

मुद्रांक शुल्क/Stamp Duty रू./Rs. ट्रेप्प

सेवा आकारणी शुल्क

देनांक / Date

शाखा / Br.

भरणाऱ्याचे नाव / Name of stamp Amount in Words, No. of Documents ing party Service Charges

ग्नादेश / पे ऑर्डर ज्या बँकेचा काढला आहे त्या बँकेचे / Name of the Drawee Bank AUG 2009

बदर = 🗐 2008

आवश्यक आहे. /This counterfoil has to be presented

at the time of delivery of stamps

मुद्रांक केलेले दस्तऐवज घेण्यास येताना ही पावती

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made at Mumbai this ________ Angust Two Thousand Nine;

BETWEEN

MIDDLETON DEVELOPERS LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 216, A.J.C. Bose Road, Kolkatta - 700 017 and having its Mumbai site address at P.K. Road (extension), Mulund (West), Mumbai-400 080, hereinafter called the "Developer" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns) of the First Part:

AND

IGE (INDIA) LIMITED, a Company incorporated and registered under the Companies Act, 1956, and having its Registered Office at Nirmal Building, 17th Floor Nariman Point, Mumbai- 400 021, hereinafter called "Confirming Party" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean

Developer

Confirming Party

and include its successors in business and assigns) of the Second

Part;

AND

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SHRI Rajesh Shambhulal Bhanushali & Mrs. Sangeeta Rajesh Bhanushali residing at 601, Sai Aangon, Nahur Village Road, Mulund (West), Mumbai-400 080 hereinafter called the "Purchaser/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his / her / their heirs, executors, administrators or successors) of the Third Part;

WHEREAS:

- entered into between Life Insurance Corporation of India as the vendor therein and Minerva Dealers Private Limited as the Purchasea therein and was registered in the office of the Sub-Registrar of Assurances, Mumbai under Sr. No. 3751/1962, the said Life Insurance Corporation of India conveyed and transferred to Minerva Dealers Private Limited all those pieces or parcels of vacant or open land or ground hereditaments and premises situate lying and being at Village Nahur near Mulund in Greater Bombay within the limits of the Municipal Corporation of Greater Bombay in the Registration Sub-district Bandra and District Bombay Suburban more particularly described in the Schedule therein written (hereinafter referred to as the "Larger Property") for the consideration and upon the terms and conditions mentioned therein.
- (B) Under an agreement dated 27 April 1964 made and entered into between Minerva Dealers Private Limited and Municipal Corporation of Greater Bombay registered at the office of the Sub-Registrar of

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Developer

Confirming Party

Assurances, Mumbai under Sr. No. 1128/64, the sub-division of the Larger Property was duly approved on the terms and conditions mentioned therein.

- (C) Under three separate Indentures of Conveyance all dated 30 March 1965 made and entered into between Minerva Dealers Pvt. Ltd. and Raneegunge Coal Association Ltd., Minerva Dealers Pvt. Ltd. thereby granted, conveyed and transferred unto Raneegunge Coal Association Ltd., a portion of the Larger Property being sub-divided into Plot Nos. 67, 70 and 71 more particularly described in the First Schedule hereunder written on the terms and conditions mentioned therein (hereinafter lefence to us the "Land").
- Raneegungee Coal Association Limited as the Vendor therein Minerval Dealers Private Limited as Confirming Party therein and Ashoka Marketing Ltd as the Purchaser therein and registered with the office of the Sub-Registrar of Assurances, Calcutta under Sr. No. 4328/70, the Vendor therein granted, conveyed and transferred the said Land to Ashoka Marketing Ltd. on the terms and conditions mentioned therein.
- into between Ashoka Marketing Ltd. and the Developer herein and registered with the office of the Sub-Registrar of Assurances, Kurla-I, Mumbai under Sr. No. 6798/2005 the said Ashoka Marketing Ltd. granted to the Developer herein development rights in respect of the said Land on the terms and conditions contained therein.

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Developer Confi

Confirming Party

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- Power of Attorney dated 5 October, 2005 in favour of the Developer for development of the said Land and to do certain acts, deeds and things of and to exercise the powers and authorities mentioned therein. The said Power of Attorney has been duly registered with the office of the Sub-Registrar, Kurla-1, Mumbai Suburban District under Sr. No. 6799/2005.
- (G) Thus, the Developer now is well and sufficiently entitled to deal with the said Land more particularly described in the First Schedule hereunder.
- Mumbai Metropolitan Region Development Authority Pereinafter referred to as" MMRDA") to rehabilitate Project affected persons by road widening under the MUIP scheme and also for the insitu Slum Dwellers on the said Land under Clause 3.11 read with clause 3.5 & 3.19 of appendix IV of Development Control Regulation No.33 (10) as modified by Government under UDD Notification No. 1095/1209/CR-273/95/UD-11 dated 15 October, 1997 and as modified from time to time so that the Developer can utilize a part of FSI on the said Land by constructing premises in the building with separate entry and exit ("Free Sale Building") and selling the same and /or give on leave and license, lease or on other basis as the Developer may deem fit and proper.
- rehabilitation scheme as mentioned above of the Developer by a Letter of Intent No.MMRDA/S.R.A./LOI-24/PL/T/2005 dated 18 October 2005 and further amended by a letter of intent No.MMRDA/S.R.A./REV-LOI-24/PL/T/2006 dated 4 July 2006 and subsequent Letter of Intent

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No.MMRDA/ SRA/ REV – LOI-24/PL/T/2009 dated 1 April, 2009 in respect of a portion of said Land admeasuring approximately 4538.21 sq. mtrs. and more particularly described in the Second Schedule hereunder written (hereinafter referred to as "said Property").

- The MMRDA approved the plans submitted by the Developer for the **(J)** construction of the Free Sale building to be known as "MULUND SHANGRI-LA" on the part of the said Property consisting of basement, ground floor and upper floors vide IOA No. MMRDA /SE/ SRA CELL /24/IOA-86/PL/T dated 8/12/2005 Executive issued by the Engineer and vide Commencement Certificate MMRDA/SE/SRA No. 86/PL/TWARD dated 1 February 2006 and revised building plans bearing No. MMRDA / SE/ SRA Cell/ 24/IOA-86/PL/ T Ward dated 1 June 2009 copies of which are annexed hereto and marked with ANNEXURE
 - (K) M/s. Khaitan & Co., Advocate and Solicitors have issued certificates of title dated 28 November 2005 and 27 September 2007 certifying the title of the said Property, a copy of which is annexed hereto and marked with ANNEXURE "B".
 - (L) The Revenue Records in respect of the said Property stand in the name of the M/s. Ashoka Marketing Ltd., a copy of which is annexed hereto and marked as ANNEXURE "C".
 - (M) Vide an order dated 15 June 2007 passed by the Urban Development Authority, Ashoka Marketing Limited obtained necessary permission under the Urban Land (Ceiling and Regulation) Act, a copy of which is annexed and marked as ANNEXURE "D".

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Developer

Confirming Party

By a Tripartite Agreement dated 16 January 2008 made and entered into between MMRDA, the Developer and The Metropolitan Commissioner being the Deemed Slum Rehabilitation Authority (hereinafter referred to as "**Deemed S.R.A.**") and registered with the officer of the Sub-Registrar of Assurances Kurla-1 Mumbai under Sr. No. BDR-3-00569/2008 dated 18 January 2008, the Developer is entitled to utilize a part of F.S.I. on the said Property by constructing premises (being Free Sale Area to be sold, transferred, mortgaged, leased, licensed, and or otherwise deal and disposed of by the Developer in the manner Developer deem fit and proper for their own gain and benefits) in the separate wing of the composite building to be constructed on the said Property Min separate entry and exit ("Free Sale Building"). The Developer shall be absolutely entitled to sell on ownership basis, lease, to give on leave and license, etc. such premises in the Free Sale Building to any person/s and to appropriate consideration received there from without reference to consent of the MMRDA or the Deemed S.R.A. in any manner whatsoever. The persons claiming through the Developer in the Free Sale Building shall be entitled to own mortgage, securitize, transfer, hold and enjoy their respective premises pursuant to terms as may be agreed with the Developer without any impediment, consent approval and / or permission from the Deemed

office of the sub Registrar of Assurances Kurla -1 Mumbai. Under Sr. No. BDR-3-00570/2008 dated 18 January 2008 Ashoka Marketing Ltd. / Developer transferred and conveyed the said Property to MMRDA in pursuance of clause 24 of the Tripartite Agreement referred above. The

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Developer

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Confirming Party

Purchaser

S.R.A. and / or the MMRDA.

Land Component on which the Free Sale Building will be constructed shall be leased by MMRDA to the co-operative society to be formed by the occupants of the Free Sale Building on 30 years lease rent of Rs 1001 and renewable for a further period of 30 years.

- (P) The Developer is in the process of selling premises in the Free Sale Building to be known as "MULUND SHANGRI-LA" (hereinafter referred to as "said Building") which is being constructed on the part of the said Property;
- (Q) The Developer vide a letter of allotment dated 28-03-2009 (hereinafter referred to as "said Allotment Letter") issued in favour of the Confirming Party has agreed to sell transfer and assign to the Confirming Party nominees /assignees (as may be directed by the Confirming Party). Flat No. 1104 on the 11th floor (hereinafter referred to as "said Premises" and more particularly described in the Third Schedule hereunder written in the said Building for consideration and upon terms and condition agreed between the Developer and the Confirming Party. Simultaneously along with the issuance of the said Allotment Letter, the Confirming Party has paid to the Developer full consideration for the purchase of the said Premises, the receipt whereof the Developer confirms and acknowledges. The Developer hereby further represents that there is nothing due and payable from the Confirming Party to the Developer in respect to the said Premises a copy of the allotment letter is annexed and marked as ANNEXURE "D1".
 - (R) The Purchaser has approached the Confirming Party to transfer and assign in its favour the said Allotment Letter and all the rights and interest accrued to the Confirming Party under the said Allotment Letter being the

Developer Confirming Party

said Premises for consideration and upon terms and conditions mentioned herein.

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- interest in the said Allotment Letter being the said Premises in favour of the Purchaser and the Confirming Party has requested the Developer to execute an Agreement for Sale in respect to the said Premises in favour of its assignee being the Purchaser herein.
- (T) The Purchaser/s confirm/s that he / she / they has / have inspected the originals of the said plan/s, IOD, CC, Certificate of the Title, P.R. Card and all other related documents and the Purchaser/s confirms the same.
- Party to the said Premises and rights of the Developer to develop the said Property, has agreed to acquire the said Flat No. 1104 on the 11th floor more particularly described in the Third Schedule hereunder written in the said Building known as "MULUND SHANGRI-LA" to be constructed on the part of the said Property;
- (V) The Developer agrees to sell to the Purchaser/s and the Confirming Party hereby confirms the assignment of the said Allotment Letter in favour of the Purchaser and the Purchaser/s has / have agreed to purchase the said Premises at the price to be paid to the Confirming Party for the assignment of its right title and interest in the said Allotment Letter on the terms and conditions hereinafter appearing.

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

Developer

Confirming Party

- The Developer shall construct Buildings / Flat / Shops on the part of the said Property in accordance with the plans, designs and specifications approved by MMRDA or any other concerned authorities and which have been seen and Inspected by the Purchaser. The Developer shall be entitled to make such variation and modifications as the Developer may consider necessary and / or as may be required by the concerned authorities / Government, from time to time.
- The Purchaser has prior to the execution of this Agreement satisfied himself

 / herself / itself / themselves about the title of the Developer to the said

 Property and the right title and interest of the Confirming Party to the said

 Allotment Letter and the Purchaser shall not be entitled to investigate the title of the Developer and the Confirming Party and no requisitions whatsoever shall be raised or made on any matter relating thereto:
- Confirming Party hereby transfer and assign in favour of the Purchaser the said Allotment Letter and all the rights and interest accrued to the Confirming Party under the said Allotment Letter being the said Premises and the Developer hereby agrees to sell to the Purchaser, without any objection of the Confirming Party whatsoever, the said Premises being Flat No. 1104 on the 11th floor more particularly described in the Third Schedule hereunder written in the said building known as "MULUND SHANGRI-LA" to be constructed on the said Property and as shown in the plan hereto annexed and marked as ANNEXURE "E" together with amenities in the said Premises to be provided as set out in the ANNEXURE "F" hereto annexed at or for the price of Rs 48,00,000/- (Rupees Fourty

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Developer

Confirming Party

Eight Lacs Only) (hereinafter referred to as "Sale Consideration") to be paid by the Purchaser solely to the Confirming Party for assignment of the said Allotment Letter in favour of the Purchaser (which Sale Consideration 90 excludes legal cost, share money, M.S.E.B. Charges, Infrastructure charges payable to water department, formation and registration of the Society, as mentioned in clause 25 below which shall be paid to the Developer directly) and for execution of this Agreement for Sale by the Developer in favour of the Purchaser. The Developer hereby confirms that the Confirming Party under the said Allotment Letter has paid to the Developer full consideration for the purchase of the said premises receipt whereof the Developer acknowledges and Developer hereby further confirms that there is nothing due and payable from the Confirming Party to the Developer in respect to the said Premises (save and except the charges mentioned in clause 25 herein) and Confirming Party is solely entitled to the entire Sale Consideration to be paid by the Purchaser under this Agreement. Upon the request of the Confirming Party the Developer has agreed to execute this Agreement for Sale directly in favour of the Purchaser herein (being the assignee of the Confirming Party) and the Confirming Party hereby gives its "no objection" for the sale, transfer and assignment of the said Premises by the Developer in favour of the Purchaser.

4. In case the Purchaser procures a home loan from any Banks/ financial institutions, the Sale Consideration shall be disbursed by the Bank / financial institutions directly in favour of the Confirming Party and the Developer agrees and confirms to the same.

Developer Confirming Party

- the Sale Consideration of Rs 48,00,000/- (Rupees Fourty Eighty Lacs Only) shall be paid by the Purchaser solely to the Confirming Party (and the Developer hereby confirms to the same) in the following manner:
- 87% of the sale price as the Developer has completed the 12th /final slab and brick work of the said Premises;.
- 5.2 Rs 1,92,000/- (Rupees One Lacs Ninety Two Thousand Only) being 4% of the Sale Consideration on completion of External plaster;
- 5.3 Rs 1,92,000/- (Rupees One Lacs Ninety Two Thousand Only Deing 4% of the Sale Consideration on completion of Internal finishing work, and
- 5.4 Rs 2,40,000/- (Rupees Two Lacs Fourty Thousand Only) being 5% balance of Sale Consideration before possession of the said Premises.

The Purchaser upon execution hereof has/have paid to the Confirming Party a sum of Rs. 9,60,000/- (Rupees Nine Lacs Sixty Thousand Only) (the receipt whereof the Confirming Party doth hereby admit and acknowledges subject to realisation of cheques). The Purchaser either by himself/herself/themselves or through their Bankers/ financial institutions shall pay to the Confirming Party the balance sum out of 87% (as mentioned in clause 5.1 above) being Rs.32,16,000/- (Rupees Thirty Two Lacs Sixteen Thousand Only) within a period of 45 days from the date of execution hereof. Purchasers are required to pay the amounts mentioned in clause 5.2 to 5.4 within 7 days of being intimated in writing by the Developer/ Confirming Party. Time being the essence of the contract.

6. Save as otherwise expressly set out herein, it is hereby expressly agreed by and between the parties that the time shall be essence of this Agreement

Developer

Confirming Party

for payment of instalments as aforesaid and for complying with the terms and conditions of this Agreement.

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- 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 authorities at the time of sanctioning the said plans or thereafter.
- The Purchaser/s has/have hereby expressly consented to the Developer, 8. redesigning any building or buildings or relocating the recreation area or internal roads and passages and such other area or areas in the Property which the Developer may desire to modify and redesign building in which the Purchaser has agreed to acquire the said Premises is completed earlier than other wings / buildings on the said Property, there the Purchaser confirms that the Developer will be entitled to utilise any F.S.I. which may be available on the said Property or any part thereof or any adjoining property or properties as the case may be and till the entire building/s as set out herein is / are completed and the F.S.I. available on the said Property is utilised by the Developer and the amount/s receivable by the Confirming Party /Developer (as the case may be) and all the obligations required to be carried out by the Developer and the Purchaser herein and the other purchasers of the premises are fulfilled by them, the Developer shall not be bound and/or be called upon or required by the Purchaser to form any Co-operative Society and the Purchaser/s agree/s and irrevocably consents not raise any demand or dispute or objection in that behalf.

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Developer

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Confirming Party

- The Developer shall become the members of the Society in respect of the undisposed and unsold areas. If the Developer transfer, assign and dispose of the said unsold / undisposed areas at any time to anybody, the assignees, transferee and / or the Purchaser/s from the Developer shall become the members of the Society in respect of the said undisposed or unsold areas without payment of any transfer fees or premium. The Purchaser/s will not have any objection to admit such assignees or transferees or purchaser as the members of the Society.
- of the other Flat and Shop will not charge or take anything from the Developer or their nominees or nominee any amount by way of monthly maintenance charges or any other charge or demand by any reduction in the Sale Consideration on the reason of inconveniences or any other ground.
- 11. It is hereby agreed between the Developer and the Purchaser that in the event of the Developer receiving any additional F.S.I. and/or development rights in respect of the said Property, the Developer shall be entitled to construct either additional floor or floors on the said building or any part thereof or construct any additional structure on the said Property in the open compound as may be permissible either as Annex Building or as an independent buildings as the Developer may in their absolute discretion think fit and proper and in the aforesaid event the Developer shall be entitled to deal with, dispose off, alienate, encumber or transfer such additional floor or floors or buildings or structures for such consideration to such party as the Developer may in their absolute discretion desire without reference or recourse or consent of the

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Developer

Confirming Party

purchasers in any manner whatsoever and the Purchaser hereby agrees not to raise any dispute or raise any objection to the same. In the event of the portion of the Property being notified for set back prior to the transfer to the Co-operative Housing Society, then the developes alone shall be entitled to receive the amount of compensation for such set back area.

2. Without prejudice to the other rights and remedies of the Confirming Party **/Developer under this Agreement and / or law, the Purchaser agrees to** pay to the Confirming Party/Developer interest at 18% per annum on all the amounts which become due and payable by the Purchas Confirming Party under terms of this Agreement from the due date till payment or realization thereon to the Confirming Party/Developer. In the event of failure or neglect by the Purchaser to remedy such breach/default for three months, the Confirming Party / Developer (a may be instructed by the Confirming Party to the Developer) shall be entitled to terminate this Agreement and the Confirming Party shall refund the amount paid by the Purchaser till then (after deducting 20% of the Sale Consideration) without interest. Upon termination of this Agreement the assignment of the said Letter of Allotment shall also come to an end. It is further clarified that upon such termination for the purpose of repayment, the Confirming Party shall be free to sell the said Premises to any third party without making any reference to the Purchaser as the Confirming Party deems fit and refund to the Purchaser the amount out of the proceed of the sale of the said Premises after adjusting the Confirming Party's claim on the Purchaser. Upon termination of this Agreement the

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Developer Confirming Party

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Confirming Party shall forfeit 20% of the Sale Consideration. t is agreed between the parties that in such an event of termination the Confirming Party shall in addition to the above forfeiture, be entitled to deduct from the consideration and or any other sum received from the Purchaser/s till then, all the costs, charges and expenses whatsoever, including any expenses in respect to any litigation, which are borne or to be borne, paid and/or incurred by the Developer/Confirming Party for the purpose of enforcing any of their claims, rights and/or benefits under this Agreement and/or for enforcing obligations, any amount/s or dues whatsoever payable by the Purchaser/s under this Agreement. The Purchaser/s shall indemnify and keep indemnified the Confirming Party against a least second and expenses, payments and charges of whatsoever nature to be made or paid by the Purchaser/s under this Agreement. The Continuing Party shall have first and paramount charge and lien on the said Apartment respect of any amount whatsoever payable by the Purchaser's to the Confirming Party under this Agreement. The Purchaser/s shall not object to or dispute the aforesaid for any reason whatsoever, and the

13. The Confirming Party shall in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement shall have a first lien and charge on the said Premises agreed to be purchased by the Purchaser.

aforesaid and agree/s and undertake/s to pay the same.

Purchaser/s hereby irrevocably and unconditionally consent/s to the

14. The Purchaser has hereby given his / her / it / their express consent to the Developer to create a mortgage of the said Property in favour of Bank or financial institution. This consent shall be deemed to have been given

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Developer

Confirming Party

under the provisions of Section 9 of the Maharashtra Ownership of Flats Act, 1963. This consent is given on the express understanding that the mortgage shall be cleared by the Developer at their ownerses before the execution of assignment / Lease Agreement of the said Property in favour of the Co-operative Society that may be formed.

- It is expressly agreed that the possession of the said Premises will be handed over by the Developer to the Purchaser approximately by 31st day of October, 2009 provided the Confirming Party has received full Sale Consideration of the said Premises including interest on late payments and provided the construction by the Developer is not delayed on account of non-availability of steel, cement and other building material, water or electric supply and / or on account of act of God, Civil Commotion, Riot, War or any notice, order, rules, notification of the Government and / or other public body and / or Competent Authority which adversely affects the construction schedule of the Developer or any other reason and/or circumstances beyond control of the Developer.
- 16. The Purchaser shall use the said Premises or any part thereof or permit the same to be used only for purpose of residence / commercial and no other use of any nature whatsoever shall be permitted. The Purchaser shall take possession of the said Premises within 15 days of the Developers giving written notice to the Purchaser intimating that the said Premises is ready and provided that the Purchaser has paid Sale Consideration as mentioned above.

Developer

5.

Confirming Party

Purchaser either by Registered Post A/D or Under Certificate of Posting at

his / her / their address specified below:

Purchaser

: Mr. Rajesh Shambhulal Bhanushali 🛵 🤊 Sangeeta

Rajesh Bhanushali

601, Sai Aangon, Nahur Village Road, Mulund (West),

Mumbai-400 080

The PAN Nos. of the Parties are as under: 39.

Developer

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Confirming Party:

AAACI2678B

Purchaser

AAGPD9233L & AEBPB5253M

This Agreement shall always be subject to the provisions contained in 40. Maharashtra Ownership Flats (Regulation of Promotion of Construction Sales, Management and Transfer) Act, 1970 or that of Maharash Apartment Ownership Act, 1970 and any amendment and modification thereof as the case may be, with the rules regulations and byelaws framed thereunder.

IN WITNESS WHEREOF the parties hereto have hereunto and duplicate hereof set and subscribed their respective hands and seal the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

The Sub-divided Plot Nos. 67, 70 and 71

ALL THAT PIECE AND PARCEL OF LAND bearing sub-divided plot no. 67, 70 and 71

situate at Village Nahur (Mulund) in Greater Mumbai in the registration sub-

district of Kurla Bombay suburban district admeasuring 5633 sq. yards i.e. 4709 sq

Developer

Confirming Party

meters bearing CTS Nos. 551/77 B bearing S. No. 114 H No. 1 (part) S No. 113 H No. 1 (Part) S. No. 127 H. No.3 (Part) S. No. 127 H No. 10 (Part) and bounded as

follows:

On or towards North by :

44' wide proposed road

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On or towards South by:

government land forming part of nala.

On or towards East by :

60ft wide road known as Purshottam

Khairaj road extension.

on or towards West by:

Plot CTS NO. 551/77/A

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the land on which building to be known as "Mulund Shangri-La" is being constructed)

ALL THOSE PIECE AND PARCEL of lands or grounds on CTS NO. 551/77/B (Part)

being a portion of the said Land described in First Schedule hereing boxes on

bounded as follows.

on or towards North by

44 'wide proposed Road'

on or towards South by

government land forming part of nala

on or towards East by

60ft wide road known as Purshottam

Khairaj Road Extension

on or towards West by

Plot CTS NO. 551/77/A

Developer

Confirming Party

Purchaser

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THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the said Flat / Shop)

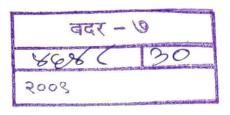
Flat No. 1104 on the 11TH floor, in the said building to be constructed on the said Property described in the Second Schedule hereinabove and to be known as "Mulund Shangri-La" admeasuring 71.44 sq. mtrs. carpet area equivalent to 769 sq. ft. carpet area (111.11 sq.mtrs. saleable area equivalent to 1196 sq.ft. saleable area) marked by boundary in red colour in the plan annexed and as Annexure "E" hereto.

saleable area) marked by boundary in red	colour in the plan annexed and
as Annexure "E" hereto.	
SIGNED AND DELIVERED	
by the withinnamed DEVELOPER	
MIDDLETON DEVELOPERS LIMITED	
by the hand of its Director / Authorised	
signatory Mr SUNIL KNAMDELUAL	
in the presence of	
1.	
2.	
SIGNED AND DELIVERED	
By the withinnamed CONFIRMING PARTY	
IGE (INDIA) LIMITED	
Through its authorized person Mr. 1962 A. Mohamud	Lanna de la company de la comp
in the presence of	
1.	
2.	Made
SIGNED AND DELIVERED	
by the withinnamed PURCHASER/S	
Mr. Rajesh Shambhulal Bhanushali &	Priest
^{Mrs. Sang} eeta Rajesh Bhanushali	1 Sargita Rhanushali
in the presence of	sayua Bhahushau
2.	
a Millian Comment	

Confirming Party

Developer

ANNEXURE "A"



MUMBAI METROPOLITION REGION DEVELOPMENT AUTHORITY
6th Floor, MMRDA Bldg., Bandra (E), Mumbai - 400 051.

Intimation of Approval under Sub Regulation 2.3 & 2.5 of Appendix - IV to D.C.R. No. 33(10) Dt. 15.10.97 for Brihanmumbal.

NO / MMRDA /5 E / SRA Cell / 24/ IOA - 86/ PL/T Date : - 8 DEC 2005

To.

M/s. MIDDLETON DEVELOPERS LIMITED

"NIRMAL", 17th FLOOR, NARIMAN POINT, MUMBAI - 480021.

A. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL

- A.1) That the Commencement Certificate u/s. 44/69 (1) (a) of the MR & TP Act, shall be obtained before starting the proposed work.
- A.2) That the compound wall shall be constructed, after getting the plot demarcated from the concerned authority, 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 before starting the work as per D.C. Regulation No. 38 (27).
- A.3) That the Structural Engineer shall be appointed, and Supervision memo as per Appendix XI D.C. Regulation 5 (3) (ix) shall be submitted by him.
- A.4) That the structural design & calculations for the proposed work accounting for system analysis as per relevant I. S. code including IS code 1893 for earthquake design along with plan shall be submitted before C.C.

SB.



Subject to your so modifying your intention as to comply the aforesaid mentioned conditions and meet by requirements. You will be at liberty to proceed with the said building or work at anytime before the _______ but not so as to contravene any of the provisions of the said Act as amended as aforesaid or any rule, regulations of bye-law made under that Act at the time in force.

Your attention is drawn to the special Instructions and Notes accompanying this Intimation of Approval.

Superintending, Engineer, (S.R.A.)

MMRDA

SPECIAL INSTRUCTIONS

- (1) THIS INTIMATION OF APPROVAL GIVES NO RIGHT TO BUILD UPON LAND, WHICH IS NOT YOUR PROPERTY.
- (2) Under section 151 & 152 of M.R. & T.P. Act 1966, as amended the M.C. MMRDA has empowered the Executive Engineer (S.R.A.) MMRDA to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the M.C. MMRDA by section of the said Act.
- (3) Proposed date of commencement of work should be communicated to this office.
- (4) One more copy of the block plan should be submitted to the Collector,

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

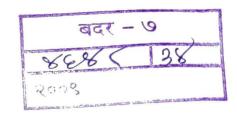
Attention is drawn to the notes Accompanying this Intimation of Approval.

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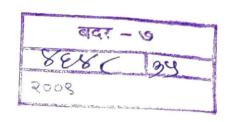
MMRDA/SE/SRA CELL/24/IOA-86/PL/'T' WARD

- A.5) That the low lying plot shall be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murram, earth, boulders etc. and shall be levelled, rolled consolidated and sloped towards road.
- A.6) That the specification for layout road/setback, if any shall be obtained from E.E.(Road Construction), MCGM & EE(SWD), MCGM and same shall be constructed in W.B.M. before starting the construction work.
- A.7) That the drainage layout shall be submitted and got approved and the drainage work shall be executed in accordance with the requirements of the MCGM.
- A.8) That the Registered Site Supervisor, through Architects/Structural Engineer, shall be appointed before applying for C.C. and quarterly report from the site supervisor shall be submitted through the Architects/Structural Engineer certifying the quality of the construction work carried out at various stages of work or whenever demanded by the Executive Engineer (SRA).
- A.9) That the requisite premiums/deposits as per Circular, No 7 order SRA/1372 dated 25.11.1997 etc. upto date modification therein shall be paid before C.C.
- A.10) That the Indemnity Bond indemnifying the E.E. (SRA), MMRDA and his staff against damages, risks, cost etc. arising out of occurrence of any accidents, etc. and an undertaking regarding no nuisance shall be submitted before CC/starting the work.
- A.11) That No Objection Certificate shall be submitted from following departments as applicable:
 - a) AA & C of MCGM.
 - b) Civil Aviation Department
 - c) H.E. of MCGM for adequate water supply to the proposed development.
 - d) B.S.E.S. (Power Authority)
 - e) Tree Authority of MCGM before cutting of trees, if any.
 - f) Chief Engineer (SWD), MCGM.
- A.12) That the Janata Insurance Policy to cover the compensation/claims arising out of workmen's compensation Act, 1923 shall be obtained and submitted before starting the work and also shall be renewed during the construction.

- A.13) That adequate care in planning, designing and carrying out construction shall be taken in proposed building to provide for consequence of settlement of floors and plinth filling etc.
- A.14) That adequate care shall be taken to safeguard the trees existing on the plot while carrying out construction work.
- A.15) That notice under Section 347(1)(a) of Mumbai Municipal Corporation Act shall be sent for intimating the date of commencement of the work and intimation shall be sent to this office for checking the open spaces and building dimensions as soon as plinth is completed.
- A.16) That the requirement of bye-law (4C) shall be complied with before starting the drainage work and in case municipal sewer is not laid, the drainage work shall be carried out as per the requirements of Executive Engineer (Sewerage Project) Planning and Completion Certification from him shall be submitted.
- A.17) That adequate and decent temporary sanitary accommodation shall be provided for construction workers on site before starting the work.
- A.18) That the proposal shall not contravene the Section 251(A) of the Mumbai Municipal Corporation Act.
- A.19) That the remarks from Assistant Engineer (Water Works) regarding location, size, capacity of the suction tank, overhead storage tank for proposed works shall be submitted before starting the work and the requirements mentioned therein shall be complied with.
- A.20) That the capacity of overhead tank shall be provided as per "P" form issued by Department of Hydraulic Engineer and Structural design to that effect shall be submitted.
- A.21) That every part of the building construction and more particularly overhead tank shall be provided with a proper access for the staff of Insecticide Officer with a provision of temporary safe and stable ladder, etc.
- A.22) That requirement of Clause No.45 & 46 of DCR 1991 shall be complied with.
- A.23) That you shall get the plot boundaries demarcated for the scheme plot and the compound wall shall be constructed along the S.R.Scheme plot boundary after obtaining joint measurement carried out by the concerned City Survey Officer prior to commencing the building works and the same shall be certified by the concerned Architect.

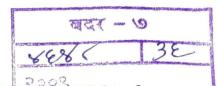


- A.24) That necessary arrangement for Rain Water Harvesting as per requirement of MCGM shall be submitted.
- A.25) That necessary pro-rata charges for laying water main sewer lines & providing street lights along 18.30 mtr. and 13.40 m wide D.P.roads shall be paid, if applicable.
- A.26) That the necessary deposit, development charges, premium shall be paid.
- A.27) That extra water and sewerage charges shall be paid to A.E.W.W.'T' Ward of MCGM.
- A.28) That NOC/approval from Chief Engineer, (Mechanical & Electrical), MCGM for providing artificial light and ventilation to the building shall be submitted and requirements mentioned therein shall be got complied with.
- A.29) That parking layout in the basement shall be got approved from E.E.(T&C), MCGM.
- A.30) That NOC from CFO shall be submitted.
- B) THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE.
- B.1) That a certificate regarding completion certificate of plinth work from Architect along with a plan showing the dimensions of the plinth and the available open spaces certified by the Architect shall be submitted and the same shall be got checked from Sub-Engineer (SRA Cell) MMRDA.
- B.2) That the stability certificate for work carried out upto plinth level shall be submitted from the Lic. Structural Engineer.
- B.3) That the Certificate from the Site Supervisor regarding supervision of plinth work shall be submitted.
- B.4) That the quality of construction of work of bldg. shall be strictly monitored by Architect/Site Supervisor/Structural Engineer and report on quality of work carried out shall be submitted by Architect periodically as per requirements of MMRDA (PIA).

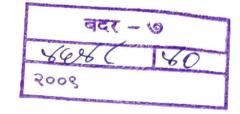


- B.5) That the quality of construction work shall be monitored by concerned project Management Consultant appointed by MC, MMRDA and project Management Consultant's certificate shall be binding on the Developer.
- B.6) That the separate P.R.Card for net plot shall be submitted.
- C. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE GRANTING O.C. TO ANY PART OF THE PROPOSED BUILDING.
- C.1) That some of the drains shall be laid internally with C.I.pipes.
- C.2) That the internal layout pathways shall be developed as per Municipal specifications including providing street lights and S.W.D. and the completion certificate shall be obtained from E.F.(R.C.)/F.E.(SWD). E.E.(T&C) of MCGM before submitting building completion certificate.
- C.3) That the dustbin shall be provided as per the requirements of this office.
- C.4) That carriage entrance shall be provided.
- C.5) That the surface drainage arrangement shall be provided in consultation with E.E.(SWD), MCGM or as per his remarks and a completion certificate shall be obtained and submitted before applying for occupation certificate/BCC.
- C.6) That the requirements from MTNL and BSES shall be obtained and complied with before asking occupation permission.
- C.7) That the Architect shall remove all the debris removal certificate before requesting for occupation permission.
- C.8) That 10-0" wide paved pathway up to staircase shall be provided.
- C.9) That the surrounding open spaces shall be kept open and unbuilt upon and shall be levelled and developed before requesting to grant permission to occupy the building or submitted the B.C.C. whichever is earlier.
- C.10) That the name plate/board showing plot No., Name of the building etc. shall be displayed at a prominent place.
- C.11) That the NOC from Lift Inspector, PWD shall be obtained and submitted to this Office.

S.



- C.12) That the drainage completion certificate from E.E.S.P.(P&D) for provision of septic tank/soak pit, if necessary, shall be submitted.
- C.13) All the conditions of Letter of Intent issued under No.MMRDA/SRA/LOI-24/PL/T/2005 dated 18.10.2005 shall be complied with before asking for occupation certificate.
- C.14) That stability certificate from Structural Engineer in prescribed Performa 'D' along with the final plan mounted canvas should be submitted.
- C.15) The Building Completion Certificate in prescribed Performa certifying work carried out as per specification shall be submitted.
- C.16) That the certificate to the effect that the licensed Surveyor has effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, terraces, fixtures, joints in drainage pipes etc. and that the workmanship is found very satisfactory shall be submitted.
- C.17) That the separate P.R.Card with area in words for net plot shall be submitted.
- C.18) That the NOC from the A.A.&C. of T ward shall be obtained and the requisitions, if any, shall be complied with before CC.
- C.19) That the requirement laid down by following Departments shall be complied with:
- i. A.A. & C. of T Ward.
- ii. H.E. of MCGM (like extra water charges and sewerage charges, completion of laying internal water lines, U/G tank, overhead tank etc.)
- iii. E.E.(Roads) and EE(SWD) of MCGM for internal layout road/set back and storm water drains nalla etc.
- iv. E.E.(T&C) of MCGM for street lights, and parking layout in basements.
- v. BSES/Electrical Authority for construction of Electric Sub-Stations, Cables, Power supply etc.
- vi. Tree Authority.
- vii. Chief Engineer (Mechanical & Electrical), M.C.G.M. for artificial light and ventilation.
- C.20) That the cost of carrying out off-site infrastructure works right upto the plot and strengthening of the existing infrastructure facility



MUMBAI METROPOLITAN REGION DEVELOPMENTAUTHORITY

7th floor, MMRDA Bldg, Bøndra (E), Mumbai – 400 051. MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

No.MMRDA/SE/SRA CELL/ 24/IOA- 86/ PL / T Ward. Date 0 1 FEB 2006

COMMENCEMENT CERTIFICATE

To, M/S Middleton Developers Ltd.

Sir.

With reference to your application no. 7696 dated 05.11.2005 for Development Permission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a composite building on land bearing CTS no. 551/77-B(pt) of village Nahur, Mulund(W) in T Ward.

The Commencement Certificate / Building permit is granted subject to compliance of conditions mentioned in LOI U/R No. MMRDA / SRA / LOI -24 / PL / 'T' dated 18.10.2005 and IOA No. MMRDA/SE/SRA CELL/ 24/10A-86/PL/'T' dated 08/12/2005.

1. The land vacated in consequence of endorsement of the setback line froad widening line shall form part of the Public Street.

2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.

3. The Commencement Certificate / Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.

4. This permission does not entitle you to develop, land, which does not vest in you or in contravention of the provision of Coastal Zone Management plan.

- 5. If construction is not commenced 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 and Town Planning Act, 1966.
- 6. This Certificate is liable to be revoked by the M.C.MMRDA, 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 condition subject to which the same is granted or any of the restrictions imposed by the M.C.MMRDA is contravened or not complied with.
 - c. The Metropolitan Commissioner, MMRDA is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional and Town Planning act. 1966.
- 7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The M.C., MMRDA has appointed Shri S.P.Joshi, Superintending Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is granted for work up to Plinth Level i.e Top of the basement floor level of aforesaid composite building only.

Superintending Engineer, (SRA CELL)MMRDA

SB/.

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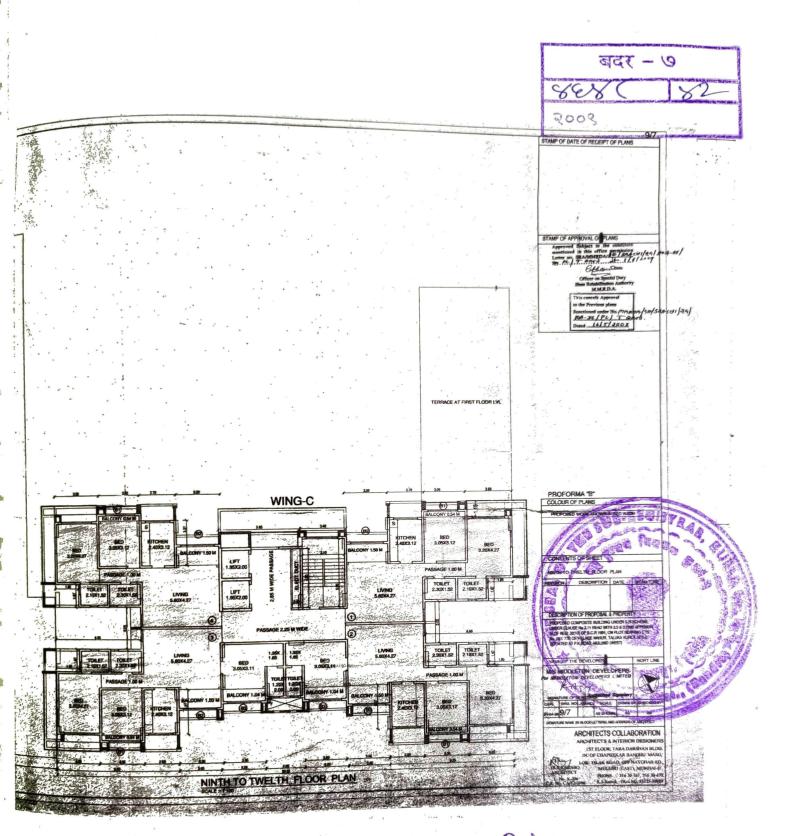
mmrDAISEISRACUII24/IOA-86/PL/TWEDD Date: 29 DEC 20 further C.C. for Rehab component CPT) it. Rehat wing 'B' (Gr (PF) + 7 upper granted, (Phale-I Pt) Executive Engineer Slum Rehabilitation Authority MMRDA mmRDAISEISRACCUIZUIIOA-86/PLITWAND Dete: 24 MAY 2007 further c.c. for sale component if. - Cr. + I't upper floor of wing 'C (Phase -II PT) granted. Executive Engineer Slum Rehabilitation Authority MMRDAISEISRA-COLU | 24/ 10A-86 | PL) T Ward Dute: 14 July Further CC. for Sale component is. Go. + 3 upper of Phane II PH) Granted. Sirm Rehabilitation Author MINROA SE SRACEU | 24 | 10A-86 | PLITWAND DULY 8 DEC 2007

Furtherce for sale component is Cort 5 upper the (Phase is pr) granted.

Executive Engineer Rehabilitation uthority

MMRDA SE SEA CUM /24/ 10A-86/ PC) T WASNIZ 6 MAY 2008 Further full cc for Rehab wing ARB is Got I uppor Hoor for wing 15 and 2nd to 6th bloor for wing A and Further cc upto 10th bloor for Sale wing c' granted as per amended plan approved on of 16-may-2.

> Officer on Special Duty Slum Rehabilitation Authority M.M.R.D.A.



Poiess pi Sangeta Bhanushali

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

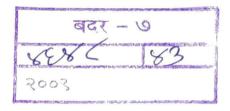
VII th floor, MMRDA bldg., Bandra-Kurla Complex, Bandra (E), Mumbai -400 051

No.MMRDA/SE/SRA Cell/24/IOA-86/PL/T Ward

To:
Shri R.S Karnik
M/S Architects Collaboration
Shri Arya Durga Building
Gr. floor. Chaphekar Bandhu Marg,
Near Allahabad Bank, Mulund(East)

Mumbai-400 081.

Date: 1 JUN 2009



Sub: Proposed amendment to composite building under Slum Rehabilitation Scheme under clause 3.11 read with clause 3.5 and 3.19(ii) of Appendix IV of DCR 33(10) on plot bearing CTS No. 551 /77-B (part) of village-Nahur, Taluka Kurla, M.S.D. situated at P.K. road Extn., Mulund (West), Mumbai-400 080.

Ref: Your letter dated 19.11.2007.

Sir,

I have to inform you that the amended plans submitted by you for the proposed development as mentioned in the above subject are hereby approved subject to the compliance of the conditions mentioned in this office Intumation of Approval under even no. dated 08.12.2005 and on the following additional conditions:

- 1. That the RCC design & calculations as per the amended plans shall be submitted through the registered Structural Engineer.
- 2. That NOC/approval from Chief Engineer (Mech.), MCGM for providing artificial light and ventilation to the building shall be submitted and requirements mentioned therein shall be got complied with before asking for Occupation Certificate.
- 3. That fresh remarks from Dy. Chief Engineer (T&C), MCGM shall be submitted for the parking layout proposed in the basement as per proposed amended plan.

4. That the revised C.F.O's NOC shall be submitted and requirements mentioned therein shall be got complied with before asking for further CC.

One set of amended plans (plan nos. 9/1, 9/2, 9/3, 9/4, 9/5, 9/6, 9/7, 8, 9/9) with a statement showing the amended parameters duly signed and ped is hereby returned in token of approval.

Encl: Plan nos. 9/1, 9/2, 9/3, 9/4, 9/5, 9/6, 9/7, 9/8, & 9/

Yours faithfully,

Officer On Special Duty, SRA Cell, MMRDA.

opy forwarded for information to:

1. Chief Engineer, MMRDA.

2. Jt. Project Director, (R. & R.)MMRDA.

 Chief Engineer, Development Plan Municipal Corporation of Greater Mumbai Municipal Head Office, 4th Floor, Mahapalika Marg, Mumbai - 400 001.

4. Asst. Municipal Commissioner, T ward T Ward Office, MCGM,

Mulund (W), Mumbai - 400 080.

M/s. Middleton Developers Ltd., 'Nirmal' 17th floor, Nariman Point, Mumbai- 400 032.



Officer on Special Duty, SRA Cell, MMRDA

