

Shagun Town

BRIHANMUMBAI MAHANAGARPALIKA
NO.CHE/6400/BP (WS)/AP

31 MAY 2008

To,

Shri V.K.Goenka
M/s. Aditya Construction
Developer Pvt. Ltd.,
Owner.

OFFICE OF THE
BK. L. J. D. PROPL. (W.S.) R & P. WARD
DR. BABASAHEB AMBESKAR MARKET BLDG.
CHANDIVALI/WEST, MUMBAI-400 057.

Subject: Permission to occupy the completed Residential Wing 'A' & 'B' of the building with podium along with Club House and Swimming Pool on land bearing C.T.S. No.103-A of Village Dindoshi, situated at Gen. A.K.Vaidya Marg, Dindoshi, Goregaon (East), Mumbai.

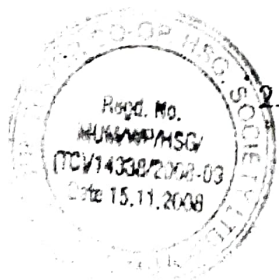
Reference: Your Arch's letter dated 24.03.2006.

Sir,

The development work of Wing 'A' - Stilt + 10 upper floors and & Wing 'B' - Stilt + 14 + 15 (Pt) + 16 (Pt.) upper floors of the residential building with podium along with Club House and Swimming Pool on land bearing G.T.S. No.103-A of Village Dindoshi, situated at Gen. A.K.Vaidya Marg, Dindoshi, Goregaon (East), Mumbai is completed under the supervision of Shri Sunil G. Ambre, Licensed Architect having Lic. No. CA/84/8478, Shri H.R. Mahimtura, Licensed Structural Engineer, having License No.STR/M/63 and site supervisor Shri Prashant J. Shah having Lic. No. SS/25/I, may be occupied on the following conditions:-

1. That the certificates U/s 270-A of B.M.C. Act shall be obtained from A.E.W.W. P/South and a certified copy of the same shall be submitted to this office

That the balance I.O.D. conditions shall be complied within 1 year or B.C.C. whichever is earlier.

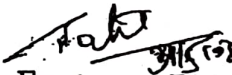


That the Co-op. Hsg. Society shall be formed and registered within three months from the date of issue hereof, or before B.C.C. whichever is earlier.

4. That D.I.L.R.'s certificate for transfer of ownership of setback land in the name of M.C.G.M. shall be submitted before B.C.C.

A set of completion plan is returned herewith.

Yours faithfully,


Ex. Engineer. Bldg. Proposal
(Western Suburbs) 'P & K/W' Wards.

TAX INVOICE**SHAGUN TOWER CO-OP. HSG. SOCIETY LIMITED**

C.T.S. NO. 103/A, NEAR DINDOSHI BUS DEPOT, GEN. A.K.VAIDYA MARG, MALAD (EAST) Email ID: shaguntower@gmail.com, Mumbai-400097

Society Reg No : MUM/W-P/HSG/(TC)/14338/2008-2009
GSTIN : 27AADAS7941J1Z2

Invoice No : 1893

Invoice Date: 01-07-2024

Due Date: 15-08-2024

Bill Period : Jul-Aug-Sep 2024

Bill To : B 103
BRIJESH PARNAMI

Income Accounts	Rate/Comments	Amount
Security Charges		5,940.00
Maintenance Charges		4,813.00
Property Taxes Collected		4,697.00
Equipment AMC Charges		3,075.00
Repair Fund		2,471.00
Housekeeping Charges		1,881.00
Sinking Fund		824.00
Water Charges		798.00
Common Electricity Charges		500.00
Education & Training Fund		30.00
Current Bill Total		₹25,029.00
Payable		25,029.00
Twenty-Five Thousand and Twenty-Nine Only		

1. Payment to be drawn in favour of "SHAGUN TOWER CO-OP HSG SOC. LTD"

2. On Arrears simple interest will be charged @ 21 % p.a. after due date.

3. Online Payment : SHAGUN TOWER CHS LTD. SBI BANK, Savings A/c No. 30727947044, IFSC CODE : - SBIN0006055 ,Branch-Gokuldharm, Malad East Mumbai -400063.

Please do not transfer the fund to Saraswat Bank.

4. In case of NEFT it is mandatory to give the transaction nos alongwith the flat number & name by E- Mail to the society office (Email - shaguntower@gmail.com)

5. Any account related queries may be made with Miss. Gitanjali (Pavitra Global Services Ltd), Mobile No. 8652226864, Email ID-accounts@pgsl.in

6. Any discrepancies in the bill may be pointed out within 15 days of issue of bill.

SHAGUN TOWER CO-OP. HSG. SOCIETY LIMITED

C.T.S. NO. 103/A, NEAR DINDOSHI BUS DEPOT, GEN. A.K.VAIDYA MARG, MALAD (EAST) Email ID: shaguntower@gmail.com, Mumbai-400097

Society Reg No : MUM/W-P/HSG/(TC)/14338/2008-2009

RECEIPT

Receipt No	: 1853
Date	: 02-05-2024

Received with thanks from (B 103) BRIJESH PARNAMI

Sum of ₹Twenty-Five Thousand and Twenty-Nine by Bank Transfer IMPS412311777659

N.A. Being maintenance received

₹25029.00

(subject to realization of Cheque)

For SHAGUN TOWER CO-OP. HSG.
SOCIETY LIMITED

 Authorised Signatory



Wednesday, June 27, 2007

11:03:43 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 4510

दिनांक 27/06/2007

गावाचे नाव दिंडोशी

दस्तऐवजाचा अनुक्रमांक वदर2 - 04454 - 2007

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: ब्रिजेश परनामी - -

नोंदणी फी :- 30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), :- 1040.00
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (52)

एकूण रु.

31040.00

DELIVERED

आपणास हा दस्त अंदाजे 11:18AM ह्या वेळेस मिळेल

दुय्यम निबंधक
बोरीवली 1 (मालाड)

बाजार मुल्य: 3481842 रु. मोबदला: 10328250 रु.

भरलेले मुद्रांक शुल्क: 499100 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: सॅच्युरियन बँक ऑफ पंजाब लि ;

डीडी/धनाकर्ष क्रमांक: 312252; रक्कम: 30000 रु.; दिनांक: 22/06/2007

न.द. दुय्यम निबंधक बोरीवली-१,
मुंबई उपनगर, जव्हा.

DELIVERED

FRANKING DEPOSIT SLIP

ICICI Bank		Customer Copy	
Deposit Branch: <u>Goregaon (E)</u>		Date: <u>23/06/2007</u>	
Pay to: <u>ICICI Bank Ltd. A/C Stamp Duty</u>			
Franking Value	Rs.	4,99,100/-	
Service Charges	Rs.	10/-	
Total	Rs.	4,99,110/-	

Name of Stamp duty paying party: MR. BRIJESH PARNAMI

Received With Thanks
 Rs. 4,99,110/- towards
 Payment of Stamp Duty

DD / Cheque No. 312253

Drawn on Bank Centurian Bank of Punjab Amritsar

(For Bank's Use only)

Transit No. 90622

Franking Officer [Signature]



AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at Mumbai this 23rd day of **June** in the Christian year Two Thousand and Seven between **M/s. CONWOOD CONSTRUCTION & DEVELOPERS PVT. LTD.** formerly known as **ADITYA CONSTRUCTIONS & DEVELOPERS PVT. LTD.**, a Company registered under the Companies Act, 1959 and having its registered office at Conwood House, Yashodham, Gen. AK. Vaidya Marg, Goregaon (East), Mumbai - 400 063 hereinafter referred to as the "Developers" (which expression shall unless repugnant to the context or meaning thereof deem to mean and include its successors and assigns) of the First Part; AND **MR. BRIJESH PARNAMI** having address at **EMP, 50/102, Thakur Village, Kandivali (E), Mumbai 400 101** hereinafter referred to as the "Purchasers" (which expression shall so far as the context admits be deemed to mean and include (i) his/her/their respective heirs, executors and administrators and/or persons deriving title under or through him/her/them and his/her/their permitted assigns in case of individuals and (ii) partner or partners for the time being and from time to time of the firm and survivor or survivors of them and the heirs, executors and administrators of the last survivor in case of partnership firm and permitted assigns and (iii) successors and permitted assigns in case of incorporated body or a company) of the **SECOND PART**;



ICICI BANK LTD.
 Share n. Mail, Film City Road,
 Goregaon (E), Mumbai - 400 063
 D-5/S (PVT)/C.R. 1011/14/2005/
 728 to 731

INDIA STAMP DUTY MAHARASHTRA
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 JUN 23 2007
 Rs. 04,99,100/- PB5362
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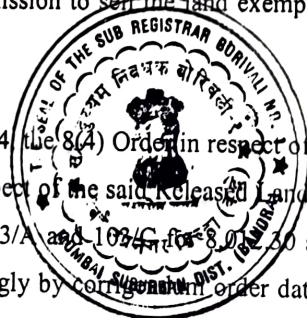
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Rs. Four Lakh Ninety NINE Thousand

[Handwritten signatures]

WHEREAS:

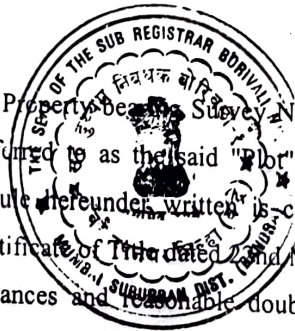
- a. Pursuant to the Certificate of Purchase dated 22.06.1977 issued by Tahsildar of Borivali as per letter No.TNC/APPEAL/T-6/74 and 17/74 in accordance with the provisions of section 32M of the Bombay Tenancy and Agricultural Land Act, 1948 and registered with the Sub-Registrar of Assurances at Bandra at Page No. 290 of 1977 Additional Book No.1, Page No. 71 20137, the Land Holder Mr.Raghunath G. Karmarkar was declared to be the Purchaser of the property admeasuring 46 Acres 14 Gunthas and 8 anas or thereabout, more particularly described in the First Schedule hereunder written & and hereinafter referred to as the said "Larger Property". Under the provisions of the said Act, the said Certificate of Purchase dated 22.6.1977 is a conclusive evidence of the purchase of the said Larger Property by the Land Holder Mr.Raghunath Gopal Karmarkar.
- b. Out of the said Larger Property an area admeasuring 6 Acres 14 Gunthas and 8 Anas including property bearing Survey No.31 Hissa No.3 admeasuring 2 Acres 33 Gunthas and 8 Anas or thereabout was under acquisition proceedings by the State of Maharashtra.
- c. On application made by the Land Holder for exemption of the aforesaid Land under acquisition, the Housing and Special Assistance Department by its Order dated 13.12.1989 bearing Ref. No. ULC-1082/73/(44)/D.XIII exempted an area admeasuring 9508 sq.mtrs. or thereabout comprised in Survey No.31 Hissa No.3, which was still in possession of the Land Holder, on the terms and conditions set out therein.
- d. The award for withdrawal of the land from, acquisition under Section 48(2) of the Land Acquisition Act, 1894 was granted on 9.3.1990 by the S.L.A.0(4) B.S.D. subject to Nil compensation for damages.
- e. By an Order dated 29.10.1994 bearing Ref. No.DLN/TNC/SR-14/94, the Sub-Divisional Officer, B.S.D. granted permission to sell the land exempted from the Acquisition proceedings as aforesaid.
- f. By a Corrigendum Order dated 6.12.1994 the 8(4) Order in respect of the holding of the Land Holder was corrected in respect of the said Released Land to 9,799.60 based on P.R Cards bearing CTS No.103/A and 103/B for 8,022.30 sq.mtrs. and 1,787.30 sq.mtrs. respectively. Accordingly by corrigendum order dated 9.3.1995 the exempted area under Section 20 was also corrected to 9,799.60 sq.mtrs.
- g. Further corrigendum to the 8(4) order was issued on 13.3.2000 bearing Ref.



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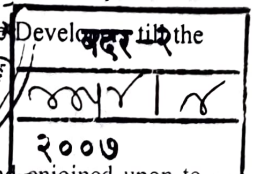
No.C/ULC/6(i)/SRO-IX-308 in respect of the total holdings of R. G. Karmarkar. In pursuance to the statement finalised & as per the revised corrigendum order dated 13.3.2000 under Section 8(4) of the ULC Act as aforesaid, the land bearing Survey No.31 Hissa No.3, CTS No.103/A and 103/C admeasuring 9,799.60 sq .rotrs. situate at Village Dindoshi, hereinafter referred to as "the said Property" and more particularly described in the Second Schedule hereunder written, was declared as non-surplus vacant land and the exemption order under Section 20 was withdrawn and the Land Holder is permitted to develop "the said Property" as per the D.C. Regulations of M.C.G.B. Location plan of the said Property is annexed hereto and marked as Annexure 'I'. The said Property is shown thereon as bounded in Red colour boundary line.

- h. The validity of the sale permission under Bombay Land and Agricultural Tenancy Act is extended by Order bearing Ref. No.DLN/TNC/SR-14/94 dated 9.5.2000 issued by the Sub-Divisional Officer.
- i. By Order dated 24.11.1994 bearing Ref. No.C/DESK-VIIA/LND/NAP/ SR-4292 the user of said Property is converted to N.A, on the terms and conditions set out therein.
- j. Out of the said Property area admeasuring 8012.30 sq.mtrs. is situate on North of Goregaon Mulund Link Road (Gen.A.K. Vaidya Marg) and area admeasuring 1787.30 sq .mtrs. is situate on South of Goregaon Mulund Link Road (Gen.AK. Vaidya Marg).
- k. The joint development of the portion of the said Property bearing CTS No.103A situate North of Goregaon-Mulund Link Road, is permitted alongwith remaining properties of the Land Holder situate on North of Goregaon Mulund Link Road (Gen. AK. Vaidya Marg) in accordance with the layout plan approved by the Municipal Corporation of Greater Bombay vide Order bearing Ref.No.CHE/5011LOP dated 24.9.1998 issued by Dy. Chief Engineer (Building Proposals) Western Suburbs.
- l. The Title of the Owners in respect of the Property bearing Survey No.31 Hissa No.3(part) CTS No. 103A (hereinafter referred to as the said "Plot" and more particularly described in the Third Schedule hereunder written) is certified by M/s.Daphtary Ferreira and Divan under Certificate of Title dated 22nd May, 2000, as marketable and free from all encumbrances and reasonable doubts. Hereto annexed and marked as Annexure "II" is the copy of the said Certificate of Title dated 22nd May, 2000. (Layout/Block plan of the said Plot is annexed hereto and marked as Annexure "III").



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- m. The Developers had created equitable mortgage in favour M/s.Andhra Bank, for securing repayment of loan of Rs.25.00 Crores advanced by the Bank to the Developers. The Developers have repaid the loan and the Bank has issued its no loan closure confirmation vide its letter dated 13/07/2006 a copy of the same is annexed hereto and marked as ANNEXURE "A1".
- n. Under Development Agreement dated 26th day of December, 1988, made and entered into between the Land Holder, M/s.Karmarkar Associates and the Developers herein, the Developers have been appointed as the Developers for development of the said Plot on the terms and conditions therein contained. Pursuant to the release of said Plot from acquisition as aforesaid, the Land Owner has granted Irrevocable Power of Attorney dated 15th day of July 1995 in favour of the Nominees/Directors of the Developers.
- o. The Developers have proposed to get the building plans approved from M.C.G..M. for construction of 1 Buildings comprising of basements +Two podiums + ground + stilt + Ten storied for A wing and + Sixteen storied for 'B' wing and shopping at two podiums level (hereinafter referred to as the said "Building Nos. "A" & "B" as the case may be) vide amended I.O.D. No.CHE/6400/BP(WS)/AP dated 07/04/2000 and further amended I.O.D. dated 03/02/2005 and have obtained Commencement Certificate bearing Ref. No. CHE/ 6400/BP/WS/AP/AR dated 09/11/1994 and further amended on 07/08/2001, 08/12/2004 & 14/02/2005.
- p. The Developers reserve the rights and shall be entitled to change the layout plan and the building plans as may be sanctioned by M.C.G.M. subject however without affecting the location of the flat agreed to be purchased by the Purchaser as herein.
- q. The Developers have entered into the Agreement as prescribed by Council of Architects, M/s.Bhatnagar Amre and Kothari registered with the Council of Architects and also appointed M/s.Mahimtura Consultants Pvt. Ltd., as Structural Designers for preparing structural designs and drawings and specifications of the said Building/s and the Purchaser accepts the professional supervision of the said Architect and of the said Structural Engineer or any such competent person or entity who may be substituted or replaced in their absence by the Developers at the completion of the said building/s.
- r. As a result of the aforesaid, the developers are entitled to and enjoined upon to construct Building/s on the said Plot more particularly described in the Third Schedule hereunder written and sell flats/shops, garages, stilt/open/ basement car

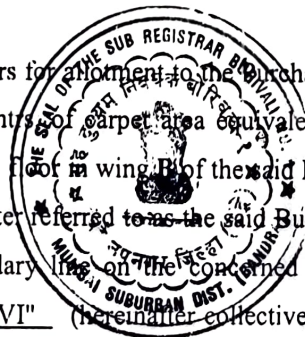


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parking spaces, terraces, hoarding spaces etc., (all of which hereinafter for the sake of brevity and convenience are referred to as "flat" and reference to "purchaser" in this Agreement means Purchaser of such premises in said Building/s).

- s. The Purchaser has demanded from the Developers and the Developers have given inspection to the Purchaser of all the documents of title relating to the said land, the plans, designs and specifications as prepared by the Developers' Architect M/s.Bhatnagar Amre and Kothari 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 referred to as "MOFA") and the Rules made thereunder.
- t. The Purchaser has made his own inquiries, inspected and verified all the relevant records and documents of the Developers and is satisfied with the same and have agreed not to raise any further requisitions or any objections in relation thereto including for the Title of the Developers.
- u. Copy of P.R. Card of the said Plot is annexed hereto and marked as Annexure "IV".
- v. While sanctioning the said plans for the said Building/s the concerned local authorities and/or government have laid down/may lay down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while constructing the said Building/s and upon due observance and performance of which only the occupation and the completion certificate in respect of the said Building/s shall be granted by the concerned local authority.
- w. The Developers have accordingly commenced construction of building or buildings on the said plot in accordance with the said plans providing amenities in the said building or buildings and flats/ shops as set out in Annexure "V" annexed hereto.
- x. The Purchaser has applied to the Developers for allotment to the Purchaser of one Flat/Shop No.103 admeasuring 98.69 sq.mtrs of carpet area equivalent to 1062 sq.ft. (inclusive of balconies etc.) on 1st floor in wing B of the said Building to be known as SHAGUN TOWER (hereinafter referred to as the said Building) and shown surrounded with red colour boundary line on the concerned floor plan annexed hereto and marked as Annexure "VI" (hereinafter collectively referred to as the said Flat/Shop) & has agreed, confirmed and declared as required under Urban Land Ceiling & Regulation Act 1976 & Maharashtra Ownership Flat Act to the effect and shall abide by the rules, regulations and conditions of all the orders



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including ULC order perused by him/her/them.

y. The Purchaser and/or the Society and/or any Common Organisation of the Purchaser shall not at any time including after conveyance or such other document vesting title of the said Plot or part/s thereof is executed in favour of the Society and/or the Common Organisation, be entitled to seek sub-division of the said Plot or part/s thereof as the case may be and/or be entitled to any FSI other than FSI consumed in the said Building and that the Purchaser and/or the Society shall not be entitled to put up any further or additional construction on the said Building exceeding the FSI consumed therein at the time of conveyance to be executed in their favour for any reason whatsoever.

z. Relying upon the said applications, declarations and agreements contained in this Agreement by the Purchaser, the Developers agree to sell to the Purchaser the said Flat/Shop at the price and on the terms and conditions hereinafter appearing.

aa. Prior to the execution of this Agreement, the Purchaser has paid to the Developers a sum of Rs.51,000/- (Rupees Fifty One Thousand only) out of the purchase price of the said Flat/Shop as Token/part Earnest Money Deposit (the payment and receipt whereof the Developers do hereby admit and acknowledge) and towards the purchase price and the Purchaser has agreed to pay to the Developers the balance of the said purchase price in the manner hereinafter appearing in the operative clause/s. The parties hereto desire to enter into this Agreement.

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

1. The recitals contained above shall form integral and operative part of this Agreement as if the same were set out and incorporated in the operative part.

2. The Developer shall construct the building or buildings bearing Wing No. "A" consisting of Basement Stilt, Ground and 10 Upper Floors and Wing "B" consisting of Basement Stilt, Ground and 16 Upper Floors and as shall be sanctioned by the concerned authorities from time to time hereinafter referred to as the "said Building" on piece or parcel of land more particularly described in the Third Schedule hereunder written (the said Plot) in accordance with the plans, designs, specifications approved / as shall be approved by the concerned local authority, which have been seen and approved by the Purchaser, with only such variations and modifications as the Developers may consider necessary or as may

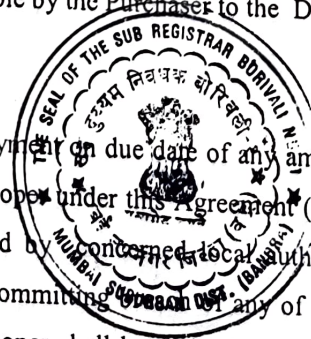


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own accords, shall have to obtain prior consent in writing of the Purchaser in respect of such variations or modifications which may adversely affect the said flat/shop of the Purchaser.

3. The Purchaser has prior to the execution of this Agreement, satisfied himself/herself/themselves about the title of the Owners of the said Plot and has accepted the same.
4. The Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser Flat No.103 of Carpet Area admeasuring 98.69 sq.mtrs. of carpet area equivalent to 1062 sq.ft. (inclusive of balconies etc) on 1st Floor in wing B of the said Building to be known as "SHAGUN TOWER / SHAGUN ARCADE" as shown on the floor plan thereof hereto annexed and marked as Annexure "VI" (hereinafter collectively referred to as "the said Flat/Shop) for the price of **Rs.1,03,28,250/- (Rupees One Crore Three Lac Twenty Eight Thousand only)** for flat including the proportionate price for the common areas and facilities appurtenant to the said Flat. The nature, extent and description of the common/limited common areas and facilities are more particularly described in the Annexure "VII" annexed hereto.
5. The Purchaser has on or before the execution hereof paid **Rs.51,000/- (Rupees Fifty One Thousand only)** to the Developer Token/part Earnest Money Deposit towards purchase price of the said flat/shop, the receipt whereof the Developer doth hereby admit and acknowledge. The Purchaser further agrees to pay balance consideration of **Rs.1,02,77,250/- (Rupees One Crore Two Lacs Seventy Seven Thousand Two Hundred Fifty only)** on or before 30/06/2007 time being the essence of contract.
6. In case of default in payment of respective installments on or before their due date for any reason whatsoever, the Purchaser agrees to pay to the Developer interest at the rate of 21% per annum on all such amounts which become due and payable by the Purchaser to Purchaser under the terms of this Agreement from the date the said amount is/were payable by the Purchaser to the Developer, till the payment thereof.
7. On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Developer under this Agreement (including his/her/ proportionate share of taxes levied by concerned local authority and other outgoings) and or on the Purchaser committing breach of any of the terms and conditions herein contained, the Developer shall be entitled at its option to terminate this Agreement.



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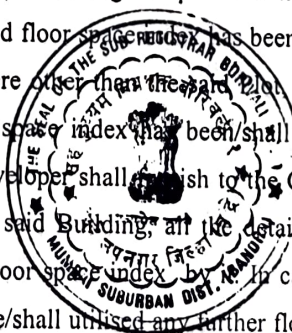
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Provided always that the power of termination herein before contained shall not be exercised by the Developer unless and until the Developer shall have given to the Purchaser fifteen days prior notice in writing (which shall be duly deemed to have been served and received by the Purchaser, if sent by REGISTERED AD or Courier Service at the address of the Purchaser recorded elsewhere herein or last of such address that may have been recorded with the Developer through written intimation of Purchaser and duly acknowledged by Developer) of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within the notice period.

Provided further that upon termination of this Agreement as aforesaid the Developer shall be at liberty to dispose of and sell the said Flat/Shop to such person and at such price as the Developer may in its absolute discretion think fit and the earnest money paid by the Purchaser to the Developer shall stand forfeited and the Developer shall in such an event be liable only to refund to the Purchaser, without interest, the installments of sale price of the said Flat/Shop or part thereof if any, which may till then have been paid by the Purchaser to the Developer in accordance with clause 5 hereinabove.

The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the said Flat/Shop to the Purchaser, obtain from the concerned local authority occupation certificate in respect of the said Building.

The Developer hereby declare that the Floor Space Index presently available in respect of the said "Plot" more particularly described in the Third Schedule hereunder written is 8012.30 square metres only including FSI potential from D.P. Road in the layout and that no part of the said floor space index has been or intended to be utilised by the Developer elsewhere other than the said Plot for any purpose whatsoever. In case the said floor space index has been/shall be utilised by the Developer elsewhere, then the Developer shall furnish to the Co-operative Housing Society of Purchaser/s in the said Building, all the detailed particulars in respect of such utilisation of said floor space index by the Developer. In case while developing the said Plot, the Developer have/shall utilised any further floor space index of any other land or property by way of floating floor space index as permissible under D.C. Rules, then the particulars of such floor space index shall also be disclosed by the Developer to the Co-operative Housing Society of



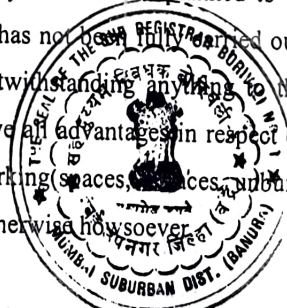
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Purchaser/s in the said Building. The Plans for the said Building have been sanctioned by the Municipal Corporation of Greater Mumbai by utilising floor space index of 8012.30 sq. mtrs. out of the floor space index presently available for development on the said Plot more particularly described in the Third Schedule hereunder written. The Developer alone will be entitled to residual floor space index in respect of the said Plot or part or parts thereof and utilisation of any further FSI on the said Plot as permissible under the D.C. Rules from time to time.

12. • The Developer acquiring certificate/s of development right/s in respect of other land / properties is permitted under the Development Control Regulation 1991 to make additional construction on the said Building and or the said Plot by utilising such development rights. The Developer shall alone be entitled to carry out such additional construction on the said Building and or the said Plot and sell/allot or otherwise howsoever deal with and dispose off the flats, parking spaces, terraces, unbuilt spaces and other premises in such additional construction and shall be entitled to make such changes, additions, alterations, variations and modifications in the plans of the said Building and or in the layout of the said Plot as it may desire for making such additional construction and the Purchaser hereby irrevocably and expressly consents to the same PROVIDED HOWEVER that the Developer shall obtain prior consent in writing of the Purchaser in respect of only such variations or modifications which may adversely affect the said Flat/Shop agreed to be purchased by the Purchaser. The Purchaser consents, agrees and undertakes that he/she/they shall not raise any objection against the Developer for making such additional construction on any ground whatsoever and also agrees and undertakes to extend all facilities to the Developer for making such additional construction even after entering into occupation of the said Flat/ Shop. The Purchaser shall not be entitled to claim any rebate in price or any other advantage from the Developer on the ground of the Developer making additional construction or on any other ground whatsoever. If, at the the of transfer of the said Building in favour of any organisation of purchasers of flats in the said Building and other Building/s on the said Plot, any construction planned to be carried out by the Developer on the said Building has not been completed out, then in that event, the Developer alone shall, notwithstanding anything to the contrary, be entitled to such construction and derive all advantages in respect of such construction either by selling flats/ shops, parking spaces, terraces, unbuilt spaces and other premises in the said Building or otherwise howsoever

13. The fixtures, fittings and amenities to be provided by the Developer in the said Building and the said Flat/Shop shall be as set out firstly and secondly in Annexure "V" annexed hereto.



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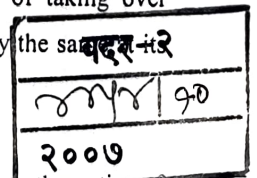
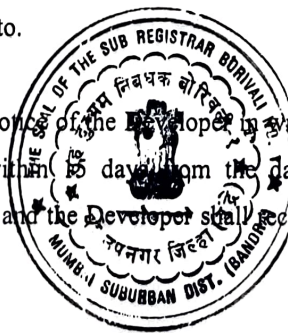
14. The Developer shall give possession of the said Flat/shop to the Purchaser on or before 31st day August of 2007. Provided Always that the Developer shall be entitled to reasonable extension of time for delivery of the said Flat/Shop on the aforesaid date, if the completion of the said Building and receipt of occupation certificate thereof from BMC is delayed on account of situations beyond the control of the Developer and in particular;

- i) non-availability of steel, cement, other building material, water or electric supply;
- ii) war, civil commotion or act of God;
- iii) any notice, order, rule, notification of the Government and/or other public or competent authority;
- iv) any other force majeure cause.

If the Developer fails to give possession of the said Flat/Shop to the Purchaser on account of reasons beyond its control and of its agents control as per the provisions of section 8 of Maharashtra Ownership Flats Acts, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Developer shall be liable on demand to refund to the Purchaser, the amounts already received by it in respect of the said Flat/Shop with simple interest at nine percent per annum from the date the Developer received the sum till the date the amounts and interest thereon is repaid, Provided always that by mutual consent it is agreed that the dispute 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. Till the entire amount and interest thereon is refunded in such event by the Developer to the Purchaser they shall, subject to prior encumbrances if any, be a charge on the said Flat/ Shop.

16. The general amenities to be provided by the Developers shall be as set out in **Annexure "VII"** annexed hereto.

17. The Purchaser shall bring to the notice of the Developer in writing any defect in the said Flat/shop or building within 15 days from the date of taking over possession of the said Flat / Shop and the Developer shall rectify the same at its own cost.



18. Provided that if within the period prescribed, the Purchaser bring to the notice of the developer in writing any defect other than the defects rectified as aforesaid in the Flat or the Building or the material used therein or any unauthorised change in

IN WITNESS WHEREOF the Developer and the Owners have caused this Agreement to be executed and the Purchaser has here unto set and subscribed his/her/their hand the day and year first herein above written.

THE FIRST SCHEDULE ABOVE REFERRED TO :

All that pieces or parcel of land situate, lying and being in the village Dindoshi bearing Survey No.34, Hissa No.2(Part) admeasuring 27 Acres 16 Gunthas and 1 Anna, Survey No.31, Hissa No.3 admeasuring 2 Acres 33 Gunthas and 8 Annas, Survey No.31, Hissa No.2 admeasuring 1 Acre 25 Gunthas and 8 Annas, Survey No.20, Hissa No.6 admeasuring 1 Guntha and Survey No.22, Hissa No.2 admeasuring 1 Acre 34 Gunthas and -8 Annas, AND in the revenue village of Chincholi bearing Survey No.51, Hissa No.1 (part) admeasuring 12 Acres 24 Gunthas and 1 Anna situate in Taluka Borivali in registration district and sub-district of Mumbai Suburban aggregating in all to 46 acres 14 gunthas.8 ann as equivalent to 1,87,622.55 sq.mts. or thereabout.

THE SECOND SCHEDULE ABOVE REFERRED TO :


All that piece or parcel of land admeasuring 9,799.60 sq.mtrs. bearing survey No.31, Hissa No.3 (part) bearing CTS No.103A and 103C of Village Dindoshi, situate lying and being in the revenue village of Dindoshi, Taluka Borivali in the registration district and sub-district of Mumbai and Mumbai Suburban.

THE THIRD SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land admeasuring 8,012.30 sq;mtrs.bearing Survey No.31, HissaNo.3(part), CTS. No. 103AofVillage Dindoshi, situate lying and being the revenue village of Dindoshi, Taluka Borivali in the registration district and subdistrict of Mumbai and Mumbai Suburban.

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SIGNED AND DELIVERED BY)
the withinnamed "DEVELOPER")
CONWOOD CONST. & DEV.)
PVT. LTD. formerly known as)
ADITYA CONST. & DEV. PVT.)
LTD by the hand of 1) Smt.Sunita)
Bali and 2) Shri.Rajiv Agarwal)
its Director/s and its Authorised)
Signatory)
in the presence of.

M/S. CONWOOD CONST. & DEV.)
PVT. LTD.)
Formerly known as Aditya Const. &)
Dev. Pvt. Ltd.)
Director)
Authorised Signatory)



SIGNED AND DELIVERED by the)
within named Purchaser)
MR. BRIJESH PARNAMI)
In the presence of)
)
)
)



Received on or before the day and)
year First hereinabove written, of)
and from the withinnamed Purchaser)
an amount of Rs.51,000/- (Rupees)
Fifty One Thousand only) being)
the amount of earnest money/further)
payment against total consideration)
of Rs.1,03,28,250/- (Rupees One)
Crore Three Lac Twenty Eight)
Thousand only) for flat No.103 in)
"B" wing to be paid by)
him/her/them to us.)
)



We say received

M/S. CONWOOD CONST. & DEV. PVT. LTD.
Formerly known as Aditya Const. & Dev. Pvt. Ltd.



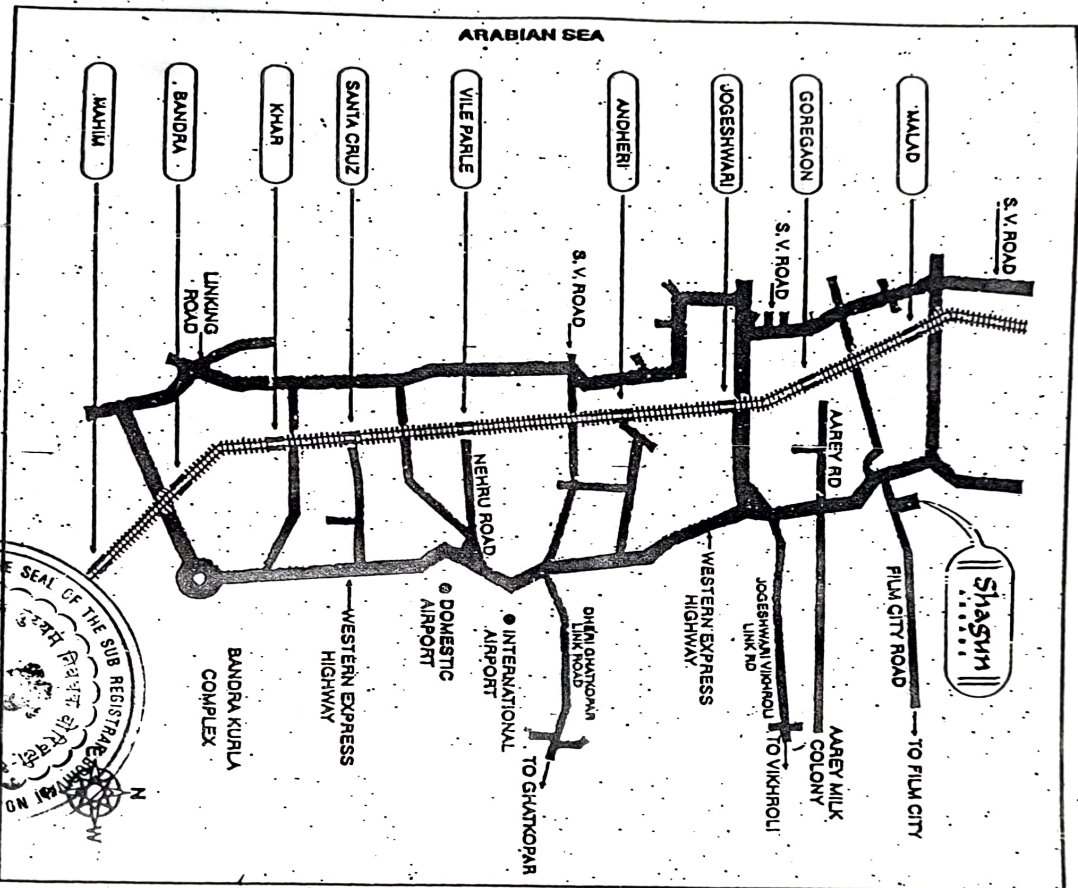
Director



Authorised Signatory

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LOCATION PLAN



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No. 11- 20933

FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT ON CHANGE OF NAME
IN THE OFFICE OF THE REGISTRAR OF COMPANIES,
MAHARASHTRA, MUMBAI.

In the matter of **ADITYA CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED**
I hereby approve and signify in writing under Section 21 of the Companies
Act, 1956 (Act of 1956) read with the Government of India, Department of
Company Affairs, Notification No. G.S.R. 307E dated the 24th June 1985
the change of name of the Company:
from **ADITYA CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED,**
to CONWOOD CONSTRUCTION & DEVELOPERS PRIVATE LIMITED,
and I hereby certify that **ADITYA CONSTRUCTION AND DEVELOPERS PRIVATE**
LIMITED

which was originally incorporated on **NINETEENTH** day of **JANUARY**
1979 under the Companies Act, 1956 (1 of 1956) and under the name
ADITYA CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED
having duly passed necessary resolution in terms of section 21 of the
Companies Act, 1956 the name of the said Company is this day changed to
CONWOOD CONSTRUCTION & DEVELOPERS PRIVATE LIMITED,

and this certificate is issued pursuant to Section 23 (2) of the said Act.
Given under my hand at Mumbai this **NINTH** day of **AUGUST**
TWO THOUSAND FIVE



M. V. CHAKRANARAYAN
Dy. Registrar of Companies,
Maharashtra, Mumbai.



CERTIFIED TRUE COPY.

NEW CONWOOD CONSTRUCTION & DEVELOPERS PVT
For Aditya Construction & Developers Pvt. Ltd.

[Signature]
Director

[Signature]
Director

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20933

DOMINANT FERREIRA & DIVAN (Pvt) Ltd.

Advocates & Solicitors
 10, Newry Road, Colaba, Bombay

**S. M. P. GONDWALE
 & D. D. KAVACHANDRA
 & S. P. VADVA**

Advocates (General), "Durgamacheri" Building, 400, East
 Hyderabad Road, Sec. 2, Hyderabad 500 017, India
 Tel: 2422 2211

11th, GATEWAY WESTERN BUILDING, 2ND FLOOR,
 21, MUMBAI STREET, COLABA, BOMBAY
 Post: Mumbai-400 005

DATE _____ 20__

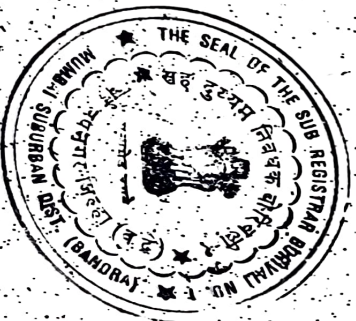
No. _____

All those pieces or parcels of land situate
 lying and being in the Revenue Village
 of Dindoshi Taluka, Borivli, Registration
 District of and Sub-District of Bombay
 Suburban bearing Survey No. 31 Hissa No. 3,
 CTS No. 103A, 1
 Raghunath Gopal Karmarkar .. Landholder
 Karmarkar Associates .. Developer

Aditya Construction & Developer,
 Private Limited, .. Co-Developer

CERTIFICATE OF TITLE

We have investigated the title of Raghunath Gopal Karmarkar
 (the "Landholder") and Karmarkar Associates ("Developer"), and
 Aditya Construction and Developer Private Limited ("Co-Developer")
 to the land measuring 3012.30 square metres bearing Survey No. 31
 Hissa No. 3 (Part) CTS No. 103A, of Dindoshi, Taluka Borivli, Regis-
 tration District and Sub-District of Bombay Suburban more particu-
 larly described in the Schedule hereunder written (hereinafter
 referred to as "the said land"), forming part of the larger property
 bearing Survey No. 51 Hissa No. 1 (Part), of Chincholi and Survey
 No. 20, Hissa No. 6, Survey No. 22, Hissa No. 2, Survey No. 31 Hissa Nos. 2
 and 3, Survey No. 34 Hissa No. 2 of Dindoshi (hereinafter referred to
 as "the larger property") and have perused copies of the title
 deeds, documents and agreements and Certificate of Title dated
 30-9-1980 of Mr. S. B. Naik relating to the said larger property and
 Search Notes & Reports of the records of Talathi and City Survey of
 Dindoshi and the Sub-Registrar's Office at Bandra and Bombay for the



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Annexure II

period from 1944 and our Title Certificates dated 9-6-1984, 3-3-1986 and 9-5-1994 and 2-4-1999 in respect of the said Larger Property and CERTIFY that the title of the Landholder Raghunath Gopal Karmarker and the Developer Karmarker Associates to the Land more particularly described in the Schedule hereunder written is subject to the mortgage in favour of Industrial Bank Limited marketable and free from reasonable doubts and the Co-Developer Aditya Construction and Developers Private Limited are entitled to develop the said Land more particularly described in the Schedule hereunder written.

THE SCHEDULE OF THE PROPERTY.

All those pieces or parcels of land situate, lying and being in the revenue Village of Dindoshi, Taluka Borivli, Registration District of Bombay Suburban bearing Survey No.31, Hissa No.3 CTS No.103A, admeasuring 8012.30 square metres.

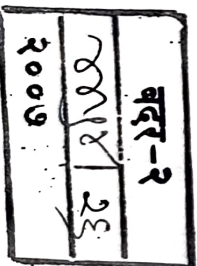
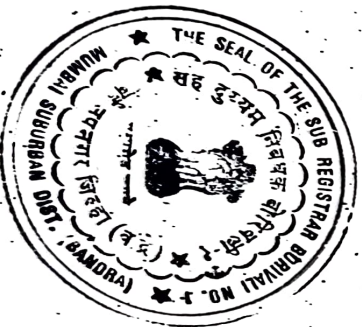
Dated this 23rd day of May, 2000.

For Deputy Registrar & Diwan,

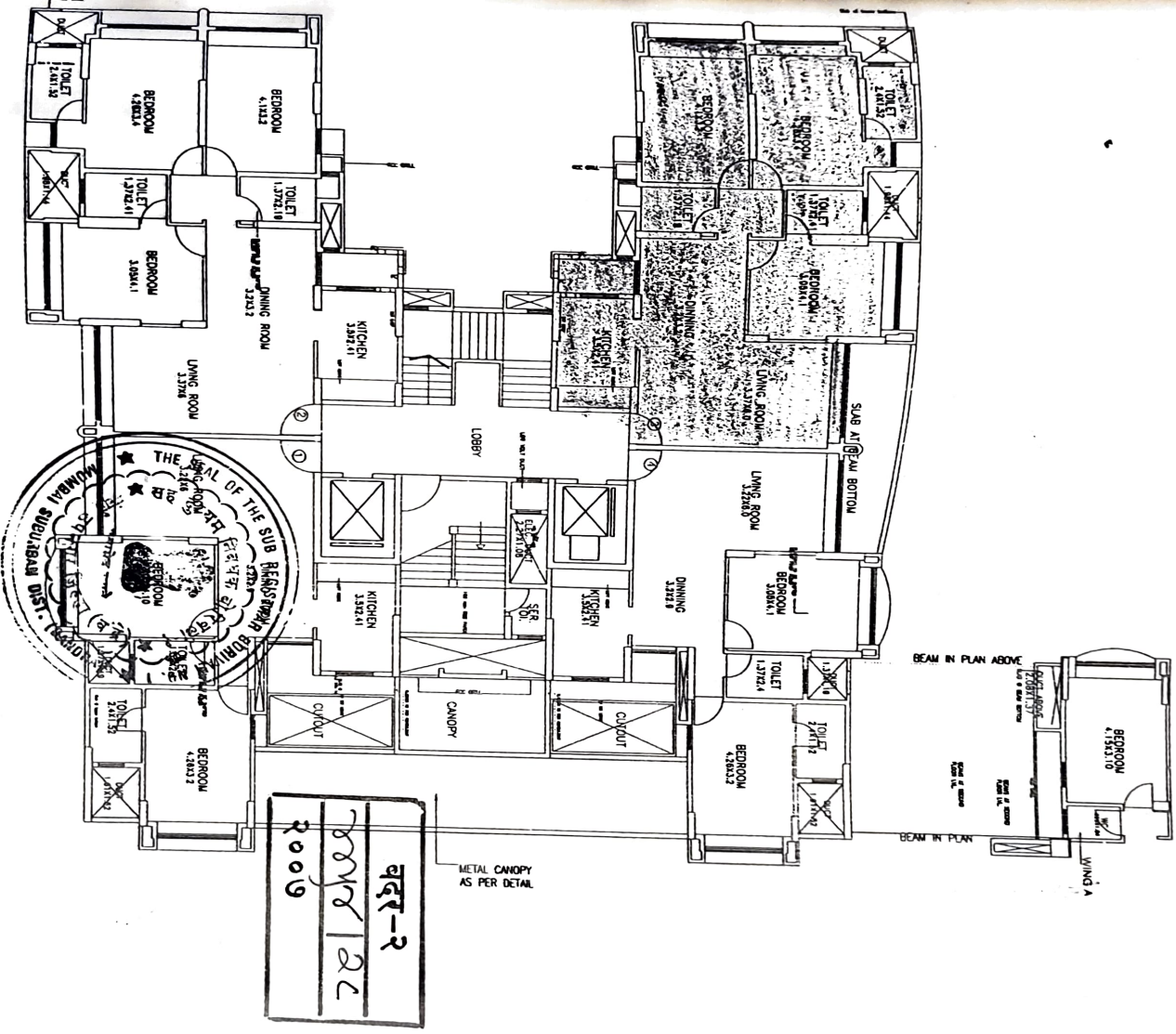
[Signature]

Partner
Advocates, Solicitors & Notary.

EF.



ANNEXURE



FIRST FLOOR PLAN
WING 'B'

Flat No. 103

For **Camwood Construction & Developers Pvt. Ltd.**

Director

Director

Authorised Signatory

BRITISH HONORARY MEMBERSHIP

FORM "A"

ISSUED: 7 NOV 1994

NO. CHE/6400 /BP (WS)/AD/YR

COMMENCEMENT CERTIFICATE

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT NO. XXVII OF 1961)

to Shri D.D. N. Shan, C.A. to K.G. Salmarwar

APPLICANT, to the development work at

premises at Street No. _____ CTS No. 103A Survey No. _____ of Village Dindoshi situated at G.M. Link Road, Walad (E).

on the following conditions viz.:

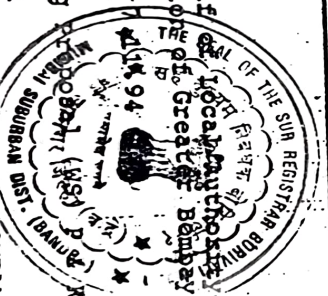
1. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if (a) the Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans (b) any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with (c) the Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 13 or 45 of the Maharashtra Regional and Town Planning Act, 1966, the Municipal Commissioner has appointed Shri G.K. Navak Executive Engineer to exercise his powers and functions of the Planning Authority under sec. 45 of the said Act.

2. This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.

3. This commencement certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.

4. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

5. This C.C. is valid upto 1st slab (stillt slab) level only. Condition Nos.6,7,8 on page 2.



for and on behalf of the Municipal Corporation of Greater Bombay

Executive Engineer Building

FOR

MUNICIPAL COMMISSIONER FOR GREATER BOMBAY

sd/- 7.11.94

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

Executive Engineer Building

Copy to - 1) A.E.W.W.(P|N) 2) W.O.(P|N)

for information

sd/- 7.11.94 TRUE-COPY

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sd/- 2.11.94

A.E.B.P. (P)

6. The land vacated in consequence of the enforcement of the setback line/road widening line shall form part of the public street.

7. No new bldg. or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.

8. This permission does not entitle you to develop land which does not vest in you.

Sd/- 7.11.94

Executive Engineer,
Bldgs. Proposal (W.S.) Wards.

9. This C.C. is valid upto stilt slab level including basement as per amended approved plans dt. 28.6.95.

Sd/- 29.7.95

S.E.B.P. P|NE

A.E.B.P. 'P'

Sd/- 16.8.95

E.E.B.P. P

ISSUED
16 AUG 1995

10. This C.C. is now further extended for entire work of club-house i.e. Basement + Gr. Floor + 1 upper floor and re-endorsed for the work of commercial bldg. upto basement + Gr. Floor i.e. upto first slab level only as per amended plans dt. 29.1.98.

Sd/- 23.4.98

S.E.B.P. (P|N)W

Sd/. 8.5.98

A.E.B.P. (P)

ISSUED
8 MAY 1998

11. This C.C. is now re-endorsed for the work of Lower Base + Upper Base + Part Stilt + Part Ground below podium and Stilt below Wing A, B and C above podium as per approved amended plan dated 15.6.2001.

Sd/- 19.6.01

S.E.(B.P.)P|R

Sd/- 14.6.2001

A.E.(B.P.) 'P'

ISSUED
19 JUN 2001.

7 AUG 2001

Certified True Copy

CHANN
27/10/01

Assistant Engineer (Bldg. Prop.)
R/Korh/C/Smith



12. This C.C. is now valid and further extended for the entire work of wing 'C' i.e. stilt as per approved amended plan

4 JUN 2004

Sd/-
A.E.B.P. (W.S.) 'P'

13. This C.C. is now valid and further extended upto stilt + 7 upper floors of wing 'A' and stilt + one upper - floors of wing - 'B' as per approved plans dt. - 28/10/2004

8 DEC 2004

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Sd/-
A.E.P.(P)

CHE/ 6400 /B.P. (W.BD) A.P.

147 This C.C. is now valid and further extended for entire work of wing. 'A' - Stilt + 10 upper floors and wing. 'B' - up to - Stilt + 14 upper floors as per approved plans dt- 03/2/2005

4 FEB 2005

ambre kotnani
AEBP(P)

TRUE-COPY

FOR BHATNAGAR AMBRE KOTNANI

Ambre Kotnani
PARTNER



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<i>ambre kotnani</i>
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Form No. 15, 600
 346
 18

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

EC/48

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

Village Councils Approval
 The Provision Plans
 No. 103-A of village Dindoshi at Gokuldam, Goregaon (East)
 B. S. (W.S.) P. & R.
 Dated 23/1/98

No. E. B. 103/A/6400/BP (W.S.) P. & R. OF 199 - 199

MEMORANDUM

Shri V.K. Goenka.

Municipal Office,
 Mumbai 27. APR. 2000

With reference to your Notice, letter No. 53 dated 7.1.98 and delivered on 23.1.1998 and the plan No. 103-A of village Dindoshi at Gokuldam, Goregaon (East) details of your building, at..... I have to inform you that I cannot approve the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you under Section 346 of the Bombay Municipal Corporation Act as amended (upto-date, my disapproval) for the following reasons :-

8 - CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK/BEFORE PLYNTH C.C.

- That the C.C. under Sec. 44(69)(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
- That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding to prove possession of holding before starting the work as per D.C.Reg.
- That the low lying plot will not be filled up to a reduced level of at least T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders and sloped towards road side, before starting the work.
- That the specification for D.P.Roads for setback land will not be obtained from E.E.Road Construction(W.S.)P. & R. before starting the construction work and setback land will not be developed accordingly including providing street lights and S.W.D. the completion certificate will not be obtained from E.E.(R.C.)/E.E.(S.W.D)W.S.(P. & R.)/E.E.(T. & C.) before submitting B.C.C.
- That the Structural Engineer will not be appointed, supervision memo as per Appendix XI (Regulation 5(a)(ix) will not be submitted by him.
- That the structural design including provision of seismic/wind load and for calculations for the proposed work and for the existing building showing adequacy thereof to take up additional load will not be submitted before C.C.



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 2000

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

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise, you will be at liberty to proceed with the said building or work at anytime before the 2.6. APR. 2004 of 199, but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

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

Executive Engineer, Building Proposals.
Zone, Wards.

SPECIAL INSTRUCTIONS.

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

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

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

"(a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be laid in such street."

"(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.) of such building.

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

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.

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

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

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

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

Attention is drawn to the notes Accompanying this Intimation of Disapproval

