

335/3628

पावती

Original/Duplicate

Monday, March 30, 2015

नोंदणी क्र. :39म

5:00 PM

Regn.:39M

पावती क्र.: 4815 दिनांक: 30/03/2015

गावाचे नाव: चितळसर मानपाडा

दस्तऐवजाचा अनुक्रमांक: टनन5-3628-2015

दस्तऐवजाचा प्रकार : करारनामा

सादरं करणाऱ्याचे नाव: नलिनी उपासनी --

नोंदणी फी ₹. 30000.00

दस्त हाताळणी फी ₹. 1680.00

डाटा एन्ट्री ₹. 20.00

पृष्ठांची संख्या: 84

एकूण: ₹. 31700.00

आपणास मूळ दस्त ,धंबनेल प्रिंट,सूची-२ व सीडी अंदाजे

5:12 PM ह्या वेळेस मिळेल.

Joint Sub Registrar, Thane 5

सह दुय्यम निबंधक ठाणे ५

बाजार मुल्य: रु.9900000/-

मोबदला: रु.10251000/-

भरलेले मुद्रांक शुल्क : रु. 615100/-

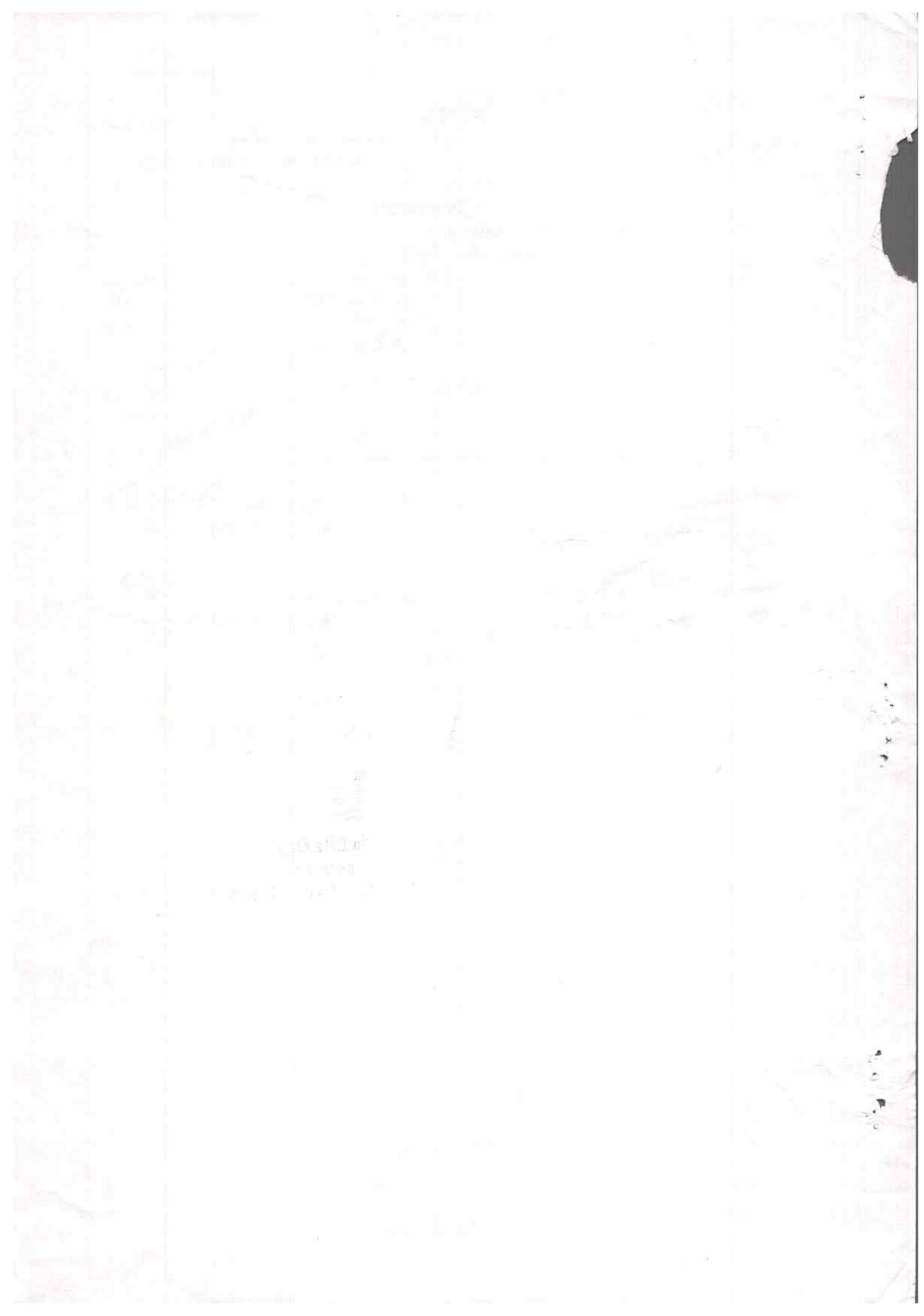
1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH006596287201415S दिनांक: 30/03/2015

बँकेचे नाव व पत्ता: IDBI

2) देयकाचा प्रकार: By Cash रक्कम: रु 1700/-

Dr. J. J. J.



2/14/9

12

~~82+2=84~~
~~3628~~
~~15~~

AGREEMENT

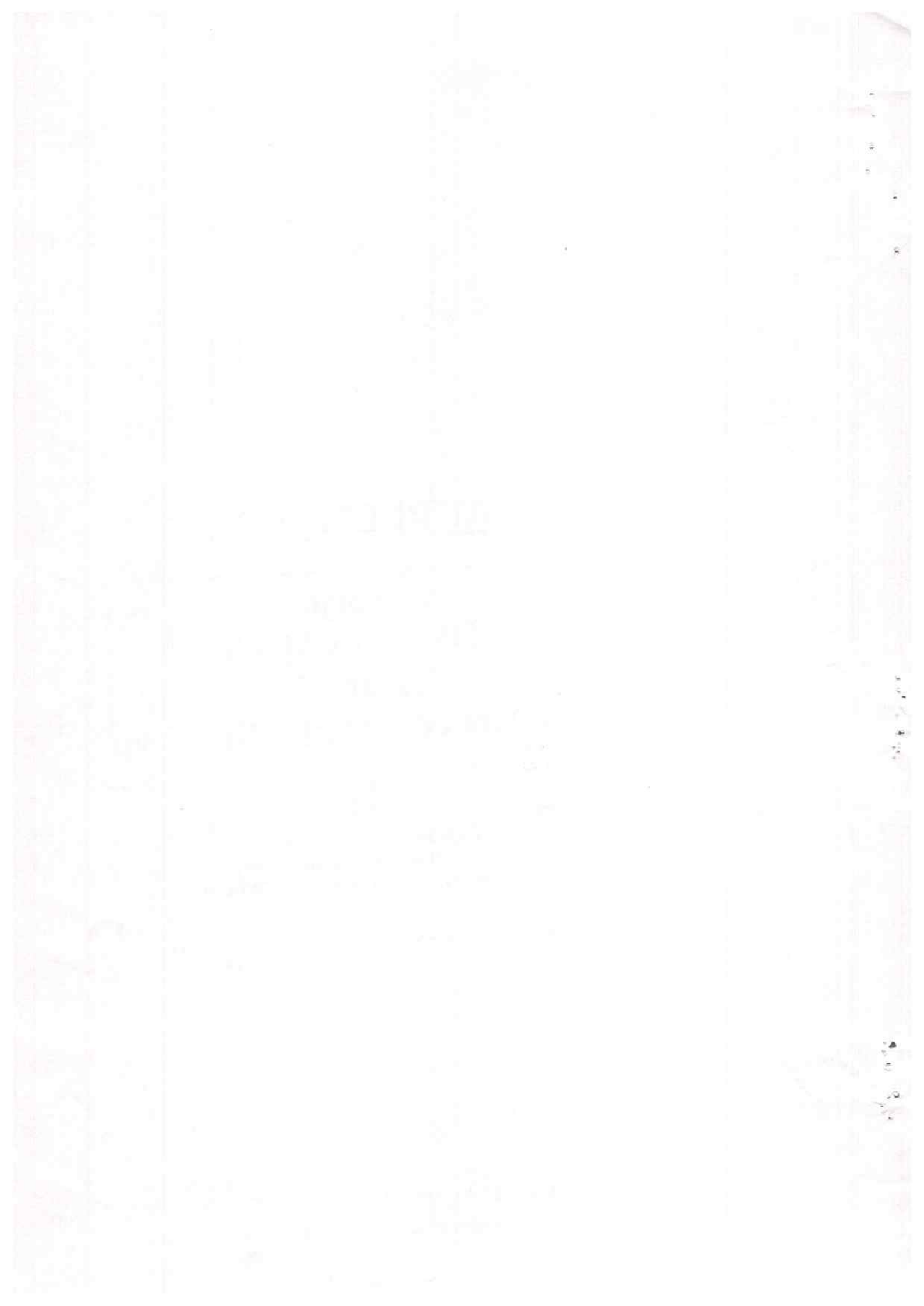
'BUILDING'
DOSTI GRACIA
'PROJECT'
DOSTI IMPERIA



Dosti Imperia Site Office :
Opp. R Mall, Ghodbunder Road,
Thane (West) - 400 607 * Tel. : 25895165-66

FRIENDS DEVELOPMENT CORPORATION (IMPERIA) PVT. LTD. Tel : 22198500

LAWRENCE & MAYO HOUSE, 1ST FLOOR, 276, DR. D. N. ROAD, FORT, MUMBAI 400 001





30/03/2015

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 5

दस्त क्रमांक : 3628/2015

नोंदणी :

Regn:63m

गावाचे नाव : 1) चितळसर मानपाडा

(1) विलेखाचा प्रकार करारनामा
 (2) मोबदला 10251000
 (3) बाजारभाव(भाडेपट्ट्याच्या वाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) 9900000



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

1) पालिकेचे नाव: ठाणे म.न.पा.इतर वर्णन : सदनिका नं: 308, माळा नं: 3, बी विंग, इमारतीचे नाव: दोस्ती ग्रेसिया बिल्डींग, दोस्ती इम्पेरिया, रोड नं: चितळसर मानपाडा, ठाणे., इतर माहिती: मौजे चितळसर मानपाडा गट न 52/1 पार्ट, 2, 3. झोन न 7/31-3ई-3).
 ((Survey Number : - ;))

(5) क्षेत्रफळ

1) 95.32 चौ.मीटर पोटखराब क्षेत्र : 0 NA

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.

1): नाव:- मेसर्स फ्रेंड्स डेव्हलपमेंट कॉर्पोरेशन (इम्पेरिया) प्रा.ली. तर्फे अधिकृत सही करणार पंकज शाह तर्फे कु.मु.म्हणुन गोविंद काकडे - - वय:-42; पत्ता:- प्लॉट नं: 276, माळा नं: 1, इमारतीचे नाव: लॉरेन्स आणि मेयो हाऊस, ब्लॉक नं: -, रोड नं: फोर्ट मुंबई., महाराष्ट्र, मुंबई. पिन कोड:- 400001 पॅन नं:- AABCF5801A

(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता

1): नाव:- जलिनी उपासनी - - वय:-46; पत्ता:- प्लॉट नं: 5 बी, माळा नं: -, इमारतीचे नाव: कुंदालीया टॉवर, ब्लॉक नं: -, रोड नं: कोलकाता, वेस्ट बॅंगळ, KOLKATA. पिन कोड:- 700017 पॅन नं:- AAHPU6845J
 2): नाव:- पंकज उपासनी - - वय:-57; पत्ता:- प्लॉट नं: 5 बी, माळा नं: -, इमारतीचे नाव: कुंदालीया टॉवर, ब्लॉक नं: -, रोड नं: कोलकाता, वेस्ट बॅंगळ, कोलकाता. पिन कोड:- 700017 पॅन नं:- AAHPU8677N

(9) दस्तऐवज करून दिल्याचा दिनांक 25/03/2015

(10) दस्त नोंदणी केल्याचा दिनांक 30/03/2015

(11) अनुक्रमांक, खंड व पृष्ठ 3628/2015

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क 615100

(13) बाजारभावाप्रमाणे नोंदणी शुल्क 30000

(14) शेरा



सह दुय्यम निबंधक ठाणे क्र. ५

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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

महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन 2015

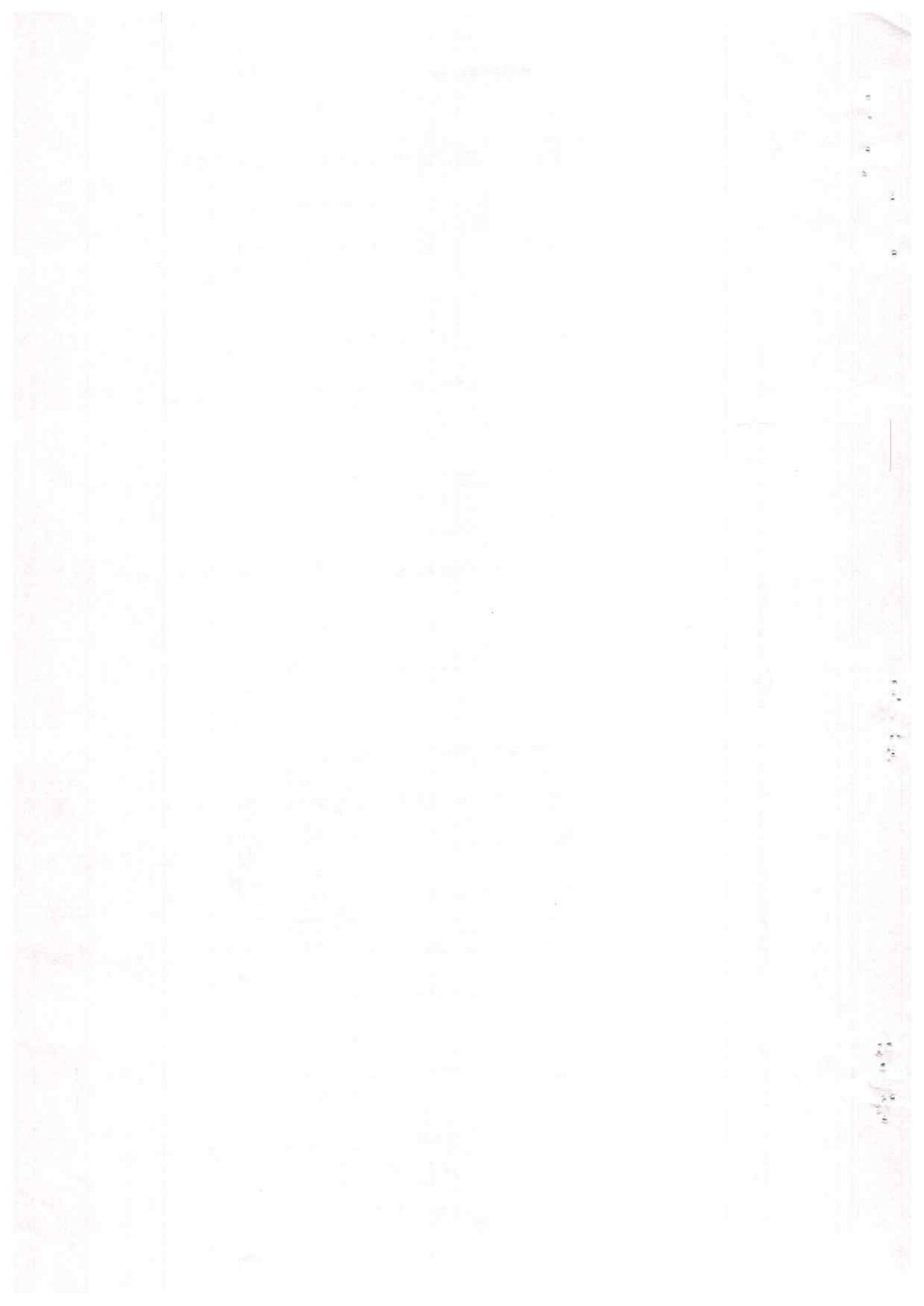
1. दस्ताचा प्रकार :- अदीवानी अनुच्छेद क्रमांक 285
2. तालुका :- 6101
3. गावाचे नाव :- ज्ये. माणपार
4. नगरभुमापन क्रमांक/सर्व्हे क्र./ अंतिम मुखंड क्रमांक :- 52
5. मुल्य दरविभाग (झोन) :- 2131-33-3 उपविभाग
6. मिळकतीचा प्रकार :- खुली जमीन निवासी कार्यालय दुकान औद्योगिक
प्रति चौ.मी.दर :- _____
7. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- 95.32 कारपेट/बिल्ट अप चौ.मी./घट
8. कारपार्किंग :- _____ गच्ची :- _____ पोटमाळ :- _____
9. मजला क्रमांक :- 3/1 उदवाहन सुविधा आहे/नाही
11. बांधकामाचा प्रकार :- आरआरसी / इतके पक्के / अर्धे पक्के / कच्चे
12. बाजारमुल्यदर तक्त्यातील मार्गदर्शक सुचविलेले मुल्ये दिलेली घट / वाढ
13. निर्धारित केलेले बाजारमुल्य :- 99,00,000/-
14. दस्तामध्ये दर्शविलेली मोबदला 1,02,51,000/-
15. देय मुद्रांक शुल्क :- 6,15,100/- भरलेले मुद्रांक शुल्क :- 6,15,100/-
16. देय नोंदणी फी :- 30,000/-



दस्ता - 4
दस्ता क्रमांक 3026/2094
9/10/18

लिपीक

सह दुय्यम निबंधक



महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बैंक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

Bank/Branch: PNB/THANE MG RD(3739)
Pmt Txn id : 230315M305290
Pmt DtTime : 23-03-2015@11:51:10
ChallanIdNo: 03006172015032050700
District : 1201/THANE

14026596265661

Stationery No: 14026596265661
Print DtTime: 23-03-2015@15:28:50
GRAS GRN : MH006596287201415S
Office Name : IGR117/THN5_THANE NO 5 J

StDuty Schm: 0030046401-75/Sale of Other NonJudicial Stamps SoS
StDuty Amt : R 6,15,100/- (Rs Six, One Five, One Zero Zero only)

RgnFee Schm: 0030063301-70/Ordinary Collections IGR
RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article : B25/Agreement to sale/Transfer/Assignment
Prop Mvblty: Immovable Consideration: R 1,02,51,000/-
Prop Descr : FLAT NO 308,3rd FLOOR,B WING,DOSTI GRACIADOSTI IMPERIACHITALSAR,MAN
PADA THANE,Maharashtra

Duty Payer: (DLN--) NALINI UPASANI
Other Party: (DLN--) FRIENDS DEVELOP CORPORATION IMPERIA PVT LTD

Bank official1 Name & Signature

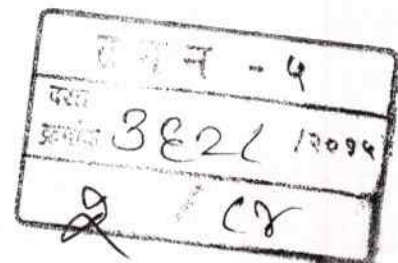
D. Yadav

D. P. Yadav



Bank official2 Name & Signature

--- Space for customer/office use - - - Please write below this line ---





AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai this 25th
day of MARCH in the Christian year 20 15.

PS
A. J. Jaiswal
Rupasingh

BETWEEN

FRIENDS DEVELOPMENT CORPORATION (IMPERIA) PVT. LTD., a Company duly registered under the provisions of the Indian Companies Act, 1956, carrying on business as Builders, Building Contractors, Property Developers, Promoters of Co-operative Societies, etc. and having their registered office situate at Lawrence & Mayo House, 1st Floor, 276, Dr. D. N. Road, Fort, Mumbai 400 001, hereinafter referred to as "**the Promoters**" (which expression unless repugnant to the context or meaning thereof be deemed to include their successors and assigns) of the One Part;

PS
A. J. Jaiswal
Rupasingh

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टनन - ५



टनन - ५
दिनांक 3/2/08
क्रमांक 322/2094
3/1/08

AND

- 1) NALINI UPASANI
 2) PANKAJ UPASANI &
 3)

an/both/all Indian Inhabitant/s adult/s having his/her/their common address/s at

FLAT 5B, KUNDALIA TOWER
 47A, SHAKESPEARE SARANI
 OPP. KALAMANDIR
 KOLKATA - 700017

hereinafter referred to as "the Purchaser/s" (which expression shall unless repugnant to the context or meaning thereof be deemed to include in case of individual, his/her/their legal heirs, administrators, executors, in case of Partnership Firm, its Partners, the survivors or survivor of them and the heirs, executors and administrators of the last survivor and in case of a Company its successors in law and permitted assigns) of the Other Part.

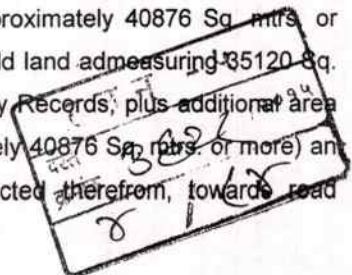
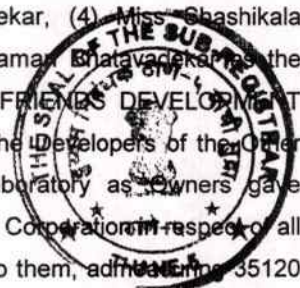
WHEREAS :-

(A) **DEVELOPMENT AGREEMENT :** M/s. Dr. Bhalchandra Laboratory having (1) Shri Bhalchandra alias Jayant Chintaman Bhatavadekar, (2) Shri Hari Nilkanth Bhatavadekar and (3) Shri Nilkanth alias Neel Bhalchandra Bhatavadekar, as Partners of the firm, is the legal Owner of the Property described in the First Schedule hereunder written. By a registered Agreement for Development dated 24th May, 2004 (registered on 25.05.2004), made between M/s. Dr. Bhalchandra Laboratory through its Partners (1) Shri Bhalchandra alias Jayant Chintaman Bhatavadekar, (2) Shri Hari Nilkanth Bhatavadekar and (3) Shri Nilkanth alias Neel Bhalchandra Bhatavadekar, as the Owners of One Part and (1) Shri Bhalchandra alias Jayant Chintaman Bhatavadekar, (2) Mrs. Kalindi D. Barot, (3) Miss. Suniti Chintaman Bhatavadekar, (4) Miss. Shashikala Chintaman Bhatavadekar & (5) Miss. Vijaya Chintaman Bhatavadekar as the Confirming Parties of the Second Part and M/S. FRIENDS DEVELOPMENT CORPORATION, a registered partnership firm as the Developers of the Other Part, the said Partners of Dr. Bhalchandra Laboratory as Owners gave development rights to the said Friends Development Corporation in respect of all those pieces or parcels of freehold land belonging to them, amounting to 35120 Sq.mtrs. or thereabouts as appearing in City Survey Records, plus additional area as found by TILR which works out to approximately 40876 Sq. mtrs. or more. Out of the said pieces or parcels of freehold land amounting to 35120 Sq. Mtrs. or thereabouts (as appearing in City Survey Records, plus additional area as found by TILR which works out to approximately 40876 Sq. mtrs. or more) an area amounting to 9509.04 Sq. mtrs. is deducted therefrom, towards road

PS
 A. Upasani
 Pankaj

PS
 A. Upasani

Pankaj



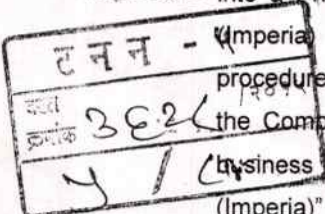
setbacks, reservation for R Zone and Amenity Open Space, leaving at present (i.e. before Certification by TILR) Net Plot Area of 25610.96 Sq. mtrs. and bearing Survey Nos. as detailed in the First Schedule hereunder written together with buildings and structures standing thereon, situated at Village Chitalsar - Manpada, Thane and as more particularly described in the **First Schedule** hereunder written and shown surrounded by **Yellow Colour** Boundary line on the Plan thereof Annexed hereto and marked as **Plan "A"** .(herein after referred to as the said "**entire land**") at or for the consideration and subject to the terms and conditions as mentioned in the said Agreement for Development.

(B) POWER OF ATTORNEY DATED 24/05/2004. The Owners and the Confirming Parties have also executed an Irrevocable General Power of Attorney on 24.05.2004 which was registered on 25.05.2004 in favour of (1) DEEPAK KISHAN GORADIA (2) KISHAN CHUNILAL GORADIA (3) M/S. DOSTI LAND DEVELOPERS PVT. LTD., the Partners of Promoters herein, appointing them jointly and each of them severally to do and execute all or any of the acts, deeds, matters and things more particularly described in the said Power of Attorney.

(C) PERMISSION UNDER THE URBAN LAND (CEILING & REGULATION) ACT 1976 : The said entire land stands in the name of the said Dr. Bhalchandra Laboratory in the Revenue Records. The Provisions of the Urban Land (Ceiling & Regulation) Act, 1976 (ULC Act) does not apply to the said entire land as the said Act has been repealed on 29th November, 2007. Even when the said Act was in force, the said Firm was in actual use, possession and enjoyment of the said entire land through out.

D (i) DEVELOPMENT IN THE NAME OF FRIENDS DEVLEOPMENT CORPORATION (IMPERIA) PVT. LTD. : M/s. Friends Development Corporation, a registered partnership firm which entered into the said Development Agreement with Dr. Bhalchandra Laboratory, the Owners, has been split into two different firms for the better management and execution of the two different projects undertaken by it and one of the said two firms is named as M/s. Friends Development Corporation (Imperia) particularly for the Project "Dosti Imperia" with the same partners as partners in M/s. Friends Development Corporation.

D(ii) The said Friends Development Corporation (Imperia) has been converted into a Private Limited Company known as "Friends Development Corporation (Imperia) Pvt. Ltd." (being the Promoters named above by following legal procedure applicable and particularly the procedure laid down in Part IX under the Companies Act, 1956 on or about 16.08.2010 with the result that all the business assets and liabilities of "M/s. Friends Development Corporation (Imperia)" by operation of law became vested in the said M/s. Friends



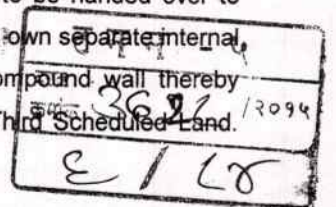
M. J. Jaisani

Rupesh

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Development Corporation (Imperia) Pvt. Ltd. (being the Promoters abovenamed and parties of the One Part of this Agreement) including rights to develop and dispose off the premises on ownership basis in the project called "Dosti Imperia" and thus the said Friends Development Corporation (Imperia) Pvt. Ltd. is entitled to enter into and execute this Agreement as the Promoters and Successors in Title to the said M/s. Friends Development Corporation/Friends Development Corporation (Imperia) by devolution of title as hereinabove mentioned.

(E) **MMRDA SCHEME** : The Government of Maharashtra has formulated the Housing Policy for the State of Maharashtra and the main objective of this policy is to provide affordable houses, and have nominated Mumbai Metropolitan Region Development Authority (MMRDA) as project implementing agency (herein after referred to as "**the said MMRDA Scheme**"). Under the said MMRDA Scheme, the land owner/developer, will convey minimum 25% of the total land area in the name of Authority free of cost for Housing Units under the said MMRDA Scheme and retain maximum 75% of the total land area with them. Permissible FSI on site for construction of said MMRDA Scheme shall be 4.00 of total Plot area. Out of 4.00 FSI, 1.00 FSI shall be used for construction of Housing Units for MMRDA on minimum 25% of the land and handed over free of cost to the Authority and the balance 3.00 FSI shall be used for construction of Housing/Commercial Units on maximum 75% of the total land area which can be sold in the open market by the Developers/Promoters. The Promoters, have applied to Mumbai Metropolitan Region Development Authority (MMRDA) for implementing the said MMRDA Scheme on the said entire land and same have been sanctioned by MMRDA vide its Locational Clearance letter no.MMRDA/RHD/56/09/173 dated 13/11/2009. MMRDA has also given its NOC for Commencement Certificate vide its letter no. MMRDA/RHS-56/187dated 23/04/2010. Pursuant to the said MMRDA Scheme, the entire land will be subdivided and a portion of the said entire land admeasuring 6402.74 sq. mtrs., being the 25% of the said entire land as more particularly described in the **Second Schedule** hereunder written and shown surrounded by **Blue Colour** boundary line on the Plan A annexed hereto, (hereinafter referred to as "**Second Scheduled Land**") will be utilized to construct thereon Housing Units to be handed over to MMRDA and the balance 75% portion of the said entire land admeasuring 19,208.22 sq. mtrs. as more particularly described in the **Third Schedule** hereunder written and shown surrounded by **Orange Colour** boundary line on the Plan A annexed hereto, (hereinafter referred to as "**the said Land**") will be utilized by the Promoters for construction of free sale components permissible under the said MMRDA Scheme, to be sold in the open market, on what is known as ownership basis. The Housing Units to be handed over to MMRDA on the said Second Schedule Land shall have its own separate internal infrastructure and access and will be enclosed by a compound wall thereby separating the said Second Scheduled Land from the Third Scheduled Land.



PS

Dr. Upadhyay

P. Upadhyay

The Promoters and MMRDA will enter into an agreement setting out the terms and conditions of implementation of the said MMRDA Scheme on the said First Scheduled Land, the terms and conditions of which shall be binding on the Purchasers.

(F) DOSTI IMPERIA PROJECT : As a result of Agreement for Development and Power of Attorney, and sanction of the said MMRDA Scheme as recited above, the Promoters have become entitled to develop the said entire land. The Promoters have brought to the notice of the Purchaser/s and the Purchaser/s are aware that the entire project which is being intended to be implemented in phase wise manner by the Promoters on the said Land is to be known as "DOSTI IMPERIA". However, there may be notional division/demarcation by way of fencing or such other arrangements as may be decided by the Promoters at their sole discretion. It is clarified that the layout, Scheme of development of the said project, location and dimension of parking spaces, plans and specifications of the building/s are tentative and subject to change as may be required from time to time. The Promoters shall be entitled to make any variations, alterations, amendments or deletions to or in the development of the said Project, layout, plans and specifications of the flats and premises in the said building, relocating/realignment of the water, power, sewage, telephone, gas and other services and utility connections and lines, overhead/underground tanks, pump room/s, pumps, open spaces, parking spaces, club house, recreation areas, garden spaces and all or any other areas, amenities and facilities and/or varying the location of the access to any building and/or the dimension or location of parking spaces as they may deem fit in their sole and unfettered discretion or if the same is or are required, by MMRDA under the said MMRDA Scheme or any other concerned authorities or under any Scheme or Project, whether in force or proposed, by Central/State Government or Thane Municipal Corporation (TMC) or Mumbai Metropolitan Region Development Authority (MMRDA) or any other authorities or under any Act, Regulations for the time being in force or as amended from time to time.

The Promoters propose to construct buildings on the said land in phase wise manner as per the plans approved or to be approved by TMC and /or under the said MMRDA Scheme approved by MMRDA, with such amendments & alterations as may be permitted by the authorities concerned. The Promoters by themselves or through or with their nominee/s or associate or group sister concern/s are entitled to and propose to acquire and/or develop nearby, contiguous, adjoining or adjacent lands and properties and enter into such arrangement or agreement as they may deem fit with the holders thereof and amalgamate such lands and properties with the said land and/or sub divide the same and/or include the same in the scheme of development of the said "DOSTI IMPERIA" in the manner they may deem fit. In view of the aforesaid, reference to the said land and the said "DOSTI IMPERIA Project" in this Agreement, shall



दस्तावेज क्रमांक	3624
दिनांक	10/1/2018

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be deemed to mean and include the nearby contiguous, adjacent and adjoining lands and properties acquired/may be acquired in future and construction thereon wherever the context so permits or requires. This Agreement relates only to the building to be called and known as **DOSTI GRACIA** in "**DOSTI IMPERIA**" project (hereinafter called "**the said building**") to be constructed on a part of the said land admeasuring 1097 Sq. Mtrs. and more particularly described in the **Fourth Schedule** hereunder written, (hereinafter referred to as "**the Fourth Scheduled Land**") and shown on the said Plan 'A' as surrounded by **Red Coloured** boundary lines.

(G) **INFRASTRUCTURAL/Common FACILITIES** : The Purchaser/s have taken note of and have also agreed with the Promoters that the Promoters and/or their nominees or assignees shall have right to use and enjoy at all times (even after Lease of the said Fourth Scheduled Land and Conveyance of the building is executed) all the facilities that may be finally provided by the Promoters including compulsory open spaces, internal common roads, Podium, pathways, garden, recreation ground and facilities, Jogging Track, Amphi Theatre, Playing equipments, storm water drains, sewerage treatment plant, common areas and facilities, limited common area and facilities, sewerage lines, water courses, electricity-cables, electrical substations, telephone cables, under-ground and overhead water tanks, water pipe lines, Bore-wells, pump rooms, auxiliary tanks, common lighting, dish antenna, common antenna, cable video, meter rooms, servants common toilets, lifts, society office rooms, Watchman Cabins, Lift Machine Rooms and all such facilities that may be finally provided by the Promoters (hereinafter for convenience sake all or any of the aforesaid facilities which may be provided are collectively hereinafter referred to as "the said infrastructural/common facilities") and also grant the user and enjoyment thereof to any other buildings thereof that may be constructed by them or their nominees or associates in the locality and their occupants.

(H) **PROMOTERS CONSTRUCTING BUILDING** : The Promoters propose to construct on the Fourth Scheduled Land one multistoreyed building to be called **DOSTI GRACIA** in "**DOSTI IMPERIA PROJECT**" consisting of ground and several upper floors as per the plans already approved by the Municipal Corporation (TMC) and/or MMRDA (hereinafter called "**the said Building**").

(I) **ARCHITECT, STRUCTURAL ENGINEER** : The Promoters have entered into a standard Agreement with Architect M/s. **Archetype Consultants (I) Pvt. Ltd.**, registered with the Council of Architects and the said Agreement is as per the Agreement prescribed by the Council of Architects. The Promoters have also appointed a Structural Engineer M/s. **Sterling Engineering Consultancy Pvt. Ltd.** for the preparation of the structural design and drawings of the building and



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the Promoters accept the professional supervision of the Architect and the Structural Engineer till the completion of the building.

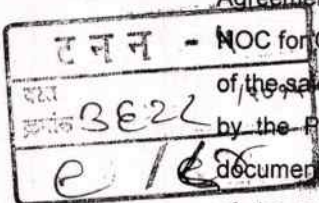
(J) PROMOTERS HAVING EXCLUSIVE RIGHT TO CONSTRUCT AND

SELL : By virtue of the said Agreement & Power of Attorney and sanction of the said MMRDA Scheme as hereinbefore recited, the Promoters alone have the sole and exclusive right to develop the said Fourth Scheduled Land and construct building thereon and sell or otherwise dispose off or alienate the premises in the said building as also terraces, individually or separately and to enter into agreement/s with the buyers of the same and to receive the sale price including fees – subscription – premium etc. in respect thereof. The Promoters will convey and transfer the building and structure/s to be constructed on the said Fourth Scheduled Land to a Co-operative Society or any other Organisation/s that may be formed (hereinafter shall be called "**Organisation**" which will mean Co-operative Society or an Association of Apartment Owners or a Limited Company or any other Organisation that may ultimately be formed for the purpose as may be decided by the Promoters in their Sole discretion without being bound to give reasons therefore) in respect of that particular building and give a lease of Fourth Scheduled Land to such Organisation on lease rent of Rupee One per year for such lease and for a period of 99 years from the date when Occupation Certificate by TMC is granted with option to renew it for a further period of 99 years. Such lease of the Fourth Scheduled Land and conveyance of building will be executed or got executed when all Plots of Land situated in the vicinity of the said Fourth Scheduled Land are fully developed by the Promoters and full Floor Space Index (FSI) thereon including any increase thereto under said MMRDA Scheme or any other Scheme or Project of Central/State Government or Thane Municipal Corporation (TMC) or Mumbai Metropolitan Region Development Authority (MMRDA) or any other authorities, whether in force or proposed or otherwise and the benefit of FSI/TDR that is transferred and permitted to be consumed on the said various Plots of Land in the said Project, including the said land and the buildings thereon are consumed and appropriated by the Promoters fully.



(K) PURCHASER/S HAVE TAKEN INSPECTION : The Purchaser/s demanded from the Promoters and the Promoters have given inspection to the Purchaser/s of all the documents of title relating to the said Land, the said Agreements for Development, Power of Attorney, Locational Clearance letter.

तनन - NOC for Commencement Certificate issued by MMRDA pursuant to the sanction of the said MMRDA Scheme and the Plans, designs and specifications prepared by the Promoters Architects M/s. Archetype Consultants and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the promotion of construction sale, management and transfer) Act, 1963 (hereinafter called "the said Act") and the rules made thereunder and the



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Purchaser/s has/have satisfied himself/herself/ themselves/itself about the same.

(L) CERTIFICATE OF TITLE, PROPERTY REGISTER CARD AND PLAN (ANNEXURES A & B AND PLAN B) : Copy of Certificate of Title issued by M/s. Vigil Juris, Advocates & Solicitors of the Promoters, copy of 7/12 Extracts showing the nature of title of the Owners to the said entire Land and copy of the plans and specifications of the premises agreed to be purchased by the Purchaser/s abovenamed as approved by the concerned local authority have been annexed hereto and marked **Annexures "A" & "B" and "Plan B"** respectively.

(M) BUILDING PLANS APPROVED BY THANE MUNICIPAL CORPORATION AND/OR MMRDA : The Promoters have got approved from Thane Municipal Corporation and/or MMRDA the plans the specifications, elevations, sections and details of the said building called "**DOSTI GRACIA** " in **DOSTI IMPERIA PROJECT.**

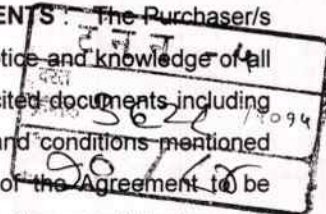
(N) PROMOTERS TO OBSERVE TERMS AND CONDITIONS ON WHICH PLANS ARE APPROVED : While sanctioning the said Plans, the TMC and/or MMRDA or the concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Fourth Schedule Land and constructing the building thereon and upon due observance and performance of which only the Completion and Occupation Certificates in respect of the said building shall be granted by the concerned local authority.

(O) COMMENCEMENT OF CONSTRUCTION : The Promoters have accordingly commenced the construction of the said building in accordance with the said plans.

(P) APPLICATION FOR ALLOTMENT OF FLAT/ PREMISES The Purchaser/s have agreed to purchase from the Promoters One Flat/Premises, as described hereinafter to which the Promoters have agreed in the manner as hereinafter appearing.



(Q) PURCHASE SUBJECT TO RECITED DOCUMENTS : The Purchaser/s have agreed to purchase the said Premises with full notice and knowledge of all the terms and conditions contained in the aforesaid recited documents including the said Agreement for Development and the terms and conditions mentioned therein as also subject to the terms and conditions of the Agreement to be entered into between the Promoters and MMRDA with regard to the said MMRDA Scheme, which shall be binding on the Purchasers.



A. Upadhyay

Ruparaj

(R) **EARNEST MONEY/DEPOSIT**: Prior to the execution of these presents the Purchaser/s have paid to the Promoters a sum of Rs. 10,25,10,00/- (Rupees ONE CRORE TWO LAKH FIFTY ONE THOUSAND only) as advance payment or deposit (the payment and receipt whereof the Promoters do hereby admit and acknowledge) and the Purchaser/s have agreed to pay to the Promoters balance of the agreed price in the manner hereinafter appearing.

(S) **AGREEMENT TO BE EXECUTED AND REGISTERED UNDER SECTION 4 OF THE MAHARASHTRA OWNERSHIP FLATS ACT**: Under Section 4 of the said MOF Act the Promoters are required to execute a written Agreement for Sale of the said premises with the Purchasers, being in fact these presents. The same will be lodged for registration by the Purchaser/s and the Promoters will admit execution thereof after the Purchaser/s have intimated in advance with sufficient time the Serial No. of the document under which it is lodged for registration.

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

1. PROMOTERS TO CONSTRUCT THE BUILDING :

(a) All the recitals hereinabove set out shall be and form operative Part of this Agreement as if incorporated therein and shall be binding on both the Parties hereto and their Successors/Survivors.

(b) The Promoters shall construct the said building to be called and known as **DOSTI GRACIA** in "**DOSTI IMPERIA**" in accordance with the plans, designs, specifications as approved/altere/amended by the TMC/MMRDA/ concerned authority. Prior to the execution of these presents, the Promoters have given the Purchaser/s an express notice of the rights reserved and retained by the Promoters for themselves as well as for their nominees and assigns. The Promoters are at liberty to make such amendments, alterations, modifications and/or variations as the Promoters may consider necessary or expedient for implementation the said MMRDA Scheme or any other Scheme or Project formulated/floated at present or in future by Central/State Government or Thane Municipal Corporation (TMC) or Mumbai Metropolitan Region Development Authority (MMRDA) or any other authority or for compliance of any Act, Rule or Regulation, as may be amended from time to time or as may be required to be made by the concerned local or any authority/the Government to be made in the layout and the several buildings to be constructed thereon or any of them provided that, by reason of such amendments, alterations, modifications and/or



तनन	Municipal Corporation (TMC) or Mumbai Metropolitan Region Development Authority (MMRDA) or any other authority or for compliance of any Act, Rule or Regulation, as may be amended from time to time or as may be required to be made by the concerned local or any authority/the Government to be made in the layout and the several buildings to be constructed thereon or any of them provided that, by reason of such amendments, alterations, modifications and/or
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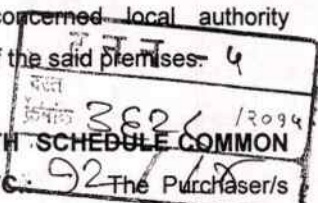
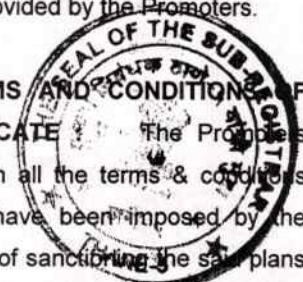
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variations, the area of the said premises agreed to be purchased by the Purchaser/s will not be reduced. The Purchaser/s hereto agree and accord their specific consent to the Promoters for carrying out the said amendments, alteration, modifications and/or variations. The Purchaser/s hereby accord their further specific consent to the Promoters constructing and disposing off as they deem fit any other additional structures that they may deem fit to build as per the prevailing rules and regulations and/or as amended from time to time in this behalf of the Collector or Thane Municipal Corporation or MMRDA or other authorities concerned. The Purchaser/s agree not to obstruct and/or raise any objection whatsoever and/or interfere with the Promoters, their nominees or assigns for carrying out amendments, alterations, modifications, variations and/or additions as aforesaid.

2. **ANNEXURE 'C' (FIXTURES FITTINGS & AMENITIES)** : The fixtures fittings and amenities to be provided by the Promoters in the said building and the said premises hereby agreed to be sold are those that are set out in **Annexure 'C'** annexed hereto. However, the Purchaser/s agree that the Promoters have the right to change the fixtures fittings and amenities to be provided in the circumstances wherein there is an uncertainty about the availability of fixtures fittings or amenities or the materials required to be provided either in terms of quantity and/or quality and/or delivery and/or for any other reason beyond the control of the Promoters. In such circumstances the Promoters shall substitute the fixtures fittings and amenities without any approval of or notice to the Purchaser/s in as much similar specification and/or quality as may be available and required during the stage/time of the construction in order to enable the Promoters to offer at the earliest the possession of the said premises and/or for any other reason whatsoever. The Purchaser/s agree not to claim any reduction or concession in the consideration on account of any change or substitution in the fixtures, fittings or amenities provided by the Promoters.

3. **PROMOTERS TO OBSERVE ALL TERMS AND CONDITIONS OF LOCAL AUTHORITY & OCCUPATION CERTIFICATE** : The Promoters hereby agree to observe perform and comply with all the terms & conditions stipulations and restrictions, if any, which may have been imposed by the MMRDA/TMC/concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said flat/premises to the Purchasers, obtain from MMRDA/TMC/concerned local authority Occupation and/or Completion Certificate in respect of the said premises.

4. **AGREEMENT TO PURCHASE, PRICE, FIFTH SCHEDULE COMMON AREAS, BALANCE PRICE BY INSTALMENTS ETC.** : The Purchaser/s hereby agree to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser/s the said Premises being Flat/Premises

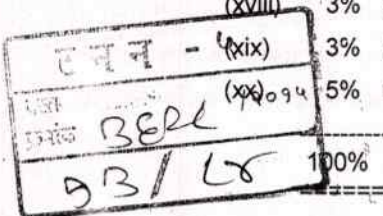


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 1. *Prasad*
 2. *Purposant*

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No. ^{PS} 308, having Carpet area of 79.43 Sq. meters inclusive of the area of Balconies and/or Cupboard/s (if any) together with the benefit of the exclusive terrace (if any) of Sq. metres (hereinafter referred to as "the said premises"), the flat/premises being situate on 3rd floor in Wing "...B.." of DOSTI GRACIA Building and indicated on the said Plan 'B' thereof hereto annexed and thereon shown surrounded by red Coloured boundary lines and the terrace if any in blue Coloured hatched lines, at or for the lump sum price of Rs. 10251000/- (Rupees ONE CRORE TWO LAKH FIFTY ONE THOUSAND Only) including the proportionate price of the common area and facilities appurtenant to the premises the nature extent and description of the common & limited common areas and facilities are more particularly described in the **Fifth Schedule** hereunder written. The proposed carpet area of the said premises would be as per the approved plans and may reduce marginally as a result of physical variations due to tiling, ledges, plaster, skirting, RCC column, door Jam/s & door frame, railings, etc. However, the said Purchase price shall remain unchanged for such marginal reduction. The Purchaser/s hereby agree to pay to the Promoters the said purchase price in the following manner :-

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- (i) 20% On or before the execution of this Agreement as earnest money.
- (ii) 10% On Commencement of work of Plinth.
- (iii) 5% On or Before commencement of work of 1st Podium Slab.
- (iv) 5% On or Before commencement of work of 4th Podium Slab.
- (v) 4% On or Before commencement of work of 1st Stilt Slab.
- (vi) 4% On or Before commencement of work of 4th Slab of Tower.
- (vii) 4% On or Before commencement of work of 7th Slab of Tower.
- (viii) 4% On or Before commencement of work of 10th Slab of Tower.
- (ix) 4% On or Before commencement of work of 13th Slab of Tower.
- (x) 4% On or Before commencement of work of 16th Slab of Tower.
- (xi) 4% On or Before commencement of work of 19th Slab of Tower.
- (xii) 4% On or before commencement of work of 22nd Slab of Tower.
- (xiii) 4% On or before commencement of work of 25th Slab of Tower.
- (xiv) 4% On or before commencement of Work of 28th Slab of Tower
- (xv) 3% On or before commencement of Work of 29th Slab of Tower
- (xvi) 3% On or Before commencement of Brick Work.
- (xvii) 3% On or Before commencement of Plaster Work.
- (xviii) 3% On or Before commencement of Flooring Work.
- (xix) 3% On or Before commencement of Sanitary work.
- (xx) 5% On Possession.



Out of above a sum of Rs. NIL (Rupees

.....Only) has already become due and payable at the time of execution of this Agreement, which the Purchaser/s agree to pay to the Promoters in the following manner :-

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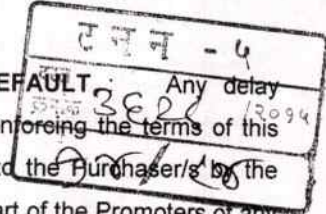
- i) Rs. NIL On or before NIL
- ii) Rs. ~~.....~~ On or before ~~.....~~
- iii) Rs. ~~.....~~ On or before ~~.....~~
- iv) Rs. ~~.....~~ On or before ~~.....~~
- Rs. ~~.....~~ On or before ~~.....~~

TIME THE ESSENCE OF CONTRACT : All the payments shall be made on their respective due dates and within four days from the date of demand being made in that behalf and the time shall be essence of the contract for all payments to be made under this Agreement or otherwise at law. It is specifically agreed by the Purchaser/s that this Agreement shall not create any right, interest and/or claim of the Purchaser/s on the said Flat/ Premises/Shop agreed to be sold until and unless the entire consideration is paid by the Purchaser/s to the Promoters herein.

5. **INTEREST @ 20% BY PURCHASER/S :** The Purchaser/s agree to pay to the Promoters interest @ 20% per annum and the Promoters may at their own option accept from the Purchaser/s interest @ 20% per annum on all the amounts which have become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is due and payable till it is actually paid by the Purchaser/s to the Promoters. However, this provision for payment of interest will not entitle the Purchaser/s to delay the payment of the amount due and the same will not in any way ~~interfere~~ or affect the right of the Promoters to terminate this Agreement and/or any other rights and remedies available to the Promoters under this Agreement and/or under prevalent law for default made by non-payment on stipulated time and/or any other default committed by the Purchaser/s in pursuance of this Agreement. It is further clarified that in case of default of payment of any installment on the date the Promoters will be entitled to exercise other rights including the right to cancel and terminate this Agreement and if the Promoters accept payment of installment plus interest after the expiry of due date then they will do so only without prejudice to their other rights and remedies.



6. **INDULGENCE NOT CONDONENCE OF DEFAULT** Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or extension of time to the Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any



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Al. upar
Purposer

breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.

7. DEFAULT IN PAYMENT OR COMMITTING BREACHES OF THE AGREEMENT AND FIFTEEN DAYS NOTICE BEFORE TERMINATION BY PROMOTERS AND REFUND OF SALE PRICE :

On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoters under this Agreement (including their proportionate share of taxes, duties, and/or cess and/or levies by concerned local authority and other outgoings) and on the Purchaser/s committing breach of any of the terms, conditions, stipulations and covenants herein contained, the Promoters shall be entitled at their own option to terminate this Agreement. Provided always that the power of termination herein before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser/s fifteen days prior notice in writing of their intention to terminate this Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within fifteen days after giving such notice. Provided further that, upon termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser/s the installments of sale price of the premises, which may till then have been paid by the Purchaser/s to the Promoters, after deducting therefrom 20% of the agreed purchase price or losses if any incurred on sale of said premises and the cost of disposing the said premises and also all costs, charges, expenses, fees, interest on delayed installments etc. if any, incurred by the Promoters whichever is more but the Promoters shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon the termination the Purchaser/s hereby agree to forego all their right, title and interest in the said premises and in such an event the Purchaser/s shall also be liable to immediate ejection as trespassers. And upon termination of this Agreement and upon expiry of fifteen days from the date of intimation of termination by Registered Post with acknowledgement due and/or Under Postal Certificate on the address mentioned herein by the Promoters to the Purchasers, the Promoters shall be at liberty to dispose off and sell the premises to such person and at such price as the Promoters may in their absolute discretion think fit. However, the rights given under this Clause to the Promoters shall be without prejudice to any other rights, remedies and claims whatsoever available to the Promoters against the Purchaser/s under this Agreement and/or otherwise. The said refund to the Purchaser/s will be paid by the Promoters out of sale proceeds received by the Promoters from the new Purchasers.



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Without prejudice to the obligation undertaken by Promoters under these presents, the Promoters may at their sole discretion and without any prior notice

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to or approval of the Purchasers, sell, transfer or assign all their rights, title and interest in the said land including Fourth Scheduled Land to any persons or person or enter into Partnership or Joint Venture with other Developers or Firms or individual or invite/take Private Equity Investment for the development of the said **DOSTI IMPERIA** Project and the Purchaser/s hereby gives his/her/their consent for the same.

9. POSSESSION DATE; REFUND WITH SIMPLE INTEREST @ 9% P.A. IN CASE OF FAILURE TO GIVE POSSESSION BY STIPULATED DATE, ARBITRATION :

Subject to the terms and conditions of sanctions/implementation of the MMRDA Scheme and what is mentioned herein, the Promoters shall give possession of the premises to the Purchaser/s on or before the 30th day of APRIL, 2015. If the Promoters fail or neglect to give possession of the premises to the Purchaser/s other than on account of reasons beyond their control and/or their agent's as per the provisions of Section 8 of Maharashtra Ownership Flats Act by the aforesaid date or time prescribed in Section 8 of the said Act, then the Promoters shall be liable on demand to refund to the Purchaser/s the amount already received by them in respect of the said premises with simple interest at 9% per annum from the date the Promoters received the sum till the date the amounts and interest thereon are offered to be repaid, provided that by mutual consent it is agreed that dispute if any, regarding as to whether the stipulations specified in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. The Promoters shall be liable to refund such amounts and pay interest thereon only if the Purchaser/s have observed and performed all terms and conditions of this Agreement and made payment of all amounts payable by them on their respective due dates. Till the entire amount and interest thereon is offered for refund by the Promoters to the Purchaser/s there shall be a charge on the said premises to the extent of amounts due to the Purchasers. However, after receipt of such notice for refund from the Purchaser/s and offer of repayment by the Promoters to the Purchasers, the Promoters shall be at liberty to sell and dispose off the said premises to whomsoever they may think fit and proper in their sole and unfettered discretion.

Provided that the Promoters shall be entitled to reasonable extension of time for giving possession of the premises on the aforesaid date, if the completion of building, in which the premises is to be situated, is delayed on account of reasons beyond their control and or their agents including :-

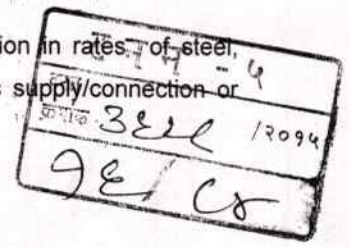
- (i) Non-availability, delay in supply or sudden inflation in rates of steel, cement, other building materials, water or electric supply/connection or drainage/sewerage connection,

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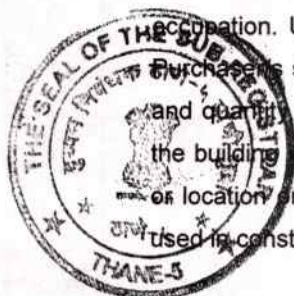
- (ii) War or like situation, civil commotion, strikes, riots, accident or any act of God or by reason of any national or international happenings or events and the resultant repercussions or its effect thereof directly or indirectly to the date of offer of possession.
- (iii) Any notice, rule, regulation, Order, notification and/or delayed permission or directive of the Government and/or other local, private, public or competent authority or any Court of law or tribunal or any quasi-judicial body or authority or Arbitrator etc.
- iv) Force majeure circumstances or conditions, or happenings or events or other causes beyond the control of or unforeseen by the Promoters or their agents, including strike or other agitation by the workers, employees or labourers of the Promoters or the contractors or suppliers; and/or
- v) Delay in issue of the Occupation Certificate and/or any other certificates and/or grant of any permission, sanction, approval, NOC and/or order, as may be required in respect of the said building, by the Corporation or MMRDA or any other concerned authority.

10. POSSESSION AFTER FULL PAYMENT AND SIGNING OF DOCUMENTS :

The Promoters shall deliver the possession as aforesaid provided all the amounts due under this Agreement and otherwise at law are paid by the Purchaser/s to the Promoters and all necessary papers for possession as are to be given to various authorities or as are required by the Promoters are duly filled in, signed, executed and delivered by the Purchaser/s on or before taking possession.

11. PURCHASER/S TO TAKE POSSESSION WITHIN TEN DAYS, DEFECTS TO BE RECTIFIED BY PROMOTERS :

The Purchaser/s shall take possession of the said premises within ten days of the Promoters giving notice to the Purchaser/s intimating that the said premises are ready for use and occupation. Upon the Purchaser/s taking possession of the said premises, the Purchaser/s shall have no claim against the Promoters as regards to the quality and quantity of building materials used for construction of the said premises or the building in which the said premises are located or the nature of construction or location or the design or specifications of the said premises or the materials used in construction of the said building or the said premises.



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Provided that if within a period of three years from the date of handing over the premises to the Purchasers, or three years from the 10th day of the date of Promoters giving notice to the Purchaser/s intimating that the premises is ready for possession, whichever is earlier, the Purchaser/s bring to the notice of the Promoters any defect in the premises or the building in which the premises are situated or the material used therein then wherever possible such defects

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shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defect then the Purchaser/s shall be entitled to receive from the Promoters reasonable compensation for such defect. Provided that the Promoters shall not be held responsible or called to pay compensation or damages in respect of any damage caused to the said premises or the building in which the said premises are situated due to any act or fault of the Purchaser/s or due to any natural calamity or by act of God or use of or alteration made in the said premises and/or building or normal wear and tear or for the reasons beyond control of the Promoters.

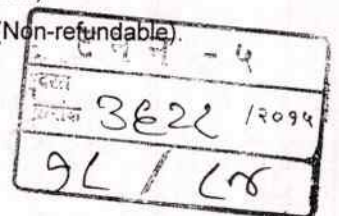
12. PURCHASER/S TO CHECK UP ALL FIXTURES AND FITTINGS BEFORE TAKING POSSESSION : The Purchaser/s shall check up all the fixtures and fittings in the said premises before taking possession of the same. Thereafter, the Purchaser/s shall have no claim against the Promoters in respect of any item of work in the said premises or in the said building or on the said Fourth Scheduled Land which may be alleged not to have been carried out and/or completed and /or being not in accordance with the plans specification and/or this Agreement and/or otherwise howsoever in relation thereto.

13. PAYMENT AT THE TIME OF POSSESSION : The Purchaser/s shall on or before taking the possession of the said premises also pay to the Promoters the following amounts :-

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A. Imperia
Purposer
- (i) Rs. 7000/- for legal charges and towards cost of preparing & engrossing this Agreement (non-refundable).
 - (ii) Rs. 800/- for share money, application and entrance fee of the said Organisation as defined hereinafter or such other larger sum as may be required at the time. (Additional Rs.100/- per person if number of persons exceeds 1).
 - (iii) Rs. 2000/- for formation & registration of the said Organisation (non-refundable).
 - (iv) Rs. 63,744/- for proportionate share of outgoings or more as may be determined by the Promoters.
 - (v) Rs. 50,000/- M.S.E.B. Expenses (Non-refundable).
 - (vi) Rs. 15,000/- Corpus Fund for infrastructure & common facilities (like Garden, road, street light etc. if made available in DOSTI IMPERIA Project).
 - (vii) Rs. 20,000/- Corpus Fund for Club House Premises (Non-refundable).
 - (viii) Rs. 25,000/- Development Charges (Non-refundable).
 - (ix) Rs. 65,000/- Charges for Club House Premises (Non-refundable).
 - (x) Rs. 5,000/- Water Charges (Non-refundable).

Rs. 25,33,441/-

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14. **DEPOSITS TO BE UTILISED FOR SPECIFIED PURPOSE ONLY :** The Promoters shall utilise the sum of Rs.9,000/- i.e. Rs.7,000/- + Rs.2,000/- paid by the Purchaser/s to the Promoters as per clause 13(i) and 13(iii) for meeting all legal costs, charges and expenses, out of pocket expenses including professional fees of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Organisation, preparing its rules, regulations and bye-laws and for legal charges towards costs of preparing this Agreement.

15. **SEPARATE ACCOUNT FOR SUMS RECEIVED TO BE USED FOR THE PURPOSES SPECIFIED ONLY :** The Promoters will maintain a separate account in respect of sums received by the Promoters from the Purchaser/s under above Clause 13(ii), (iv) & (vi) as advance or deposit, sums received on account of the share capital for the formation of the said Organisation or towards the outgoings and corpus fund for common facilities & infrastructures of **DOSTI IMPERIA** Project and shall utilise the amounts only for the purposes for which they have been received. However, the Promoters reserve their right to adjust surplus or deficit or to utilise money from any of the account to make up deficit of any other account and the Purchaser/s shall not object to the same. The amounts mentioned in above Clause 13 (i), (iii), (v), (vii), (viii), (ix) and (x) are non-refundable. The Purchaser/s will not be entitled to ask for adjustment of the deposit amounts mentioned hereinabove against the expenses of property taxes and outgoings. None of the above amounts are liable for any interest to be paid thereon.

16. **OUTGOINGS PAYABLE BY THE PURCHASER/S :**

(a) From the date the Purchaser/s are allowed to occupy the said premises or commencing a week after the due date of last payment whichever is earlier the Purchaser/s shall, irrespective of the fact as to whether they actually took possession or not, be liable to bear and pay the proportionate share (as may be determined by the Promoters in their absolute discretion) of all outgoings in respect of the said Fourth Scheduled Land and the building and all common areas and facilities and amenities therein namely lease rent, local taxes, cess, dues, duties, impositions, levies, N.A. Tax, Municipal Assessment, betterment charges or such other charges or levies by the concerned local authority and/or Government, water charges (including that for supply by water tankers and/or boring) insurances, common lights, proportionate electricity charges for the said premises if the individual electricity meters are not fitted, repairs expenses salaries of clerks, bill collectors, chowkidars, sweepers, liftmen, accounting charges and all other expenses necessary and incidental to the management and maintenance of the said Fourth Schedule Land, building and common amenities. Until the said Organisation is formed and the management of the said building is transferred to it, the Purchaser/s shall pay to the Promoters such



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proportionate share of outgoings as may be determined by the Promoters. However, the Promoters at their sole discretion may handover the management of the said building to the said Organisation or if no such Organisation is formed then to the association or adhoc body of the buyers of various premises. In that event the said Organisation or association or adhoc body shall have to take over the management within 30 days of receipt of notice from the Promoters to that effect. The Purchaser/s further agree that till the Purchaser/s share is determined the Purchaser/s shall pay Rs. 127488/- being 24 months advance outgoings and further pay regularly on quarterly basis in advance to the Promoters provisional monthly contribution of Rs. 5312/- per month or such other sum of money as may be fixed by the Promoters from time to time taking in to consideration the rise and fall in the outgoings at their sole discretion. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters until the conveyances of the building and lease/s of the Fourth Schedule Land are executed in favour of the said Organisation. Subject to the provisions of section 6 of the said MOF Act, on such conveyance and lease being executed, the aforesaid amount (less deduction provided for by this Agreement) shall be paid over by the Promoters to the said Organisation and if any shortfall arises then the Purchaser/s and/or the said Organisation shall be individually and collectively liable to pay to the Promoters such amount as may be determined by the Promoters at their sole discretion. The Purchaser/s undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the 5th day of each and every quarter in advance and shall not withhold the same for any reason whatsoever. The Promoters shall not be liable to issue any bills in respect of society outgoings. However, for courtesy's sake the Promoters may do so but non receipt or non issuance of same shall not entitle the Purchaser/s to delay the payment of outgoings.

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(b) If the Purchaser/s do not take possession of the said premises same being ready for occupation and is offered for possession for whatsoever reason including on account of non-payment of balance price the Purchaser/s shall nevertheless be liable to pay, besides interest for the period of delay in taking possession, all outgoings due in respect of the said premises.



(c) The Promoters shall maintain only a consolidated account of all the deposits collected from the buyers of various premises in the said building and of all deposits paid and expenses incurred in respect of the Fourth Scheduled Land and the said building to be constructed thereon and in respect of all premises therein and shall transfer the excess collection if any to the said Organisation of the buyers of the premises on Conveyance of the said building and Lease of Fourth Scheduled Land to it. The Promoters shall not be liable to render any individual account of the amounts collected or disbursements made in respect of

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 not be liable to render any

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each separate premises and such accounting shall be done by all the buyers of the various premises amongst themselves after transfer of the building to the said Organisation. In particular it is also agreed between the parties hereto that notwithstanding any excess/deficit collection from any particular buyer of the premises in respect of his/her premises, the Promoters shall not be required to make up accounts with each buyer of the premises in the said building and the Purchaser/s shall not make grievance or take any objection to the consolidation of all receipts and expenses in respect of premises in the said building. The Purchaser/s undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on quarterly basis in advance and shall not withhold the same for any reason whatsoever or make any deductions therefrom.

(d) In case, if there is deficit in any of the amount (including deposits) or on any of the heads specified hereinabove, the Purchaser/s shall Fourthwith on demand pay to the Promoters, the Purchasers' proportionate share to make up such deficit.

(e) If the Purchaser/s fail or neglect to pay these monthly outgoings in respect of the said premises and/or their proportionate share for the Project for any reason whatsoever, without prejudice to their right to collect interest @ 20% p.a. for the delayed payment and to their other rights & remedies including right to terminate the Agreement, the Promoters shall be entitled to stop and restrict the Purchaser/s from using the Club-House and other recreational facilities.

17. **OUTGOINGS OF THE PROJECT :** The Purchaser/s, apart from paying amounts towards the monthly outgoings and other dues in respect of the said premises and the said building in which the said premises is situated shall also be liable to pay from the date when outgoings payable under Clause 16 above becomes due and payable the proportionate dues or charges towards the maintenance & repairs of infrastructural/common facilities and common amenities (including garden, recreation facilities, society office, servants toilets, common antenna, right of way, common lighting, drainage etc. if any provided) and the Purchaser/s under this agreement agree and undertake to contribute their proportionate share of maintenance and outgoings of the said common facilities and common amenities as may be decided by the Promoters at their sole discretion.



तज्ञ - ५८.	PROMOTERS NOT TO SHARE OUTGOINGS : The Promoters shall
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29 / 10	unsold flats/premises. The Promoters shall bear only the Municipal assessments
	or Property Tax levied by local authority if any payable but shall not be required

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to pay any other outgoings including maintenance, lift, water-pump, security, common lighting, repairs etc.

19. PROMOTERS TO HAVE RIGHT TO TERRACE, ADDITIONAL CONSTRUCTIONS, OPEN SPACES :

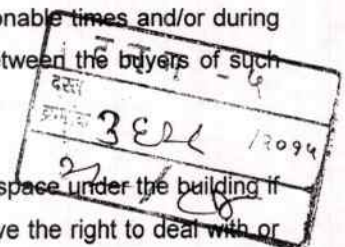
(a) It is also understood and agreed by and between the parties hereto that the common terrace and terrace space in the said building shall always belong exclusively to the Promoters or allottees of respective terrace space and such terrace spaces are intended for the exclusive use of the Promoters or the allottees of respective terrace. The said terrace shall not be enclosed by the allottees till the permission in writing is obtained from the Promoters.

(b) The Promoters shall also be entitled to develop and/or construct additional wing or wings or storey or storeys with or without terrace and/or open spaces attached thereto and shall be entitled to allot the exclusive use of same and/or otherwise dispose of the same at sole discretion of the Promoters. The Purchaser/s shall not be entitled to raise any objection of whatsoever kind or nature in respect of the use of such terrace or open space by the allottees of such terrace nor entitled to use the same. The Purchaser/s or allottees of such terrace shall be exclusively entitled to the use of the terraces or open space sold and/or allotted to them.

(c) The Promoters shall be entitled to transfer, assign, dispose off, let out and/or sell or deal with in any manner they deem fit or proper the terrace/s of the building for such price and on such terms and conditions as the Promoters deem fit and receive and appropriate the rent compensation or the sale proceeds for their own use and benefit. The Purchaser/s shall not raise or be entitled to raise any objection whatsoever to the same.

(d) However in the event the overhead water tank or lift machine room is constructed in any of the above mentioned terraces, with the exclusive use and enjoyment of such terrace given to any party or the path of access to the overhead water tank or lift machine room is through the premises adjoining the said terrace etc. then the said Organisation shall be entitled to depute its representative to go to the terrace through the said premises with which it is attached for check up and upkeep maintenance and for carrying out repairs to the overhead water tank or lift machine room at reasonable times and/or during such time as may be usually agreed upon by and between the buyers of such premises and the said Organisation.

(e) The open space in the compound and stilt space under the building if any shall belong to the Promoters who alone shall have the right to deal with or



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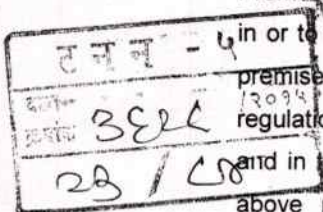
dispose off or let out the same. The person/persons to whom the said open space and stilt space may be sold disposed off or let out will be admitted as members to the said Organisation and they will be entitled to use the same for shopping or commercial or for any other purposes for which the Promoters may have agreed with them and the Purchaser/s confirm that they have no objection to and shall not dispute the same at any time hereafter.

20. **USER** : The Purchaser/s shall not use the said premises for any purpose, other than for which they are given by the Promoters that is to say flat will be for residential purpose while parking space for parking light motor vehicles only but not Lorry, Tempo, Public Transport Vehicle etc., commercial/shop/gala premises will be for commercial/shopping purposes as may be permitted by authorities and the Purchaser/s shall not do anything which shall be a cause or a source of nuisance or annoyance to the Promoters or any other persons of the said Organisation and the other occupiers of the building in which the said premises are situated or to any one in its vicinity or neighbourhood.

21. **COVENANTS BY THE PURCHASER/S** : The Purchaser/s for themselves with intention to bind all persons into whosoever hands the said premises may come or be used or occupied, do hereby covenant with the Promoters as follows:-

(a) **TO MAINTAIN THE PREMISES IN GOOD ORDER & CONDITION** : To maintain the said premises at the Purchaser/s own cost and expenses in good tenable repair and conditions from the date of possession of the said premises is taken or offered whichever is earlier and shall not without prior written permission of the Promoters do or suffer to be done anything in or to the building in which the said premises are situated or to the staircase or any passage which may be against the rules regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building which the said premises are situated and/or the said premises itself or any part thereof.

INTERNAL REPAIRS BY PURCHASER/S : To carry out at their own cost all internal repairs to the said premises and maintain the said premises in the same conditions, state and order in which it was delivered by the Promoters to the Purchaser/s and they shall not do or suffer to be done anything in or to the building in which the said premises are situated or in or to the said premises itself which may be contrary to or prohibited by the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public



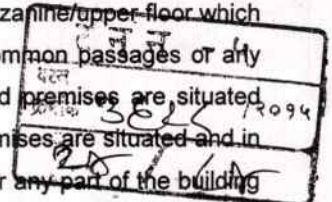
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authority as also to the said Owners, Promoters and the said Organisation which may be formed.

(c) **ALTERATION AFTER POSSESSION AT PURCHASER/S COST :** After the possession of the said premises is handed over to the Purchaser/s or commencing a week after the due date of last payment whichever is earlier if any additions, alterations or modifications in or about or relating to the building wherein the said premises are situate are thereafter required to be carried out by the Municipal Corporation or under the instructions or directions of MMRDA or any local authority or body or any other statutory authority the same shall be carried out by the Purchaser/s along with the buyers of the other premises in the building wherein the said premises are situate at their own costs and the Promoters shall not in any manner be liable to or responsible for the same.

(d) **PURCHASER/S NOT TO MAKE ALTERATION AND KEEP PREMISES IN TENANTABLE REPAIRS AND CONDITIONS :** Not to demolish or cause to be demolished the premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the premises are situated and shall keep the portion of sewers, drain and water pipes in the said premises and appurtenances thereto in good tenantable repairs and condition and in particular so as to support shelter and protect the other parts of the building in which the said premises are situated and shall not chisel or in any other manner cause damage to columns, beams., walls, slab or R.C.C. Partis or other structural members in the said premises without the prior written permission of the Promoters.

(e) **NOT TO STORE HAZARDOUS COMBUSTIBLE GOODS:** Not to store in the said premises or any part of the building or its compound any goods which are of hazardous, combustible or dangerous nature (except normal household requirement like Gas Cylinder & Kerosene) or are so heavy as to damage the construction or structure of the building in which the said premises are situated or storing of which is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to mezzanine/upper floor which may damage or are likely to damage the staircases common passages or any other structure or part of the building in which the said premises are situated including entrances of the building in which the said premises are situated and in case any damage is caused to the said premises and/or any part of the building on account of negligence or default of the Purchaser/s in this behalf the Purchaser/s shall be liable for the consequences of the breach.



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(f) **NOT TO THROW RUBBISH ETC.:** 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 Fourth Scheduled Land and the building in which the said premises are situated but to collect it in bags or dust bin and hand it over to the sweeper or put it at places provided for it in the building or compound. The Purchaser/s will segregate wet garbage from dry garbage and collect them in separate bags and hand them over each separately and observe Municipal rules and regulations in that behalf without fail.

(g) **TO SHARE INFRASTRUCTURAL COSTS AND SECURITY DEPOSITS :** Pay to the Promoters within four days of demand by the Promoters any amount paid or payable by the Promoters by way of betterment charges or development charges or tax or levies or premium security deposit or any other sums of money to the Collector or the Central/State Government or any other local statutory or public authority their shares of security, deposit, out of pocket expenses, etc.. Cost of pipe lines like water line, gas lines, sewerage lines, cost of service cables and meters and cost of sub-station transformer and other appliances demanded or required to be put up by concerned local authority or Government or any other authority for giving water drainage electricity or any other service connection to the said premises and/or the building in which the said premises are situated the same shall be paid or reimbursed by the Purchaser/s to the Promoters in such proportion as the Promoters may in their absolute discretion determine and the decision of the Promoters shall be conclusive and binding upon the Purchasers. The above price or consideration of the said premises is calculated on the above basis and the Promoters are not liable to contribute any amount towards any of the above. The Purchaser/s have been explained and have understood that if there is any variation in the non-agricultural assessment or if any premium is demanded by the municipal corporation, local body, collector or any other authority for providing sub-station, electricity, water etc. or for providing sewers drains, street light, water supply lines & other facilities etc. or any other sum as stated is payable, the same shall have to be borne and paid by buyers of all premises in the said building in such proportion as the Promoters may determine and the Promoters shall not be liable to share any part of such expenses.

(h) **TO BEAR INCREASES ON ACCOUNT OF CHANGE OF USER PENALTY/PREMIUM :** To 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 other public authority, on account of change of user of the premises by the Purchaser/s and also pay any penalty, premium or other sums of money demanded.

(i) **PURCHASER/S NOT TO ASSIGN SUB-LET PART WITH POSSESSION ETC. :** The Purchaser/s shall not be entitled to let, sub-let, give on leave and



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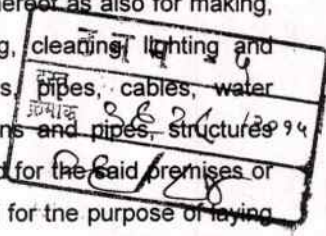
licence, caretaker, paying guest or tenancy basis, sell, convey, transfer, assign, mortgage, charge or in any manner encumber or deal with or dispose off the premises or part with their right, title, interest or benefit of this Agreement or part with the possession of the premises or any part thereof, until all the payments whether due or not but payable by the Purchaser/s to the Promoters under this Agreement or otherwise under any law are fully paid up and only if the Purchaser/s have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s have intimated in writing to the Promoters and the Promoters have given their prior consent in writing and also on intending Transferees undertaking to observe perform and carry out the terms and conditions as may be imposed in that behalf and the costs and expenses of such agreement will be paid by the Purchasers.

(j) PURCHASER/S TO OBSERVE RULES REGULATIONS BYE-LAWS ETC. :

The Purchaser/s shall observe and perform all the rules and regulations which the said Organisation may adopt at its inception and the additions alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the building rules regulations and bye-laws for the time being of the concerned local authority and of Government and other Public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Organisation regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoings in accordance with terms of this Agreement. The Purchaser/s shall attend to, answer and be responsible for all action and/or violation by him/her/their of any of the terms and conditions or covenants of sale or bye-laws and shall keep the Promoters indemnified against any breach thereof by the Purchasers.

(k) PROMOTERS RIGHT TO ENTER AND INSPECT :

The Purchaser/s shall always permit the Promoters and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Fourth Scheduled Land and the said building and the said premises or any part thereof, to view and examine the state and condition thereof as also for making, maintaining, repairing, improving, replacing, rebuilding, cleaning, lighting and keeping in order facilities and also services drains, pipes, cables, water connections, electric connection wires, gas connections and pipes, structures and other conveniences belonging to or serving or used for the said premises or the building in which the said premises are located and for the purpose of laying down, maintaining, repairing and testing drainage lines, water pipes and electric wires and for similar other purpose.



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(l) **KILLING OF ANIMALS :** The Purchaser/s agree and undertake not to use the open spaces/places, terrace, stilt/podium (if any) in the said building or compound or common areas thereof or in **DOSTI IMPERIA** Project elsewhere for killing of animals and/or birds in public view or otherwise, or to offend/hurt religious feelings/sentiments of other communities.

(m) **PROVISION REGARDING AIRCONDITIONER, PAINTING, DISPLAY BOARD, HANGING CLOTHES, GRILLS ETC :**

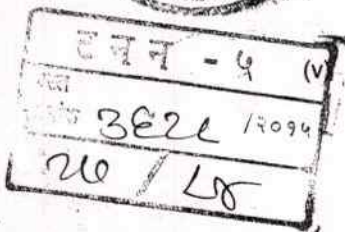
(i) To install air-conditioner/s only in the space/s provided in the said Flat for the same. If the Purchaser/s desire to install air-conditioner/s of a type which or any part, unit or component of which will protrude/project substantially outside the said Premises, or be required to be affixed/installed outside the said premises, then the Purchaser/s shall install/affix the same only after obtaining the Promoters / Organisation (when formed) prior written permission to do so and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed by the Promoters / Organisation, in respect of the same.

(ii) Not to do or carry out any painting, decoration or other work to the exterior of or outside the said premises, without the prior written permission of the Promoters/Organisation, when formed.

(iii) Not to affix/install any sign, name or display boards, or any hoardings or neon lights in or about or outside the said flat, Premises, building and/or in any part of the said building/complex, without the prior written permission of the Promoters, the Organisation apex or federal Organisation when formed.

(iv) Not to hang clothes, garments or any other thing for drying or for any other purpose from the windows, balcony/balconies or terrace/s of or appurtenant to the said Premises or on any side of the building or above the parapet or railing level within the said Premises. Not to put any plants/pots/flower pots or some other such things which requires to be watered and maintained. The idea in prohibiting the above is that the water seepages through pots etc. spoils the wall and its colour.

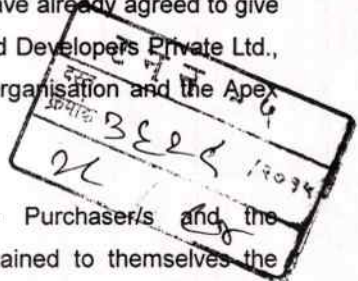
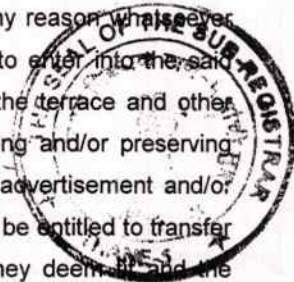
Not to fix or permit fixing of any form of metal or other grill/box type grill on the exterior of windows and doors in the said premises, other than grills of a design and only at the position specified by the Promoters so as to ensure and maintain uniformity of design/exterior through out the said building.



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22. PROMOTERS ENTITLED TO PUT UP ADVERTISEMENT & HOARDINGS:

(a) The Promoters have reserved for themselves, their nominees & assignees, all the rights, benefits and privileges to give for the purposes of advertising and/or putting up hoardings, neon signs, cell phone antenna, etc. into upon or over open spaces in the said Fourth Scheduled Land including on the terrace of the said building either by putting up support and/or by using compound walls and/or by using external walls for the said purpose on such terms and conditions as the Promoters may desire. The Promoters will also have right to put up all Gadgets antennas, Cell Phone antenna etc. on terraces. The Promoters will also at all times be entitled to install the logos and/or name boards and/or to put advertising boards/hoardings etc. of the Promoters or of their group companies with various devices (including electronic, laser and neon signs) in one or more places in the said Property and/or the said building therein including terrace of the said building and the compound walls of the said Property if they so desire. The said right shall continue to subsist even after the said Fourth Scheduled Land is leased and building is conveyed to said Organisation that may be formed by the Promoters and the same shall be incorporated in the Lease and/or Conveyance. The Promoters or their nominees and/or assignees shall pay a sum of Rs.11/- per year to the said Organisation after the said Fourth Scheduled Land is Leased and the said building is conveyed to the said Organisation and also separately pay municipal rates taxes cesses assessments if any imposed on the said Organisation in respect of any advertisement/hoarding/ antenna put up on the open space or terrace or any other portion of the said Fourth Scheduled Land. The Promoters or their nominees & assignees shall always be exclusively entitled to the income that may be derived by display of such advertisement at any time hereafter. The Purchaser/s herein shall not be entitled to any abatement in price of the said premises or object to the same for any reason whatsoever and shall allow the Promoters their agents servants etc. to enter into the said Fourth Scheduled Land and the said building including the terrace and other open spaces in the said building for the purpose of putting and/or preserving and/or maintaining and/or removing and/or replacing the advertisement and/or hoardings and/or Cell Phone antenna. The Promoters shall be entitled to transfer or assign such rights to any person or persons whom they deem fit and the Purchaser/s or the said Organisation shall not raise any objection thereto. The Purchaser/s are hereby informed that the Promoters have already agreed to give the above rights, privileges, and benefits to Maitri Land Developers Private Ltd., which shall be binding on the Purchasers, the said Organisation and the Apex Body.



(b) The Promoters have informed the Purchaser/s and the Purchaser/s are aware that the Promoters have retained to themselves the exclusive right of providing Cable-T.V. facilities in the building/s constructed/to be

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constructed on the said Land including the said Building. The aforesaid rights are retained by the Promoters for themselves permanently and they shall be entitled to deal with and dispose off and/or assign the said rights in favour of such person or body corporate as the Promoters may determine, save and unless the Promoters relinquish the said rights. The consideration received for such assignment shall belong to the Promoters alone. In view thereof none of the Occupant/s/Purchaser/s of premises in the said Building shall have a right to obtain Cable T.V. facilities either alone or jointly with others through any other agents but shall obtain the Cable T.V. facilities from the Promoters/the assignee of the Promoters save and except in the case of relinquishment as aforesaid. The Purchaser/s and/or occupants and/or the Co-operative Society/Limited Company/Organisation shall pay the charges [including deposits] as may be charged by the Promoters and/or such assignee as aforesaid for availing the transmission facilities to be provided for Cable T.V. facilities and net work as aforesaid and shall give to them all necessary co-operation for enabling them to install, maintain and repair the equipment thereof. The Co-operative Society/Limited Company/Organisation/Purchaser/s of premises in the said Building shall not be entitled to charge the Promoters and/or their assignee as aforesaid any amount for the said rights or incidental thereto. The necessary covenant will be incorporated in the Document/s of Transfer to be executed by the Promoters in favour of the Co-operative Society/Limited Company/Purchaser/s of units and other premises and spaces in the said Building.

23. INDIVIDUAL ORGANISATION NOT ENTITLED TO TITLE DEEDS :

(a) The Purchaser/s are aware that the said Fourth Scheduled Land on which the said building is being constructed forms a part of a larger area agreed to be developed by the Promoters and the entire project called **DOSTI IMPERIA** is being developed by the Promoters comprising of various buildings on the said land and adjoining and surrounding the said Fourth Scheduled Land herein and known as "**DOSTI IMPERIA**" Project. The Promoters shall be entitled either to register one common Organisation of all the buildings in a particular sector or plot or on the said land or form the said Organisation separately for each individual building and/or an Apex body of all the Organisation of each individual Buildings. The discretion shall solely be with the Promoters and the Purchaser/s shall have no objection of whatsoever nature in respect of the same.

In view of the said land being a large property the individual Organisation in the said "**DOSTI IMPERIA**" project shall not be entitled to have custody or possession of any title deeds as they will be common or inter related. The title deeds shall always remain with the Promoters and/or with such Organisation having property largest in value in the said project or with said Apex body or as the Promoters may decide at their sole discretion. The individual Organisation shall however be entitled to true copies of the title deeds that are in possession



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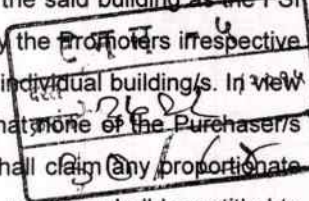
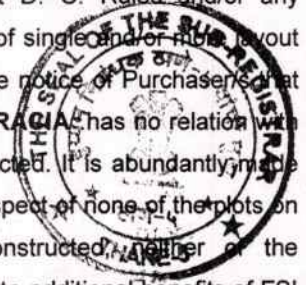
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of the said Owners and/or Promoters and the cost and expense thereof will be borne and paid by the Organisation requiring it.

(b) The Promoters have informed the Purchaser/s and the Purchaser/s are aware and hereby expressly agree that the Promoters will be developing the said Land as a layout area and will complete the said entire Project "**DOSTI IMPERIA**" by constructing thereon Buildings in phases and in terms of the provisions of the said MMRDA Scheme, as per the phase development programme to be determined by the Promoters in their absolute discretion from time to time. The Purchaser/s shall not raise any objection or cause any hindrance in the said development/ construction by the promoters whether on grounds of noise or air pollution inconvenience, annoyance or otherwise or on the ground that light and/or air and/or ventilation to the said Premises or any part of the said building is adversely affected or likely to be affected by such construction.

(c) The Promoters have brought to the notice of the Purchaser/s and the Purchaser/s are aware that the said Land more particularly described in the Third Schedule hereunder written may be notionally divided by the Promoters into various smaller plots for the effective development of the said Land consisting of various buildings and different schemes in the layout. The Purchaser/s are also aware that the Promoters shall be consuming the full development potential in the form of FSI available under the said MMRDA Scheme at present as well as in future in relation of the Fourth Schedule Land as well as the total area of the said Entire Land as permissible under said MMRDA Scheme or any other Scheme prevailing/proposed by any Government or other authorities and / or under the relevant D. C. Rules and/or any amendments thereto from time to time on the basis of single and/or multiple layout as may be approved. It has also been brought to the notice of Purchaser/s that the FSI consumed in the said Building i.e. **DOSTI GRACIA** has no relation with the area of the plot on which the building is constructed. It is abundantly made clear to the Purchaser/s and all the buyers that in respect of none of the plots on which the said individual building is/will be constructed, neither of the Purchaser/s of the Premises therein shall be entitled to additional benefits of FSI as available under the said MMRDA Scheme or in lieu of the open spaces, internal road, garden and/or the land appurtenant to the said building as the FSI of the entire land has been or shall be utilized fully by the Promoters irrespective of the size or height or floor space consumed by the individual building/s. In view of what is stated hereinabove, it is hereby agreed that none of the Purchaser/s and none of the Societies/Organisation so formed shall claim any proportionate benefit of FSI in respect of their individual buildings, nor they shall be entitled to raise objection for the said imbalance in the distribution/consumption of FSI interspersed between **DOSTI IMPERIA** project.



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24. FORMATION OF ORGANISATION :

(a) The Promoters intend to form a separate Organisation for each building (including **DOSTI GRACIA** building on fourth scheduled Land) on each of several plots in the said **DOSTI IMPERIA** project in respect of and limited to the said plot or land. The Promoters also intend that an Apex/Federal Society/Organisation/ Association of all such separate Societies/Organisation will be formed which will look after, manage, maintain and conduct all the affairs of common areas, common roads, common service lines including drainage, gas, electric water pipe lines, cables and other service lines, common amenities, common garden in the said **DOSTI IMPERIA** Project (except the Club House & Tennis Court). The Purchaser/s herein and the Organisation for the said Fourth Scheduled Land and the said building called **DOSTI GRACIA** will compulsorily become members of such Apex/Federal Organisation and bear and pay their proportionate contribution/charges to such Apex/Federal Organisation as may be levied by it from time to time and abide by its bye-laws, rules & regulations until such Organisation is formed and management is handed over to it, such payments will be paid to the Promoters. The Promoters also intend to give lease of the land comprised of such common areas be given to the said Apex/federal Organisation at a nominal rent of Rupees One hundred per year.

(b) The Purchaser/s along with other buyers of premises in the building shall, as also allottees of the open spaces, terraces etc., join in formation and registration of a Co-operative Society or a Limited Company or an Association of Apartment Owners or other body corporate as the case may be (herein referred to as "the said Organisation") as the Promoters may in their absolute discretion decide or determine. The name of the said Organisation that may be formed shall always contain the word "**DOSTI GRACIA**" & "Project **DOSTI IMPERIA**" and the same shall not be changed without the previous permission in writing of the Promoters. The Purchaser/s also agree from time to time to sign and execute the applications for registration and/or membership and other papers and documents necessary for the formation and the registration of the said Organisation and for becoming a member, including the bye-laws of the proposed Organisation and return to the Promoters within four days of the same being forwarded by the Promoters to the Purchasers, so as to enable the Promoters to register the Organisation of the Purchasers. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be or MMRDA or any other Competent Authority or as may be deemed fit by the Promoters



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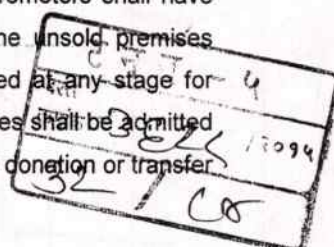
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(c) The said Organisation that may be formed of the purchasers/holders of units and other premises in the said Building shall not issue Share Certificate to any purchaser/ member without obtaining the No Objection Certificate from the Promoters certifying that the Promoters have no outstanding/dues pending on any account to be received from the purchaser/member and remaining unpaid. If the said Organisation issues Share Certificate to any purchaser/member without adhering to or abiding by the aforesaid condition, the said Organisation shall itself be responsible and liable to pay such amounts due and payable, if any, by such purchaser/member to the Promoters.

25. **PURCHASER/S TO SIGN ALL DOCUMENTS :** The Purchaser/s shall be bound to sign, seal, execute and deliver and whenever required register all documents, deeds, writings, undertaking, affidavits, forms and papers and do all other acts, deeds and things as the Promoters may require them to do from time to time in this behalf for safeguarding the interest of the said Fourth Scheduled Land and the said building and other premises and the persons acquiring the said other premises and for effectively implementing the said MMRDA Scheme and carrying out the provisions of this Agreement and perfecting/completing the title.

26. **PURCHASER/S BOUND BY MAJORITY :** This Agreement is part of the scheme for formation registration and incorporation of a Society or Limited Company or an Association of Apartment Owners or other body corporate that may be formed and it is agreed by the Purchaser/s that they shall be bound by the decision of the majority of the buyers to whom the Promoters will sell the other premises in the said building, in all matters in relation to or arising under or out of this agreement or in relation to or concerning the management, administration and affairs of the said Fourth Scheduled Land and the building to be constructed thereon and the said Organisation, that may be formed

27. **PROMOTERS RIGHT TO SELL AFTER ORGANISATION :** In the event of the said Organisation being formed or registered and the Purchaser/s being admitted as a Member of the said Organisation before the sale of all the premises in the said building, the powers and authorities of the said Organisation formed and registered comprising of the Purchaser/s and other buyers of the other premises in the said building shall be subject to the overall control of the Promoters in respect of any of the matters concerning the said building, the construction and completion thereof and all amenities appertaining to the same and in particular the Promoters shall have absolute authority and control regarding the disposal of the unsold premises and/or the premises of which the agreements are cancelled at any stage for some reason or the other and all new buyers of such premises shall be admitted as members of the said Organisation without payment of any donation or transfer



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fees or charges or other sums of money by whatever name called and without any reservation or condition whatsoever and the Purchaser/s do hereby give consent to admit such buyers as the members of such Organisation as aforesaid without raising any objection whatsoever.

28. **USERS OF OTHER PREMISES IN THE BUILDING :** The Promoters shall be entitled to sell any of the other premises in the said building for the purpose of using the same as bank, maternity homes, consulting rooms, clinics, hospitals, dispensaries, nursing home, guest house, hotel, restaurant, coaching classes, training centers, community halls, stalls and for any other commercial or office use and the buyers and/or their nominees shall be entitled to use the premises purchased by them accordingly and the Purchaser/s shall not object to or obstruct the said use of the other premises in the said building for the aforesaid purposes by the buyers thereof or anyone claiming through them.

29. **FIRST LIEN OF THE PROMOTERS :** The Promoters shall, in respect of any amount liable to be paid by the Purchaser/s under this Agreement or otherwise at law, have first lien and charge on the said premises agreed to be acquired by the Purchasers.

30. **PROMOTERS RIGHT TO DEAL WITH THE SAID FOURTH SCHEDULED LAND:** The Promoters shall be at liberty to sell, transfer, assign, mortgage and/or raise money on security of the said Fourth Scheduled Land and/or deal with or dispose off, their rights, title and interest in the said Fourth Scheduled Land, building and structures that may be constructed thereon without any reference to the Purchaser/s provided however that the Promoters do not affect or prejudice the interest of the Purchaser/s under these presents in respect of the said premises agreed to be purchased by them.

31. **PROMOTERS RIGHT TO BECOME MEMBERS :** The Promoters shall, if necessary, become member of the said Organisation in respect of their right and benefits conferred/reserved herein or otherwise entitled to in whatsoever manner. The Promoters transfer, assign and/or dispose off such rights and benefits at any time to anybody, the assignee, transferee and/or the buyers thereof, shall if necessary become the members of the said Organisation in respect of the said rights and benefits. The Purchaser/s herein and the said Organisation will not have any objection to admit such assignees or transferees as members of the said Organisation and the Purchaser/s do hereby give their specific consent to them being admitted.



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SUB-STATION / RECEIVING STATION FOR ELECTRICITY : The Promoters shall be entitled to put up or allow to put up an electric substation/receiving station on the said Fourth Scheduled Land at such place as

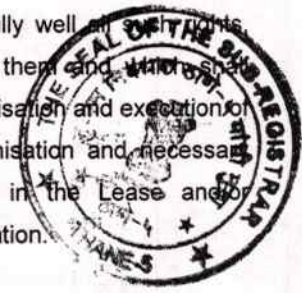
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they may decide and take the benefit thereof for the other plots of land which they or persons claiming through them shall develop in the neighbourhood and vicinity or give benefit thereof to other persons or occupants in the neighbourhood and give the authorities sub-leases of the sub-plots on which such sub-station/receiving station is erected, on such terms and conditions as the Promoters may decide.

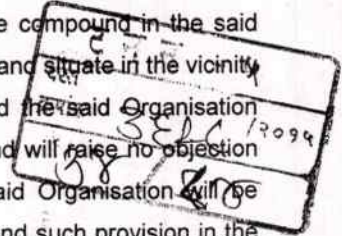
33. RIGHT OF WAY :

(a) The Promoters, their nominees or assignees shall be entitled to reserve, enjoy and/or to grant or give such right of way and passage from any part of the said land and/or the said Fourth Scheduled Land for the purpose of going to and coming from the other Plots of land including the said Fourth Scheduled Land which may be developed by the Promoters or their nominees and assigns at all time of day or night and for all purposes with or without animals carts carriages wagon motor cars or any vehicle laden or unladen, into, upon or over the said land or the said Fourth Scheduled Land or any part thereof at such places thereon as the Promoters may decide and also will be entitled to construct tar road and/or enjoy and/or to give right to lay the service lines including water/drainage pipes, gas pipes, drainage chambers, electric cables etc., in to, under, over or upon the said land and/or the said Fourth Scheduled Land at such places as the Promoters may decide to any one or more persons, occupants, plot Owners and/or persons claiming through them or him on such terms and conditions as the Promoters may deem fit and the Purchaser/s and the said Organisation to be formed shall be bound by the same and shall not raise any objection whatsoever.

It is specifically confirmed, agreed and declared by the Purchaser/s that they have agreed to purchase the said premises knowing fully well all the rights, benefits and privileges of the Promoters reserved by them and that they shall continue to subsist even after formation of the said Organisation and execution of Lease and/or Conveyance in favour of the said Organisation and necessary clause containing such rights shall be incorporated in the Lease and/or Conveyance to be executed in favour of the said Organisation.



(b) Without prejudice to the generality of the above, the Promoters will be entitled to give right of way over the open space in the compound in the said Fourth Scheduled Land to the occupants of the plots of land ~~situate~~ ^{situate} in the vicinity and the Purchaser/s and all the other Purchaser/s and the said Organisation when formed hereby agree and consent to the same and will raise no objection thereto and the transfer of the said building to the said Organisation will be subject to the said right of way reserved and excluded and such provision in the said Lease and/or Conveyance shall be incorporated. The said Right of Way



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shall also include the right to lay all service lines including gutters, drainage, electric gas and other cables, water pipe lines etc. etc.

34. CLUB HOUSE PROVISION :

(a) Without prejudice to what is stated elsewhere in this Agreement and without affecting the rights, benefits, privileges and reservations of the Promoters in any way provided elsewhere herein, the Promoters state that they intend to reserve a part or parts of the plots of land in the said **DOSTI IMPERIA** Project, which at present is tentatively shown coloured pink on the plan annexed hereto and marked as Plan "A", for the Club House together with Swimming Pool and proposed Tennis Court (hereinafter referred to as "the said Club-House").

(b) The said Club House with Swimming Pool and proposed Tennis Court either Promoters themselves may conduct and manage the same or give it away to their nominees or assignees by way of assigning leasing or conducting it or in any other manner to parties of their choice at their discretion, to manage and conduct the same with such title in their favour which the Promoters may decide on such terms and conditions as the Promoters may deem fit. The said plot of land on which Club House, Swimming Pool and Tennis Court is situated will be excluded from any transfer thereof to any proposed co-operative societies or federation thereof or any other Organisation that may be formed of the buyers of flats/premises to the intent and purpose that Club House, Swimming Pool and Tennis Court will work as an independent unit.

(c) The Promoters, if they manage and conduct the said Club House, Swimming Pool and Tennis Court, or their nominees or assignees will admit the first named Purchaser in this Agreement as a life member thereof i.e. so long as the flat premises purchased by him or her stands in his or her name for his/her benefits and for the benefit of the members of his or her family staying with him or her and who will become entitled to take advantage of the facilities & amenities given or provided by the Club House/ Swimming Pool /Tennis Court on such terms and conditions and subject to such rules and regulations as the Promoters may frame for the Club House/Swimming Pool/Tennis Court including the fixing of the monthly/quarterly/annual fees/charges and other fees/charges payable for various activities. The same will be at such concessional rates as may be decided by the Promoters or their nominees or assignees at their discretion, that is, they will be less than those chargeable to them who are not staying/residing in the said **DOSTI IMPERIA** Project. It is however specified that the Promoters and/or their nominee/s at their sole discretion shall have right and authority to terminate membership of any member if he/she violates or fails to observe any of rules or regulations or commits default or delay in making payment of respective fees/charges. In case the Purchaser is a Limited Company or a Partnership Firm or a Public Trust or other Organisation then in that case



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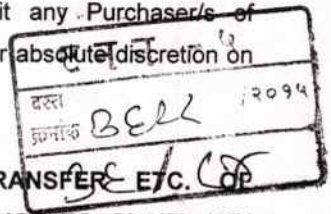
only one officer of that Organisation named by that Organisation and staying in the said premises will be admitted to have the benefits of the said Club House/ Swimming Pool/Tennis Court alongwith members of his/her family staying with him/her.

(d) The Promoters or their assignees will be entitled to admit any one as members of the Club House/ Swimming Pool/Tennis Court on such terms and conditions as they may think fit and the Purchaser/s herein or Organisation, to be formed and their members will not object to the same and hereby give their consent, no objection and approval to them being so admitted.

(e) So far as the Purchaser/s herein named are concerned, the first Purchaser will become the member for life and only so long as he/she remains and continues to be the Owner of the flat purchased by him/her and also member of the co-operative Society or other Organisation that may be formed and he/she will cease to be such member of the Club House/Swimming Pool/Tennis Court on his/her death or on his/her assigning his/her right, title and interest in the said Flat and whoever becomes the 1st named owner of the said flat and member of the society will be entitled to become a member of the Club House/Swimming Pool/Tennis Court on same terms and conditions as applied to his/her predecessor but without payment of any admission fee. A nominal sum of Rs.1,000/- will however be payable by him/her as expenses to meet clerical and/or administrative work involved in bringing his/her name on Club's record. It is however, clarified that the admission to the Club House/Swimming Pool/Tennis Court Membership will be as provided in this Agreement and the benefit of the same will accrue to the first named Purchaser herein and his/her first named successor in title to the said flat. It is also clarified that all the provisions elsewhere made in this Agreement for the Club House/Swimming Pool/Tennis Court and membership thereof are supplemental to what is stated hereinabove and they are to be read and construed in conjunction with each other.

(f) As regards provision for common infrastructure facilities like Garden, Play Equipments etc. and also for Club House/Swimming Pool/Tennis Court, the buyers of the Shop/Office premises hereby agree, declare, confirm and record that they, the Purchaser/s of the Shop/Office Premises, their workers/family members are not entitled to the use of the said infrastructure facilities like Garden, Play Equipments etc. and Club House/Swimming Pool/Tennis Court. However, the Promoters reserve the right to permit any Purchaser/s of Shop/Office and to grant use of the said facilities, at their absolute discretion on such terms and conditions as they may deem fit.

35. THIS AGREEMENT IS NOT GRANT TRANSFER ETC. OF LAND/BUILDING/ PREMISES AND PURCHASER/S NOT TO CLAIM ANY



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RIGHT IN RESPECT OF OTHER PREMISES : Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment or transfer or possession in law of the said premises or of the said Fourth Schedule Land and building/s or any part thereof. The Purchaser/s shall not be entitled to claim partition of their share in the said building or portion thereof and the same shall always remain impartible. Even after entire consideration is paid by the Purchaser/s to the Promoters, the Purchaser/s shall have no claim save and except in the premises agreed to be sold to them and all open space, lobbies, staircases, terraces, garden, recreation spaces, society offices, meter rooms, entrance lobby, servants toilets, fire refuse area, Podium, Garden, internal road, watchman cabin, unutilized F.S.I. or the F.S.I. that may be granted under the said MMRDA Scheme and/or by, the Municipal Authorities for slum redevelopment scheme or Central / State Government or Thane Municipal Corporation (TMC) or Mumbai Metropolitan Region Development Authority (MMRDA), Maharashtra Housing and Area Development Authority (MHADA) or any other authority under any Scheme or Project or due to amendment of D.C. Regulation or any other Act, Rules or Regulation or as incentive under any Scheme or Project that may be formulated/floated by Central / State Government or Thane Municipal Corporation (TMC) or Mumbai Metropolitan Region Development Authority (MMRDA), Maharashtra Housing and Area Development Authority (MHADA) or any other authority or otherwise howsoever and the building/s contemplated to be built as aforesaid will remain the property of the Promoters even after lease of the said Fourth Scheduled Land is executed and the buildings thereon are conveyed to the said Organisation that may be formed and Lease/Conveyance are executed and registered for that purpose in favour of the said Organisation.

36. LEASE OF LAND & CONVEYANCE OF BUILDING : It is agreed by and between the parties hereto that the Promoters shall subject to the terms of the said MMRDA Scheme, within twelve months but only after all premises in the buildings are sold/allotted and after full development of the said entire project of "DOSTI IMPERIA" comprising of various buildings is completed by utilising the full F.S.I. of the said entire Land and other surrounding plots taken by the Promoters and after fully utilising increased F.S.I. available due to any change in the Development Control Rules or by way of amalgamation/Sub-Division with adjoining properties and/or having fully utilised the T.D.R. which may be obtained by the Promoters and/or after having fully utilised any F.S.I. available for development and/or construction on the said various Plots of Land in **DOSTI IMPERIA** Project, under the said MMRDA Scheme or slum redevelopment scheme if applicable or by Central / State Government or Thane Municipal Corporation (TMC) or Mumbai Metropolitan Region Development Authority (MMRDA), Maharashtra Housing and Area Development Authority (MHADA) or any other authority under any Scheme or Project or due to amendment of D.C.



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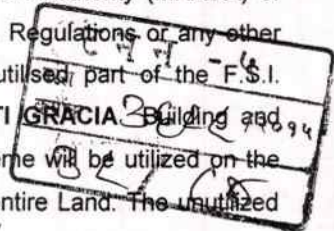
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Regulations or any other Act, Rules or Regulations or as incentive under any Scheme that may be formulated/floated by Central / State Government or Thane Municipal Corporation (TMC) or Mumbai Metropolitan Region Development Authority (MMRDA), Maharashtra Housing and Area Development Authority (MHADA) or any other authority or otherwise howsoever or after twelve months from the date when the said Organisation is formed whichever is later, but only after receipt by the Promoters of the full consideration or price of all premises and all other dues receivable in terms of this Agreement or otherwise at law from all buyers, cause to be transferred to the said Organisation, all the right, title and interest (except those reserved by the Promoters for themselves or their nominees & assignees) of the Owners/Promoters as may be permitted by the authorities together with the building/s by obtaining or executing the necessary Lease of Fourth Scheduled Land and Conveyance of the building. Any premium or other sums of money demanded by any authority for the same will be paid by all the premises buyers alone and the Promoters shall not be responsible for the same in any way. Such Lease and Conveyance shall be in keeping with the terms and provisions of this Agreement. Even after the execution of the Lease and Conveyance, the possession of the said Fourth Scheduled Land and the rights to develop and/or construct on the said building/s as also on the other parts of the plots of Land in **DOSTI IMPERIA** Project as foresaid shall be of the Promoters and/or their assignees and the offer of possession and subsequent possession of the said premises when given to the Purchaser/s under this Agreement shall be subject to the above and other conditions of these presents and the Purchaser/s hereby agree to the same. Such lease will give to the Organisation a right of way/passage to lay service lines including water pipe lines, electric cables, drainage, sewerage etc. over the common internal roads and common areas in **DOSTI IMPERIA** Project for access to the Fourth Scheduled Land and regress therefrom.

37. F.S.I. :

(a) The Promoters hereby declare that the Floor Space Index (F.S.I.) available under the said MMRDA Scheme in respect of the said entire land is at present 4 (Four). The Promoters hereby further disclose to the Purchaser/s that the full development potential of the said entire land/property may increase from the present 4 (four) F.S.I., under any other Scheme or Project formulated/floated, at present or in future, by Central / State Government or Thane Municipal Corporation (TMC) or Mumbai Metropolitan Region Development Authority (MMRDA) Maharashtra Housing and Area Development Authority (MHADA) or any other authority and/or due to amendment of D.C. Regulations or any other Act, Rules or Regulation. The Promoters have utilised part of the F.S.I. available under the said MMRDA Scheme for **DOSTI GRACIA Building and** balance F.S.I. available under the said MMRDA Scheme will be utilized on the said land and/or on any part or portion of the said entire Land. The unutilized



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F.S.I. available in respect of the said entire Land, will be utilized on remaining portion of the said land and/or on the Fourth Scheduled Land by constructing additional buildings elsewhere and/or additional floors on **DOSTI GRACIA** in the **DOSTI IMPERIA** Project. At present no part of the said Floor Space Index is utilised by the Promoters on any other property outside **DOSTI IMPERIA** Project for any purpose whatsoever. The Purchaser/s agree and confirm that the Promoters will be entitled to further F.S.I. if any available due to additional F.S.I. or MMRDA Scheme or Slum Redevelopment Scheme or otherwise hereafter by constructing buildings in the open area available in **DOSTI IMPERIA** Project and/or by constructing additional wing/s or floors on the buildings that may have already been constructed even after the execution and/or registration of the Leases thereof and/or Conveyances. In case the said F.S.I. is utilised by the Promoters elsewhere then the Promoters agree to give to the Purchaser/s all the detailed particulars in respect of such utilisation of said Floor Space Index by them. The Purchaser/s hereby agree that Promoters are entitled to utilize full development potential of the said entire Property at their sole discretion in such manner as the Promoters may deem fit and in case the Promoters utilise any Floor Space Index of any other land or property by way of floating Floor Space Index and/or Transfer of Development Right (T.D.R.) then the Promoters agree to disclose the particulars of such Floor Space Index, However, the Purchaser/s shall not be entitled to raise any objections of whatsoever nature or obstruct the Promoters from use of such floating F.S.I. or TDR or MMRDA Scheme or Slum Redevelopment Scheme or any other Scheme formulated/floated by Central / State Government or Thane Municipal Corporation (TMC) or Mumbai Metropolitan Region Development Authority (MMRDA), Maharashtra Housing and Area Development Authority (MHADA) or any other authority. The residual F.S.I. in the said plots not consumed and/or additional F.S.I. that may be granted including any additional F.S.I. on account of set back reservation or MMRDA Scheme or Slum Redevelopment Scheme or any other Scheme formulated/floated by Central / State Government or Thane Municipal Corporation (TMC) or Mumbai Metropolitan Region Development Authority (MMRDA), Maharashtra Housing and Area Development Authority (MHADA) or any other authority or otherwise and/or T.D.R. that may be available/will be available shall exclusively belong to and consumed by the Promoters, even after execution and/or registration of the lease/s and/or Conveyances and the Purchaser/s or the Organisation and/or the Apex Body (when formed) shall not object or stake any claim with regard to the same.



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(b) The Promoters will be entitled exclusively to consume and appropriate any F.S.I. that may be granted on account of undertaking of MMRDA Scheme or MHADA Scheme or amenity open space, additional Recreation Ground, set back area or any reservation or on any account whatsoever, on the said Fourth

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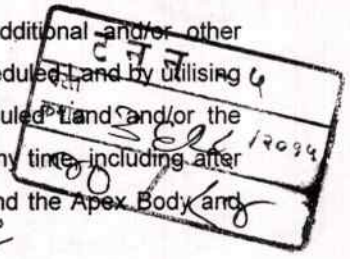
Scheduled Land and/or **DOSTI IMPERIA** Project and the Purchaser/s consent to the same without any objection.

(c) The Promoters shall have the absolute, exclusive and full right, authority and unfettered discretion to sell, transfer and/or assign all or any of such FSI, FAR, DR and TDR originating from or arising out of the said entire Land including the said Fourth Schedule Land or any part/s thereof, to or in favour of any person/s whatsoever, for such consideration and on such terms, conditions and provisions as may be desired and deemed fit by the Promoters in their sole and unfettered discretion and as may be permitted by law;

(d) The Promoters shall have the absolute, exclusive and full right, authority to acquire Certificate/s of Development Right/s in respect of land and/or properties and make additional construction on the said Fourth Scheduled Land and/or the said building by utilising such development rights. The Promoters shall, at all times hereafter including before or after execution and registration of the Lease of Land and Conveyance of Building have unfettered and unrestricted right to avail of the FSI, FAR, DR and TDR as may be permissible and to obtain the award thereof in the form of FSI, FAR, DR and TDR as permitted under the Development Control Regulations and other prevalent rules, regulations or laws and to utilise such FSI, FAR, DR and TDR in any portion of the said Land and/or the said Fourth Scheduled Land, including by constructing additional wing/s to or raising additional storey/s on the said building;

(e) The entire construction effected by the Promoters by utilising and consuming the FSI, FAR, DR and TDR as aforesaid, shall be the absolute property of and exclusively belong to the Promoters who shall have the right and be entitled to sell, transfer, deal with and/or dispose of the same in any manner whatsoever, to any person/s whomsoever, for such consideration and on such terms, conditions and provisions as the Promoters may desire and deem fit and proper in their sole and unfettered discretion.

(f) The Promoters have the absolute, irrevocable and unconditional right and entitlement to and they may in their sole, absolute and unfettered discretion effect and/or cause to be effected any extra and additional construction whatsoever on and in respect of the said Fourth Schedule Land including, but not limited to, constructing additional floor/s or extensions on and/or wing/s and/or other extension/s to all or any of the building/s in the said **DOSTI IMPERIA** Project including the said building and/or construct additional and/or other building/s and/or other structure/s on the said Fourth Scheduled Land and by utilising the FSI, FAR, DR and TDR of the said Fourth Scheduled Land and/or the contiguous, adjacent or adjoining lands or properties at any time, including after the formation and registration of the Corporate Body/s and the Apex Body and



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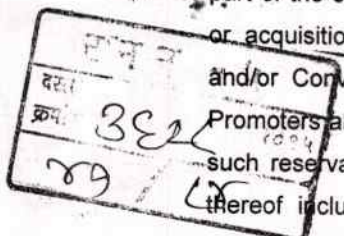
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after execution and registration of the Lease/Conveyance, whenever the same is permitted to be constructed by the Corporation and other concerned authorities. Such extra and additional construction is hereinafter referred to as "the additional construction" and the same shall form an integral part of the said **DOSTI IMPERIA** Project and therefore, purchasers, transferees and occupants thereof shall be entitled to the use, enjoyment and benefit of all the common areas, amenities, facilities, conveniences and utilities therein and/or thereof. The Purchaser/s hereby agree that the additional construction and every part thereof shall be the sole, absolute and exclusive property of the Promoters, who shall have the right and be entitled to sell, transfer and/or otherwise deal with and dispose of the same in any manner, to any person/s, for such consideration and on such terms, conditions and provisions as they may desire and deem fit in their sole and unfettered discretion and that the entire consideration and income received and/or derived by the Promoters in respect thereof shall be the absolute property of and belong to and be appropriated solely by the Promoters, who shall not be liable to or called upon to disclose or render any accounts in respect thereof to the Purchaser/s herein, the said Organisation and/or the Apex Body.

(g) The Purchasers, transferees and allottees of flats, premises, units, shops, and areas in the additional construction and/or part/s thereof, if the Promoters so desire and deem fit in their sole and unfettered discretion, shall be admitted as and made members of the said Organisation and/or the Apex Body, as the case may be, with the same rights, benefits and interests and subject to the same conditions, duties, liabilities and obligations as the Purchasers.

(h) The Purchaser/s expressly recognize, confirm, agree and consent to the Promoters rights, benefit and interests as aforesaid and to what is mentioned hereinabove in these presents and the Purchasers, the Corporate Body/s and/or the Apex Body shall not raise any objection or dispute in respect thereof.



ACQUISITION OF ANY PART OF THE PLOT : In case any portion of the said Fourth Scheduled Land is notified or denotified for set back for road widening or any other reservation, the Promoters shall be entitled to the full benefit that may be given by the authorities concerned including Transferable Development Rights (T.D.R.) absolutely. In the event of any portion of the said part of the said Fourth Scheduled Land being notified for any other reservation or acquisition even after execution and/or registration of the Leases thereof and/or Conveyance/s of the building in favour of the said Organisation, the Promoters alone shall be entitled to receive the amount of the compensation for such reservation, acquisition, set back line or take and receive other benefits thereof including any additional F.S.I. or T.D.R. that may be granted. The Purchaser/s irrevocably confirm and agree that if required to comply with any requirements of local authority or in case the Promoters deem fit the Promoters

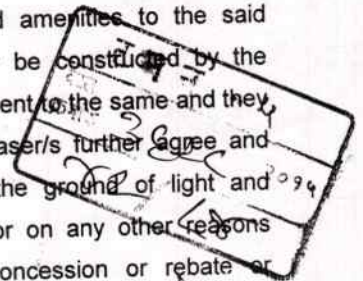
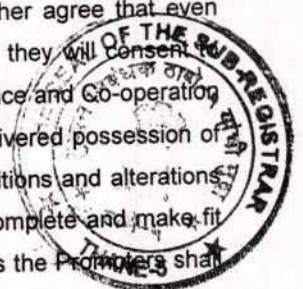
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may amalgamate the said part of the said Fourth Scheduled Land with any adjoining plot or reconstitute the same and the Purchaser/s will not object to the same so long as the premises agreed to be acquired by them is not prejudicially affected in its area location or shape. The Promoters shall be entitled to take advantage of any floating F.S.I./T.D.R. from any other property on to the said Fourth Scheduled Land and or any additional F.S.I. due to the said MMRDA Scheme and/or MHADA Scheme and/or slum redevelopment scheme or any other Scheme formulated/floated at present or in future by Central / State Government or Thane Municipal Corporation (TMC) or Mumbai Metropolitan Region Development Authority (MMRDA), MHADA or any other authority or otherwise as permissible.

39. ADDITIONAL STRUCTURES AND FLOORS : The Promoters shall have a right to make additions and alterations and to raise additional storeys on the buildings or structures that may be constructed or put on additional structures, wings, buildings at any time as may be permitted by the MMRDA and/or Municipal Corporation and such additions alterations and additional structures or storeys shall be the sole property of the Promoters, who shall be entitled to deal with or dispose off in any manner that they may deem fit and the Purchaser/s hereby irrevocably consent to the same. The Purchaser/s hereby consent and agree that they will give all the facilities and assistance and fully cooperate with the Promoters to enable the Promoters to make any additions and alterations and/or to raise additional storeys or wings or structures in accordance with the plans sanctioned or which may hereafter be sanctioned and will not obstruct or hinder the Promoters in their using the staircase, lobbies lift etc. for carrying the materials on upper floors and the Purchaser/s hereby further agree that even after being admitted as members of the said Organisation they will consent to the Organisation giving to the Promoters full facility, assistance and Co-operation to enable the Promoters even after the Promoters have delivered possession of the said premises to the Purchaser/s to make the said additions and alterations and/or to raise additional storeys or wings or structures complete and make fit for occupation in all respects and for the aforesaid purposes the Promoters shall be entitled to utilise and/or make connection from all water pipelines and storage tanks sewerage and drainage pipe lines, electric cables, electric lines and sub-station/receiving station and other conveniences and amenities to the said additional storeys or wings or structures which may be constructed by the Promoters and the Purchaser/s hereby irrevocably consent to the same and they shall not raise any objection whatsoever. The Purchaser/s further agree and undertake not to object to such constructions on the ground of light and ventilation nuisances annoyance inconvenience and/or on any other reasons whatsoever or claim abatement in the price or concession or rebate or compensation or damages.



A. Khan

P. Khan

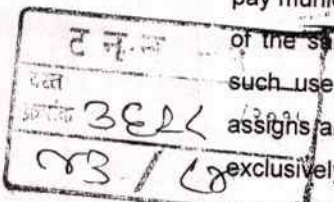
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40. PURCHASER/S HAVE ACCEPTED THE TITLE OF THE OWNERS AND THE PROMOTERS : The Purchaser/s have prior to the execution of this Agreement inspected all the documents mentioned herein and have also perused the Certificate of Title issued by M/s. Vigil Juris Advocates & Solicitors and have accepted the title of the said Owners and the Promoters to the said Land as clear and marketable and the Purchaser/s shall not hereafter be entitled to further investigate the title or raise any requisition or objection whatsoever with regards to the title of the said Owners and the Promoters to the said Land.

41. PROMOTERS ENTITLED TO DEAL WITH UNSOLD UNITS, LOBBIES BASEMENTS, OPEN SPACE, STILTS, AND OTHER PREMISES & SPACES : All unsold units, Lobbies Open space, Podium, Space under and over the Podium basements space under stilt and other premises and spaces in the compound or in the building which are proposed presently and/or which may be proposed in future shall belong to and owned by the Promoters and/or their nominees only and they will have sole and exclusive rights and authority to allot, alienate or dispose off the same on such terms and conditions as they may like to any party and receive and appropriate the consideration received thereof and the Purchaser/s will have no objection to the same and the Purchaser/s do hereby consent to what is stated above and the Purchaser/s agree and undertake not to claim any abatement in the price or concession or rebate or compensation or damages.

42. PROMOTERS ENTITLED TO DEAL WITH THE OPEN SPACE : The Promoters have reserved the right to give the open space around the building and space under the stilt or Podium if any in the said Fourth Scheduled Land for the purpose of car parking, garage, hoarding, sign boards and/or for any other purposes on such terms and conditions as the Promoters may desire. The said rights shall continue to subsist even after the said Fourth Scheduled Land is leased to the said Organisation and Conveyance/s of building is executed and the clause containing such rights shall be incorporated in the proposed Lease and Conveyance. The Promoters or their nominee or nominees shall pay a sum of Rs.11/- per year to the said Organisation in token of such rights which will be transferable and heritable even after the said Fourth Scheduled Land is leased and conveyance of building executed in favour of the said Organisation and also pay municipal rates, taxes, cesses, assessments, if any, imposed on the Owners of the said Fourth Scheduled Land or the said Organisation in respect of any such use of said open space and stilt made by the Promoters and/or their assigns and/or nominees. The Promoters or their nominee or nominees shall be exclusively entitled to the income that maybe generated or derived out of such use of open space/stilt. The Purchaser/s herein shall not be entitled to any abatement in the price of the said premises or object to the same for any reason whatsoever and shall allow the Promoters, their agents, servants, etc. to enter



into and upon the said Fourth Scheduled Land and the said building for the purpose of use or enjoyment of the said open space and/or stilt etc. The Promoters shall be entitled to transfer or assign such rights to any persons and the Purchaser/s of the said Organisation shall not raise any objection thereto.

43. PROMOTERS RIGHT TO USE INFRASTRUCTURAL/ COMMON FACILITIES : It is agreed by the Purchaser/s that the Promoters have right to use enjoy at all times the infrastructural/common facilities that may be provided and also grant the use thereof to any other buildings that may be constructed by them or their nominees or assigns in the locality.

44. RECREATION ROOM/SERVANT TOILET ETC. : The Promoters may provide at their sole discretion Society Office Room, Servant toilet etc. In that event the Purchaser/s agree to bear the costs and expenses incurred by the Promoters proportionately (as may be solely determined by the Promoters). The Purchaser/s shall Fourthwith within seven days of intimation make the payment thereof. The Purchaser/s have granted their irrevocable consent for the same to the Promoters as stated in this Agreement. The Promoters shall however ensure that by their carrying out such work pursuant to the irrevocable consent granted by the Purchaser/s the area of said premises agreed to be acquired by the Purchaser/s is not reduced to their prejudice. The consent hereby granted by the Purchaser/s shall be consent referred to in Section 7 (ii) of the Maharashtra Ownership Flats Act 1963 and this Agreement is arrived at on the basis of the irrevocable consent as above given by the Purchasers. This irrevocable consent on the part of the Purchaser/s in terms as stated above constitutes the basis of this Agreement.

45. PURCHASER/S CONSENT TO RIGHTS RESERVED BY PROMOTERS : The Purchaser/s have expressly, irrevocably and unconditionally agreed consented to rights reserved by the Promoters for themselves, their nominees and/or assigns including rights reserved under clause 19, 22, 27, 30, 31, 32, 33, 34, 37, 38, 39, 41, 42, 43, 44 and 46 and the Purchasers, the Organisation, Corporate Body/s and the Apex Body shall not raise any interference, dispute or objection whatsoever to or in respect of the same. It is expressly clarified, agreed and understood that strict compliance of the terms, conditions, covenants, stipulations and provisions of this Agreement on the part of the Purchasers, the Organisation/Corporate Body/s and the Apex Body, shall be of the essence of the contract and that on the basis of the Purchasers, the Organisation/Corporate Body/s and the Apex Body agreeing and undertaking to strictly comply with and observe the terms, conditions, covenants, stipulations and provisions of this clause, the Promoters have entered into this Agreement.

46. PROMOTERS RIGHT TO MORTGAGE :

A. up

P. P. P.

(a) The Promoters have availed of or propose to avail of financial assistance from banks, institutions and other persons, inter alia against security of the said Land including Fourth Scheduled Land and/or the construction thereon. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Purchaser/s under this Agreement in respect of the said premises, the Promoters shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens on, encumber, mortgage, sell, assign, transfer, dispose of, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, title, privileges, and/or claims including development rights in respect of the said Fourth Scheduled Land and/or the construction thereon or any part or parts thereof, without any notice to the Purchaser/s and the Purchaser/s have given and granted their specific, full, free, unqualified and irrevocable consent to the Promoters to do so. As part of any such arrangement by the Promoters all or any of the responsibilities and/or obligations of the Promoters may be shifted or transferred to any other person or persons. All such arrangements by the Promoters shall be binding on the Purchaser. The Promoters undertake to clear the aforesaid encumbrances, if any, prior to the execution and registration of the Lease Deed/Conveyance Deed and the Promoters shall indemnify and keep the Purchaser/s fully indemnified against all claims of any nature whatsoever that may be made against the Purchaser/s by virtue of any encumbrances created as aforesaid.

(b) The mortgagee/s, charge holder/s, lender/s and/or other person/s in whose favour the Promoters have created or given any security in respect of any unsold or unallotted flats, premises and units in the said project, shall by himself or themselves or jointly with the Promoters and if and as may be so desired and deemed fit by Promoters or them and/or the Promoters in this regard, be admitted as and made members of the Organisation/Corporate Body/s and the Apex Body (as the case may be), without him or them or the Promoters being made subject or liable to any separate, special, new or additional condition/s and without him or them or the Promoters being required to pay any separate, special, additional or extra amount or consideration whatsoever for the same (whether by way of transfer fees, charges, premium, donation or otherwise) and the Purchaser/s herein, the Organisation/Corporate Body/s and the Apex Body shall not raise any objection or dispute whatsoever to or in respect of the same.



दस्तावेज - १
 दस्त 47
 क्रमांक 3624
 27/12

STAMP DUTY & REGISTRATION CHARGES ON THIS AGREEMENT PAYABLE BY THE PURCHASER/S ALONE : All costs, charges and expenses including stamp duty and registration charges of this Agreement shall be borne and paid by the Purchasers. The Purchaser/s are fully aware of the provisions of the Bombay Stamp Act as amended from time to time. If any stamp

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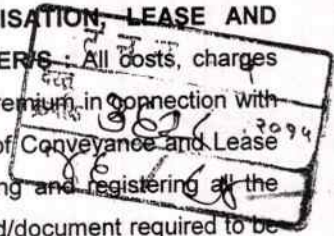
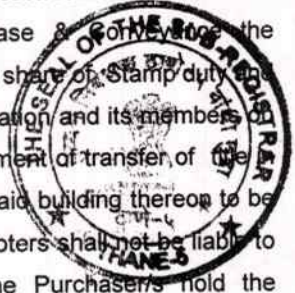
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duty over and above the stamp duty already paid on this Agreement including the penalty if any is required to be paid or is claimed by the Superintendent of Stamps or concerned authority, the same shall be borne and paid by the Purchaser/s alone. The Promoters shall not be liable to contribute anything towards the same nor shall the Purchaser/s hold the Promoters liable and/or responsible towards the said liability. The Purchaser/s shall indemnify the Promoters against any claim from the stamp authorities or other concerned authorities in respect of the said stamp duty including penalty if any to the extent of the loss or damage that may be suffered by the Promoters. The Purchaser/s shall also fully reimburse the expenses that may be incurred by the Promoters in consequence upon any legal proceedings that may be instituted by the authorities concerned against the Promoters or viceversa on account of such liability.

48. WORKS CONTRACT TAX/SALES TAX, VALUE ADDED TAX, SERVICE TAX ETC. PAYABLE BY THE PURCHASER/S ALONE : If any Sales Tax/Works Contract Tax/Value Added Tax/Service Tax is payable or any other tax/liability/levy/cess on account of this transaction arises now or in future, the same shall be paid and discharged or reimbursed by the Purchaser/s alone and the Promoters shall not be liable to contribute or bear anything on that account. The Purchaser/s shall also fully reimburse the expenses that may be incurred by the Promoters in consequences upon any legal proceedings that may be instituted by the authorities concerned against the Promoters or viceversa on account of such liability.

49. STAMP DUTY AND REGISTRATION CHARGES ON THE LEASE/CONVEYANCE ETC. PAYABLE BY THE PURCHASER/S ALONE : At the time of execution and registration of the Lease & Conveyance the Purchaser/s shall pay to the Promoters the Purchaser's share of Stamp duty and registration charges payable if any by the said Organisation and its members of the Lease and Conveyance or any document or instrument of transfer of the respect of the said Fourth Scheduled Land and the said building thereon to be executed in favour of the said Organisation. The Promoters shall not be liable to contribute anything towards the same nor shall the Purchaser/s hold the Promoters liable and/or responsible towards the said liability.

50. ALL COST OF FORMATION OF ORGANISATION, LEASE AND CONVEYANCE TO BE BORNE BY THE PURCHASER/S : All costs, charges and out of pocket expenses, levies, fees, penalty or premium in connection with the formation of the said Organisation and execution of Conveyance and Lease as well as the cost of preparing, engrossing, stamping and registering of the agreement and/or any other deeds/documents or deed/document required to be executed by the Promoters/Owner's or the Purchaser/s as well as the entire



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professional costs of the Advocates of the Promoters in preparing and approving such deeds/documents shall be borne and paid by the proposed Organisation or proportionately by all the buyers in the said building including the Purchaser/s herein as may be fixed by the Promoters, whose decision in this respect will be final and binding on the Purchasers. The Promoters shall not be liable to contribute anything towards such costs, charges and expenses and the proportionate share of such costs, charges and expenses payable by the Purchaser/s shall be paid by them to the Promoters immediately on demand.

51. REGISTRATION BY THE PURCHASER/S : The Purchaser/s shall present this Agreement as well as the Lease and Conveyance to be executed in future at the proper registration office of the Sub-Registrar within the time limit prescribed by the Registration Act and on intimation thereof in writing the Promoters/their constituted attorneys shall attend such office and admit execution thereof.

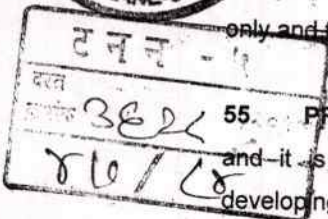
52. ADDRESS OF THE PURCHASER/S : All letters, receipts and/or notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served and shall completely and effectively discharge the Promoters, if sent to the Purchaser/s by them Under Certificate of Posting or by Registered Post at their address specified below :

NALINI UPASANI
 FLAT 5B, KUNDALIA TOWER
 47A, SHAKESPEARE SARANI
 OPP. KALAMANDIR
 KOLKATA - 700017

53. PROVISIONS OF MAHARASHTRA OWNERSHIP FLATS ACT, 1963 : This Agreement shall always be, unless otherwise herein contracted to the contrary, subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion, Construction, Sale, Management and Transfer) Act, 1963 and the Rules made thereunder.

54. MARGINAL HEADINGS : The marginal headings given to the various clauses hereinabove are so given for the sake of convenience and easy reference only and they do not in any way govern or interpret the meaning thereof.

55. PROMOTERS NOT AGENTS OF OWNERS : It is hereby clarified and it is noted and accepted by the Purchaser/s that the Promoters are developing the said Land and the said **DOSTI IMPERIA** Project on the lands of the Owners thereof and have agreed to sell the said premises in their own right



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Handwritten signature: 'Rupman'

independently and not as agents or representatives of the Owners and therefore the Owners have not been made party to this Agreement.

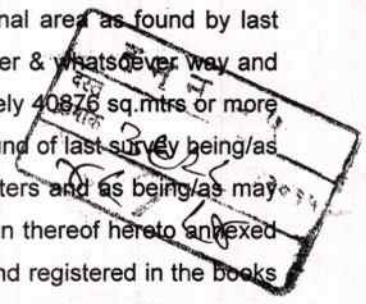
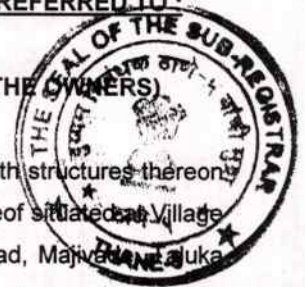
56. THIS AGREEMENT TO SUPERSEDE OTHERS : Save and except as may be specifically mentioned herein, this Agreement supersedes all documents and writings whatsoever (if any) executed or exchanged by and between the parties hereto prior to the execution hereof. The parties hereto hereby confirm, agree and acknowledge that this Agreement represents and comprises the entire agreement between them in respect of the subject matter hereof. The Purchaser/s hereby expressly admit, acknowledge and confirm that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained or given in any advertisements, leaflet or brochure, or in any correspondence or other writing or document, by the Promoters and/or their agents to the Purchaser/s and/or their agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Purchaser/s to enter into this Agreement. No additions, deletions, amendments, allocations and/or modifications to/of any of the terms, conditions, covenants, stipulations or provisions of this Agreement, shall be valid, binding on or enforceable against any of the parties hereto, unless the same are recorded in writing and signed by or on behalf of the parties hereto, as supplemental hereto.

IN WITNESS WHEREOF the Parties hereto have hereunto executed these presents the day and year first hereinabove written.

THE FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :

(BEING DESCRIPTION OF THE LAND OWNED BY THE OWNERS)

ALL THOSE pieces or parcels of freehold land or ground with structures thereon with full ownership rights holding exclusive possession thereof situated at Village Chitalisar – Manpada, on S. V. Road i.e. Ghodbunder Road, Majve, Taluka and Dist. Thane, containing by admeasurement 35120 Sq.mtrs. or thereabouts as appearing in the City Survey Records plus additional area as found by last survey held on 9.11.1994 or otherwise found howsoever & whatsoever way and which entire piece of land is working out to approximately 40876 sq.mtrs or more as per TILR survey but subject to the actual area as found of last survey being/as may be, conducted by or at the instance of the Promoters and as being/as may be certified by TILR/Collector, and is shown on the plan thereof hereto annexed and thereon shown in yellow colour boundary lines and registered in the books of the Collector of Thane under New Gat or Survey No. 52/1(part), 52/2 and 52/3



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admeasuring including additional area as per last Survey totally approximately 40876 sq.mtrs. or more consisting of the Old Survey Nos. and the areas as follows :

Survey No.	Gat No.	Area A.G.	Assessment	
			Rs.	Ps.
1. 29/7	52/1(part)	6-5-8	Rs.3=03	
2. 28	52/2	1-9-7	Rs.2=31	
3. 27	52/3	1-15-7	Rs.2=50	
		8-31-2	Rs.7=84	=====

but subject to deductions therefrom of 9509.04 Sq. mtrs. towards road setbacks, reservation for R Zone and Amenity Open Space, having Net Plot Area of 25610.96 Sq. mtrs. and bounded as follows that is to say on or towards the East by Ghodbunder Road on or towards the West by part of Gat No. 52 (part), Property belonging to Messrs. Shukla Mansetta & Co., Private Limited on or towards the North by Property bearing 20.0 meters D.P.Road and on or towards the South by Property bearing Gat No. 52 (part) belonging to M/s. Shukla Mansetta & Co. Pvt. Ltd.

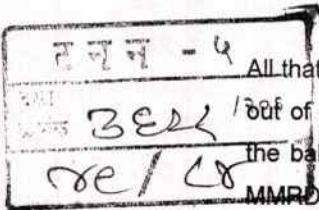
SECOND SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land admeasuring 6402.74 Sq. Mtrs. or thereabouts, out of portion of land described in the First Schedule above mentioned, being 25% thereof on which the Housing Components under said MMRDA Scheme will be constructed and which shall be subject to change in proportion to the actual area of the First Schedule, as found on last survey being/as may be, conducted by or at the instance of the Promoters, and bounded by blue Coloured boundary lines on the Plan A annexed hereto and the description thereof by to Survey Nos. is 29/7 (Part) Gat No. 52/1 (Part) :



THE THIRD SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land admeasuring 19,208.22 Sq. Mtrs. or thereabouts, out of portion of land described in the First Schedule above mentioned, being the balance 75% thereof on which the Free Sale Components under the said MMRDA Scheme / DOSTI IMPERIA Project, will be constructed and which shall be subject to change in proportion to the actual area of the First Schedule, as found on last survey being/as may be, conducted by or at the instance of the



Promoters, and bounded by orange Coloured boundary lines on the Plan A annexed hereto and the description thereof by to Survey Nos. is as follows :

<u>Sr.No.</u>	<u>Survey No.</u>	<u>Gat No.</u>
1.	29/7 (Part)	52/1 (Part)
2.	28	52/2
3.	27	52/3

THE FOURTH SCHEDULE ABOVE REFERRED TO
(ON WHICH BUILDING CALLED 'DOSTI GRACIA'
IS BEING BUILT)

All that piece or parcel of plot of land admeasuring about 1097 Sq.mtrs. or thereabouts out of portion of land described in the Third Schedule above mentioned, on which the building called Dosti Gracia will be/is being constructed and shown on the said Plan A as delineated by red coloured boundary lines and the description thereof by to Survey Nos. is 29/7 (Part), Gat No. 52/1 (part) :

THE FIFTH SCHEDULE ABOVE REFERRED TO :

A. COMMON AREAS & FACILITIES:-

- Entrance Lobby Hall
- Lift and Lift Lobby
- Common Staircase with mid-landing

B. LIMITED (RESTRICTED) COMMON AREAS AND FACILITIES:-

- Landing on the Floor
- Overhead Water Tank/s
- Lift Machine Room

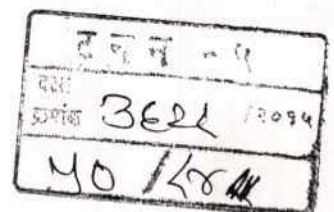


Plan B - The floor plan of the building with the premises shown surrounded by red coloured boundary lines and terrace, if any in blue Coloured hatched lines on the said Plan 'B'.

M. J. Sawani

P. J. Sawani

PS



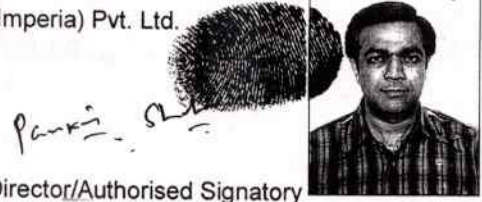
SIGNED & DELIVERED by the)
Within named PROMOTERS) For and On behalf of
FRIENDS DEVELOPMENT CORPORATION) Friends Development Corporation
(IMPERIA) PVT. LTD.) (Imperia) Pvt. Ltd.

By the hand of its Director/Authorised)
Signatory Mr./Mrs.....)

In the presence of)

1. Mushree)

2. Upasani)



SIGNED & DELIVERED by the)
Within named PURCHASERS)

NALINI UPASANI)
PANKAJ UPASANI)

in the presence of)

1. Mushree)

2. Upasani)



RECEIVED of and from the)
Within named Purchaser/s the sum of)
Rs. 10251000/- being the money)

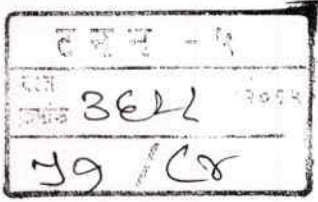
to be & payable as within mentioned to)
Be paid by them to us on execution)
Of this Agreement.)

Rs. ONE CRORE TWO LAKH
FIFTY ONE THOUSAND ONLY.

WE SAY RECEIVED

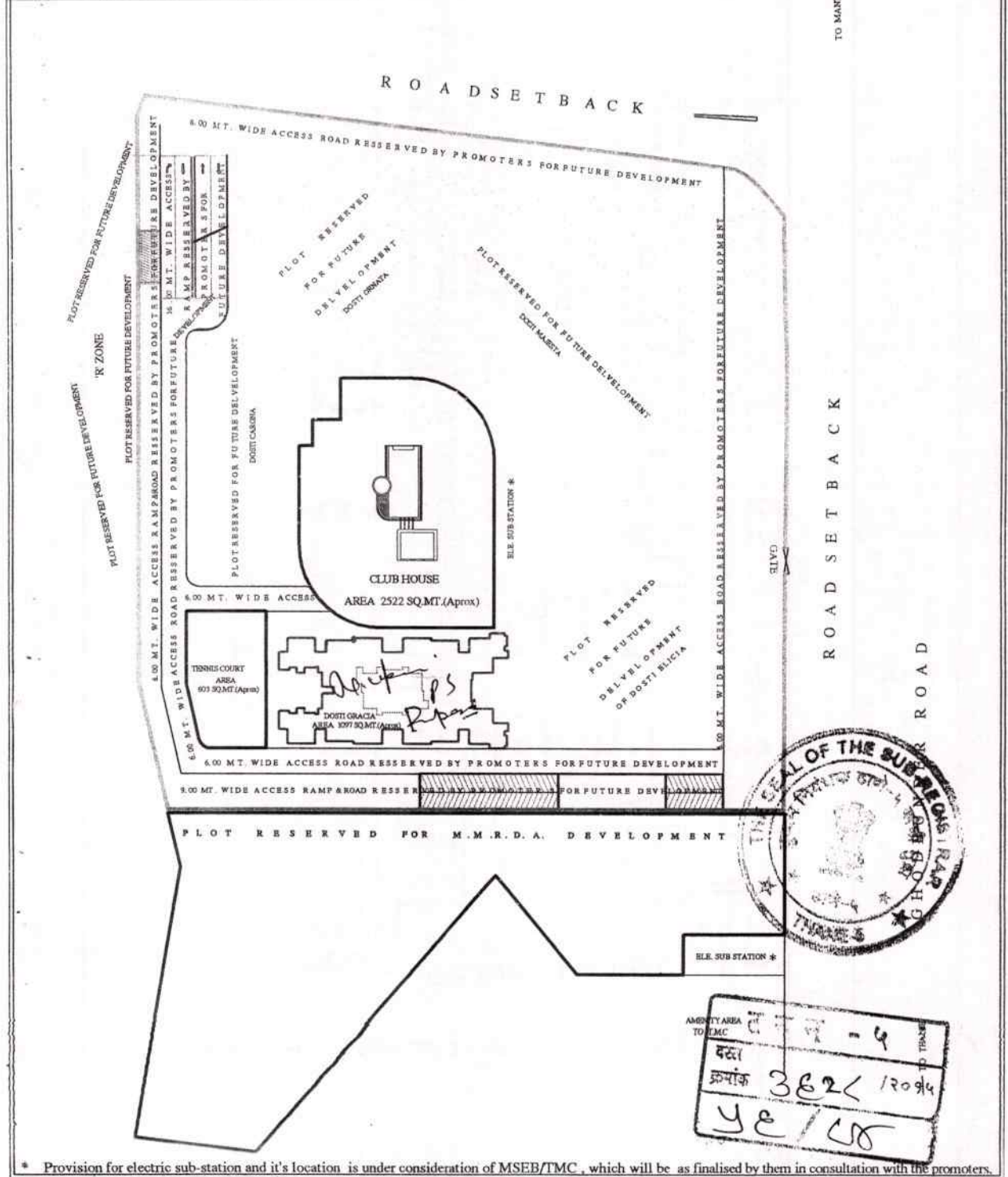


For FRIENDS DEVELOPMENT CORPORATION (IMPERIA) PVT. LTD



Pankaj Upasani
Director/Authorised Signatory

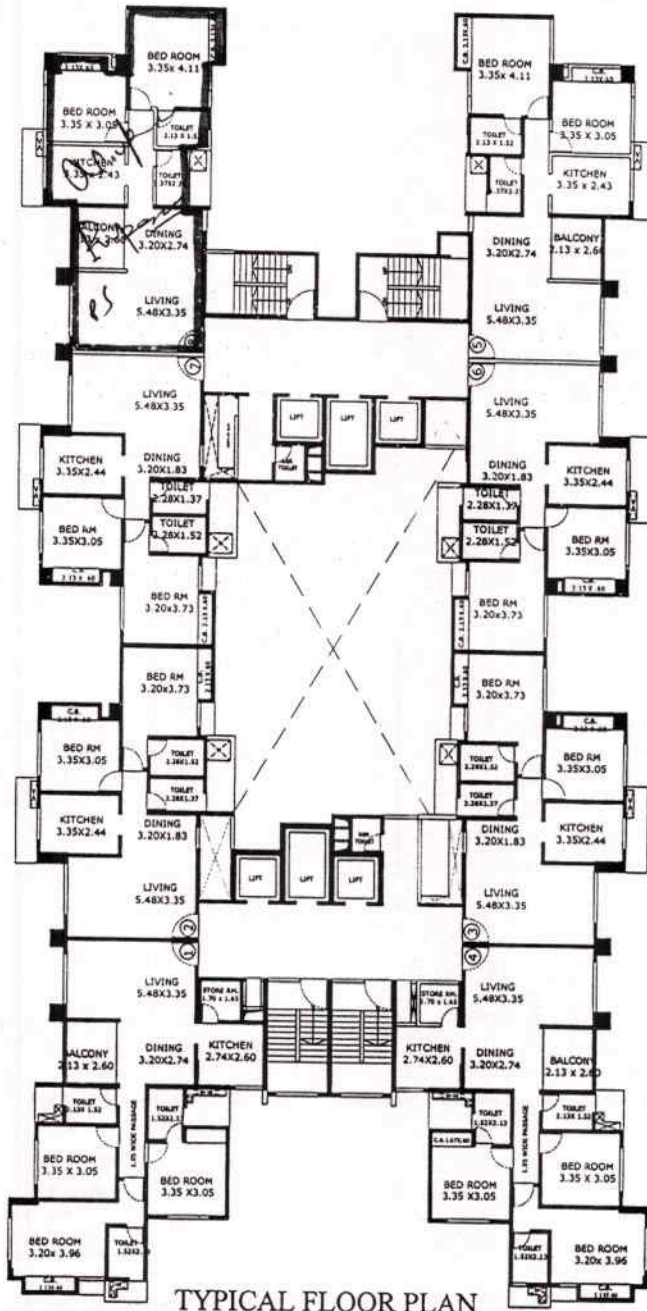
SCHEDULE	LEGEND	
FIRST	TOTAL DEVELOPABLE LAND 35120.00SQ.MT	YELLOW
SECOND	PLOT UNDER MMRDA SCHEME 6402.74 SQ.MT	BLUE
THIRD	PLOT FOR FREE SALE 19208.22 SQ.MT	ORANGE
FOURTH	PLINTH AREA 1097.00 SQ.MT (Approx)	RED



PS *M. Upadhyay* *P. Upadhyay*

PLAN - B

DOSTI GRACIA



TYPICAL FLOOR PLAN

FLAT / ROOM NO. 308 ON 3rd FLOOR, CARPET AREA 79.43 SQ.MTRS.



308 - 9
 308 - 12094
 MU / LS

Handwritten signatures and initials:
 a. f. p.
 R. p. s.

57

metres or thereabouts as found by last survey held on 09.11.1994 by TILR survey and which Property is shown on the plan thereof hereto annexed and thereon shown in red colour boundary lines and registered in the books of the Collector of Thane under New Gat or Survey No. 52/1 (part), 52/2 and 52/3 admeasuring including additional area as per last survey totally approximately 40876 sq.mtrs. or more consisting of the Old Survey Nos. and the areas as follows :

	Survey No.	Gat No.	Area A. G.	Assessment Rs. Ps.
1.	29/7	52/1 (part)	6-5-8	3=03
2.	28	52/2	1-9-7	3=34
3.	27	52/3	1-15-7	2=50
			8-31-2	7=84

And bounded as follows that is to say

- On or towards the East : by Ghodbunder Road i.e. S. V. Road
 On or towards the West : by part of Gat No. 52(part), Property supposed to be belonging to Messrs. Shukla Mansetta & Co., Private Limited
 On or towards the North : by 20.0 meters wide Development plan Road and
 On or towards the South : by Property bearing Gat No. 52(part) supposed to be belonging to M/s. Shukla Mansetta & Co. Pvt. Ltd.

The Property is falling within the limits of Thane Municipal Corporation

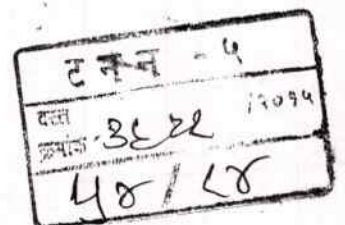
ANNEXURE
PLAN

Dated this 10th day of September 2010.

Anant R. Jani
Anant R. Jani
Partner
Vigil Juris
Advocates, Solicitors & Notary

akp

15 *Anant R. Jani* *Puprasaw*



58

Anant R. Jani
Homa D. Petit
Ashok C. Mehta
Vinod B. Agarwala
Pradip N. Kapadia
Priyanka A. Jani
Vishal M. Rane
Levi A. Rubens



Parakh Mahal, 6th Floor
80, Veer Nariman Road
Churchgate
Mumbai-400 020, INDIA
Tel.: 91-22-2282 3008
Fax: 91-22-2282 3009
General e-mail : contact@vigiljuris.com
vigiljuris@vsnl.net
Personal e-mail : firstname.lastname@vigiljuris.com

TITLE CERTIFICATE

Re : Property at Village Chitaisar – Manpada, Taluka & District Thane.

This is to certify that we have investigated the title of the above Property at Thane more particularly described in the Schedule hereunder written and shown on the Plan thereof hereto annexed and thereon delineated by red colour boundary line (hereinafter referred to as "the Scheduled Property") and have to state as under :-

2. Searches have been taken in the offices of the Sub-Registrar at Thane in respect of the Scheduled Property from the year 1955 up to date.

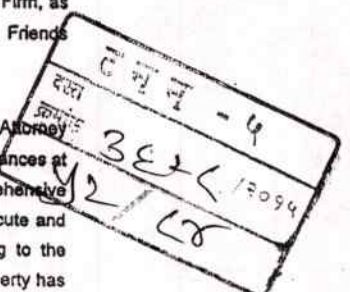
3. In the Year 1962 the Scheduled Property was purchased by a registered Deed of Conveyance from M/s. D. Dahyabhai & Co. Pvt. Ltd., by the partnership firm of M/s. Bhajchandra Laboratory (the said Firm) and they had been since then in actual use, possession and enjoyment thereof continuously and openly without any disturbance or hindrance till it was given for development to M/s. Friends Development Corporation as hereinafter mentioned.

4. The Scheduled Property stands in the name of the said Firm in the Revenue records. The provisions of the Urban Land (Ceiling & Regulation) Act 1976 (ULC Act) now do not apply to the Scheduled Property as the said Act has been repealed on 29th November 2007. Even when the said Act was in force, the said Firm was in actual use, possession and enjoyment of the Scheduled Property throughout and nothing was acquired from them by ULC Authority.

5. The Scheduled Property also does not fall in the category of forest land under the applicable provisions of the law and is not so far declared as forest land. A certificate dated 15.10.2009 is issued by M/s. Archetype Consultants (I) Private Limited certifying that the scheduled Property is not a Forest/Private forest land. It is also not recorded as such in Revenue Records. No notice is issued the Revenue Authority u/s. 35 of the Indian Forest Act, 1927, nor any proceedings have been commenced under the Maharashtra Private Forest (Acquisition) Act, 1976 in respect thereof.

6. By a registered Agreement for Development dated 24th May 2004 registered under Sr.No. TNN5/03891/2004 on 25.05.2004 the said Firm, as Owner, has given full and complete development rights to M/s. Friends Development Corporation (the Developers).

7. The Firm has also given registered irrevocable Power of Attorney dated 25th May 2004 duly registered with the Sub-Registrar of Assurances at Thane under Sr. No. TNN5/03896/2004 containing full & comprehensive powers for development as also powers to the Developers to execute and register the Conveyances, Leases and other documents relating to the Scheduled Property. Vacant possession of the said Scheduled Property has also been handed over to the Developers.



Ar. upani
D. P. ...
ARJ

8. On taking searches in the offices of the Sub-Registrar of Assurances at Thane no Lis Pendens Notices or other documents including any mortgage or charge lien etc. have been found registered in respect of the Scheduled Property except what is mentioned hereinafter and therefore it can be said that the Scheduled Property is free from encumbrances. The Property was mortgaged to Kotak Mahindra Pvt. Ltd. ("the said Company") by a registered Mortgage Deed dated 19.12.2007 but the entire loan with interest is repaid as of date and original documents of title have been redelivered by the said Company to M/s. Friends Development Corporation. At present there are no dues payable to the said Company under the said Mortgage Deed.

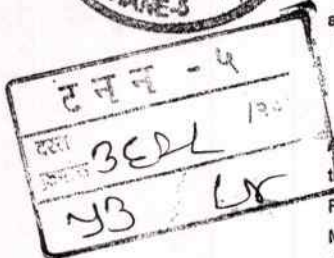
9. M/s. Friends Development Corporation, a registered partnership firm who has entered into the said Development Agreement with M/s. Bhalchandra Laboratory as the Owners of the Scheduled Property mentioned in the Schedule, the said Partnership firm has been split for the better management and execution of the different projects undertaken by it and the firm named as M/s. Friends Development Corporation (Imperia) particularly for the Project intended to be carried out on the Scheduled Property with the same partners as partners in M/s. Friends Development Corporation is formed.

10. M/s. Friends Development Corporation (Imperia) has been thereafter converted into a Private Limited Company known as "Friends Development Corporation (Imperia)" Pvt. Ltd. by following legal procedure applicable and particularly the procedure laid down in Part IX under the Companies Act, 1956 on or about 16th August, 2010 with the result that all the business assets and liabilities of M/s. Friends Development Corporation (Imperia) by operation of law became vested in the said Friends Development Corporation (Imperia) Pvt. Ltd., including rights to develop and dispose off the premises on ownership basis in the Project called Dosti Imperia & other buildings that may be constructed in the Project called "Dosti Imperia" and thus the said Friends Development Corporation (Imperia) Pvt. Ltd., are entitled to enter into and execute agreements as the Promoters and Successors in Title to the said Friends Development Corporation and Friends Development Corporation (Imperia) by devolution of title on them;

11. In view of what has been stated above, we have to certify that the said Friends Development Corporation (Imperia) Pvt. Ltd. are successors in title to the said original Developer namely M/s. Friends Development Corporation and as such are the present Developers entitled to the Conveyance of land in their favour or their nominees. They and/or their predecessor in title have paid full consideration money to the said Firm and are entitled under the provisions of the said Development Agreement and other documents narrated above including the said Power of Attorney to develop the said Scheduled Property fully and completely and sell or deal with or dispose of the flats and various premises in the new buildings to be constructed on what is known as ownership basis and they have full powers and rights to do so. The said Scheduled Property is at present of non-agricultural tenure.

SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

ALL THOSE pieces or parcels of freehold land or ground with structures thereon situated at Village Chitlarsar - Manpada, on Swami Vivekanand Road, i.e. shortly called S. V. Road, and formerly called Ghodbunder Road, Majivade, Taluka and District Thane, admeasuring 35120 Sq.mtrs. or thereabouts as appearing in the Revenue Records and 40,876 Square



Handwritten signatures and initials:
 15
 [Signature]
 [Signature]
 [Signature]

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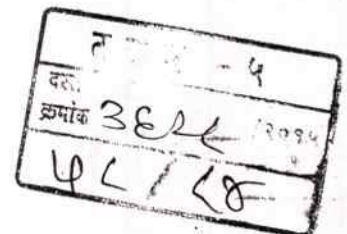
ANNEXURE 'C'

THE LIST OF FIXTURES, FITTINGS & AMENITIES TO BE PROVIDED IN THE FLAT

- (A) FLOORING : Imported / Composit Marble Flooring in Living , Dinning , Passages & Balcony. Vitrified Tiles 1mtr X 1 mtr In all Bed Rooms & Kitchen
- (B) KITCHEN : Granite / Quartz Agglomerated Kitchen platform with Marble support & Stainless Steel Sink with Dry Board and Ceramic Tile dado upto beam. Water heater & Exhaust Fan will be provided .
- (C) SANITARY : All Toilets Flooring shall be provided with coloured Ceramic tiles. Master Bedroom Toilet with composit /Imported marble /Tiles cladding. Other Toilets will have dedo tiles upto false ceiling. Bathroom fittings will have concealed plumbing withJaquar / Kohler or similar brand delux C.P. brass fittings.15 Ltr Boiler with hot - cold mixture are also provided. Toilet door one side vineer inside laminated. UPVC dry area doors. Mirror above counter & S. S. Towel rod .
- (D) ELECTRICITY : The Electrical wiring and fitting will be of concealed Type P.V. Conduit good Quality copper wire, Following electrical points will be provided.
- Living Room : 2 light points, one fan point, one domestic point and one plug point.
- Bed Room : 2 light points one fan point and One plug point.
- Kitchen : 1 light point, One fan point and one plug point.
- Passage : 1 light point.
- Toilet : 1 light point and wiring for geyser.
- Main door : 1 electric buzzer point.
- All Electrical switches will have decorative plate type Standard Quality switches with Miniature Circuit Breaker will be provided in each room and one ELECB will be provided in the flat/premises.
- (E) DOORS : Doors in Living , Kitchen & Bed Rooms are in natural Vineer melamine polished finish on both the side.
- (F) WINDOW : Heavy Section Aluminium Sliding Windows will be of colour Anodized or Powder coated with reflected glass/S.S. Railing with fancy glass fitting in Balcony/Deck
- (G) PAINTING : All the four side walls of the Rooms,Kitchen,Toilet & Passage will be painted with Luster paint.

PS

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3822/1094
ye/Lx



Certificate No. 002124

THANE MUNICIPAL CORPORATION, THANE.

(Regulation No. 3 & 24)
SANCTION OF DEVELOPMENT
AMMENDED PERMISSION / COMMENCEMENT CERTIFICATE
सुधारित परवानगी खालील प्रमाणे

विक्री इमारती करिता : इमारत क्र. १, २, ३, ४, ५ (रहिवास) : स्टिल्ट + ४ पोडीयम + अप्पर स्टिल्ट + २८ मजले,
इमारत क्र. ६, ७ (रहिवास) : स्टिल्ट + ४ पोडीयम + अप्पर स्टिल्ट + २९ मजले,
इमारत क्र. ८ (वाणिज्य) : तळ घर + तळ + मेझनाईन मजला + २ मजले,
क्लब हाऊस : तळ + १ मजला (At Podium IIIrd and IVth level)

एम.एम.आर.डी ए. : टाईप अ : स्टिल्ट (पार्ट) + तळ (पार्ट) + १७ मजले
इमारती करिता टाईप बी, सी, डी, ई : स्टिल्ट (पार्ट) + तळ (पार्ट) + १८ मजले
सी.सी. खालील प्रमाणे

विक्री इमारती करिता : इमारत क्र. १, २, ३, ४, ५, ७ : स्टिल्ट + ४ पोडीयम + अप्पर स्टिल्ट + २८ मजले,
इमारत क्र. ६ : स्टिल्ट + ४ पोडीयम + अप्पर स्टिल्ट + ६ मजले
इमारत क्र. ८ (वाणिज्य) : तळ घर + तळ + मेझनाईन मजला + २ मजले
क्लब हाऊस : तळ + १ मजला (At Podium IIIrd and IVth level)

एम.एम.आर.डी ए. : टाईप अ : स्टिल्ट (पार्ट) + तळ (पार्ट) + १७ मजले
इमारती करिता टाईप बी, सी, डी, ई : स्टिल्ट (पार्ट) + तळ (पार्ट) + १८ मजले,

V.P. No. 2007/32 TMC/TDD 944 Date 29/10/98

To, Shri / Smt. मे. आर्कीटाईप कन्सल्टंट्स (इं.) प्रा. लि. (वा. वि.) (Architect)

Shri / Smt. श्री. जयंत चिंतामण भाटवडेकर व इतर (मालक)

Sir, श्री. दिपक चिंतामण भाटवडेकर (मुख्यालयप्रधारक)

With reference to your application No. १८६ dated ०७/०५/२०१४ For development Permission/grant of commencement certificate under sections 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. वरिल प्रमाणे in village मानपाडा Sector No. IV Ward No. situated at Road/Street C.T.S. No./H.No./T.No. (जुना गट क्र. ५२/१ (पार्ट), ५२/२ व ५२/३), नविन गट क्र. ५२/१५१, ५२/१५२, ५२/१५३, ५२/१५४, ५२/१५५, ५२/१५६

the development permission / the commencement certificate is granted subject to the following conditions.

- 1) The land vacated in consequence of the enforcement of the set-back line shall form Part of the public street.
- 2) No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
- 3) The development Permission / Commencement certificate shall remain valid for a period of one year commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) परवानगी/सी.सी. ठा.म.पा/ श.वि.वि/११५ दि.३१/०८/२०१३ मधील संबंधित अटी आपणावर बंधनकारक राहतील.



६) पर्यावरण विभागाच्या सुधारीत नाहरकत दाखल्यामधील सर्व अटी आपणांवर बंधनकारक राहतील.

WARNING: PLEASE NOTE THAT DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNISABLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

सावधान
"मंजूर नकाशादुसार बांधकाम न करणे तसेच
विकासास नियंत्रण निषेधावलीमुळे आवश्यक त्या
परवानग्या न घेता बांधकाम बापर करणे, महात्तप
प्रादेशिक व नगर रचना अधिनियमाचे कलम ५२
अनुसार दंडात्मक गुन्हा आहे. त्यासाठी जास्तीत
जास्त रक्कम दंड १०००/- पेक्षा जास्त होऊ शकतो".

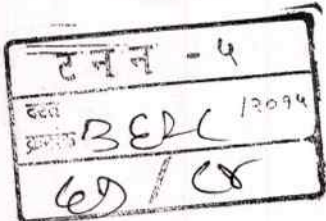
Office No. _____
Office Stamp _____
Date _____

Yours faithfully


शहर विकास व नियोजन अधिकारी,
ठाणे महानगरपालिका ठाणे
Municipal Corporation
the city of Thane,

Copy to:-

- 1) Hon. Metropolitan Commissioner, M.M.R. For information and necessary action.
- 2) Dy. Municipal commissioner - Zone
- 3) E.E. (Encroachment)
- 4) Competent Authority (U.L.C) For Sec.20,21,& 22 if required
- 5) TILR for necessary correction in record of Land is affected by Road widening / reservation.



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Certificate No. 000904

THANE MUNICIPAL CORPORATION, THANE.

(Regulation No. 3 & 24)

SANCTION OF DEVELOPMENT
AMMENDED PERMISSION / COMMENCEMENT CERTIFICATE
सुधारीत परवानगी खालील प्रमाणे

विक्री इमारती करीता : इमारत क्र. १, २, ३, ४, ५, (रहिवास) : स्टिल्ट + ४ पोडीयम + २८ मजले,
इमारत क्र. ६, ७ (रहिवास) : स्टिल्ट + ४ पोडीयम + २९ मजले,
इमारत क्र. ८ (वाणिज्य) : तळ घर + तळ + मेझनाईन मजला + २ मजले.
क्लब हाऊस : तळ + १ मजला (At Podium IIIrd and IVth level)

एम.एम.आर.डी ए. : टाईप अ : स्टिल्ट (पार्ट) + तळ (पार्ट) + १७ मजले
इमारती करिता टाईप बी, सी, डी, ई : स्टिल्ट (पार्ट) + तळ (पार्ट) + १८ मजले
सी.सी. खालील प्रमाणे

विक्री इमारती करीता : इमारत क्र. १, २, ३, ४, ६, ७, : स्टिल्ट + ४ पोडीयम + २८ मजले,
इमारत क्र. ५ : स्टिल्ट + ४ पोडीयम + १ मजला
इमारत क्र. ८ (वाणिज्य) : तळ घर + तळ + मेझनाईन मजला + २ मजले

एम.एम.आर.डी ए. : टाईप अ : स्टिल्ट (पार्ट) + तळ (पार्ट) + १७ मजले
इमारती करिता टाईप बी : स्टिल्ट (पार्ट) + तळ (पार्ट) + १८ मजले,
टाईप सी : स्टिल्ट (पार्ट) + तळ (पार्ट) + १८ मजले
टाईप डी : स्टिल्ट (पार्ट) + तळ (पार्ट) + १८ मजले,
टाईप ई : स्टिल्ट (पार्ट) + तळ (पार्ट) + १८ मजले.

V.P. No. 2007/32 TMC/TDD 180 Date 28/04/2012

To, Shri / Smt. मे. आर्कीटाईप कन्सल्टंट्स (इं.) प्रा. लि. (ता. वि.) (Architect)

Shri / Smt. श्री. जयंत चिंतामण भाडवडेकर ब इतर (मालक)

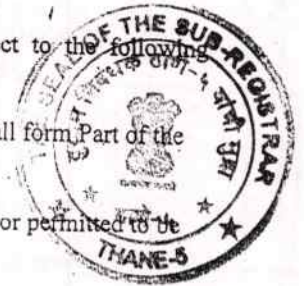
Sir, श्री. दिपक किशन मरोडीया (मुखत्यारपत्रधारक)

With reference to your application No. ६५२६ dated १३/१२/२०११ For development
८२२८ १२/०५/२०११
Permission/grant of commencement certificate under sections 45 & 69 of the Maharashtra Regional
and Town Planning Act, 1966 to carry out development work and or to erect building No. वरिल प्रमाणे in
village मानपाडा Sector No. IV Ward No. _____ situated at Road/ Street CTS No. / H.No. / T.No.

प्लॉन नं. ५२/१ (पार्ट), ५२/२ व ५२/३

The development permission / the commencement certificate is granted subject to the following conditions.

- 1) The land vacated in consequences of the enforcement of the set back line shall form Part of the public street.
- 2) No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
- 3) The development Permission / Commencement certificate shall remain valid for a period of one year commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) परवानगी/सी.सी. ठा.म.पा/ श.वि.वि/३८७ दि.२५/१०/२०१० मधील संबंधित अटी राहतील.



न न - ५
ऑपणावर बंधनकारक १२०१५
६२/८४

- ६) या पुर्वीच्या सर्व परवानगी/सी.सी./मधील संबंधित अटी बंधनकारक राहतील.
- ७) एम.एम.आर.डी.ए.ने दिलेले कालबद्ध कार्यक्रमानुसार बांधकाम करणे आवश्यक. भविष्यात सदर बाबत कोणताही वाद निर्माण झाल्यास त्याची सर्व जबाबदारी बिकासकावर राहिल.तसेच एम.एम.आर.डी.ए. ने वेळोवेळी दिलेला नाहरकत दाखल्यातील अटी बंधनकारक राहतील.
- ८) विक्री इमारती खालील क्षेत्र व एम.एम.आर.डी.ए. ला द्यावयाचे क्षेत्र यांचे स्वतंत्र ७/१२ उतारे उर्वरीत ०.५० भुनिर्देशकांचे सी.सी. पुर्वी दाखल करणे आवश्यक राहिल.
- ९) सुधारीत आराखड्याच्या इमारतीसाठी वापर परवान्यापुर्वी अग्निशमन विभागाचा नाहरकत दाखला सादर करणे आवश्यक.
- १०) रेंटल इमारतीच्या १४ मजल्यावरील इमारतीचे बांधकाम सुरु करणेपुर्वी पर्यावरण विभागाचा सुधारीत नाहरकत दाखला सादर करणे बंधनकारक राहिल.
- ११) विक्री इमारत क्र.६ व ७ च्या उर्वरीत मजल्याच्या सी.सी. पुर्वी सुधारीत अग्निशमन विभागाचा नाहरकत दाखला सादर करणे आवश्यक राहिल.
- १२) विक्री इमारतीच्या २.०० भुनिर्देशांकाचा वापर परवाना एम.एम.आर.डी.ए. बरोबरील करारनामा अंतिम होईपर्यंत रोखून धरण्यात येईल.
- १३) सुधारीत कामगार कल्याणकारी सेवा कराचा भरणा नियमानुसार वेळोवेळी करणे बंधनकारक राहिल.



PLEASE NOTE THAT DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNISABLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

तारीख - ५
वस्तु क्रमांक 3822 / 2094
६३/८४

विकासा नियंत्रण विभागावतीनुसार आवश्यक त्या परवानगी व भंग बांधकाम वापर करणे, महाराष्ट्र अधिनियम ५२ नुसार दखलपत्र गुन्हा आहे. त्यासाठी जमिनीत जात ३ वर्षे कॅद व रु ५०००/- दंड होऊ शकतो.



Yours faithfully

[Signature]
कार्यकारी अभियंता,
शहर विकास विभाग,
ठाणे महानगरपालिका ठाणे

Municipal Corporation
the city of Thane,

Copy to:-

- 1) Hon. Metropolitan Commissioner, M.M.R.D.A.
For information and necessary action,
- 2) Dy. Municipal commissioner - Zone
- 3) E.E. (Encroachment)
- 4) Competent Authority (U.L.C)
For Sec.20,21,& 22 if required
- 5) TILR for necessary correction in record of

67



Certificate No. 000419

THANE MUNICIPAL CORPORATION, THANE.

(Regulation No. 3 & 24)

SANCTION OF DEVELOPMENT
PERMISSION / COMMENCEMENT CERTIFICATE
सुधारित परवानगी खालील प्रमाणे

विक्री इमारती करीता : इमारत क्र. १, २, ३, ४, ५, ६, ७ (रहिवास) : स्टिल्ट + ४ पोडीयम + २९ मजले,
इमारत क्र. ८ (वाणिज्य) : तळ घर + तळ + मेझनाईन मजला + १ मजला + २ मजला
एम.एम.आर.डी.ए. : टाईप अ, बी, सी, डी, ई : स्टिल्ट (पार्ट) + तळ (पार्ट) + १४ मजले
इमारती करिता

सी.सी. खालील प्रमाणे

विक्री इमारती करीता : इमारत क्र. १ व २ : स्टिल्ट + ४ पोडीयम + २९ मजले,
इमारत क्र. ७ : स्टिल्ट + ४ पोडीयम + २२ मजले
इमारत क्र. ८ (वाणिज्य) : तळ घर + तळ + मेझनाईन मजला + १ मजला + २ मजला
एम.एम.आर.डी.ए. : टाईप अ : स्टिल्ट (पार्ट) + तळ (पार्ट) + १४ मजले
इमारती करिता : टाईप बी : स्टिल्ट (पार्ट) + तळ (पार्ट) + १४ मजले,
टाईप सी : स्टिल्ट (पार्ट) + तळ (पार्ट) + १४ मजले
टाईप डी : स्टिल्ट (पार्ट) + तळ (पार्ट) + २ मजले,
टाईप ई : स्टिल्ट (पार्ट) + तळ (पार्ट) + १ मजला

V.P. No. 2007/32 TMC/TDD 387 Date 25/10/2010To, Shri / Smt. मे. आर्कीटाईप कन्सल्टंट्स (इं.) प्रा. लि. (वा. वि.) (Architect)Shri / Smt. श्री. जयंत चिंतामण भायवडेकर (मालक)Sir, श्री. दिपक विठ्ठल काड्या (मालक/प्रकारक)

With reference to your application No. 4999 dated 09/04/2010 For development
Permission/grant of commencement certificate under sections 55 & 69 of the Maharashtra Regional
and Town Planning Act, 1965 to carry out development work and/or erect building No. वरिल प्रमाणे in
village मानपाडा Sector IV Ward No. 42/3 situated at राजपुत्र Street C.T.S. No./H.N.S./T.No.
गट नं. ५२/१ (पार्ट), ५२/२ व ५२/३

the development permission / the commencement certificate is granted subject to the following conditions.

- 1) The land vacated in consequences of the abandonment of the set back line shall form Part of the public street.
- 2) No new building or part thereof shall be occupied or allowed to be occupied or used by any person until occupancy permission has been granted.
- 3) The development Permission / Commencement certificate shall remain valid for a period of one year commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) विक्री इमारतीखालील क्षेत्र व एम.एम. आर.डी.ए. ला दयावयाचे क्षेत्र यांचे स्वतंत्र ७/१२ उताऱे जाल्यापूर्वी सादर करणे आवश्यक.
- 6) उर्वरित सी.सी. पुर्वी-एम.एम. आर.डी.ए. सोबतचा करारनामा दाखल करणे आवश्यक.
- 7) काम सुरु करणे पुर्वी भूखंडावर सविस्तर माहिती फलक लावणे आवश्यक व तो अंतिम बापर परवान्यापर्यंत कायम ठेवणे आवश्यक.



दस्तावेज - ५
दस्तावेज क्रमांक 387/2009
६०/८०

- ८) योजनेचा बार चार्ट शासन दि.०४/११/०८ निर्देशा प्रमाणे एम.एम. आर.डी.ए. कडून पुढील कोणत्याही मंजूरी पूर्वी मंजूर करून घेणे आवश्यक असेल. एम.एम. आर.डी.ए. ने दिलेल्या कालबद्ध कार्यक्रमानुसार बांधकाम करणे अर्जदारावर बंधनकारक राहिल.
- ९) जोत्या पूर्वी व वापर परवान्यापूर्वी आर.सी.सी. राजांकडील स्ट्रक्चरल स्टीबिलीटी प्रमाणपत्र सादर करणे आवश्यक.
- १०) जोत्या पूर्वी ड्रेनेज विभागाकडील स्टॉर्म वॉटर ड्रेन बाबत नाहरकत दाखल नकाशासह सादर करणे आवश्यक.
- ११) रेन्टल हौसिंगचे इमारतीचे काम विक्री इमारतीचे कामा पूर्वी पूर्ण करणे आवश्यक तोपर्यंत विक्री इमारतीस वापर परवाना अदा करता येणार नाही.
- १२) रेन्टल हौसिंगचे वापर परवाना पूर्वी मा. मेट्रोपोलिटियन कमिशन सौ. यांच्याकडील नियमानुसार शुल्क भरण केल्याच्या पावत्या सादर करणे आवश्यक.
- १३) वृक्ष, पाणी व ड्रेनेज विभागाकडील नाहरकत दाखले वापर परवानापूर्वी दाखल करणे आवश्यक.
- १४) वापर परवानापुर्वी टेरेसवर पाणी गरम करण्याची सोलार सिस्टीम कार्यान्वीत करणे आवश्यक.
- १५) वापर परवान्यापूर्वी रेन वॉटर हार्वेस्टिंग बाबत तरतूद करणे आवश्यक.
- १६) सब स्टेशनकरीता चे नकाशे म.रा.वि.म. कंपनी कडून मंजूर करून या कार्यालयास दाखल करणे आवश्यक राहिल.
- १७) भूखंडाचे नालकी बाबत कोणताही वाद निर्माण झाल्यास त्याची संपूर्ण जबाबदारी मालक / विकासक यांची राहिल व त्यास ठा.म.पा. जबाबदार राहणार नाही.
- १८) बांधकामास ठा.म.पा. पाणी पुरवठा करणार नाही फक्त पिण्याचे पाणी उपलब्धतेनुसार पुरविण्यात येईल.

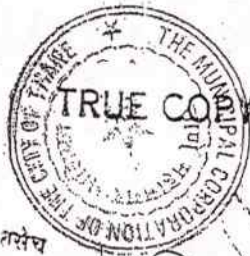
मा. चे नावे करण्याबाबतचे आपण दाखल केलेले हमीपत्र आपणांवर बंधनकारक राहिल. वीकली इमारत क्र. १८ ते २१ मजले, इमारत क्र. २, चे १८ ते २१ मजले, इमारत क्र. ७ चे १० ते २२ मजलाचे काम करणे पूर्वी एम.एम.आर.डी.ए. यांचे कडील नाहरकत दाखला सादर करणे आवश्यक.



WARNING: PLEASE NOTE THAT DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNISABLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

Yours faithfully

[Signature]
16/110
कार्यकारी अभियंता,
शहर विकास विभाग,
ठाणे महानगरपालिका ठाणे
Municipal Corporation
the city of Thane,



3822
1209
सावधान
महानगरपालिका

Archetype consultants (i) pvt. ltd.
& interior designers
102, shri sankh epts,
anchpakhadi, thane-40602 5366868

Copy to:-

- 1) Hon. Metropolitan-Commissioner, M.M.R.D.A.
For information and necessary action,
- 2) Dy.Municipal commissioner - Zone
- 3) E.E. (Encroachment)
- 4) Competent Authority (U.L.C)
For Sec.20,21,& 22 if required
- 5) TILR for necessary correction in record of
Land is affected by Road widening / reservation.



THANE MUNICIPAL CORPORATION, THANE

(Regulation No. 3 & 24)

AMENDED SANCTION OF DEVELOPMENT PERMISSION / COMMENCEMENT CERTIFICATE SALE BUILDINGS

Residential Bldgs. Bldg. No.1 & 2 - Stilt + 5 Podium + 4 Floors, Bldg. No.3, 4, 5, 6 & 7 - Stilt + 5 Podium + 28 Floors, Commercial Bldg No.8 :- Basement + Gr. + 1st Mezz. Flr. + 1st Flr. + 2nd Mezz. Flr. Temporary Structure - Ground Only.

V. P. No. 2007/32

TMC / TDD 740

Date: 22/2/10

To, Shri/Smt Archetype Consultants (i) Pvt. Ltd (Architect)
Shri. Jayant Chintaman Bhatvadekar
Shri. & Others
Deepak K. Goradia (Owners)
(POAH)

With reference to your application No. 57/30 dated 11.11.2009 for development permission / grant of commencement certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. As Above in village Chitalsar Manpada IV situated at Road/Street G.B.Road S.No. / C. A.S. No. / F.P. No. 52/1 (pt), 52/2 & 52/3 Village Chitalsar Manpada

the development permission and commencement certificate is given subject to the following conditions.

- 1) The land vacated in consequence of the enforcement of the set back line shall form part of the public street.
- 2) No New building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permit has been granted.
- 3) The development permission / Commencement Certificate shall remain valid for a period of one year Commencing from the date of issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) This permission is pursuant to Locational Clearance from MMRDA vide their letter dated 13.11.2009
- 6) विकी इमारतीबाबतील क्षेत्र व MMRDA ला द्यावावाच क्षेत्र याचे स्वतंत्र 19/12 उतारे जोत्या पुर्वी सादर करणे आवश्यक.
- 7) काम सुरु करणेपुर्वी सादर लेआऊट MMRDA कडून मंजूर करून घेणे आवश्यक आहे.
- 8) सि.सि. पुर्वी MMRDA सोबतचा करारनामा दाखल करणे आवश्यक.
- 9) रेंटल होसिंग योजनेमधील इमारतीकरीता सी.सी. पुर्वी अग्निशमन विभागाकडील नाहरकव दाखला सादर करणे आवश्यक.
- 10) रेंटल होसिंग योजनेचा बांधकामाचा कार्यक्रम बार चार्ट MMRDA कडून काम सुरु करणेपुर्वी मंजूर करून घेणे आवश्यक.

WARNING : PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONALAND TOWN PLANNING ACT. 1966.

Yours faithfully

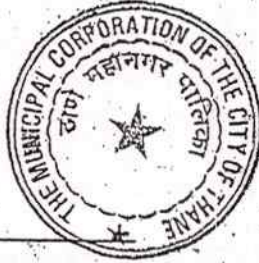


Office No. _____
Office Stamp _____
Date _____
Issued _____

Municipal Corporation of the city of, Thane.

P.T.O.
तनन - 4
दस्त 321 / 2094
क्रमांक EE / 08

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- 11) काम सुरु करणेपूर्वी भूखंडावर सविस्तर माहिती फ्लाक लावणे आवश्यक व अंतिम वापर परवाना पर्यंत कायम ठेवणे आवश्यक.
 - 12) जोत्यापूर्वी व वापरपरवानापूर्वी आर.सी.सी. तज्ञांकडील स्ट्रक्चरल स्टॅबिलिटी प्रमाणपत्र दाखल करणे आवश्यक.
 - 13) जोत्यापूर्वी ड्रेनेज विभागाकडील स्टॉर्म वॉटर ड्रेन बाबत नाहरकत दाखला नकाशासह सादर करणे आवश्यक.
 - 14) रेन्टल हौसिंग इमारतीचे काम विक्री इमारतीचे कामापूर्वी पूर्ण करणे आवश्यक तोपर्यंत विक्री इमारतीचे वापरपरवाना अदा केला जाणार नाही.
 - 15) रेन्टल हौसिंग इमारतीचे वापरपरवाना पूर्वी मा. मेट्रोपोलिटन कमिशनर सो. यांचेकडे नियमानुसार शुल्क भरणे केल्याच्या पावत्या सादर करणे आवश्यक.
 - 16) वृक्ष, पाणी व ड्रेनेज विभागाकडील नाहरकत दाखले वापरपरवान्यापूर्वी दाखल करणे आवश्यक.
 - 17) वापरपरवान्यापूर्वी टेरेसवर पाणी गरम करण्याची सोलार सिस्टिम कार्यान्वीत करणे आवश्यक.
 - 18) वापरपरवानापूर्वी रेन वॉटर हार्वेस्टिंग बाबत तरतूद करणे आवश्यक.
 - 19) सव-स्टेशन करिताचे नकाशे म.रा.वि. कंपनीकडून मंजूर करून या कार्यालयास दाखल करणे आवश्यक राहिल.
 - 20) प्रथम रेन्टल इमारतीचे बांधकाम व त्यानंतर सेल इमारतीचे बांधकाम यांचे वाढीव अनुज्ञेय भुनिर्देशांकाचे प्रमाण पुढील संबंधीत परावनग्या देण्यात येतील.
 - 21) Locational Clearance मधील अटी आपणावर बंधनकारक राहतील.
 - 22) भूखंडाचे हद्दीबाबत कोणताही वाद निर्माण झाल्यास त्याची संपूर्ण जबाबदारी मालक/विकासक यांची राहिल. ठा.म.पा. त्यास जबाबदार राहणार नाही.
 - 23) बांधकामास ठा.म.पा. पाणीपुरवठा करणार नाही. फक्त पिण्याचे पाणी उपलब्धतेनुसार पुरविण्यात येईल.
 - 24) महापालिकेच्या ताब्यात द्यावयाचे क्षेत्राकरीता घोषणापत्र सी.सी.पूर्वी दाखल करणे. तसेच जोत्यापूर्वी सादर होणाऱ्या ताब्यात देणे आवश्यक आहे.
 - 25) It shall be responsibility of applicant to comply with the conditions stipulated in MMRDA vide their Locational Clearance dated 13.11.2009 & conditions imposed on them in future.



Your's faithfully,

Office No. _____
 Office Stamp _____
 Date _____
 Issued _____

[Signature]
 (TDO)

EXECUTIVE ENGINEER,
 TOWN DEVELOPMENT DEPARTMENT
 Municipal Corporation of
 the City of Thane.

Copy to :-

1. Hon. Addl. Metropolitan Commissioner, MMRDA for information & necessary action.
2. Dy. Municipal Commissioner - Zone.
3. E.E. (Encroachment)
4. Competent Authority (U.L.C.)
 For Sec.20, 21 & 22 if required
5. TILR for necessary correction in record of Land is affected by Road, Widening / reservation.

सावधान

या नकाशात बांधकाम न करणे विकासास नियंत्रण निधमाबलीनुसार आवश्यक परवानग्या न घेता बांधकाम वापर करणे, मह प्रादेशिक व नगर स्वभा अधिनियमाचे कलम 47 अन्वये अन्वयानुसार दखलपत्र गुन्हा आहे. त्यासाठी जाल्ले ३ वर्षे कैद व रु ५०००/- दंड होऊ शकतो.



२०१४ - १५
३६६६ / २०१५
६०० / ८०

71

X 4 = 11.98 SQ.MT.
X 4 = 15.00 SQ.MT.
X 2 = 100.58 SQ.MT.
X 4 = 32.20 SQ.MT.
X 2 = 20.58 SQ.MT.
X 2 = 15.28 SQ.MT.
X 2 = 2.58 SQ.MT.
X 1 = 8.68 SQ.MT.
X 1 = 82.55 SQ.MT.
X 2 = 7.98 SQ.MT.
X 1 = 87.33 SQ.MT.
X 1 = 9.90 SQ.MT.
X 2 = 28.74 SQ.MT.
X 2 = 4.14 SQ.MT.
X 2 = 12.02 SQ.MT.
X 2 = 14.56 SQ.MT.
X 1 = 8.23 SQ.MT.
X 2 = 3.22 SQ.MT.
X 2 = 0.96 SQ.MT.

FLOOR PLANS, AREA DIAGRAM, AREA CALC. STILT FLOOR PLAN,
STAIRCASE AREA STATEMENT, SUMMARY, SECTION, ETC.
STAMP OF DATE OF APPROVAL OF PLANS.

Plans are approved Subject to conditions prescribed in permit No. V.P. 2007/32
TMC/TDD Dated: 7/6/10

Deputy Engineer (TDD) Town Development & Planning Officer (T.D.O.)



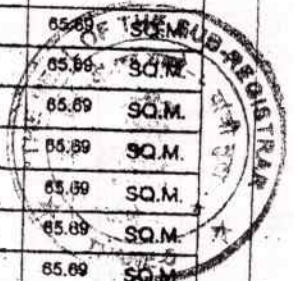
सावधान

मंजूर नकाशासुसार धोरणानुसार न सर्व्हे तसेच विकास नियंत्रण निधामावधीनुसार इत्येवढेक त्या परवानग्या न घेता बांधकाम वापर करणे, महाराष्ट्र प्रादेशिक व नगर प्रमाण अधिनियमानुषंग कलम ५२ अनुसार दखलनाम नुसार आलेल्या अटी व शर्तीत जास्तीत जास्त ३ वर्षे वैध व ५ ५०००/- लाऊ शकतो.

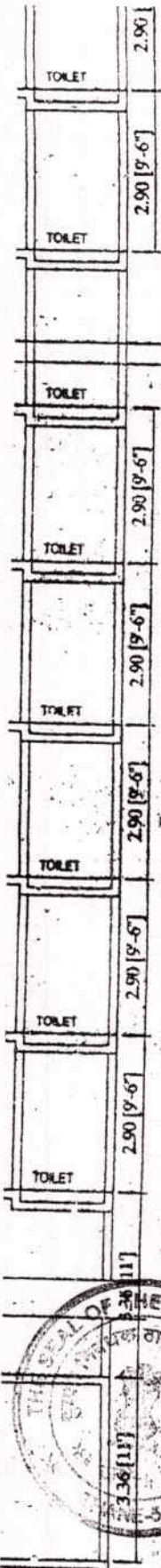
होल
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द
स



FLOOR AREA SUMMARY			STAIRCASE AREA SUMMARY		
STILT FLOOR			STILT FLOOR	23.21	SQ.M.
1ST FLOOR	433.51	SQ.M.	1ST FLOOR	65.69	SQ.M.
2ND FLOOR	433.51	SQ.M.	2ND FLOOR	65.69	SQ.M.
3RD FLOOR	433.51	SQ.M.	3RD FLOOR	65.69	SQ.M.
4TH FLOOR	433.51	SQ.M.	4TH FLOOR	65.69	SQ.M.
5TH FLOOR	433.51	SQ.M.	5TH FLOOR	65.69	SQ.M.
6TH FLOOR	433.51	SQ.M.	6TH FLOOR	65.69	SQ.M.
7TH FLOOR	433.51	SQ.M.	7TH FLOOR	65.69	SQ.M.
8TH FLOOR	324.82	SQ.M.	8TH FLOOR	65.69	SQ.M.
9TH FLOOR	433.51	SQ.M.	9TH FLOOR	65.69	SQ.M.
10TH FLOOR	433.51	SQ.M.	10TH FLOOR	65.69	SQ.M.
11TH FLOOR	433.51	SQ.M.	11TH FLOOR	65.69	SQ.M.
12TH FLOOR	433.51	SQ.M.	12TH FLOOR	65.69	SQ.M.
13TH FLOOR	324.82	SQ.M.	13TH FLOOR	65.69	SQ.M.
14TH FLOOR	433.51	SQ.M.	14TH FLOOR	65.69	SQ.M.
15TH FLOOR	433.51	SQ.M.	15TH FLOOR	65.69	SQ.M.
16TH FLOOR	433.51	SQ.M.	16TH FLOOR	65.69	SQ.M.
17TH FLOOR	433.51	SQ.M.	17TH FLOOR	65.69	SQ.M.
18TH FLOOR	324.82	SQ.M.	18TH FLOOR	65.69	SQ.M.
19TH FLOOR	433.51	SQ.M.	19TH FLOOR	65.69	SQ.M.
20TH FLOOR	433.51	SQ.M.	20TH FLOOR	65.69	SQ.M.
21ST FLOOR	433.51	SQ.M.	21ST FLOOR	65.69	SQ.M.
22ND FLOOR	433.51	SQ.M.	22ND FLOOR	65.69	SQ.M.
23RD FLOOR	324.82	SQ.M.	23RD FLOOR	65.69	SQ.M.
24TH FLOOR	433.51	SQ.M.	24TH FLOOR	65.69	SQ.M.
25TH FLOOR	433.51	SQ.M.	25TH FLOOR	65.69	SQ.M.
26TH FLOOR	433.51	SQ.M.	26TH FLOOR	65.69	SQ.M.
27TH FLOOR	433.51	SQ.M.	27TH FLOOR	65.69	SQ.M.
28TH FLOOR	324.82	SQ.M.	28TH FLOOR	65.69	SQ.M.
TOTAL AREA	11594.83	SQ.M.	TOTAL AREA	1837.53	SQ.M.



362K/2009
6L/10



11TH FLOOR	433.51	SQ.M.	11TH FLOOR	65.69	SQ.M.
12TH FLOOR	433.51	SQ.M.	12TH FLOOR	65.69	SQ.M.
13TH FLOOR	324.82	SQ.M.	13TH FLOOR	65.69	SQ.M.
14TH FLOOR	433.51	SQ.M.	14TH FLOOR	65.69	SQ.M.
15TH FLOOR	433.51	SQ.M.	15TH FLOOR	65.69	SQ.M.
16TH FLOOR	433.51	SQ.M.	16TH FLOOR	65.69	SQ.M.
17TH FLOOR	433.51	SQ.M.	17TH FLOOR	65.69	SQ.M.
18TH FLOOR	324.82	SQ.M.	18TH FLOOR	65.69	SQ.M.
19TH FLOOR	433.51	SQ.M.	19TH FLOOR	65.69	SQ.M.
20TH FLOOR	433.51	SQ.M.	20TH FLOOR	65.69	SQ.M.
21ST FLOOR	433.51	SQ.M.	21ST FLOOR	65.69	SQ.M.
22ND FLOOR	433.51	SQ.M.	22ND FLOOR	65.69	SQ.M.
23RD FLOOR	324.82	SQ.M.	23RD FLOOR	65.69	SQ.M.
24TH FLOOR	433.51	SQ.M.	24TH FLOOR	65.69	SQ.M.
25TH FLOOR	433.51	SQ.M.	25TH FLOOR	65.69	SQ.M.
26TH FLOOR	433.51	SQ.M.	26TH FLOOR	65.69	SQ.M.
27TH FLOOR	433.51	SQ.M.	27TH FLOOR	65.69	SQ.M.
28TH FLOOR	324.82	SQ.M.	28TH FLOOR	65.69	SQ.M.
TOTAL AREA	11594.83	SQ.M.	TOTAL AREA	1887.83	SQ.M.

CERTIFICATE OF AREA

CERTIFIED THAT THE PLOT UNDER REFERENCE WAS SURVEYED BY ME ON [] AND THE DIMENSIONS OF SIDES, ETC. OF PLOT STATED ON PLAN ARE AS MEASURED ON SITE AND THE AREA SO WORKED OUT TALLIES WITH THE AREA STATED IN DOCUMENTS OWNERSHIP.

SIGNATURE OF LICENSED ARCHITECT

DESCRIPTION OF PROPOSAL AND PROPERTY

PROPOSED BUILDING ON PLOT BEARING NEW GUT NO.52/1 (PT), GUT NO.52/2, GUT NO.52/3 AT CHITALSAR MANPADA - THANE.

NAME OF OWNER

FOR,

[Signature]

M/S. FRIENDS DEVELOPMENT CORPORATION (P.O.A. HOLDER)

ARCHITECTS NAME AND ADDRESS

[Signature]

archetype consultants (I) pvt.ltd.

a/101,102, shree sarika apta, above shiv sagar restaurant, penchpakhadi, thane - 400 602.



3000
MUNICIPALITY STANDST BALKUMTYPE DESIGNS & LAYOUT MMRDA PHASE I & INSALE BLDG; TYPE DESIGNTYPE D. deg

PROFORMA - B

CONTENT OF SHEET

BLDG. NO.-1 (PODIUM+ STILT + 23 FL.)

FLOOR PLANS, AREA DIAGRAM, AREA CALC. STILT FLOOR PLAN,

STAIRCASE AREA STATEMENT, SUMMARY, SECTION, ETC....

STAMP OF DATE OF APPROVAL OF PLANS

Plans are approved Subject to conditions prescribed in permit No. V.P. 2007/32

TMC/TDD Dated: 16/4/10

[Signature]
76/4
Deputy Engineer
(TDD)

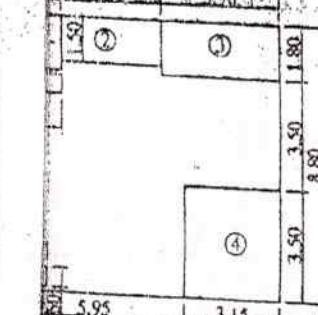
[Signature]
Town Development & Planning Officer
(T.D.O)

Thane Municipal Corporation of
The City of Thane



सावधान

"मंजूर नकाशांनुसार बांधकाम न करणें तसेच विकास नियंत्रण विभागातील नकाशांनुसार आवश्यक त्या परवानग्या न घेता बांधकाम करणे, महाराष्ट्र प्रादेशिक व नगर नियंत्रण कायद्याचे कलम पर अनुसार दखल घ्यावा. यासाठी जास्तीच जास्त ३ वर्षे केवळ व रु ५००००० खर्च होऊ शकतो."



REFUGE FLOOR

OF REFUGE FLR. & 23th FLR.)

X 1	= 109.91 SQ.MT.
X 1	= 6.46 SQ.MT.
X 1	= 5.02 SQ.MT.
X 1	= 7.02 SQ.MT.
X 1	= 11.02 SQ.MT.
X 1	= 10.27 SQ.MT.
X 1	= 1.28 SQ.MT.
X 1	= 0.73 SQ.MT.
	= 41.80 SQ.MT.

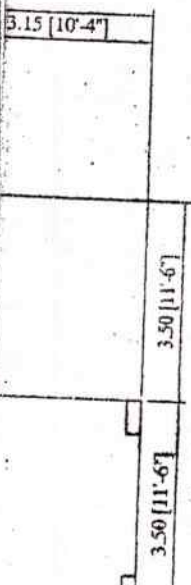
AREA = 68.11 SQ.MT.

ALCULATION

8 X 10%	= 25.81 SQ.MT.
ONLY	
X 2	= 10.24 SQ.MT.
X 2	= 13.10 SQ.MT.
X 1	= 6.35 SQ.MT.
AREA	= 29.69 SQ.MT.
AREA	= 3.88 SQ.MT.

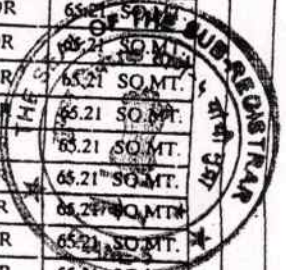
B/UP AREA

8th, 13th, 18th & 23rd FLR. AREA	68.11 SQ.MT.
ACCESS BAL.	= 3.88

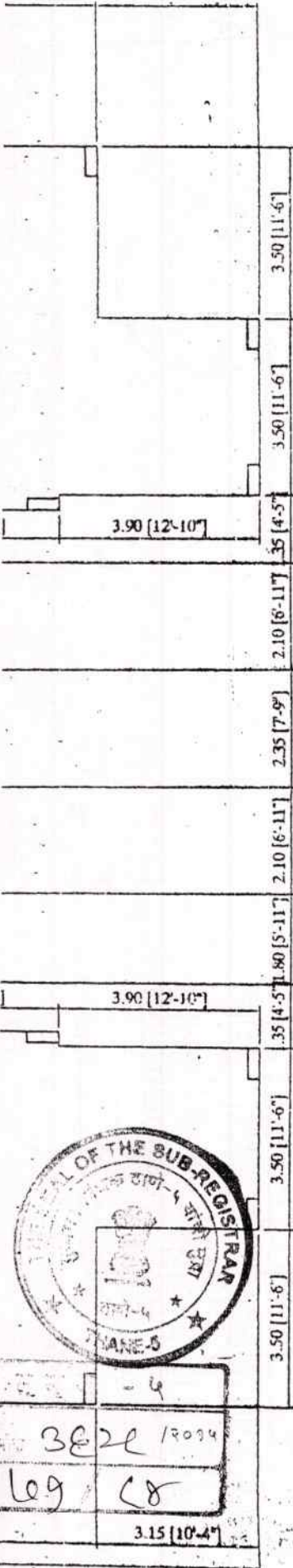


FLOOR SUMMARY	
GR. FLOOR	STILT
1st FLOOR	326.29 SQ.MT.
2nd FLOOR	326.29 SQ.MT.
3rd FLOOR	326.29 SQ.MT.
4th FLOOR	326.29 SQ.MT.
5th FLOOR	326.29 SQ.MT.
6th FLOOR	326.29 SQ.MT.
7th FLOOR	326.29 SQ.MT.
8th FLOOR	262.06 SQ.MT.
9th FLOOR	326.29 SQ.MT.
10th FLOOR	326.29 SQ.MT.
11th FLOOR	326.29 SQ.MT.
12th FLOOR	326.29 SQ.MT.
13th FLOOR	262.06 SQ.MT.
14th FLOOR	326.29 SQ.MT.
15th FLOOR	326.29 SQ.MT.
16th FLOOR	326.29 SQ.MT.

STAIRCASE SUMMARY	
GR. FLOOR	65.21 SQ.MT.
1st FLOOR	65.21 SQ.MT.
2nd FLOOR	65.21 SQ.MT.
3rd FLOOR	65.21 SQ.MT.
4th FLOOR	65.21 SQ.MT.
5th FLOOR	65.21 SQ.MT.
6th FLOOR	65.21 SQ.MT.
7th FLOOR	65.21 SQ.MT.
8th FLOOR	65.21 SQ.MT.
9th FLOOR	65.21 SQ.MT.
10th FLOOR	65.21 SQ.MT.
11th FLOOR	65.21 SQ.MT.
12th FLOOR	65.21 SQ.MT.
13th FLOOR	65.21 SQ.MT.
14th FLOOR	65.21 SQ.MT.
15th FLOOR	65.21 SQ.MT.
16th FLOOR	65.21 SQ.MT.



100 / 2094



1st FLOOR	326.29	SQ.MT.
2nd FLOOR	326.29	SQ.MT.
3rd FLOOR	326.29	SQ.MT.
4th FLOOR	326.29	SQ.MT.
5th FLOOR	326.29	SQ.MT.
6th FLOOR	326.29	SQ.MT.
7th FLOOR	326.29	SQ.MT.
8th FLOOR	262.06	SQ.MT.
9th FLOOR	326.29	SQ.MT.
10th FLOOR	326.29	SQ.MT.
11th FLOOR	326.29	SQ.MT.
12th FLOOR	326.29	SQ.MT.
13th FLOOR	262.06	SQ.MT.
14th FLOOR	326.29	SQ.MT.
15th FLOOR	326.29	SQ.MT.
16th FLOOR	326.29	SQ.MT.
17th FLOOR	326.29	SQ.MT.
18th FLOOR	262.06	SQ.MT.
19th FLOOR	326.29	SQ.MT.
20th FLOOR	326.29	SQ.MT.
21st FLOOR	326.29	SQ.MT.
22nd FLOOR	326.29	SQ.MT.
23rd FLOOR	262.06	SQ.MT.
24th FLOOR	326.29	SQ.MT.
25th FLOOR	326.29	SQ.MT.
26th FLOOR	326.29	SQ.MT.
27th FLOOR	326.29	SQ.MT.
28th FLOOR	262.06	SQ.MT.
TOTAL AREA	8814.97	SQ.MT.

1st FLOOR	65.21	SQ.MT.
2nd FLOOR	65.21	SQ.MT.
3rd FLOOR	65.21	SQ.MT.
4th FLOOR	65.21	SQ.MT.
5th FLOOR	65.21	SQ.MT.
6th FLOOR	65.21	SQ.MT.
7th FLOOR	65.21	SQ.MT.
8th FLOOR	65.21	SQ.MT.
9th FLOOR	65.21	SQ.MT.
10th FLOOR	65.21	SQ.MT.
11th FLOOR	65.21	SQ.MT.
12th FLOOR	65.21	SQ.MT.
13th FLOOR	65.21	SQ.MT.
14th FLOOR	65.21	SQ.MT.
15th FLOOR	65.21	SQ.MT.
16th FLOOR	65.21	SQ.MT.
17th FLOOR	65.21	SQ.MT.
18th FLOOR	65.21	SQ.MT.
19th FLOOR	65.21	SQ.MT.
20th FLOOR	65.21	SQ.MT.
21st FLOOR	65.21	SQ.MT.
22nd FLOOR	65.21	SQ.MT.
23rd FLOOR	65.21	SQ.MT.
24th FLOOR	65.21	SQ.MT.
25th FLOOR	65.21	SQ.MT.
26th FLOOR	65.21	SQ.MT.
27th FLOOR	65.21	SQ.MT.
28th FLOOR	65.21	SQ.MT.
TOTAL AREA	1891.09	SQ.MT.

CERTIFICATE OF AREA

CERTIFIED THAT THE PLOT UNDER REFERENCE WAS SURVEYED BY ME ON ... AND THE DIMENSIONS OF SIDES, ETC. OF PLOT STATED ON PLAN ARE AS MEASURED ON SITE AND THE AREA SO WORKED OUT TALLIES WITH THE AREA STATED IN DOCUMENTS OWNERSHIP

SIGNATURE OF LICENSED ARCHITECT

DESCRIPTION OF PROPOSAL AND PROPERTY

PROPOSED BUILDING ON PLOT BEARING NEW GUT NO.52/1 (PT), GUT NO.52/2, GUT NO.52/3 AT. CHITALSAR MANPADA - THANE.

NAME OF OWNER

FOR,

M/S. FRIENDS DEVELOPMENT CORPORATION
(P.O.A. HOLDER)

ARCHITECTS NAME AND ADDRESS



archetype
CONSTRUCTION (P) PVT. LTD.

a/101,102, shree sarika apts, above shiv sagar restaurant
panchpakhandi, thane - 400 802.



3822	1/09/24
leg	CS
3.15 [10'-4"]	

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Customer's Copy
THE KAPOL CO-OP. BANK LTD.
 FRANKING DEPOSIT SLIP

Branch: FORT Date: 20/09/10
 Pay to: Acct. Stamp Duty
 Franking Value Rs. 500
 Service Charges Rs.
 TOTAL Rs. 500

Name & Address of the Stamp duty paying party
 Friends Development (Imperia)
 DOSTI GROUP
 LAWYERS AND MAYO
 216, DR. D. N. ROAD
 FORT, MUMBAI
 DD/Cheque No. 01173301
 Drawn on
 For Bank Use Only
 Tran ID
 PL-546 Rs.
 Franking Sr. No. 111
 Cashier
 Officer

POWER OF ATTORNEY

TO ALL TO WHOM these presents shall come We, (1) SHRI PANKAJ NAROTTAM SHAH, (2) SHRI NARENDRA RAMNIRANJAN JAIN and (3) SHRI HEMAN NARAYANDAS ASHAR, all Indian Inhabitants, and having our office address at Dosti Imperia, Opp. R. Mall, Ghondbunder Road, Thane (West) - 400 607., SE

GREETINGS :

WHEREAS one FRIENDS DEVELOPMENT CORPORATION (IMPERIA) PVT. LTD., a Company duly registered under the provisions of the Indian Companies Act, 1956, carrying on business as builders and developers and having its office at Dosti Imperia, Opp. R. Mall, Ghondbunder Road, Thane (West) - 400 607., referred to as "the said Company"), have vide a Power of Attorney dated September, 2010 said POA) appointed us as their constituted Attorneys for the purpose of executing and registering from time to time several documents/deeds etc. regarding sale of constructed units like flats/godowns/stilt offices/shops/ godowns/Car parking spaces/basements etc. in their project Dosti Imperia Project, at Thane, on what is known as ownership basis and to do therefor registration and/or admit execution thereof before the registering authority photocopy of the said POA dated September, 2010 is Annexed hereto and marked as Annexure "A".

AUTHORIZED SIGNATORY
 Fort Branch, Vithaldas Chambers, Ground Floor, Horni Mody Street, 16, Mumbai, Samachar, Fort, Fort, Mumbai 400 001.
 1092/01/05/1973-76



Handwritten box containing registration details:
 12094
 63/55

INDIA
 129661
 SEP 20 2010

77

PS

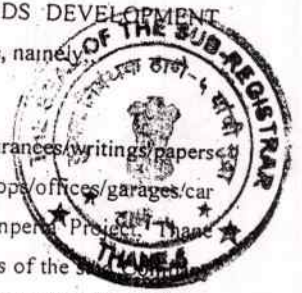
AND WHEREAS under clause 7 of the said POA, we have been granted powers to appoint one or more substitute/s and delegate the power of registering the documents/deeds/agreements, etc. and/or admitting execution thereof and receiving it back when it has been duly registered, from the concerned authority, with the authority to remove the said substitute/s or delegates at pleasure and to appoint another or others in their place.

AND WHEREAS in our capacity as constituted attorney/s of the FRIENDS DEVELOPMENT CORPORATION (IMPERIA) PVT. LTD., We have executed and/or executing and/or required to execute several agreements/ documents/deeds etc. regarding sale of constructed units like flats/garages/ stilt/offices/shops/ godowns/Car parking spaces/basements etc. at Dosti Imperia Project, Thane from time to time on what is known as ownership basis ("Constructed Units") and to lodge them for registration and/or admit execution thereof before the registering authorities.

AND WHEREAS due to our busy schedule we are not able to personally remain present for registration of the said documents hence we exercise our power to appoint substitutes and hereby appoint and authorise (i) SHRI GOVIND SOPAN KAKADE, (ii) SURESH VASANT THORVE, (iii) SUDHIR S. CHAVHAN (iv) VIVEK B. GAIKWAD, (v) PANKAJ D. SANGHAVI to attend the office of the Sub-Registrar at Thane to present the said documents for registration and admit execution thereof and to do all the following acts, deed, matters and things, as follows;

NOW KNOW YE ALL THESE PRESENTS WITNESS that We, (1) SHRI PANKAJ NAROTTAM SHAH, (2) SHRI NARENDRA RAMNIRANJAN JAIN & (3) SHRI HEMAN NARAYANDAS ASHAR, the Constituted Attorneys of M/s. FRIENDS DEVELOPMENT CORPORATION (IMPERIA) PVT. LTD., in our capacity as attorneys of the said Company do hereby substitute and appoint (i) SHRI GOVIND SOPAN KAKADE, (ii) SURESH VASANT THORVE, (iii) SUDHIR S. CHAVHAN (iv) VIVEK B. GAIKWAD, (v) PANKAJ D. SANGHAVI, all of Mumbai Indian Inhabitants having their address at Lawrence & Mayo House, 1st Floor, 276, Dr. D. N. Road, Fort, Mumbai 400 001, jointly and each of them severally to do the following acts, deeds, matters and things for us in our name and on our behalf in our capacity as Constituted Attorneys of said Partnership Firm M/s. FRIENDS DEVELOPMENT CORPORATION (IMPERIA) PVT. LTD., mentioned hereinabove, namely

- To appear before and present all documents/deeds/assurances/writings/papers/agreements for sale of constructed units like flats/shops/offices/garages/car parking spaces/godowns/basements/stilts etc. at Dosti Imperia Project, Thane duly executed by us in our capacity as constituted attorneys of the M/s. FRIENDS DEVELOPMENT CORPORATION (IMPERIA) PVT. LTD., to the registering authorities having authorities to receive and register documents and/or to admit execution thereof, identify our signature thereon and to do all acts, deeds, matters and things necessary for registration of the said document



दस्तावेज क्रमांक	3622	दिनांक	12/09/20
		पृष्ठ	68/28

PS [Handwritten initials]

FRIENDS DEVELOPMENT CORPORATION (IMPERIA) PVT. LTD.

Fort Branch, Yashwantrao Chavan Road, Fort, Mumbai - 400 001

SHRI GOVIND SOPAN KAKADE

CHIEF EXECUTIVE OFFICER

deeds/agreements for sale of constructed units like flats/shops/garages/car parking space/offices/godowns/ basements/stilts etc. at Dosti Imperia Project, Thane before the Registrar/Sub-Registrar of Assurances at Thane and receive it back when it is duly registered from the concerned authorities.

- 2) For any of the purposes mentioned hereinabove to sign all applications, forms, petition, papers, undertakings, terms and conditions etc. as may from time to time be required by various Government or local authorities or any other person or as may be necessary or required from time to time with respect or relating to or concerning registration of such documents/deeds/ agreements for sale of constructed units like flats/shops/ officers/garages/car parking space/basements/ godowns/stilts etc. at Dosti Imperia Project, Thane presented for registration and/or admit execution thereof on our behalf as mentioned hereinabove.

IN WITNESS WHEREOF WE, (1) SHRI PANKAJ NAROTTAM SHAH, (2) SHRI NARENDRA RAMNIRANJAN JAIN, (3) SHRI HEMAN NARAYANDAS ASHAR, have hereunto set our hand at Mumbai this 23rd day of September, 2010.

SIGNED AND DELIVERED by the above named

Pankaj Shah

1) SHRI PANKAJ NAROTTAM SHAH

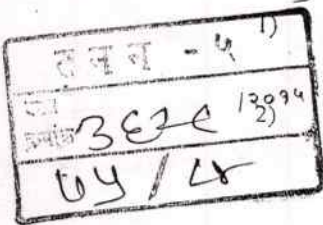
Narendra Jain

2) SHRI NARENDRA RAMNIRANJAN JAIN

Heman Ashar

SHRI HEMAN NARAYANDAS ASHAR

In the presence of





30/03/2015 5 06:49 PM

दस्त गोषवारा भाग-2

टनन5 13118

दस्त क्रमांक:3628/2015

दस्त क्रमांक :टनन5/3628/2015

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:नलिनी उपासनी - - पत्ता:प्लॉट नं: 5 बी , माळा नं: -, इमारतीचे नाव: कुंदालीया टॉवर , ब्लॉक नं: -, रोड नं: कोलकाता , वेस्ट बॅगाळ, KOLKATA. पॅन नंबर:AAHPU6845J	लिहून घेणार वय :-46 स्वाक्षरी:- <i>A. Upasani</i>		
2	नाव:पंकज उपासनी - - पत्ता:प्लॉट नं: 5 बी , माळा नं: -, इमारतीचे नाव: कुंदालीया टॉवर , ब्लॉक नं: -, रोड नं: कोलकाता , वेस्ट बॅगाळ, कोलकाता. पॅन नंबर:AAHPU8677N	लिहून घेणार वय :-57 स्वाक्षरी:- <i>P. Upasani</i>		
3	नाव:मेसर्स फ्रेंड्स डेव्हलपमेंट कॉर्पोरेशन (इम्पेरिया) प्रा.ली. तर्फे अधिकृत सही करणार पंकज शाह तर्फे कु.मु.म्हणुन गोविंद काकडे - - पत्ता:प्लॉट नं: 276, माळा नं: 1, इमारतीचे नाव: लॉरेन्स आणि मेयो हाऊस, , ब्लॉक नं: -, रोड नं: फोर्ट मुंबई., महाराष्ट्र, मुंबई. पॅन नंबर:AABCF5801A	लिहून देणार वय :-42 स्वाक्षरी:- <i>K. S. Kakade</i>		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे काल करारनामा ठाणे-५ बोला भ्रा शिक्का क्र.3 ची वेळ:30 / 03 / 2015 04 : 58 : 44 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळखपटवित्त ठाणे-५

अनु क्र.	पक्षकाराचे नाव व पत्ता	स्वाक्षरी	छायाचित्र	अंगठ्याचा ठसा
1	नाव:अनुश्री देशपांडे - - वय:41 पत्ता:स्वस्तिक सोसा जी बी रोड ठाणे. पिन कोड:400615	<i>Anushree</i> स्वाक्षरी		
2	नाव:शुभांकी उपासनी - - वय:23 पत्ता:कांदिवली मुंबई पिन कोड:400101	<i>Shubhangi</i> स्वाक्षरी		

शिकका क्र.4 ची वेळ:30 / 03 / 2015 04 : 59 : 25 PM

शिकका क्र.5 ची वेळ:30 / 03 / 2015 04 : 59 : 41 PM नोंदणी पुस्तक 1 मध्ये

Joint Sub Registrar, Thane 5

EPayment Details.

sr.	Epayment Number	Defacement Number
1	MH006596287201415S	0004283215201415

3628 /2015

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through_thumbnail (4 pages on a side) printout after scanning.
2. Get print and mini-CD of scanned document along with original document, immediately after registration.

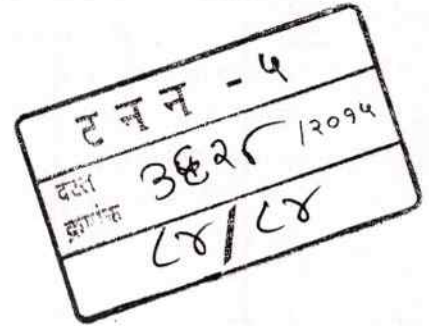
For feedback, please write to us at feedback.isarita@gmail.com

प्रमाणित करण्यास येते की सदर दस्तबास
एकूण... पाते आहेत.

सह दुय्यम निबंधक, ठाणे-५ (वर्ग-२)
पुस्तक क्र. १

क्रमांक ३६२५ वर नोंदणी.

सह दुय्यम निबंधक, ठाणे-५ (वर्ग-२)
दिनांक ३० माहे ३ सन १५



We confirm the above power:



G. S. Akade

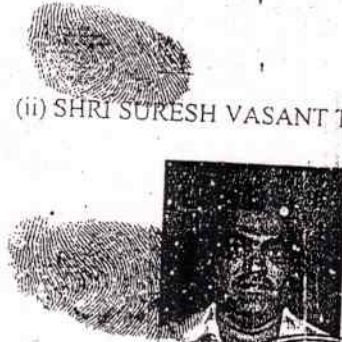


(i) SHRI GOVIND SOPAN AKADE



S. Thorve

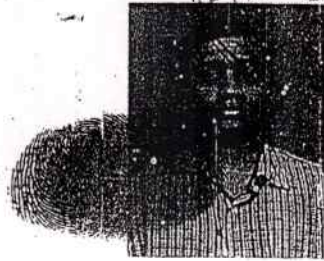
(ii) SHRI SURESH VASANT THORVE



S. Chavhan

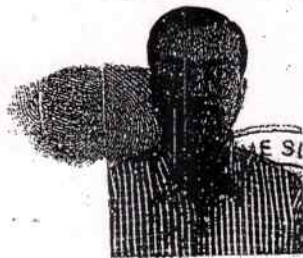


(iii) SHRI SUDHIR S. CHAVHAN



V. B. Gaikwad

(iv) SHRI VIVEK B. GAIKWAD



P. Sangravi



(iv) SHRI PANKAJ S. SANGRAVI



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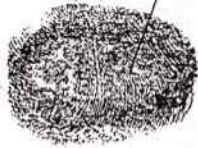
त.न.न - ५
दस्ता
क्रमांक 382/2094
08/08

दि. 20/11/15

① Pankaj Shah



② Neeraj



③ Jyoti



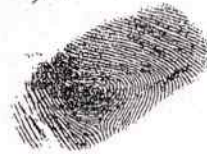
उप-4
क्रमांक 3822 / 2094
10/1 / 18

दि. 20/11/15

④ f.s. K. Kade



⑤ Suthar



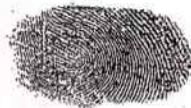
⑥ Chh



⑦ Bhalu



⑧ Jyoti P. A.



लि देणार

- १) श्री पंकज नवोत्तम शाह
 - २) श्री नवेद्र रामविरज न जैन
 - ३) श्री हेमन नावायणदास डाकार
- कम-सर्वही सज्ञान
 का. दोरुकी कम्पेरीया, आरमोळ जवळ
 बोडबयल रोड, ठाणे.

सदर कुलमुखत्यार पत्र आज दिनांक २३/०९/२०१०

..... रोजी श्री

वय रा

..... कात्या समक्ष

- सही करून दिले -
- १) श्री रामपराड-बागार क्षेत्रांतून वापराची ठाणे
 - २) श्री धीरूप मोर-करीळपमाणे कात्री पटवितात.

लि देणार

- १) श्री जेविंद गोपान काकडे
- २) श्री सुबेहा कथन जोशे
- ३) श्री सुबिंद एस कछाण
- ४) श्री विवेक बी. जाधवदाड
- ५) श्री पंकज डी. संघवी

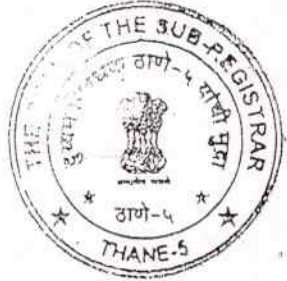
कम-सर्वही सज्ञान
 सा. लोरेल थोडमेथो हाडपु एवढे
 डॉ. डी. एम. रोड. फोर्ट मुंबई

अनुक्रमांक नं. C७०/१०
 दि. २३/९/१०
 प्रमाणित फी १००/-

मुखत्यारनामा करून देणाऱ्या
 व्यक्तीची ओळख देणाऱ्या
 इसमाफी स्वाक्षरी

दुय्यम निबंधक ठाणे क्र. ५

टिप- सदर कुलमुखत्यार पत्रामध्ये एखाद्या पात्राचे अडथळ कुठेही
 खाडारवाड आढळून येत नाही.



सह दुय्यम निबंधक ठाणे क्र. ५



दस्तावेज - ५
 क्रमांक ३६२८ दि. १६/९/१०
 ७०८/७०

कुलमुखत्यारपत्राचे घोषणापत्र

मी, श्री. श्रीमती / सौ. जोविंद काकडे / व्युदेवा शेरदे या द्वारे घोषित
 करतो की, दुय्यम निबंधक ठाणे- ४१०१-५ यांचे कार्यालयात

कारनामि या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला
 आहे. श्री. श्रीमती / सौ. फ्रेन्ड्स डेव्हलपमेंट कंपनी लिमिटेड (इन्पेरीया) प्रा. लि इतर यांनी
रॉकेट आणि बसही कारणा
 दिनांक २३/९/२०१० रोजी मला दिलेल्या कुलमुखत्यारपत्रांच्या आधारे मी, सादर दस्त
 नोंदणीस सादर केला आहे / निष्पादीत करून कबूलीजबाब दिला आहे. सादर
 कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा
 कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य
 कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सध्या कुलमुखत्यारपत्र
 पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पुर्णतः सक्षम आहे. सादरचे कथन चुकीचे
 आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्केस मी पात्र राहीन
 याची मला जाणीव आहे.

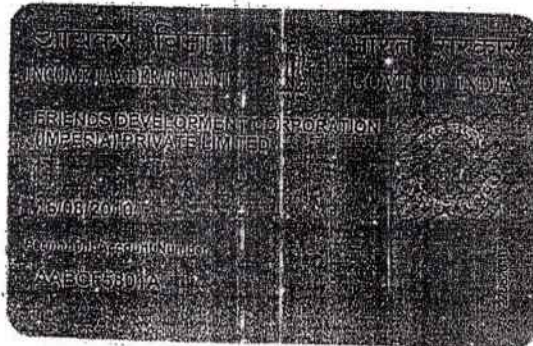
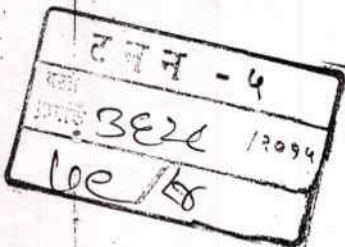
ठिकाण :
 दिनांक :

सही जोविंद काकडे
 कुलमुखत्यारपत्राचे घोषणापत्र लिहून देणार

मी सादर कुलमुखत्यारपत्राचे सत्यते वैधयी संपूर्ण केली आहे. तसेच वैधतेबाबत खात्री केली



परचेसर सही



स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AAHPU8677N



नाम /NAME

PANKAJ UPASANI

पिता का नाम /FATHER'S NAME

SHAMBHU NATTH UPASANI

जन्म तिथि /DATE OF BIRTH

27-09-1959

SIGNATURE

Upasani

K. Has

आयकर अधिकारी, प. नं.-111

COMMISSIONER OF INCOME-TAX, W.B. - 111

Upasani

Self Attested

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AAHPU6845J



नाम /NAME

NALINI UPASANI

पिता का नाम /FATHER'S NAME

PANKAJ UPASANI

जन्म तिथि /DATE OF BIRTH

25-10-1968

SIGNATURE

Upasani

K. Has

आयकर अधिकारी, प. नं.-XI

COMMISSIONER OF INCOME-TAX, W.B. - XI

N. Upasani

Self Attested

आयकर विभाग
INCOME TAX DEPARTMENT



ANUSHREE ARUN DESHPANDE

ARUN HARIBHAU DESHPANDE

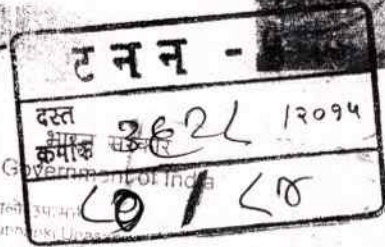
09/12/1972

Permanent Account Number

ANUPD2460J

Anushree

Signature



शुभमो अयुषो
Shubhamo Ayusho
जन्म तिथि /DOB - 12/12/1991
मते /Mate



5567 5658 1759

आधार - सामान्य भाणसाचा अधिकार

Anushree

Self Attested

Upasani

Self Attested

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PAGE
ट. नं - ५



रज. नं. १
नं. ३६२५ / १२०१५
दि. १९ / ०४

335/3628

सोमवार, 30 मार्च 2015 5:00 म.नं.

दस्त गोषवारा भाग-1

टनन5

दस्त क्रमांक: 3628/2015

दस्त क्रमांक: टनन5 /3628/2015

बाजार मूल्य: रु. 99,00,000/- मोबदला: रु. 1,02,51,000/-

भरलेले मुद्रांक शुल्क: रु.6,15,100/-

दु. नि. सह. दु. नि. टनन5 यांचे कार्यालयात

अ. क्र. 3628 वर दि.30-03-2015

रोजी 4:52 म.नं. वा. हजर केला.

पावती:4815

पावती दिनांक: 30/03/2015

सादरकरणाराचे नाव: नलिनी उपासनी - -

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 1680.00

डाटा एन्ट्री रु. 20.00

पृष्ठांची संख्या: 84

दस्त हजर करणाऱ्याची सही:

एकूण: 31700.00

Joint Sub Registrar, Thane 5

Joint Sub Registrar, Thane 5

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्रा क्र. 1 30 / 03 / 2015 04 : 52 : 08 PM ची वेळ: (सादरीकरण)

शिक्रा क्र. 2 30 / 03 / 2015 04 : 52 : 56 PM ची वेळ: (फी)

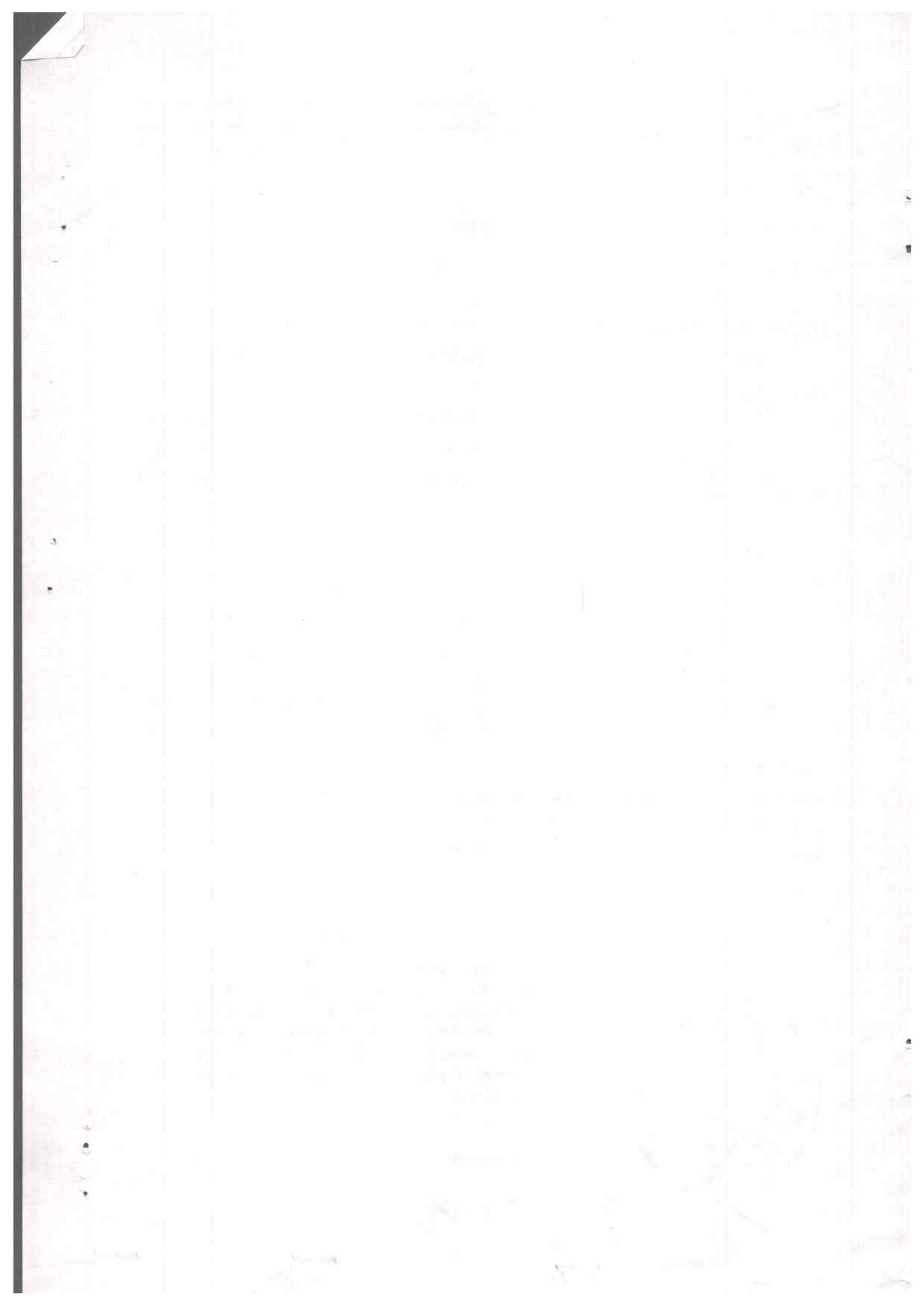
-प्रतिज्ञा पत्र -

सदर दस्ताऐवज बोंदणी कायदा १९०८ नियम १९६१ अंतर्गत तरतुदीनुसार बोंदणीत दाखल केला आहे. दस्तानधील संपुर्ण मजकूर विषयादक व्यक्ती, साक्षीदार व सोबत जोडलेले कागदपत्रे दस्ताधी सत्यता काबदेशीर बाबी साठी खालील विषयादक व्यक्ती संपुर्णपणे जबाबदार आहेत. तसेच सदर हस्तांतरक दस्तानुळे राज्यशासन / केंद्रशासन बांध्या कोषतारी कबय्या / विभाग / परिपत्रक यांचे उल्लंघन होत नाही.

A. Upasani
रिजुन देवार सही

रिजुन देवार सही.





DATED THIS 25th DAY OF MARCH 2015

FRIENDS DEVELOPMENT CORPORATION
(IMPERIA) PVT. LTD.

AND

NALINI UPASANI

PANKAJ UPASANI

AGREEMENT FOR SALE

DOSTI GRACIA
IN
DOSTI IMPERIA PROJECT

Opp. R. Mall,
Ghodbunder Road,
Thane (West)- 400 607.

FLAT/PREMISES NO. 308 FLOOR 3rd

M/S. VIGIL JURIS
6th Floor, Parekh Mahal,
80, Veer Nariman Road,
Churchgate, Mumbai 400 020

