानगरपालिका यांचे कडील बांधकाम परवानगी जा.क्र. मिभा/ मनपा/ नर/६९/२००६-२००७ दि १०/४/२००६
- ५) भूसंपादन शाखे कडील दाखला क्र. सामान्य/का-४/टे-३/भूम/एसआर-६७५ दि.५/८/२००६
- ६) दि इस्टेट इन्व्हेस्टमेंट कंपनी कडील नाहरकत दाखला क्र.आरई-८२२ दि १९/९/२००६.
- ७) दि. २५/७/२००६ रोजीचा दैनिक 'कोकण सकाळ' मधील जाहीरनामा
- ८) अर्जदार यांचे दि. ११/१०/२००६ रोजीचे हमीपत्र



आदेश :-

ज्या अर्थी श्री.अंतोनी मेंदीस व इतर यांचे कुळमुख्त्यारी श्री चंदुलाल पी पटेल रा. बी-१६, रुपकमल, एस व्ही रोड कांतीवली मुंबई यांनी ठाणे जिल्ह्यातील ठाणे तालुक्यातील मौजे-गांडेव येथील स.नं. ७३/११ (जुना स.नं.३७१/११) मधील आपल्या मालकीच्या जमीनीतील क्षेत्र २१७०-०० चौ.मी एवढ्या जागेचा रहिवास या बिगर शेतकी प्रयोजनार्थ वापर करण्याची परवानगी मिळण्या बाबत अर्ज केलेला आहे.

आणि ज्या अर्थी दि. २५/७/२००६ रोजी अर्जदार यांनी दैनिक 'कोकण सकाळ' या वृत्तपत्रात जाहिरात दिलेली होती, त्यावर मुदतीत कोणताही हरकत/तक्रार या कार्यालयाकडे प्राप्त झालेली नाही.

त्या अर्थी आता महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४४ अन्वये जिल्हाधिकारी ठाणे यांच्याकडे निहित करण्यात आलेल्या अधिकारांचा वापर करून उक्त जिल्हाधिकारी याद्वारे, श्री.अंतोनी मेंदीस, जॉन कॅनिटन मेंदीस, सिसिलीया जेम्स मेंदीस, लायनल जेम्स मेंदीस, लोना विल्सन परेरा, लयी बाबुराव कामत, लॉरा कंभीर कुलसे, बेनिन्डा कॅनिटन मेंदीस, ज्युलीअस कॅनिटन मेंदीस रा. गांडेव ता जि ठाणे यांना ठाणे तालुक्यातील मौजे गांडेव येथील जमीन स.नं. ७३/११ (जुना स.नं.३७१/११) क्षेत्र २१७०-०० चौ.मी एवढ्या जागेचा बिगरशेतकी प्रयोजनार्थ वापर करण्याची परवानगी देण्यात येत आहे.

त्या शर्ती अशा:-

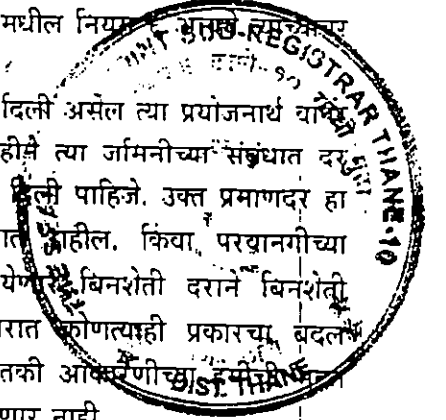
१. ही परवानगी अधिनियम त्याखालील केलेले नियम यांना अधिन देवून देण्यात आलेली आहे.
२. अनुज्ञाग्राही व्यक्तीने (ग्रॅंटीने) अशा जमीनीचा वापर व इमारतीच्या आणि किंवा अन्य बांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यास परवानगी देण्यात आली असेल त्या प्रयोजनार्थ केवळ केला पाहिजे. आणि त्याने अशा जमीन किंवा तिचा कोणताही भाग किंवा अशी इमारत द्रव्यांचा इतर कोणत्याही प्रकारचा वापर जिल्हाधिकारी ठाणे यांच्याकडून तशा अर्थाची आगाऊ लेखी परवानगी मिळविल्याशिवाय वापर करता कामा नये. इमारतीच्या वापरावरून जमीनीचा वापर ठरविण्यात येईल

३. अशी परवानगी देणा-या प्राधिका-याकडून अशा भूखंडाची किंवा त्यांचे जे कोणतेही उपभूखंड करण्या बाबत मंजूरी मिळाली असेल त्या उपभूखंडाची आगावी पोट विभागणी करता कामा नये.

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४. अनुज्ञाग्राही व्यक्तीने (अ) जिल्हाधिकारी व संबंधित नगरपालिका प्राधिकरण यांचे समाधान होईल अशा रीतीने अशा जमीनीत रस्ते, गटारे वगैरे बांधून आणि (ब) भूमापन विभागा कडून अशा भूखंडाची मोजणी व त्यांचे सीमांकन करून ती जमीन या आदेशाच्या तारखे पासून एक वर्षाच्या आंत मंजूर आराखड्या प्रमाणेच काटेकोरपणे विकसित केली पाहिजे. आणि अशा रीतीने ती जमीन विकसित केली जाई पर्यंत त्या जमीनीची कोणत्याही रीतीने विल्हेवाट लायता कामा नये.
५. अनुज्ञाग्राही व्यक्तीस असा भूखंड विकवयाचा असेल किंवा त्यांनी इतर प्रकारे विल्हेवाट लावयाची अंमल तर अशा अनुज्ञाग्राही व्यक्तीने तो भूखंड या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीचे पालन करूनच विकणे किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विल्हेवाट लावणे आणि त्यांचे निष्पादित केलेल्या विलेखात तसा ग्रास उल्लेख करणे हे त्यांचे कर्तव्य असेल.
६. या सोबत जोडलेल्या स्थळ आराखड्यात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट केल्या प्रमाणे इतक्या जाते क्षेत्रावर बांधकाम करण्या विषयी ही परवानगी देण्यांत आलेली आहे. सदर भूखंडातील नकाशात दर्शविल्या प्रमाणेच उर्वरित क्षेत्र विना बांधकाम मोकळे सोडले पाहिजे.
- ६अ) प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्या पेक्षा जास्त मजल्याचे असू नये.
७. प्रस्तावित इमारत किंवा कोणतेही काम (असल्यास) त्यांच्या बांधकामास सुरुवात करण्यापूर्वी अनुज्ञाग्राही व्यक्तीने (गॅटीने) मिरा भाईंदर महानगरपालिका यांची असे बांधकामकरण्या विषयाची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर बंधनकारक असेल.
८. अनुज्ञाग्राही व्यक्तीने सोबत जोडलेल्या नकाशात दर्शविल्या प्रमाणे सीमांतिक मोकळे अंतर (ओपन मार्जिनल डिस्टेंसेस) सोडून पाहिजे. या आदेशाच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाग्राही व्यक्तीने अशा जमीनीचा बिगर शेतकी प्रयोजनार्थ वापर करण्यास सुरुवात केली पाहिजे. मात्र वेळोवेळी असा कालावधी वाढविण्यांत आला असेल तर तो गोष्ट अलाहिदा. अनुज्ञाग्राही व्यक्तीने उपरोक्त प्रमाणे न केल्यास ही परवानगी रद्द करण्यात आली असल्याचे समजण्यांत येईल.
१०. अनुज्ञाग्राही व्यक्तीने अशा जमीनीचे बिगर शेतकी प्रयोजनार्थ वापर करण्यास ज्या दिनांका पासून सुरुवात केली असेल किंवा ज्या दिनांकास त्याने अशा जमीनीच्या वापरात बदल केला असेल तर तो दिनांक त्याने एक महिन्याच्या आंत तलाठ्या मार्फत ठाणे तहसिलदारांस कळविले पाहिजे. जर तो असे करण्यास चुकले तर महाराष्ट्र जमीन महसूल (जमीनीच्या वापरातील बदल व बिगरशेतकी आकारणी) नियम १९६९ मधील नियम १०४ अन्वये कार्यवाही करण्यास असा अनुज्ञाग्राही पात्र ठरेल.
११. अशा जमीनीचा ज्या प्रयोजनार्थ वापर करण्यास परवानगी दिली असेल त्या प्रयोजनार्थ वापर करण्यास प्रारंभ करण्याच्या दिनांकापासून सदर अनुज्ञाग्राहीस त्या जमीनीच्या संबंधात दर चौ.मी. मागे १-१८-२ रुपये दराने बिगर शेतकी आकारणी दिली पाहिजे. उक्त प्रमाणदर हा दिनांक ३१/७/२००६ या हमी कालावधी पर्यंत अंमलात नाही. किंवा परवानगीच्या तारखेच्या पूर्वतक्षी प्रभावाने अथवा त्यानंतर अंमलात येणारे बिनशेतकी दराने बिनशेतकी आकार देणे बंधनकारक राहिल. अशा जमीनीच्या वापरात कोणत्याही प्रकारचा बदल करण्यांत आला तर त्या प्रसंगी निराळ्या दराने बिगर शेतकी आकारणी घेण्यात येणारी अजून समाप्त व्हावयाची आहे ही गोष्ट विचारांत घेण्यांत येणार नाही.
१२. सदर जागेची अती तातडीची मोजणी फी रक्कम रु.१५००/- (अक्षरी एक हजार पाचशे रु. मात्र) चलन क्र.५४७/२००६ दिनांक ३०/१०/२००६ अन्वये शासन जमा केली आहे.
१३. भूमापन विभागाकडून जमीनीची मोजणी करण्यांत आल्या नंतर अशा जमीनीचे जितके क्षेत्रफळ आढळून येईल तितक्या क्षेत्रफळानुसार या आदेशात आणि सनदीमध्ये नमूद केलेले क्षेत्र तसेच बिगरशेतकी आकारणी घेण्यांत येईल. ६-



६/२२/२००९

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१४. सदर जमीनच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाग्राहीने अशा जमीनीवर आवश्यक ती इमारत बांधली पाहिजे. अन्यथा सदरहू आदेश रद्द समजण्यांत येईल. व अनुज्ञाग्राही यांना अर्कृषिक परवानगीसाठी नव्याने अर्ज सादर करावा लागेल.
१५. पुर्वीच मंजूर केलेल्या नकाशावरहुकुम अगोदरच बांधलेल्या इमारतीत अनुज्ञाग्राहीने कोणतीही भर घालता कामा नये किंवा ती मध्ये कोणताही फेरबदल करता कामा नये. मात्र अशी भर घालण्यासाठी किंवा फेरबदल करण्यासाठी जिल्हाधिका-यांची परवानगी घेतली असेल आणि अशा भरीचे किंवा फेरबदलाचे नकाशे मंजूर करून घेतले असतील तर ती गोष्ट वेगळी.
१६. अनुज्ञाग्राही व्यक्तीने आजुबाजुच्या परिसरांत अस्यच्छता व घाण निर्माण होणार नाही अशा रीतीने आपल्या स्वतःच्या खर्चाने आपली पाणीपुरवठ्याची व सांडपाण्याचा निचरा करण्याची व्यवस्था केली पाहिजे.
१७. जमीनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक महिन्याच्या कालावधीत अनुज्ञाग्राही व्यक्तीने महाराष्ट्र जमीन महसुल (जमीनीच्या वापरात बदल व बिगरशेतकी आकारणी) नियम १९६९ यातील अनुमूची पाच मध्ये दिलेल्या नमुन्यात एक सनद करून देऊन तीत या आदेशातील सर्व शर्ती समाविष्ट करणे त्यास बंधनकारक असेल.
- १८अ. या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीवरील कोणत्याही शर्तीचे अनुज्ञाग्राही व्यक्तीने उल्लंघन केल्यास उक्त अधिनियमाच्या उपबंधाच्या अन्वये असा अनुज्ञाग्राही ज्या कोणत्याही शास्त्रीस पात्र ठरेल त्या शास्त्रीस बाधा न येऊ नये. ठाण्याच्या जिल्हाधिका-यास तो निर्दिष्ट करेल असा वंड आणि आकारणी भरल्यानंतर उक्त जमीन किंवा भूखंड अर्जदाराच्या ताब्यात राहू घेण्याचा अधिकार असेल.
- १८ब. वरील खंड अ) मध्ये काहीही अंतर्भाव असले तरीही या परवानगीच्या तरतुदीविरुद्ध जाऊन कोणतीही इमारत किंवा बांधकाम उभे करण्यांत आले असेल किंवा तरतुदी विरुद्ध या इमारतीच्या किंवा बांधकामाचा वापर करण्यांत आला असेल तर विनिर्दिष्ट मुदतीच्या आत अशा रीतीने उभारलेली इमारत काढून टाकण्या विषयी किंवा तीत फेरबदल करण्याविषयी ठाण्याच्या जिल्हाधिका-याने निर्देश देणे विधी संमत असेल. तसेच ठाण्याच्या जिल्हाधिका-याला अशी इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे काम करवून घेण्याचा किंवा त्या प्रीत्यर्थ आलेला खर्च अनुज्ञाग्राही व्यक्तीकडून जमीन महसुलाची थकबाकी म्हणून वसूल करून घेण्याचा अधिकार असेल.
१९. दिलेली ही परवानगी मुंबई कुळवाहवाट व शेतजमीन अधिनियम १९४८, महाराष्ट्र ग्रामपंचायत अधिनियम आणि नगरपालिका अधिनियम इ.सारख्या त्या वेळी अंमलात असलेल्या इतर कोणत्याही कायद्याचे कोणतेही उपबंध प्रकरणाच्या अन्य संबंधित कायद्यांच्या बाबतीत लागू होतील. त्या उपबंधाच्या अधिन असेल.
२०. अनुज्ञाग्राही यांनी बिगरशेतकी आकारणीच्या पाचपट रक्कम रु १२८२५/- (अक्षरी रु बाय हज्जार आठशे पंचवीस मात्र) रूपांतरीत कर (कन्व्हर्शन टॅक्स) म्हणून तहसिलदार ठाणे यांचे कडील पायती क्र.६९९१३२९ दि.२७/१०/०६ अन्वये सरकार जमा केली आहे.
२१. अनुज्ञाग्राही यांनी मिरा भाईंदर महानगरपालिका यांचे कडील मंजूर नकाशावरहुकुमच बांधकाम केले पाहिजे.
२२. अनुज्ञाग्राही यांनी मिरा भाईंदर महानगरपालिका यांचे कडील बांधकाम नकाशां व्यतिरिक्त जादा बांधकाम केल्यास अगर बांधकामा मध्ये बदल करून जादा बांधकाम निर्देशांक वापरल्यास अनुज्ञाग्राही हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्वये फौजदारी स्वरूपाचा गुन्हा दाखल करण्यास पात्र रहातील व असे जादा बांधकाम दूर करण्यास पात्र राहिल तसेच बांधकामास सुरुवात करणे पूर्वी मिरा भाईंदर महानगरपालिकेक कडील बांधकाम ठरवण्याची मुदतियाद घेणे अनुज्ञाग्राही यांचेवर बंधनकारक राहिल.२

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२३/६८

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क्र. महामुल/क-१/ट-१/एनएपी/एसआर-१३९/०६

२३. या प्रकरणात पिण्याच्या पाण्याची मांय करण्याची जबाबदारी अनुज्ञाग्राही यांचेवर बंधनकारक राहिल. आणि पिण्याच्या पाण्याची मांय झाली आहे किंवा कसे या बाबत खात्री झाल्याशिवाय मिस भाईंदर महानगरपालकेने संबंधित विकासकास इमारत थापर परवाना देऊ नये.

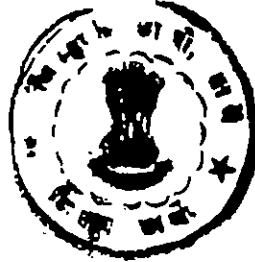
२४. अपर जिल्हाधिकारी व मक्षम प्राधिकारी, ठाणे नागरी संकुलन ठाणे यांचे कडील आदेश क्र क्र युएलसी/टीए/एटीपी/डब्ल्युएराएचएस-२०/एसआर-१५५२ दि.३०/६/२००५ अन्वये प्रश्नांकित जागे मध्ये नागरी कमाल जमीन धारणा कायदा १९७६ चे कलम २० अन्वये योजना मंजूर केलेली आहे. सदर आदेशा मध्ये नमूद केले प्रमाण ठगविका मापाच्या मदनिका बांधणे हे परवानगीधारक यांचेवर बंधनकारक राहिल. त्याच प्रमाणे ज्या मदनिका शासनाकडे वर्ग करावयाच्या आहेत त्यांचा तावा शासनाम देणे परवानगीधारक यांचेवर बंधनकारक राहिल.

प्रति,
श्री अंतोनी मंदीस व इतर
गोडदेव ता जि ठाणे

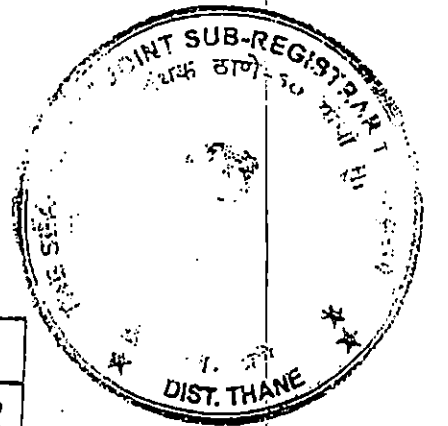


मही/-
(नंदकुमार जंय)
जिल्हाधिकारी ठाणे

निर्गमित केले



जिल्हाधिकारी ठाणे करिता.



टजल - १०
९३२ / २००९
४४/६८

मिरा भाईंदर महानगरपालिका

मुख्य कार्यालय, भाईंदर (प.),
छत्रपती शिवाजी महाराज मार्ग, ता. जि. ठाणे - ४०१ १२१.



जा. क्र. मि.भा./मनपा/नर/---६२७०---/०६७७

दिनांक :- २५/३/२००७

प्रति,
जमीन/जागामालक - श्री. अंतोनी मेदीस व इतर ९
अधिकार पत्रधारक - श्री. चंदलाल पी. पटेल
द्वारा - वास्तुविशारद - मे. दुष्यंत पटेल अॅन्ड असो.

विषय :- मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे - गोडदेव
सर्वे क्र./ हिस्सा क्र. नवीन ७३/११ जुना ३७१/११
या जागेत नियोजित बांधकामास बांधकाम प्रारंभपत्र
मिळणेबाबत.

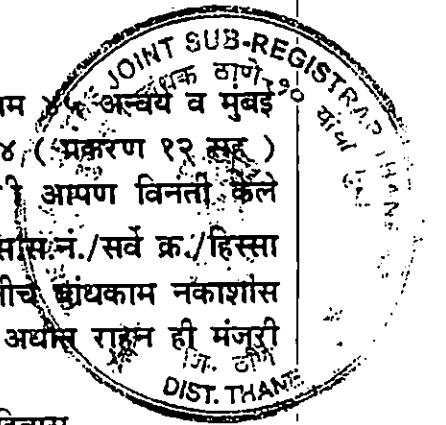
- संदर्भ :- १) आपला दि. २४/०३/२००७ चा अर्ज.
२) मे. सक्षम अधिकारी नागरी संकुल ठाणे यांचेकडील आदेश क्र.
यू.एन.सी.टी.ए/एटीपी/डब्ल्यू.एस.एच.एस.-२०/एस.आर-१५५२,
दि. ३०/०६/२००५ ची मंजूरी.
३) मा. जिल्हाधिकारी ठाणे यांचेकडील अकृषिक परवानगी
आदेश क्र. महसूल/कन्स्ट-१/एनएपी/एसआर-१३९/०६,
दि. ३१/१०/०६.
४) अग्निशमन विभागाकडील पत्र क्र. मनपा/अग्नि/४२७/०६-०७,
दि. १४/१२/२००६ अन्वये तात्पुरता नाहरकत दाखला.
५) या कार्यालयाचे पत्र क्र. मिभा/मनपा/नर/३०५६/२००६-०७,
दि. १५/१२/२००६ अन्वये बांधकाम परवानगी.

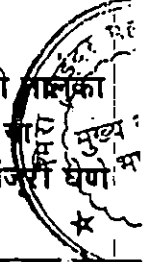
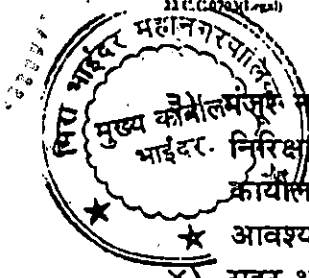
-: सुधारीत बांधकाम प्रारंभपत्र :-
(फक्त जोत्यापर्यंत)

महाराष्ट्र प्रादेशिक प नगररचना अधिनियम १९६६ च्या कलम ५६ अन्वये व मुंबई
प्रांतिक महानगरपालिका अधिनियम १९४९ चे कलम २५३, २५४ (प्रकरण १२ सह)
विकास कार्य करण्यासाठी / बांधकाम प्रारंभपत्र मिळण्यासाठी आपण विनती केले
नुसार मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे - गोडदेव सिस.न./सर्वे क्र./हिस्सा
क्र. नवीन ७३/११ जुना ३७१/११ या जागेतील रेखांकन, इमारतीचे बांधकाम नकाशास
खालील अटी व शर्तीचे अनुपालन आपणाकडून होण्याच्या अधिसूचना ही मंजूरी
देण्यात येत आहे.

- १) सदर भुखंडाच्या वापर फक्त बांधकाम नकाशात दर्शविलेल्या रहिवास
वापरासाठीच करण्याचा आहे.
२) सदरच्या बांधकाम परवानगीने आपणास आपल्या हक्कात नसलेल्या जागेवर
कोणतेही बांधकाम करता येणार नाही.

ठ. न. न. - १०
२३/६/२००९
२५/६



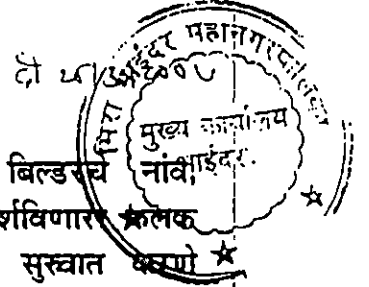


- नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करून घेणेची आहे व त्यांची मालकी
निरीक्षक भूमि अभिलेख ठाणे यांनी प्रमाणीत केलेली नकाशाची प्रत
कार्यालयाच्या अभिलेखार्थ दोन प्रतीमध्ये पाठविणेची आहे व त्यास मंजुरी घेणे
आवश्यक आहे.
- ४) सदर भूखंडाची उपविभागणी महानगरपालिकेच्या पूर्वपरवानगीशिवाय करता येऊ
नाही. तसेच मंजूर रेखांकनातील इमारती विकसीत करण्यासाठी इतर/दुस-या
विकासकास अधिकार दिल्यास / विकासासाठी प्रधिकृत केल्यास दुय्यम / दुस-या
विकासकाने मंजूर बांधकाम नकाशे व चटई क्षेत्राचे व परवानगीत नमूद अटी
व शर्तीचे उल्लंघन केल्यास/पालन न केल्यास या सर्व कृतीस मुळ विकासक
व वास्तुविशारद जबाबदार राहिल.
 - ५) या जागेच्या आजुबाजुला जे पुर्वीचे नकाशे मंजूर झाले आहेत त्याचे रस्ते हे सदर
नकाशातील रस्त्यांशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळी सुसंगत जुळणे
आवश्यक आहे. तसेच या जागेवरील प्रस्तावीत होणा-या बांधकामास रस्ते
संलग्नित ठेवणे व सार्वजनिक वापरासाठी खुले ठेवणेची जबाबदारी विकासक/
वास्तुविशारद / धारक यांची राहिल. रस्त्याबाबत व वापराबाबत आपली / धारकाची
कोणतीही हरकत असणार नाही.
 - ६) नागरी जमीन धारणा कायदा १९७६ चे इतरतुर्दोना व महाराष्ट्र जमीन महसुल
अधिनियम च्या तरतुदीस कोणत्याही प्रकारची बाधा येता कामा नये व या
दोन्ही कायदयान्वये पसरित झालेल्या व यापुढे वेळोवेळी होणा-या सर्व आदेशाची
अंमलबजावणी करण्याची जबाबदारी विकासक व वास्तुविशारद इतर धारक यांची
राहिल.
 - ७) रेखांकनात /बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावीत करण्यात
आलली सामासीक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या
मालकीची राहिल व या जागेचा वापर सार्वजनिक रस्त्यासाठी /रस्ता रंदीकरणासाठी
करण्यात येईल. याबाबत अर्जदार व विकासक व इतर धारकांचा कोणताही
कायदेशीर हक्क असणार नाही.
 - ८) मालकी हक्काबाबतचा वाद उत्पन्न झाल्यास त्यास अर्जदार, विकासक, वास्तुविशारद,
धारक व संबंधीत व्यक्ती जबाबदार राहतील. तसेच वरील जागेस पोच मार्ग उपलब्ध
असल्याची व जागेच्या हद्दी जागेवर प्रत्यक्षपणे जुळविण्याची जबाबदारी अर्जदार
विकासक, वास्तुविशारद यांची राहिल. यामध्ये तफावत निर्माण झाल्यास सुधारित
मंजुरी घेणे क्रमप्राप्त आहे.
 - ९) मंजूर रेखांकनातील रस्ते, ड्रेनेज, गटारे व खुली जागा (आर.जी.) अर्जदारास /
विकासकाने महानगरपालिकेच्या नियमाप्रमाणे पूर्ण करून सुविधा सार्वजनिक
वापरासाठी कायम स्वरुपी खुली ठेवणे बंधनकारक राहिल.
 - १०) मंजूर रेखांकनातील इमारतीचे नियमावलीनुसार जोत्येचे प्रमाणपत्र प्राप्त
केल्याशिवाय उर्वरित बांधकाम करण्यात येऊ नये.
 - ११) इमारतीस उदवाहन, अग्निशामक तरतुद, पाण्याची जमिनीवरील व इमारतीवरील
अशा दोन टाक्या, दोन इलेक्ट्रीक पंपसेटसह तरतुद केलेली असली पाहिजे.
 - १२) महानगरपालिका आपणांस बांधकामासाठी व पिण्यासाठी व इतर कारणासाठी पाणी
पुरवठा करण्याची हमी घेत नाही. याबाबतची सर्व जबाबदारी विकासक/धारक यांची
राहिल. तसेच सांडपाण्याची सोय व मेलविसर्जनाची व्यवस्था करण्याची जबाबदारी
विकासकाची/ धारकाची राहिल.

२३२/२००९
२६/६८

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11 C.C. 070/2009
मंजुरी नं. १२७०/०६०७



१३) अर्जदाराने स.नं., हि.नं., मौजे, महानगरपालिका मंजूरी, बिल्डरचे आर्किटेक्टचे नाव, अकृषिक मंजूरी व इतर मंजूरींचा तपशील दर्शविणारा प्रत्यक्ष जागेवर लावण्यात आल्यानंतरच इतर विकास कामास सुस्वात बंधनकारक राहिल. तसेच सर्व मंजूरीचे मुळ कागदपत्र

प्रपासणीसाठी/निरीक्षणासाठी जागेवर सर्व कालावधीसाठी उपलब्ध करून ठेवणे ही वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे. अशी कागदपत्रे जागेवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल.

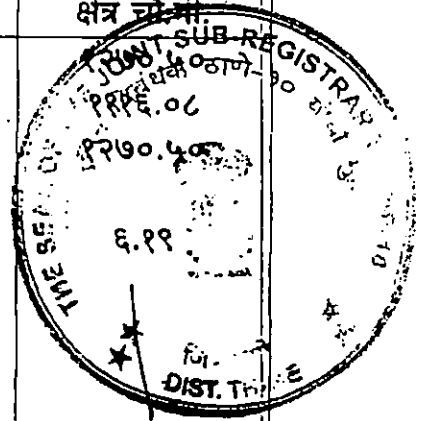
१४) मंजूर रेखांकनातील इमारतीचे बांधकाम करण्यापूर्वी मातीची चाचणी (Soil Test) घेऊन व बांधकामाची जागा भूकंप प्रवण क्षेत्राचे अनुषंगाने सर्व तांत्रिक बाबी विचारात घेऊन (Specifically earthquake of highest intensity in seismic zone should be considered) आर.सी.सी. डिझाईन तयार करून संबंधीत सक्षम अधिका-यांची मंजूरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्ता व अग्नि क्षमण व्यवस्था याबाबत नॅशनल बिल्डींग कोड प्रमाणे तरतुदी करून कार्यान्वीत करणे तसेच बांधकाम चालू असतांना तांत्रिक व अंतांत्रिक कार्यवाही पूर्ण करून त्याची पालन धरण्याची जबाबदारी अर्जदार, विकासक, स्ट्रक्चरल अभियंता, वास्तुविशारद बांधकाम पर्यवेक्षक, धारक संयुक्तपणे राहिल.

१५) रेखांकनातील जागे व विद्यमान झोड असल्यास तोडण्यासाठी महानगरपालिकेची व इतर विभागांची पूर्व मंजूरी प्राप्त करणे बंधनकारक आहे तसेच खुल्या जागेत वृक्षारोपण करण्यात यावे.

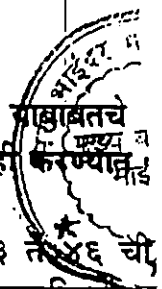
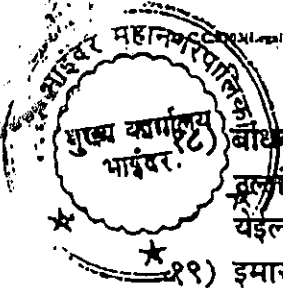
१६) मंजूर बांधकाम नकाशे व जागेवरील बांधकाम यामध्ये तफावत असल्यास नियमावलीनुसार त्वरीत सुधारीत बांधकाम नकाशांना मंजूरी घेणे बंधनकारक आहे अन्यथा हे बांधकाम मंजूर विकास नियंत्रण नियमावलीनुसार अनधिकृत ठरते त्यानुसार उक्त अनधिकृत बांधकाम तोडण्याची कार्यवाही करण्यात येईल.

१७) यापूर्वी पत्र क्र. दि. अन्वये /यासोबतच्या मंजूर रेखांकनात प्रस्तावित केलेल्या इमारतीचे बांधकाम खालीलप्रमाणे मर्यादित ठेवून त्यानुसार कार्यान्वीत करणे बंधनकारक राहिल.

अ.क्र.	इमारतीचे नांव/प्रकार	संख्या	तळ + मजले	प्रस्तावित बांधकाम क्षेत्र चौ.मी.
१	अ	१	पार्ट स्टिल्ट + ७	
२	बी	१	पार्ट स्टिल्ट + ७	
३	सी	१	पार्ट स्टिल्ट + ७	
			जास्तीचे जिन्याचे क्षेत्र	
एकूण				३६६३.२७ चौ.मी.

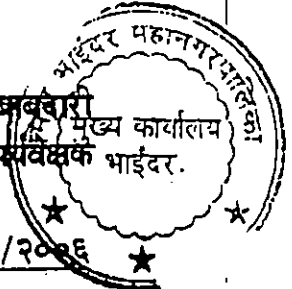
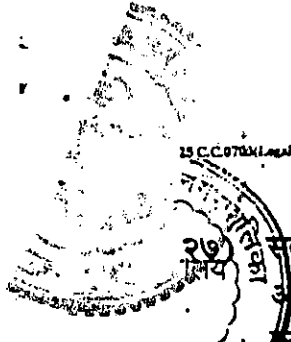


ट न न - १०
२३/२००९
२०६८



बांधकाम साहित्य रस्त्यावर व सार्वजनिक ठिकाणी ठेवता येणार नाही. बांधकामाबाबतचे प्रस्तावना झाल्यास महानगरपालिकेकडून आपणाविलेले दंडात्मक कार्यवाही करण्यात येईल.

- १९) इमारतीचे बांधकामाबाबत व पुर्णत्वाबाबत नियमावलीतील बाब क्र. ४३ ते ४६ ची काटेकोरपणे अंमलबजावणी करण्याची संपुर्ण जबाबदारी विकासक, वास्तुविशारद स्ट्रक्चरल अभियंता, बांधकाम पर्यवेक्षक व धारक यांची राहिल.
- २०) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभ पत्र रह करण्याची कार्यवाही खालील बाबतीत करण्यात येईल व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या तरतुदीनुसार संबंधिताविरुद्ध विहित कार्यवाही करण्यात येईल.
 - १) मंजूर बांधकाम नकाशाप्रमाणे बांधकाम न केल्यास.
 - २) मंजूर बांधकाम नकाशे व प्रारंभ पत्रातील नमुद सर्व अटी व शर्तीचे पालन होत नसल्याचे निदर्शनास आल्यास.
 - ३) प्रस्तावित जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ व इतर अधिनियमान्वये प्रस्तावाखालील जागेच्या वापरात बदल होत असल्यास अथवा वापरात बदल करण्याचे नियोजित केल्यास.
 - ४) महानगरपालिकेकडून सादर केलेल्या प्रस्तावात चुकीची माहिती व विधी ग्राह्यता नसलेली कागदपत्रे सादर केल्यास व प्रस्तावाच्या अनुषंगाने महानगरपालिकेची दिशाभूल केल्याचे निदर्शनास आल्यास या अधिनियमाचे कलम २५८ अन्वये कार्यवाही करण्यात येईल.
- २१) प्रस्तावीत इमारतीमध्ये तळमजल्यावर स्टिल्ट (Stilt) प्रस्तावीत केले असल्यास स्टिल्टची उंची मंजूर बांधकाम नकाशाप्रमाणे ठेवण्यात यावी व या जागेचा वापर वाहनतळासाठीच करण्यात यावा.
- २२) मंजूर बांधकाम नकाशातील १५.० मी. पेक्षा जास्त उंचीचे इमारतीचे अग्निशमन व्यवस्थेबाबत सक्षम अधिका-याचे 'ना हरकत प्रमाणपत्र' सादर करणे बंधनकारक आहे.
- २३) मंजूर रेखांकनाच्या जागेत विद्यमान इमारत तोडण्याचे प्रस्तावीत केले असल्यास विद्यमान बांधकामक्षेत्र महानगरपालिकेकडून प्रमाणीत करून घेतल्यानंतर विद्यमान इमारत तोडून नवीन बांधकामास प्रारंभ करणे बंधनकारक आहे.
- २४) प्रस्तावातील इमारतीचे बांधकाम पुर्ण झाल्यानंतर नियमप्रमाणे पुर्ण झालेल्या इमारतीस प्रथम वापर परवाना प्राप्त करून घेणे व तदनंतरच इमारतीचा वापरासाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर चालू असल्याचे निदर्शनास आल्यास वास्तुविशारद, विकासक व धारक यांच्यावर व्यक्तीशः कायदेशीर कार्यवाही करण्यात येईल.
- २५) पुर्णविकसीत / नव्याने पुर्ण होणा-या इमारतीमध्ये विद्यमान रहिवाशांना सामावून घेण्याची कायदेशीर जबाबदारी वास्तुविशारद, विकासक व धारक यांची असल्यास याबाबतची सर्व कायदेशीर पुर्तता (विकासकाने रहिवाशांसोबत करावयाची करारनामा व इतर बाबी) विकासकाने / धारकाने करणे बंधनकारक राहिल.
- २६) या मंजूरीची मुदत दि. २०/३/१५ पासून दि. २०/३/१६ पर्यंत राहिल. तदनंतर महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे तरतुदीनुसार विहित कालावधीसाठी नुतनीकरण करण्यात येईल अन्यथा सादरची मंजूरी अय्यथा सादरची मंजूरी
८ नं - १०
२००९
२१६८



सदरच्या आदेशानील नमूद अटी व शर्तीचे पालन करण्याची जबाबदारी
 अर्जदार, वास्तुविशारद, विकासक, अधिकार पत्रधारक, बांधकामपत्रधारक
 * * * * *

- 26) यापूर्वीचे पत्र क्र. मिभा/मनपा/नर/३०५६/२००६-०७, दि.१५/१२/२००६
 अन्वये देण्यात आलेली मंजूरी रद्द करण्यात येत आहे.
- 29) जागेवर रेन वॉटर हार्वेस्टिंगची व्यवस्था करणे तसेच अग्निशमन व्यवस्था करणे
 व त्याबाबत महानगरपालिकेचे अग्निशमन विभागाकडील नाहरकत दाखला सादर
 करणे आपणावर बंधनकारक राहिल.
- 30) प्रस्तावित इमारतीसाठी भोगवटा दाखल्यापूर्वी सौर उर्जा वरिल पाणी गरम
 करण्याची व्यवस्था (सोलार वॉटर हिटिंग सिस्टीम) बसवून कार्यान्वीत करणे
 आपणावर बंधनकारक राहिल.

मनपा/नर/४२००/०६/००

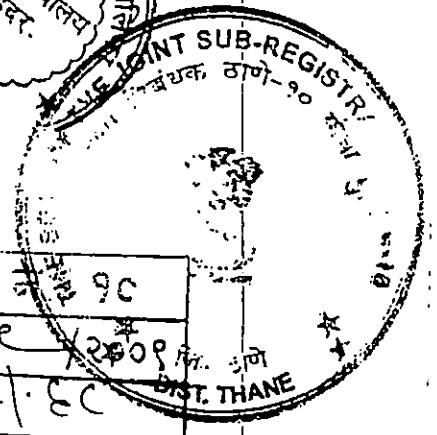
दि. 21/3/2006



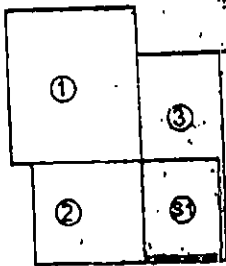
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 आयुक्त

मिरा भाईदर महानगरपालिका

महानगरपालिकेच्या आदेशानील नमूद अटी व शर्तीचे पालन न करता बांधकाम करण्यात येणे निषेधित असल्याने आवश्यक असलेल्या परवानग्या न घेता बांधकाम करणे व वापर करणे बंधनकारक असून सदर बांधकाम अमान्यित असे व अमान्यित बांधकामाबाबत नगरपालिकेच्या नगररचना अधिनियम १९६६ च्या तरतुदीनुसार दखलपत्र गुन्हा ठरून संबंधीत व्यक्ती शिक्का पत्र ठरतात.



ट न नं १०
 २२/२००९
 २६/६८



**AREA DIAG
GROUND FLOOR
WING A & B**

**AREA CALCULATION
GROUND FLOOR**

1	3.80 X 4.475
2	3.20 X 2.90
3	2.40 X 6.90
4	5.70 X 4.30
5	4.20 X 1.65
6	5.50 X 3.80

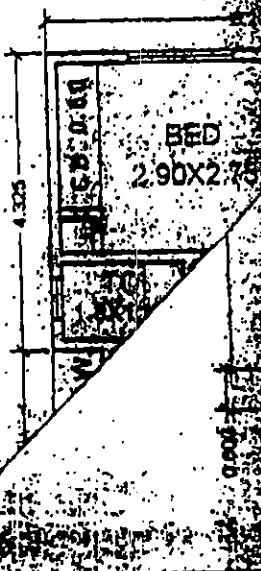
TOTAL AREA

DEDUCTION FOR

S1	2.25 X 2.75
S2	2.25 X 2.75

TOTAL DEDUCTIONS

NET AREA OF GROUND FLOOR



नामजुमद भवन क. मि. भा. मनपा. कार. २००३
 वि. नं. २५१/२००३. मि. भा. मनपा. कार. २००३
 वि. नं. २५१/२००३. मि. भा. मनपा. कार. २००३
 नकाशा (आर. स. पत्रासह) अर्पण

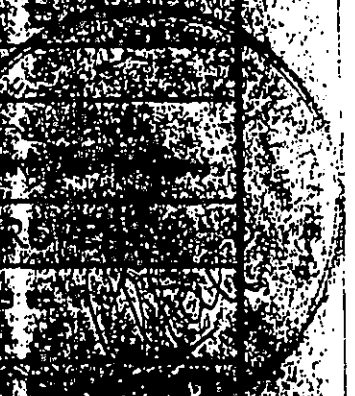
(Signature)
 आयुक्त

मि. भा. मनपा. कार. २००३

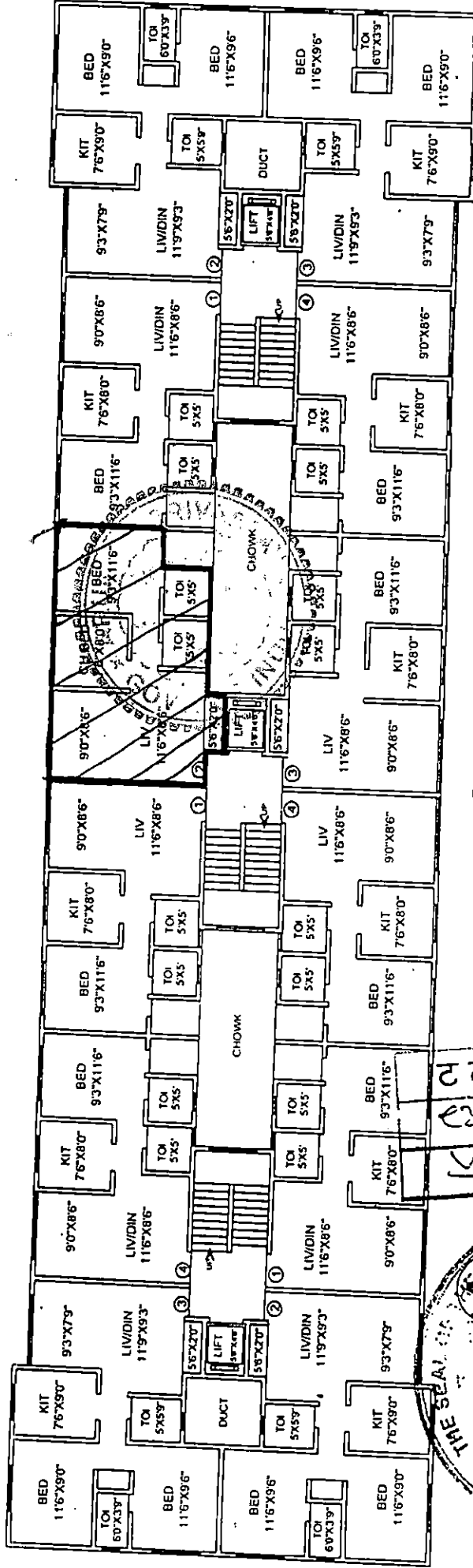
(Signature)
 मि. भा. मनपा. कार. २००३

ह. नं. - १०
 २३/१२/२००३
 ५०/६८

सावधान



SAGAR DRASHTI



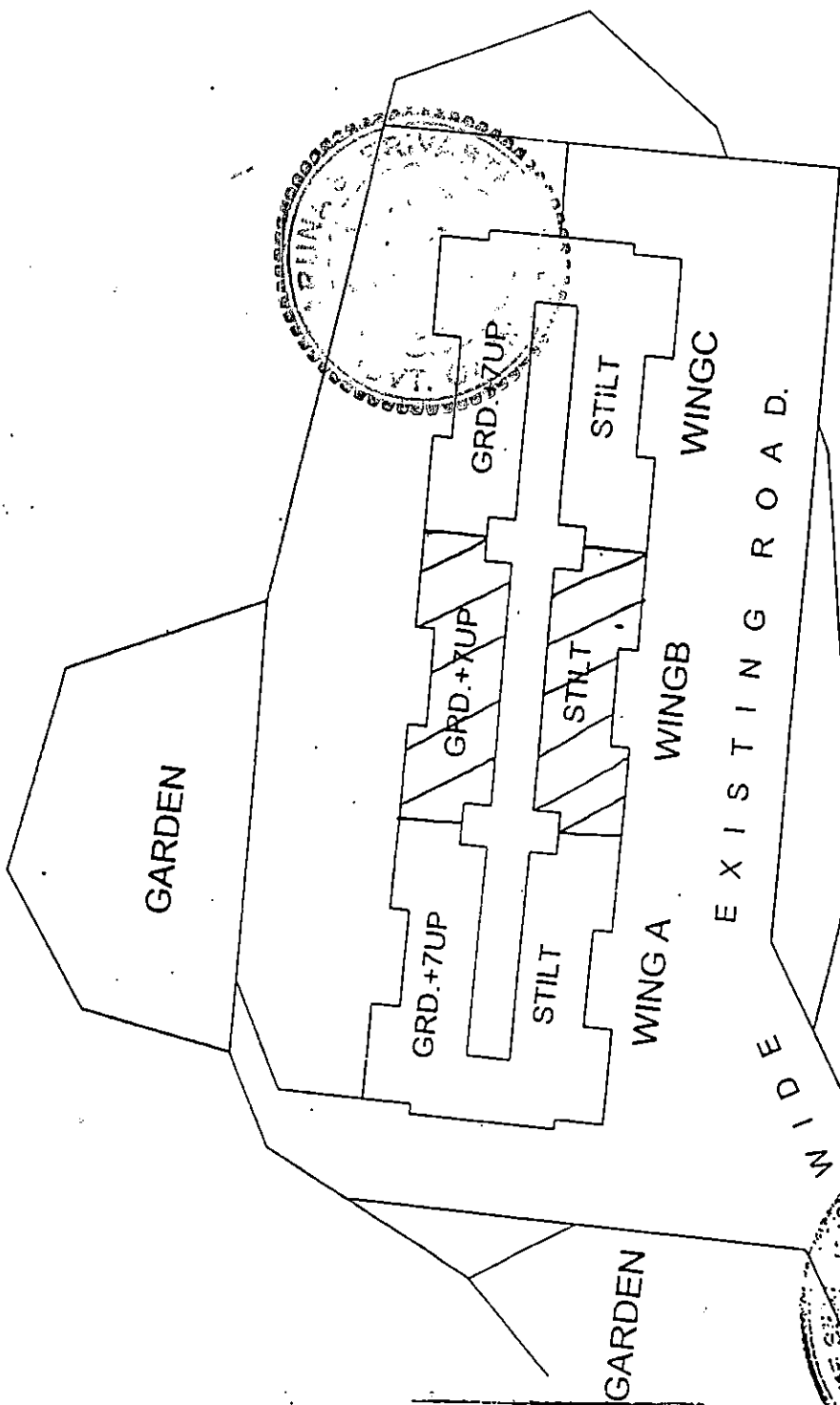
(C)

(B)

तज्ञ न - १०
२३२५/२००९
५२/६८



SAGAR DRASHTI DEVELOPERS	2ND & 5TH FLOOR PLAN		ARCHITECTS	
	WING	B	DUSHYANT PATEL & ASSOCIATES	
16 ROOP KAMAL, S. V. ROAD, KANDIVLI (west), MUMBAI - 400 067. Phone no :- 28060892, 28640991.	FLAT NO.	502	16 ROOP KAMAL, S. V. ROAD, KANDIVLI (west), MUMBAI - 400 067. Phone no :- 28060892, 28640991.	
	FLOOR AREA	575		
	DRN. BY.			



2375
 800/2008
 90

H.A. Singh
 G.A. Singh

BLOCK PLAN

LAY-OUT-PLAN
 MIRA-BHYANDER ROAD OPP. PETROL PUMP
 MIRA ROAD (EAST)

ARCHITECTS
DUSHYANT PATEL & ASSOCIATES
 16 ROOP KAMAL, S. V. ROAD, KANDIVLI (west),
 MUMBAI - 400 067. Phone no :- 28060892, 28640991.

BLDG. NO.	-
WING	B
FLAT NO.	302
FLOOR	5TH
AREA	-
DRN. BY.	Prince

THE SUB-REGISTRAR
 MIRA-BHYANDER ROAD
 MIRA (EAST)
 DIST.

BUILDERS
SAGAR DRASHI DEVELOPERS
 16 ROOP KAMAL, S. V. ROAD, KANDIVLI (west),
 MUMBAI - 400 067. Phone no :- 28060892, 28640991.



टनन - १०
२३/११/२००९
५३/६८

AGREEMENT

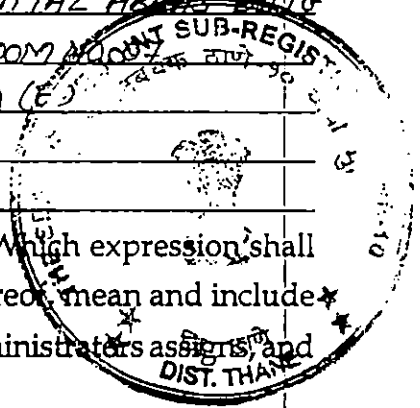
G.A. Singh
M.A. Singh

THIS AGREEMENT MADE at Mumbai on this 16 day of NOV 2009
 between M/S. SAGAR DRASHTI DEVELOPERS, a partnership firm, registered
 under the Indian Partnership Act, 1932 having its office at 16, Roop Kamal,
 Opp. Anandvan Ashram, S. V. Road, Kandivli (W), Mumbai - 400 067,
 hereinafter referred to as the "THE BUILDERS" (Which expression shall, unless
 it be repugnant to the context or meaning thereof, mean and include its
 successors, administrators and assigns) of the One Part;

AND

G.A. Singh
M.A. Singh

Mr./Mrs./Miss GAFFAR ABBAS BAIG & MUMTAZ ABBAS BAIG
 with present address at BUILDING NO. 01, ROOM NO. 007
GOVERNMENT COLONY, BANDRA (E)
MUMBAI - 400 057



hereinafter referred to as "THE PURCHASER/S" (Which expression shall
 unless it be repugnant to the context or meaning thereof, mean and include
 each of his/her/ their respective heirs, successors, administrators, assigns, and
 legal representatives) of the Other Part :

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G. A. Singh
M. A. Singh

WHEREAS by an agreement for sale dated 16/11/09 the Purchaser/s has/ have agreed to purchase from the Builders a flat / shop/ row house/ unit no. 502 admeasuring about 40.23 ^{sq. mtrs} sq.fts. carpet area i.e. sq.fts. built up area on the 5th floor in B wing of the building known as SAGAR DRASHTI constructed on the portion of the land bearing Old Survey No. 371, New Survey No. 73 Hissa No. 11 admeasuring about 2170 sq.mts. situate, lying and being at Village - Goddeo, Taluka & Dist. Thane within the limits of Mira Bhayander Municipal Corporation (hereinafter referred to as the "Said Premises") at the price and on the terms and conditions stipulated therein.

AND WHEREAS the Purchaser/s herein has/ have requested the builders to provide amenities to the said premises in addition to the common amenities agreed to be provided by the builders in the said building and in pursuance to the said request, the builders have agreed to provide amenities to the said premises in addition and/or in place of the common amenities to be provided by the builders in the said building, at the price and on the terms and conditions mutually agreed upon by and between the parties hereto as hereinafter appearing.

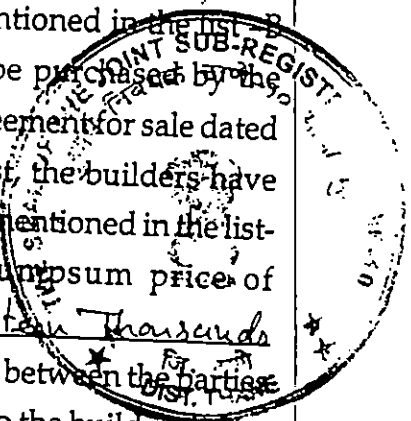
NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The builders have made the provision of common amenities as mentioned in the list -A annexed hereto, in the said building known as "SAGAR DRASHTI" to be constructed by the builders on the said land bearing Old Survey No. 371, New Survey No. 73, Hissa No. 11 admeasuring about 2170 sq.mts. situate, lying and being at village Goddeo, Tal. Dist. Thane within the limits of Mira Bhayander Municipal Corporation.
2. In addition to the said common amenities as mentioned in the list-A annexed hereto, agreed to be provided by the builders in the said building known as SAGAR DRASHTI the purchaser/s herein has / have requested to provide additional amenities as mentioned in the list-B annexed hereto in the said premises agreed to be purchased by the Purchaser/s herein from the builders vide an Agreement for sale dated 16/11/09 and in pursuance to the said request, the builders have agreed to provide the said additional amenities as mentioned in the list-B annexed hereto in the said flat at the Lumpsum price of Rs. 7,15,000/- (Rupees Seven Lakh Fifteen Thousands only only) mutually fixed by and between the parties hereto and same shall be paid by the Purchaser/s to the builders in the following manner;

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A. Rs. 21,000/- (Rupees Twenty One Thousand only only) has been paid by the Purshaser/s to the builders herein on execution of these presents (the builders doth hereby admit and acknowledge to have received the said sum by signing the receipt clause hereunder written).

B. Rs. 664,000/- (Rupees Six Lakh Sixty Four Thousand only only) being the balance amount shall be paid by the Purchaser/s to the builders within 15 days from the date of execution of these presents.

C. Rs. 30,000/- (Rupees Thirty Thousands only only) being the balance amount shall be paid by the Purchaser/s to the builders within one months from the date of execution of these presents.

3. The Purchaser/s shall make the payment of the said amount consideration in respect of the said additional amenities within the time stipulated hereinabove and in case, the purchaser/s fail to make the payment of the said consideration to the builders within the time stipulated hereinabove then in that case, the builder shall be entitled to cancel and terminate these presents as well as the said Agreement for sale dated 16/11/09 executed by the builders in favour of the purchaser/s in respect of the said premises.

4. It is expressly agreed and declared that this agreement will be interdependent upon the Agreement for Sale dated 16/11/09 of the said premises executed by and between the parties hereto and all the terms and conditions stipulated in the said agreement for sale dated 16/11/09 shall be equally applicable to these presents. It is also agreed by and between the parties hereto that the purchaser/s shall not be entitled to cancel and /or terminate this Agreement without terminating the said Agreement for Sale dated 16/11/09 executed by and between the parties hereto in respect of the said premises.

5. This agreement shall be treated as part and parcel of the said Agreement for Sale dated 16/11/09 executed by and between the parties hereto in respect of the said premises.

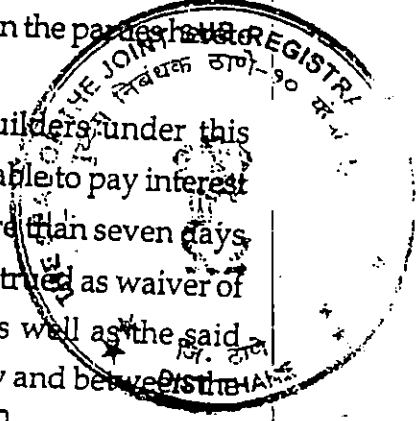
6. WITHOUT prejudice to the other rights of the builders under this agreement and/ or in law the purchaser/s shall be liable to pay interest @ 21% p.a. on all amounts remaining unpaid for more than seven days after becoming due. However, same shall not be construed as waiver of rights of the builders to terminate these presents as well as the said Agreement for Sale dated 16/11/09 executed by and between the parties hereto in respect of the said premises.

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7. The purchaser/s agree that the builders shall have a first lien or charge on the said premises for any unpaid amount under this agreement and the purchaser/s shall not be entitled to claim possession of the said premises unless all the dues under this agreement are fully paid to the builders.

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M.A. Baig*

8. It is mutually agreed upon by and between the parties hereto that during the subsistence of the said Agreement for Sale dated 16/11/00 executed by and between the parties hereto in respect of the said premises, the purchaser/s shall not be entitled to decline to have additional amenities as mentioned in the list- B annexed hereto, in view of the fact that the provisions of the said additional amenities as mentioned in the list- B annexed hereto, has been made by the builders only at the request of the purchaser/s and as such, the Purchaser/s is /are bound and liable to adhere to the terms and conditions of these presents in Toto.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands.

SIGNED SEALED AND DELIVERED by

the withinnamed
M/s. SAGAR DRASHTI DEVELOPERS
"The Builders"

in the Presence of

[Signature]
[Signature]

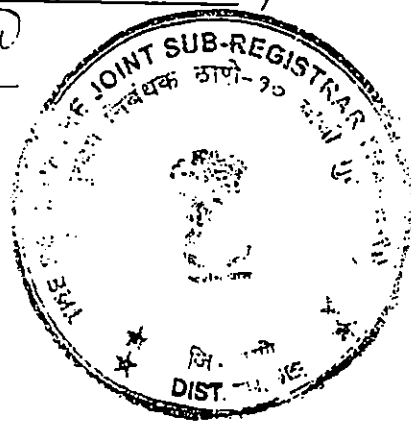
M/S. SAGAR DRASHTI DEVELOPERS
PARTNERS

SIGNED SEALED AND DELIVERED by

the withinnamed
Mr. GAFFAR ABBAS BAIG
Smt. MUMTAZ ABBAS BAIG
"The Purchaser"

in the presence of

[Signature]



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RECEIPT

Received from within named the Purchaser/s the sum of Rs. 21,000/- (Rupees Twenty one Thousand only) by cash/cheque No. 066953 dated 27/07/09 drawn upon Axis Bank bank, being the Earnest Money deposit / part consideration amount payable by the Purchaser within-named to us, paid to us.

NOTE :- Cheque subject to realisation.

Rs. 21,000/-

I/We say Received.



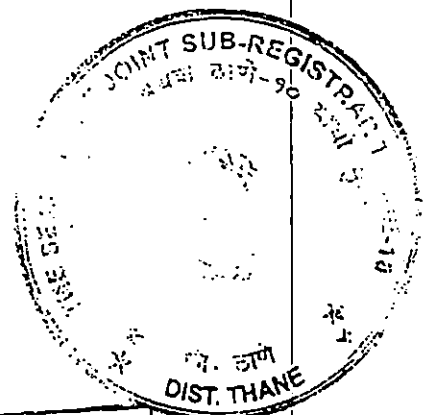
M/s. SAGAR DRASHTI DEVELOPERS

Partners/ Authorised Signatory.

Witness :

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COMMON AMENITIES

LIST- A

A) MAIN STRUCTURE-

The building shall be of R.C.C. Footings, Columns, Beams, Slabs and Chhajjas. Masonry works shall be of Bricks & P.C.C blocks. Sand faced Plaster on outside and inside.

B) FLOORING-

Mosaic tiles flooring in Living room, Bedroom, Kitchen and Passage. Kota stone flooring in bath/ W.C. / Toilet with 2 ft. ht. white ceramic tiles dado.

C) DOORS & WINDOWS

All doors shall be of Flush doors finished with Oil Paints.
All Windows shall be of 1/2" section Aluminum Sliding Windows. Windows of Bath & W.C. shall be of louvered type.
All Doors & Windows shall have Aluminum Fittings and Fixtures.

D) ELECTRICALS- (open type)

	Lights Point	Fan Point	Plug Point.
1. Living Room-	2	1	1
2. Bed Room -	1	1	1
3. Kitchen -	1	1	1
4. Bath, W.C., - and Passage.	1	Nil	Nil

E) PLUMBING- (open type)

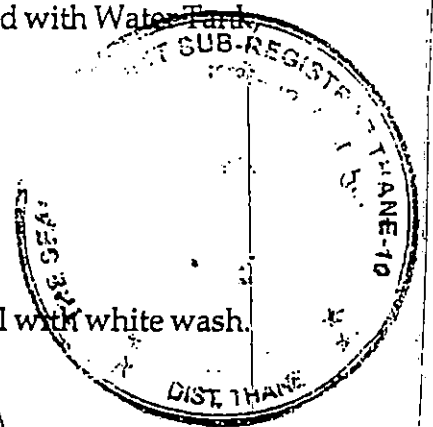
Necessary Water and Drainage line shall be provided with Water Tank, Pump Room and Septic Tank.
Water Tap to Kitchen, Bath & W.C. each.
Indian W.C. Pan to each Flat.

G) PAINTING

Out side wall with regular cement paint. Inside wall with white wash.

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H. A. [Signature]



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