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Monday, May 15, 2006

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गाराचे नाव ताडदेव

दिनांक 15/05/2006

दस्तऐवजाचा अनुक्रमांक

बबर्1 - 04837 - 2006

दस्ता ऐवजाचा प्रकार

करारनामा

सादर व भ्याराचे नावाउदेश्या प्रॉपर्टीज प्रा ति तर्फे संचालक विशाल भूगानी .

ोंदणी की

30000.00

्यकार (स. १३(१)), पृष्टीय नाची नकारः (आ. १५५०)). एजवार (स. १४) व छायाधिरूण (स. १३) -> एकनिस की (४३) 8\$0.00

: ..860.00

भाषणास हा दस्त अंदाजे 5:37PM ह्या देखेल मिळेल

DELIVERED

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ुखाम निवधक ्टर्न शहर 1 (फोर्ट)

्रेबड़ सहर क्र.

ाःजार मुल्यः ७ ४०४८० रु. मोबदलाः ७५०४१००रः ५२लेले मुद्रांक धुल्कः ३७११५० रु.

भेगकाचा प्रकार :अंओ/धनाकुर्पाद्वारं;

इकेचे नात व पत्ता: पंजाब नेसनल बँक:

खंडी/बनाकर्ष क्रम[्]क 570036; स्वकम: 30000 ख.; वित्तांः (9/05. - X3

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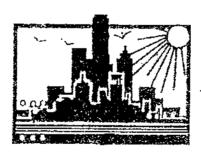


AGREEMENT FOR SALE

ADITYA

36, KHATAUWADI, NAUSHIR BHARUCHÀ MARG, GRANT ROAD, (W) MUMBAI 400007.

FLAT / SHOP	' / UNI T NO	1902			
ON THE	1914				FLOOR
AND, CAR PA	ARKING SPAC	E NO.		· · · · · · · · · · · · · · · · ·	- -
ON UPPER L	EVEL / LOWER	LE VEL /	SHE /	OPEN	∙ S⊬A CE



1: DEVELOPERS :

VISHAL TEKNIKS (GIVIL) PVT. LTD.

HOFC BANK LTD

ACKNOWLEDGEMENT For the Customer PART III

Franking Amount ... 3.2.

Vide P/O No. / Cash / Transfer Cheque 5. Drawn on POP BADK

Cash towards franking of document

Signature / Stamps of Bank

lave checked the value franked and the vank is not liable for anything related to the document.

ARTICLES OF AGREEMENT made at Mumbai this 15 day of between M/S. VISHAL TEKNIKS (CIVIL) PRIVATE LIMITED, a company registered under the companies Act, 1956, having its Registered office at Akruti Trade Centre, Road No. 7. Marol, MIDC, Andheri (E), Mumbai - 400 093, hereinafter called "the Developers" (which expression shall unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the One Part, And

LIDESHYA PROPERTIES

having office/residing at

MARIMAN POINT MUMBAI

Hereinafter called "the Flat Furchaser" (which expressions half unless it be required in the context or meaning thereof mean and include his her hear, executors, administrators and permitted assigns) of the Other Raft:

WHEREAS:

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The Municipal Corporation of Greater Mumbandhereinality called "the Corporation (i) is absolutely seized and possessed of or otherwise well and sufficiently entitled to land with the structures standing thereon admeasuring your 2498.34 sq. mig. (26892.12 sq.ft.) or thereabouts and known as Khatauway, situated at 36, Naushire Bharucha Mary and bearing C.S. No. 42 Target Divisi In the Registration Edistricks and Sub -- District of Mumbai City and lens

S. VISHAL TEKNIKS (CIVIL) PRIVATE LIMITED

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- (ii) The said property is reserved for Municipal Retail Market in the development plan and was acquired by the Corporation in the year 1973 for the said public purpose of Municipal Retail Market and the 59 tenants of the then existing structures were altorned to the Corporation as its tenants:
- (iii) The structures on the said land are constructed prior to 1940;
- (iv) The tenants of the aforesaid structures have formed a co-operative society by the name Khatawadi Tenants Co-operative Housing Society Ltd. (hereinafter called "the Society") and submitted the proposal of redevelopment of the said land to the Municipal Commissioner under the Regulation No. 33(7) of the Development Control Regulation of Greater Mumbai 1991 "For the re-development of old Municipal building constructed before 1940";
- (v) Under the said proposal of redevelopment the said Society agreed to develop the said land at their own cost through the Developers as per the guidelines of redevelopment/ reconstruction for Municipal properties:
- (vi) The Developers have executed agreements with the said society for execution of the redevelopment scheme. And further the Developers have agreed to comply with all the obligations of the society under the said redevelopment scheme;
- (vii) Committee constituted under the Chairmanship of the then Music (vii) Commissioner approved the said proposal in principle;
- (viii) The Ward Officer (Estate) has issued Letter of Intent (L.O.I.) under Post Est/3598/90 dated 12th June 1995;
- (ix) The said proposal was approved by the redevelopment committee and subsequently modified and approved by Improvement Committee vide its Resolution No. 249 dated 11th October 1995 and the Corporation vide its Resolution No. 989, dated 12th October 1995. The sanctioned scheme inter-alia provides mainly the following features:
 - (a) The Society/Developers will construct a Municipal Retail Market having also basement.
 - (b) The Society/Developers shall construct a building to accommodate the tenants occupying the said Khatouwadi. The Developers shall be permitted to and entitled to unconditional sale of the area and teneurons as provided in the said Resolution;
- The Corporation shall grant lease of the land bearing C.S. No. 32 of Tardeo Division for initial period of 30 years subject to the terms and conditions that may be prescribed by the Municipal Commissioner (as approved by the Improvements Committee/Corporation).
- (xi) The Developers on behalf of the said Society Stongitte plans, got them said Society Stongitte plans, got them said Society Stongitte plans, got them four four four four four factors and said the said Society Stongitte plans, got them

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- (a) Building "A" for Municipal Retail Market
- (b) Building "B" will be called, as `Avishkar' will have two wings "B-1" and "B-2". The said building will be of ground plus 7 floors. The building "C" will be called, as Aditya will have basement, Stilt plus 15 floors. The basement, stilt, and flats on 1st to 15th floors of building Aditya will be hereinafter collectively known as the said saleable building.
- (xii) The Corporation has granted I.O.D. bearing EEBPR/4918-C/D/AR dated 15/1/1996 for the said saleable building Aditya. The corporation has also approved the amended plans for the building Aditya vide letters No. EEBPR/4918-C/D/AR dated 10/10/1997. The Corporation has granted C.C. bearing No. EEBPC/4918-C/AR dated 23/01/1998.
- (xiii) This Agreement is entered into for the Flats in the said saleable building, construction of which has already started by the Developers;
- (xiv) The Developers are offering the flats on ownership basis in the said saleable building.
- The flat purchasers have inspected the site and seen the said saleable building under construction and have taken inspection of all the documents as required under the Maharashtra Divinership Flats Act, 1963 including:
 - (a) Sanctioned plan for the said saleable building,
 - (b) IOD bearing No. EEBPR/4918-C/D/AR dated 15/1/1996.
 - (c) C.C. bearing No. EEBPC/4918-C/AR dated 23/01/1998.
 - (d) Letter of Intent dated 12th June 1995,

FLAT PURCHASER

- (e) Agreement dated 5th January 1992 between the Chairman, Vice Chairman, Hon. Secretary and members of Newaging Committee of the Khatauwadi Tenants Co-Operative Housing Society Ltd. (Proposed) and the Developers herein,
- (f) Agreement dated 7th May 1992 to week the Chairman, vice Chairman, Hon. Secretary and Members of Moraging antificted of Khatauwadi Tenants Co-Op. Housings Society Ltd. (Proposed),
- (g) Supplemental Agreement between the members of the saids ociety and the Developers dated 4th January 1996.
- (h) Agreement between the Municipal Corporation of Greater Municipal and the said Society and the Developers dated 30th November 1995.
- on the Said land described in the schedule I hereunder written, on the terms and conditions hereinafter set forth;

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

1.	from the Developers on "and Car Parking No the said Saleable resident land more particularly des special amenities as set our a loan from Housing Developurpose of construction is entered into between the Da a account with HDFC Barbookings, allotment receit tenements in respect of the project are to be deposited HDFC Bark Account no.	Ownership basis" Flat No. 1902 on the 19th floor in Open /Still /Upper Basement /Lewer Basement of ial Building Akruti Aditya being constructed on the plot of cribed in the First Schedule hereunder written together with the in Schedule III hereunder written. The developer have taken belopment Finance Corporation Limited (HDFC LTD) for the in respect of this project. Under the said loan agreement developers and HDFC Ltd, the promoters have agreed to open the having its branch at Andheri (E) Ahura Branch. All sale pet and / or advances for sale/lease of the premises, units, his project are to be deposited tenament in respect of this in the Account known as "Vishal Tekniks (Civil) Pyt. Ltd.: 5432730000023". All cheques, pay orders, demand drafts
	name of the said "Vishal	or of the payment with respect to the said flat shall be in the Tekniks (Civil) Pvt. Ltd HDFC Bank Account. The Flat
	purchaser shall pay	e sum of Rs. <u>প্রতেত, ০০০/</u> (Rupees <u>ব্রুত্তির সু</u>
	THUE LAKHS OBL	Only) being the purchase price to e said price of Rs. \$15,00,000 is is payable as follows:
		c said price of its. 45,00,000 17 is payable as 1010wa.
(a)	Rs. <u>51,000/-</u> pa	id on or before the execution of these presents as earnest (the
	re	ceipt whereof the Promoter hereby semit and acknowledge);
		completion of 14 th Slab;
		completion of 15th Slab;
		completion of 16th Slab;
		completion of 17th Slab;
(f)	Rs or	completion of 18th Slab;
		completion of 19 th Slab;
(h)	Rsor	i completion of 20th Slab;
		completion of Terrace Slab;
(j)		completion of brick work of walls to the said flat
(k)	Rs or	preparing doors and windows framework to the and
	fla	at but not fitting of the same to the said Flat;
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\$		- warning and a second a second and a second a second and

MIS. VISHAL TEKNIKS (CIVIL) PRIVATE LIMITED

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(I) Rs	on fitting of tiles on the floors of the Flat;
(m) Rs	on completion of internal plastering internal to the said flat;
(n) Rs	on completion of drainage line and fittings of water pipes;
(o) Rs	on completion of External plaster.
(p) Rs	on completion of Sanitary fittings in the Flat; and
(q) Rs. 74,49,000/-	With seven days of the intimation by the promoter to the
,	purchaser of receipt of occupation certificate In respect of the
•	said unit or on receipt of actual possession of the unit by the
	purchaser whichever is earlier.
Rs. 75,00,000-	Total (Rupees SEVENTY FIVE LAKINS ONLY
	Coly).
	Only).
 This Agreement shall the "A" hereto and the sa incorporated herein and 	be subject to the terms and conditions mentioned in Annexure id terms and conditions shall be deemed to have been duly forming part hereof.
3. The following expression following -namely:-	ons used herein and in the Annexure "A" hereto shall mean the
b) "Possession Dated "Monthly Contest of the	r" shall mean Flat No. 1902 on the 19th floor of the saiding Akruti Aditya and Car Parking No in the saiding Schedule I hereunder written. The shall mean 1006 2006 of the saiding Schedule I hereunder written. The shall mean Akruti Aditya of the shall mean Rs. 6960 of the saiding Schedule I hereunder written. The shall mean Schedule I hereunder written. The shall mean Schedule I hereunder written. The shall mean Akruti Aditya of the said in Schedule I hereunder written. The shall mean Akruti Aditya of the said in Schedule I hereunder written. The shall mean Akruti Aditya of the said in Schedule I hereunder written. The shall mean Akruti Aditya of the said in Schedule I hereunder written. The shall mean Akruti Aditya of the said in Schedule I hereunder written. The shall mean Akruti Aditya of the said in Schedule I hereunder written. The shall mean Akruti Aditya of the said in Schedule I hereunder written. The shall mean Akruti Aditya of the said in Schedule I hereunder written. The shall mean Akruti Aditya of the said in Schedule I hereunder written.
	SOROR
neasured from and internal colusions servant toilet.	of the said flat will mean and include area of all floors wall to wall, plus area floors under the internal walls of the flat arms of the flat plus area the balcony and proportionate area of of the said flat is \frac{789}{89} sq. ft. i.e. \frac{43.30}{43.30} sq.mtrs.
- X 1-2-	.7
ELAT DURCHASES	M)
FLAT PURCHASER	M/S. VISHAL TEKNIKS (CIVIL) PRIVATE LIMITED

- (g) In the brochures about the saleable building and /or in some other places the area of the flat may have been described in terms of built up area. In such a case the built up area of the building shall mean and include :
 - (i) Area of all floors measured from external faces of the building including flats, lobbies, staircases, lifts, balconies, and
 - (ii) Staircases cabin, lift, machine room, lobby at terrace level and
 - (iii) Entrance lobby, lift, staircase, lobby at stilt level.
 - (iv) Refuge floors if provided
 - (v) Service floors if provided

The built up area for any flat shall be in the same proportion as of carpet area of a flat to the carpet area of all the flats of the said building.

- 4. The Flat Purchaser shall have pro rata undivided share in the Common Area and facilities in the above plot and also in the limited common area and facilities.
- The said Flat shall be used for the purpose of residence/commercial/ car parking only.
- The common facilities for the whole of the plot are as under :-
 - (I) Paving around the building as per the Rules of Municipal Corporation of Greater Mumbai
 - (ii) Compound lights
 - (iii) Common garden;
 - (iv) Roads within the whole of the said property, and
 - (v) Lifts.

All of the above facilities are subject to approval from MCGB.

- 7. The limited common facilities for the said Flat are as under
 - (i) R.C.C. underground and overhead tanks with two pulsips of approved to and make
 - (ii) R.C.C. staircase with kadappa troad, R.C.C. pargravith wooden hand-rail a
 - (iii) One light point per endings; and
 - (iv) Passages on the ground floor as well as each fleor of the building.
- 8. The Flat Purchaser shall be admitted as a Member provided the Occupation Certificate of his/her/their Flat has been granted by the Municipal Combration of Greater Mumbal and that he/she/they has made fall payment long with interest, if any, and all other amounts due and payable by the Flat Purchaser to the Developers under this Agreement or otherwise.

The said society will admit the Flat. Purchaser as its member without charging any fees, transfer fees or consideration except normal admission fee and share money to acquire its shares.

The Flat Purchasers shall have right to with or without vehicle for ingress and egress from J.D. Street Road. If the Municipal does not object, then they shall also use for ingress and egress from Naushir Bharucha Marg, the remaining part of the said Khatauwadi Plot.

FLAT PURCHASER

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- 11. The Flat Purchaser is aware that the plans are sanctioned under the said Scheme for the whole of the land and there is no sub-division or sub-divided plots on which the said Saleable Building is being constructed. The Flat Purchaser is aware that there is a Co-operative Housing Society being the said society where all flat purchasers of the saleable building as well as the said Municipal tenant are/will be members. However, if it is feasible and permitted under the provisions of law and/or the said Letter of Intent to execute separate Lease in respect of each and every building and the necessary land required to be kept open surrounding the same, then only there will be separate Society or Said society of each of the Building and in that case, there will be a separate Lease for each of the building and area is kept open surrounding and beneath the said building but not otherwise.
- 12. Each of the Flat Purchaser and/or the society shall be liable to maintain, repair, renovate, reconstruct, re-build, on the said property the gardens, internal roads, electric sub-station, if any, drainage line, electric cables, common water pipeline, lights on the street or any other common facilities to be used and enjoyed by the occupants of the various building. The liabilities shall arise to do so from the date of the Flat Purchaser is put in possession of his/her/their Flat or on execution of the Lease in favour of the Society of which he/she/they may become member, whichever is earlier. Thereafter, the Developers will not be liable to repair, maintain, renovate, reconstruct or re-build the said common facilities. Necessary covenants to this effect shall be made in the Lease to be executed in favour of the Society.
- 13. The said Flat shall contain amenities details whereof are given in the Second Schedule hereunder written.
- 11. The Flat Purchaser shall pay Rs. 2,000/- (Rupees Two Thousand Only) to M/s. Law Firm of Khonas, Advocates & Solicitors as their fees for preparing this Agreement.
- This agreement is executed in duplicate. It is agreed that policies of agreement are original, one of which is retained by the flat purchased another by the Developer. This agreement has took the page is signed by both the parties.

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

SCHEDULE I - ABOVE REFERRED TO :

ALL THAT piece or parcel of land or ground with structures standing thereon known as Khatauwadi, situate, lying and being in D-Ward admeasuring 2498.34 Sq. Mts. or thereo was situate at 36, Naushir Bharucha Marg and bearing C.S. No.42 of Tardeo Division in the Registration District and Sub- District of Mumbai City and Mumbai Suburbark

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SCHEDULE II

KHATAUWADI

SALE BUILDING SPECIFICATION

STRUCTURE

R.C.C. framed Stucture

WALL

Brick or C.C. Block walls

i) Granamite or signilar flooring in the flats

ii) Bath & W.C. will have Ceramic tile flooring and

glazed dado uoto 6' 9" height

iii) Common area shall be finished with terazo tiles or

Kota stone

KITCHEN PLATFORM

Black, Granite platform with stainless steel sink

WINDOW

Sliding Aluminum\window with floar glass

DOOR FRAME

Treated Hardwood Agame

BATH / W.C.DOOR SHUTTER/

Painted B.S.C. hot pressed 35mm tinck flush door shulters with Aluminum hinges and Brass fittings

PLASTERING

Sandfaced plaster externally & Internally Terracco /

neeru finished cement plaster

PLUMBING

Concealed plumbing with Eurogean M.C.

ELECTRICA

Concealed Copper Wiring

HAVING

As per road specification

PAINTINGS

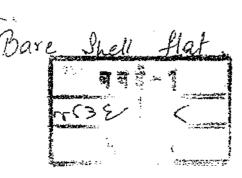
All wood work with Synthetic Enamei Paint Inside paint will be White Wash & External Laint will be Cement

Paint

WATER PROOFING

: Cement based water proofing trea

terraces



This agreement forms part of the Agreeme Flat No. 1902 on floor 19 TM and Car Parkin Upper Basement / Lower Basement Aditya executed between Vishal Tekniks (Cir	ng No on O pen /Stilt/ in Building known as
UDESHYA PROPERTIES PUT. LT	
SIGNED AND DELIVERED By the withinnamed PROMOTERS M/S. VISHAL TEKNIKS (CIVIL) PVT. LTD.: in the presence of	M/S. VISHAL TEKNIKS (CIVIL) PVT. LTD. PARTNER (PROMOTERS)
SIGNED AND DELIVERED : By the withinnamed UNIT PURCHASER :	
1. UDESKYA PROPERTIES PUTILI	for under the same of the same
2.	-
in the presence of :	Director / Cuthorised Signatury
1. Ques	
2.	
RECE	
RECEIVED on or before the execution of thes unit purchaser the sum of Rs. つり, 000/-	(Rupees <u>FIP®4 €000 € 6</u>) only being the amount of deposit
within mentioned to be paid by him/her to u	s.
WE SAY RE	CEIVED For VISHAL TEKNIKS (CIVIL) PVT. LTD.
WINESS:	(PROMOTERS)
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	. 47

M/S. VISHAL TEKNIKS (CIVIL) PRIVATE LIMITED

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ANNEXURE 'A'

Terms	and co	ndition	s of S	Sale of	Flats i	No.190	<u>)2</u> 01	۱ ۹۳۲	_ Floor	and	Car	Parking
	ng part i			-		er Baser	nent/i	.o wer Ba	ise men	t	•	

- 1. The Flat Purchaser shall pay to the Developers the installments of price mentioned in Clause 1 of the Main Agreement on the respective due dates without demand, time being the essence of the contract. The Flat Purchaser shall also pay to the Developers amounts payable by them as mentioned in the main agreement and in this Annexure A on the due dates without demand, time being the essence of the contract. On breach of this or any of the other terms and conditions of this agreement, the Developer shall terminate this agreement and dispose of the flat to any other person. In case the Developer decides not to terminate the agreement, then the flat purchaser shall be liable to pay interest at the rate of 24% per annum on delayed payments. In case the Developer decides to terminate the agreement then, 15% of the total purchase price or the amount paid buy the flat purchaser to the Developer till date of termination whichever is less shall stand forfeited as liquidated damages, flowever the Developer shall return balance amount within the period of one year along with interest at the rate of 9% from the date of termination till payment. Such amount may be paid by Developer in Installments. However, in case of termination of agreements, irrespective of whether balance amount has been returned or not the Developer shall be entitled to sell the said flat immediately to any other person.
- 2. Under no circumstances, shall the Flat Purchaser get possession of the said Flat without first paying to the Developers all the amounts due under the Main Agreement and also including interest due thereon. The Developers shall give possession of the said Flat to the Flat Purchaser on or before the possession date mentioned in the main Agreement on receipt of Compation Certificate in respect of the said Flat, subject to the pointal trade circumstances and availability or building materials and other relevant factors, if any, beyond the control of the Developers.
- 3. The Flat-Purchaser is aware that the Promoter is selling various dremises of the building to others on Ownership basis. The Burchaser is also aware that the development of the property including the construction to carried by the Promoter by utilising the installments of purchase price to be received.
 - by the Promoter from the Flat Purchaser/s herein and other premises premises are premised to the premises and other premises are premised to the premise of purchase price under this Agreement regularly but if space other flat purchaser do not pay the installment/s on their respective due dates to the Promoter, then completion of the work may be delayed. The Purchaser hereby accept and agrees that in case if the construction work or development of the said property is delayed due to any one or more of the other Flat-Purchasers not paying their installment/s or dues on their respective due dates, then the Flat Purchaser herein will not

FLAT PURCHASER

M/S. VISHAL TEKNIKS (CIVIL) PRIVATE LIMITED

hold the Promoter responsible or liable for the same. The Flat Purchaser herein agrees that if the delivery of possession of the said Flat is delayed due to aforesaid reasons, he/she/they will not insist upon Promoter giving possession of the Flat on the date mentioned in this Agreement and will also not claim any damages for such delay. This condition shall override other terms and conditions of this Agreement pertaining to date of possession of the Flat.

- The stamp duty and registration charges, including penalty, if any, payable in respect of this Agreement shall be borne and paid by the Flat Purchaser/s alone. The Developers shall not be liable to contribute any amount towards the same.
- The Fiat Purchaser/s shall, in addition to consideration money, pay the stamp duty, registration charges and all other costs, charges and expenses relating to all other documents to be executed by the Fiat Purchaser/s and/or the Developers or the Society before transfer of the property in favour of the Society. The Flat Purchaser shall also pay to the Municipal Corporation, MHADA, Government or other public body or authority his/ner/their share of development or betterment charges or any other cess, tax, levy or payment that may be hereafter charged, levied or sought to be recovered in respect of the said plot of land, the said building and other structures standing thereon or any part thereof. The sale price of the said Flat is calculated on the aforesaid basis and the Developers are not liable to contribute any amount towards any of the above costs, charges and expenses and outgoings.
- G. In the event of any stamp duty, registration charges or any other levy, ress, tax or payment becoming due or payable at any time before the lease of the said property to the Society, the Flat Purchaser/s shall deposit with the Developers the amount proportionately or actually due in respect of the Flat on taking possession of the said Flat.
- 7. Nothing contained in these presents is intended, nor shall be constitued to be a grant, demise or assignment in law of the said Fiat or any part of the said Building or the said plot of land to the Fiat Purchaser/s.
- The Developers may complete any wing, portion or idea and building and obtain part Occupation Certification and give possession of the sale therein to the purchasers of such Flats and the Flat Purchaser/s herein shall not be entitled to raise any objection thereof. If the Flat Purchaser/s takes possession of the Flat in such partly completed wing, part or portion or floor and the Developers or their agents or contractors shall carry on the least work with the Flat Purchaser occupying is/her/their right the Flat work, even shough the same may cause any nuisance disturbance to him/

The Promoter may stall, transfer or assign all their rights, title and interest in the said property (subject to the rights and interests created in favour of the Flat Purchaser's including in respect of the unsold Flats in the said Building but without in any manner affecting the Flat Purchaser's rights.



- The Flat Purchaser/s has already inspected the site and acquainted himself with the nature of the Promoter' title to the said property and their right to sell the said Flat on "Ownership basis" and shall not raise any requisition or objection thereto hereafter.
- 11. The Flat Purchaser shall, from the date of taking possession of his/her/their Flat:
 - (a) Maintain the said Fiat at his/her/their own costs as a prudent person in good and tenantable condition ;
 - (b) Not to use the same in violation of any provision of law applicable thereto;
 - (c) Not to use or permit the same to be used for any purpose other than permissible under any law for the time being in force :
 - (d) Not to cause any nuisance or annoyance to the neighbours;
 - (e) Not to throw any dirt, rubbish or other refuse or permit the same to be thrown in the passage or in the compound or any portion of the said building;
 - (f) Not to do or suffer to be done anything in or about to the said building or the said Flat or in the staircase and/or the common passages which may be against the rules or regulations and bye-laws of the Municipal Corporation, MHADA and/or any other concerned authority;
 - (g) Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said building or any part thereof or cause any increase in premium to be paid in respect thereof;
 - (h) Not to demolish or cause to be demolished the said Flat or any part thereof or make or cause to be made any change, addition or alteration whatsoever thereto or therein :
 - (i) Not to refuse or neglect to carry out any work directed to be executed in the said building or in the said Flat after he/she/they had taken possession thereof, by a competent authority, or require or hold the Developers liable for execution of such works;
 - (j) Not to encroach upon or make use of any portion of the sold helding of the space of compound not agreed to be acquired by him or of helyis a finite part of the said Flat;
 - (k) Not to stock or keep any material, object or any other item the open span of compound and/or park any vehicle in the compound
 - (i) Not to restrain the Developers or their servants and agents from entering upon the said flat for inspecting the same at any reasonable hours or from carrying out any construction or repair work on any part of the said building of the said flat for proper maintenance or continuation of the facilities and amenities—ties provided therein including making, repairing, maintenance, cleaning and keep clean and in good condition all surfaces, drains, pipes, caples, wires, gutters and other conveniences belonging to or serving or used for the said tailing and also for laying down, maintaining, repairing and terming trainage, and water pipes and electric wires or similar purposes
 - (m) Within fifteen days of the possession if the Flat Purchaser points out in writing any defect in construction; then the said defect shall be rectified by the Developers;





- (n) Become a member of the said Khatauwadi Tenants Co-operative Housing Society, or any other co-operative society formed to all such purchasers of the flat and from time to time sign all letters, writings, communications, applications and documents and to do all other acts, deeds, matters and things as the Developers and/or the said Co-operative Society shall reasonably require him to do.
- (o) Observe, perform and comply with all the bye-laws, rules and regulations of the said society.
- (p) Not to sell, transfer, assign, let, grant leave and licence, dispose of or in any other manner deal with, dispose of or part with physical possession of the said Flat or any portion thereof or his right, title and interest thereto or therein or under this Agreement, to any other person before paying to the Developers all the amounts due to them hereunder and without first obtaining their prior written consent in that behalf from the Developers. For giving such consent, the Developers shall be entitled to charge and demand consideration and/or fees as the Developers may deem fit and proper.
- The Flat Purchaser shall pay to the Developers "the monthly contribution" due for the period commencing from seven days after the said Flat is affered for occupation by the Flat Purchaser, regularly on or before the 5th day of each and every month cowards his provisional proportionate share of outgoings and expenses due in respect of the said Flat on account of the following, viz.
 - Maintenance, repairs to the building, the compound, the compound walls, water pumps and electrical fittings, drainage and plumbing installations and fittings, etc.;
 - (ii) Cost of keeping the property clean and lighted;
 - (iii) Decorating and/or painting the exterior of the building and passages as staircases;
 - (iv) Lease rent, Municipal and other taxes, casses, levies and ofernia in respectly the insurance of the building, land revenue, assessible its etc.
 - (v) Salaries and wages of persons employed for watchird and/or cleaning in property, operating water-pumps, maintaining records, etc. and
 - (vi) All other outgoings due in respect of the said property includies those incurred for the exclusive benefit of a Flat Purchaser and/or his terrament. Flat. The amounts of deposits and outgoings payable by different flat Purchasers have been fixed provisionally by the Developers and the Flat Purchaser shall be bound by the same. After the execution of lease in favour of the Society, the Society may revise and re-fix the amounts payable for different Flats. The excess of callections, if any, by the Developers over the outgoings shall be paiddover by the Developers to the Society on execution of lease of the said property to as if it constituted a part of the deposit collected under this classe, subject to adjustment and treatment in the same manner as herein mentioned. If the amount of monthly contribution fixed by the Developers is found to be short, the Flat Purchaser shall pay to the Developers such revised amount as may be fixed by the Developers.





- 13. If the Developers are unable or fail to give possession of the said Flat to the Flat Purchaser within six months of the "Possession date" mentioned in the Main Agreement, or such further extended date, as may be mutually agreed upon by and between the parties hereto, the Flat Purchaser may, by a notice in writing, terminate this Agreement and in such event, the Developers shall within Ninety days of such notice, refund to the Flat Purchaser the earnest money and all other amounts received from him together with interest thereon at 9% per annum from the date of receipt till payment and thereafter neither party shall have any claim against the other in respect of this transaction and/ of the said Flat. The Developers shall be entitled to sell and dispose of the said Flat to any other person/s of their choice, after receipt of such notice of terminating the Agreement.
- 14. The name of the Building and of the said Society shall not be changed without written consent of the Developers, subject to the provisions of the Letter of Intent referred in the main Agreement.
- The Advocates for the Developers shall prepare and/or approve as the case may be the and all indenture of lease, other documents to be executed in pursuance of this Agreement.
- 16. The delay or indulgence on the part of the Developers in enforcing any of the terms hereof, or any forbearance or giving of time shall not be construed as waiver on their part of any breach or non-compliance of any other terms and conditions hereof by the Flat Purchasers nor shall the same in any manner prejudice any of the Developers' rights hereunder.
- 17. All letters, receipts and/or notices dispatched by the Developers unter Certificate of Posting to the Flat Purchaser at his address given in the Agreement shall be deemed to have been properly delivered to him on the 7th day of its posting.
- The term "Flat Purchaser" herein may include the female gender or there is more than one purchaser and in that event, the derivatives terms used herein with reference to the said expression shall be construed adoptingly. If the Flat Purchaser be a parenership firm, the said term unless repregnant of the context or meaning thereof mean and include the partners for the time of the said firm, the survivors or survivor of them and the heirs, executors and administrators of last survivor. If the Flat Purchaser be a Company or Society, the said term shall, wherever appropriate, mean and include its successors and assigns. In other cases, the said term wherever appropriate, shall mean and include all persons claiming right title and interest through such Flat Purchaser in quality their successors in interest.
- 19. The Rest Purchaser shall lodge the original hereof for registration with the Sub-Registrar of Assistances at Mumbal within one month from the date hereof and intimate to the Developers the serial number under which it is lodged and the responsible Developers shall admit execution thereof.

FLAT PURCHASER

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M/S. VISHAL TEKNIKS (CIVIL) PRIVATE LIMITED

- 20. Even if the lease of the property is executed in favour of the Society, the Developers will not be bound to hand over possession of said Flat to the Flat Purchaser or to the Society unless and until all the amounts which are due and payable by the Flat Purchaser to the Developers under this Agreement or otherwise are paid alongwith interest, if any, to the Developers. The Developers shall have lien for unpaid price alongwith interest, if any, payable to them as also for any other amount payable by the Flat Purchaser to the Developers. Till the said amount with interest, if any, is paid to the Developers, the Flat Purchaser or the Society will not be entitled to possession of the said Flat. The possession of the Developers shall continue till then.
- 21. The Flat Purchaser shall, on or before delivery of possession of the said flat keep deposited with the developers the following amounts:

(i) Rs. 350/-For share money, application entrance fee;

(ii) Rs. <u>5,000</u>]-Towards costs for formation and registration of the common organisation of the Flat purchaser

(iii) Rs. 41,760/ Provisional outgoings for 6 months in advance towards proportionate share of taxes & other outgoings;

(iv) Rs. 41,7601-Security deposit for maintenance (refundable after adjustment after formation of Common Organisation).

(v)Rs. 10,000 Towards Electric supply connection charges (Main).

 $(\forall i)$ Rs. <u>5</u>000/~ Towards installation of Electric Meter, Sub-Station, water meter and for making deposit to the MCGM for getting permanent water connection and to the MSEB for getting connection.

(vii) Rs. 10,000 Towards security deposit for Interior work. (viii) Rs. lo, Dool-Consultancy charges for finalisation of ratable value

Total Ps. 123.840 - (Rupees ODE LAKH TWEETY THREE THOUSAND EIGHT HUNDRED & SEVENTY ONLY only)

- The Developers hereby agree to observe, perform and comply will the 77. terms, conditions, stipulations and restrictions, it any which may we been imposed by the concerned local authority, at the time of sanctioning the plans and shall before lianding over possession of the flat Partition obtain from the concerned local authority occupation and/or completion certificate of the said building / part thereof
- The Developers hereby state that the moor specified index available in respect of the land may be utilised by the Developers elsewhere for any purpose whatsolvy. The residual F.S.I. in the plot or the language relationship of the property 23. available to the perelope's only. The society shanned have any claim whatsoever to the bald residual F.S.I. available to the Developer.
- The Transferable Bevelopment Right (T.D.R.) and/or the Development Right 24. Certificate (D.R.C.) Which may be at any time issued for the said property or any part of the property or-arising out of Development of the said property shall always belong to the Developer. The Flat Purchaser or the common Organisation of all Flat Purchasers will not have any share, right, and title,

FLAT PURCHASER

M/S. VISHAL TEKNIKS (ČIVIL) PRIVATE LIMITED

interest or claim therein. The developer shall be entitled to sell, dispose of or alienate the Transferable Development Right (T.D.R.) And/or Development Rights Certificate (D.R.C) of the said property or any part thereof to any person or persons of their choice. The price or Consideration received by selling, transfering or alienating such T.D.R., D.R.C. shall always belong absolutely to the Developer. The Flat purchaser or the common organisation will not have any share, right Title, interest or claim therein. If required by the Developer requisite provision will be made in Lease of the property in favour of the common organisation of all the Flat Purchasers.

- 25. If any further FSI is granted or any further FSI is available by use of any T.D.R. or otherwise hereafter even after execution of lease in favour of Society, then the Developers shall have exclusive right to carry out such construction on the said property or on the building constructed on the said property. The Flat Purchaser and the Society will not have right to carry on any further construction if possible by use of any T.D.R. or otherwise any further F.S.I. is granted or to consume any F.S.I. even permitted in future. However, the costs; charges and expenses of such construction shall be borne and paid by the Developer. The Flat Purchaser and the Society will not object to carrying on such construction by the Developer.
- 26. If any time further construction is carried on, as hardin before provided, by the Developer, then he shall be entitled to sell Flats in such further construction on ownership basis to others for his own benefit and shall be entitled to the price and consideration received from them for his own use and benefit. The Flat Purchaser and the said society will not have any share, right, title, interest or chain therein. The Society shall admir the Flat Purchaser as a member of such new and/or additional construction in the society without charging any fees, transfer fees or consideration except normal admission fee and share money to acquire shares of Society.
- The aforesaid provision regarding construction to be carried on it is the time of the Developers and their right to sell the same on owners his basis and the Society to admit such purchaser as member shall continue to remain in effect even after lease is executed by the Municipal Corporation of Greater Municipal of the said property in favour of the Society.
- 28. The Developers shall utilise the sum of Rs. 5,000/- paid by the First Purchaser to the Developers under clause 21(ii) hereof for meeting all legal costs, charges and expenses including professional costs of the Advocates of the Developera in connection with preparation and engrossment of the Lease Deed of the land and Conveyance of the Building.
- The Developers shall enter into separate agreements with purchasers of different Flats in the said binding for sale to them on ownership basis on terms and conditions substantially similar hereto and the benefit of this and such other agreements shall ensure for benefit of all Flat Purchasers in the said Building and shall be a callable for enforcement not only against the respective Flat Purchasers thereunder but also against all purchasers in the building and the provisions of such agreements shall bind to the extent applicable transference of Flots from the original Flat Purchasers also.





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- 30. The Developers have furnished to the Flat Purchaser the particulars of estimated outgoings of the said Flat.
- A copy of the Certificate of Title has been issued by M/s. LAW FIRM OF KHONAS, Advocates, Solicitors & Notaries under the provisions of the Maharashtra Ownership Flat Act, 1963 and a copy thereof is hereto annexed and marked Annexure "B". A copy of the Property Card of the said property is hereto annexed and marked Annexure "C". Annexure "D" is the floor plan and the said flat has been indicated with a red colour boundary.
- The Flat Purchaser shall pay proportionate share of property tax to the Mumbai Municipal Corporation assessed on the whole building PROVIDED HOWEVER that if any special taxes and/or rates are demanded by the Municipal Corporation or any other authority by reason of any permitted use other than residential/commercial/car parking or any other user of the said Flat, the Flat Purchaser alone shall bear and pay such special taxes and rates.
- 33. The Fist purchaser is aware that the Developers have entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects. The Developers have appointed a structural Engineer for preparation of the structural design and drawings of the Building and the Developers accept the professional supervision of the said Architect and the said Structural Engineer till the completion of the said Building.
- 34. At the time of taking possession of the Flat, the Flat Purchaser shall pay to the Developers such amount as they in their turn might have paid to the BSES Limited/B.E.S.& T. Undertaking as deposit for electric meters to be fitted to the said Flat.
- The Flat-Purchaser is aware that even though the terraces of the building under the Municipal Regulations and the Development Control Regulations are common facility, the Developers shall be entitled to self the said terraces or any part thereof to the Flat-Purchasers of Flat adjacent to the said terraces. The Flat Purchaser hereby accepts the right of the Developers to the said terraces. The Purchaser/s of Terraces will have exclusive right to under the said terraces. The Purchaser/s of Terraces will have exclusive right to under the said terraces or the Co-operative Society or any common organisation which may be formed, will be bound by such exclusive right to use occupy and possess the terraces by such Terrace Purchaser/Flat Purchaser. The purchase price agreed by and between the parties fareto for said of the Developers right to sell such terraces and receive consideration the laterace such terrace.
- The Developers will have exclusive right, title and interest in the top terrace of the Building: The Developers will be in absolute use, occupation and possession of the said terrace even after the lease is executed in favour of the Society.





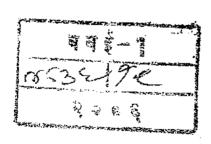
- 37. If the building or any part thereof gets demolished and/or gets damaged on account of any act of God such as earthquake, floods or any other natural calamity, act of enemy, war other causes beyond the control of the Developers such losses and damages incurred to the structure will be fully sustained by the Flat Purchaser along with the other Purchasers and the Developers shall not be responsible for such loss/damage. The Purchasers shall have to make good the loss so sustained by them.
- 38. The Developers hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings etc. or any open spaces in the said property including on the terrace either by putting up separate and/or by using compound walls for the said purpose on such terms and conditions as the Developers may desire. The said right shall continue to subsist even after the said property is leased to the Society.
- If any Municipal rates, taxes, cesses, assessments are imposed on the said property due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said property, the same shall be borne and paid wholly by the Developers. The Developers shall be exclusively entitled to the income that may be derived by the display of such advertisement, hoardings at any time hereafter. The Flat Purchaser will not object to the same for any reason whatsoever and shall allow the Developers, their agents, servants, etc. to enter into the said property, the terrace and any other open spaces in the said property for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Developers shall be entitled to transfer or assign such right to any person or persons whom they may deem fit and the Flat Purchaser or the Society shall not raise any objection thereto.
- The Developers hereby reserve the right to allow Telecommunication 40. Companies to use the terrace in such manner, as they may deem it and proper including installation of their machinery, etc. The said right shall continue to subsist even after the said property is leased to the Society. If any Municipal rates, taxes, casses, assessments are implied on the said property due to such installations of machinery by telecommunication Company put up on the open spaces or terraces or any other portion of the said property, the same shall be borne and paid wholly by her evelopers. The Developers shall be exclusively entitled to the income that may be derived by way of rent /compensation or in any other form received from: telecommunication company or from any one on account of installation of any machinery as aforesaid at time hereafter. The Flat Purchaser will not object to the same for any reason whatsoever and shall allow the Developers, their agents, servants, etc. to enter into the said property, the terrace and any other oresis saces in the said property for the purpose of putting and/or preserving and/or mointaining and/or removing the machinery, installed, the advertisement Hourdings. The Developers shall be entitled to transfer or assign such right to any person or persons whom they may deem fit and the Flat Purchasar of the Society shall not raise any objection thereto.





41. If any dispute, difference or question shall arise between the parties herein or any person or persons claiming through any party herein and other party or between persons claiming through both the parties herein with regard to interpretation of any one or more clauses herein or as to the rights, liabilities and obligations of the parties or accounts or as to the damages, then the same shall be referred to arbitration. The Arbitrators will not be bound to record evidence or give reasons in the Award. Arbitrators will have summary power. Such arbitration proceedings will be held in Mumbai. Subject to aforesald, provisions of Arbitration and Conciliation Act, 1996 or modifications or re-enactment thereof will apply.

The Developers P.A.N. /G.I.R. No.	VISHAL TEKNIKS (CIVIL) PRIVATE LIMITED AAA CV 1767 G
The Flat Purchasers	
1. Name P.A.N. /G.I.R. No.	M/s/4#/Ms. <u>UDESHYA DROPERTIES P</u> DT.L-10
2. Name P.A.N. /G.LR. No.	M/s./rdi:/Ms
3. Name P.A.N. /G.I.R. No.	M/s./Mr./Ms.





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	FLAT	PURCHASER	

à Bankimchandra P. Khona 🕯 Ms. Zarana Khona Ahmed Law Firm of Khonas

Solicitors & Legal Consultants

(in reply please quote our Ref. No.) B/4563/10/2006 Date:

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TO WHOMSOEVER IT MAY CONCERN

We have investigated the title of the Municipal Corporation of Greater Mumbai to the Property more particularly described in the Schedule hereunder written and hereinafter referred to as "the said property". We have found their title marketable. No mortgage or charge is created by Municipal Corporation.

Agreement dated 30th November, 1995 has been entered into by and between the Municipal Corporation of Greater Mumbai, (MCGM) Khatavwadi Tenants Co-operative Housing Society Ltd., (Society) and M/s. Vishal Tekniks (Civil) Pvt. Ltd., (M/s. Vishal Tekniks) with regard to development of the said property.

Clause No. 2 of Tripatriate Agreement dated 30th November 1995. provides that there shall be lease of the said property for initial period of 30 years subject to terms and conditions that may be prescribed by the Municipal Commissioner as approved by Improvement Gonmittee / Corporation. The Ward Officer by his letter bearing No Estate/ 3598/80, dated 12th June, 1995 addressed to the Chief Promoter. Khatavwadi Tenants Co-op. Housing Society Ltd., has stated in paragraph 1 of the said letter that there will be lease initially for a period of thirty years subject to the approver of improvement Committee / Curporation and of Government on lease rent of Rs. 1/- per annum for one square Mir., of land, i.e. Rs. 2,498/- per annum for whole of the pigt

M/s. Vishal Tekniks have perspected building of Ground + 13th "Aditya Tower" on the said property. ब्रैक्टाईknown व

Bankimchandra P. Khona

Law Stirm of Khonas

Solicitors & Legal Consultants

(In reply please quote our Ref. No.)

Date:

Thereafter M/s. Vishal Tekniks redevelopment proposal has been sanctioned by Improvement Committee of MCGM and MCGM vide their Resolution No. 265 dated 20th December 2002 and No. 1743 dated 6th February 2003 respectively. M/s. Vishal Tekniks say that by its letter dated 30th May 2003 issued by AC/Estates/32225/A (SO) issued by BMC to Vishal Tekniks Ltd., BMC has allowed the additional 0.347 FSI subject to the terms and conditions are set out in the said letter. Condition no. 2 requires M/s. Vishal Tekniks to pay 10% of the capitalized value for additional FSI. Accordingly Rs. 32,92,235/- (Rupees Thirty Two Lacs Ninety Two Thousand Two Hundred Thirty Five Only) has been paid to BMC on 9th October 2003.

With reference to the earlier Tripartite Agreement between MCGM, Mis. Vishal Tekniks a subsequent Resolution have been passed by MCGM dated 7/3/2005 bearing Resolution No. 1187 & Resolution bearing No. 148 by Improvements Committee on 23rd November 2004 by which it is clarified that in Clauses Nos. 2, 3, & 5 of the resolution no. 1743 dated 6th February 2003 instead of 'Tripartite' words 'pipartite' be substituted. Accordingly Bipartite Agreement has been executed on 1975 November 2005 between MCGM and M/s. Vishal Tekniks with respect to the additional F.S.I.

M/s. Vishal Tekniks (Civil) Pvt. Ltd., have earmarked the flats on which M.C.G.M. will have a lien against 90% capitalized solut. Mis. Vishal Tekniks has informed in writing to M.C.G.W. Trat-succession at be sold or third party interest will not be created till by and 90% capitalized value is paid by the Developer 10 M.C. (M. According to M/s. Vishal Tekniks such flats are Flat Nos 1 & 2 on 18 Floor, Flat Nos 1 & 2

on 19th Electron Flat Nos. 1 & 2 on 20 Flaor.

(In reply please quote our Ref. No.) Vishal Tekniks have executed Term Loan agreement dated 2nd December 2005 with "Housing Development Finance Corporation" (HDFC) in respect of Akruti Aditya Project comprising Still + 20 floors of 45 flats admeasuring 48427 sq.ft. at Khatauwadi , Grant Road, Mumbai.

The Term Loan agreement specifies that unless HDFC agrees M/s. Vishal Tekniks cannot sell, mortgage, lease, surrender or otherwise the said project or any part thereof which includes the flats on 14th to 20th floor. It also states that unless the HDFC agrees M/s. Vishal Tekniks cannot let or otherwise howsoever the part of the property or any part thereof which includes the flats on 14th to 20th floors.

We have inserted newspaper in Free Press Journal and in Mumbai Samachar in Gujrati to invite claims from public. We have received a letter from Shri. Anant Arjun Kirve through his Advecate A.Z. Rizvi without any supporting documents for his objection or without stating any objection in particular

Schedule of the Property

ALL THAT piece or parcel of land or ground with structures standing thereon known as Knatavwadi, situate lying and being in D-Ward admeasuring 2498.34 sq. mtrs. or thereabout situate at 36, Navashi Sharucha Marg and being C.S., No. 42 of Tardeo Division in the Registration Sub-District and District of Mumba: City and Mumba! Suburban.

this 12th day of January 2008.

For M/s. Law Firm of Khonas

Coloma

Partner

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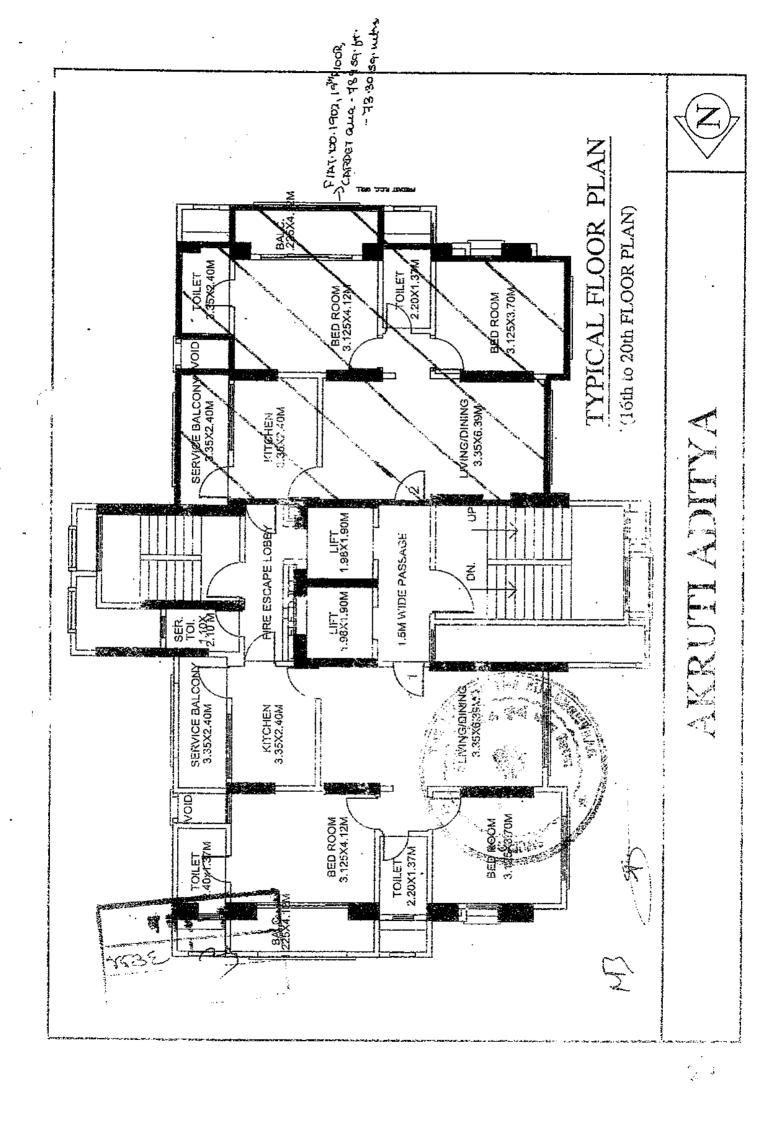
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CITYGOLD MANAGEMENT SERVICES PVT. LTD GREATHECHDRAL DIVISION.

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

8) The Municipal (mrissioner has appointed Shri S-M.

and functions of the Planning buthority under . ction 45 of the land. This Commencement Certificate is valid upto . For and on behalf of bocal Authority The Sunicipal Corporation of Greater Humbai Ic/-hasistant Engineer
muitding Proposals(C)&G/ 1513/4918/C/D/1712 of 31-19 This C-0 is Austhur extended up RIE13/ 13-18/1918-C/NIM of 30 IOD Commencement certificate pions This Co is further extraded the famewed for further perior to one year from apprayed under No. Elli 万河湖18-0101411111 22-7-91 This comis further entended for entire work CERTIFIED TRUE COPY CITYGOLD MANAGEMENT SERVICES PYT. LTB ARCHITECIURAL DIVISION.

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MUNICIPAL CORPORATION OF GREATER MUNICIPAL CORPORATION OF GREATER

No.EB!4918/DIA

10 S. K. Hafizuddin Marg, Byculla,

To

M/s.Vishal Teckniks (Civil) Pvt. Ltd. Akruti Trade Center Road No.7, Marol MIDC Andheri (E) Mumbal 400 093.

Sub:- Proposed redevelopment of property bearing C.S.No.42 of Tardeo Division, 76, Naushir Bharucha Marg, known as Khatauwadi.

Ref; Your Architect's letter dated 10th Oct. 2005.

WITHOUT PREJUDICE

Sir.

With reference to above letter, this is to inform you that there is no objection to occupy the Bidg. under reference for 2 basements + still* + 1st to 20th upper floors which is constructed under supervision of Architect Mrs. Mays. Valdya (Regn. No. CA/97/20982) and Regd. Structural Engineer Ond Rajesh at Shah (Regn.No. STR/S-481) subject to following conditions:

1. That the Certificate ws 270A from H.E. Dept. shall be submitted before B.C.C.

This occupation permission is granted without preinting to homes of M.C.G.M. to take action under Section 353-A of M.C.Act Act Act bunnereessary.

A set of plans duly stamped/signed should occupation permitted granted to portion marked red is returned herewith as after of approve Yours fairefully.

CURTIFIED TRUE COPY

Sd rwef Fndineer

Dy.Chief Engineer Building Proposals (City) Vc.

No.EB/4918/D/A

Copy to : 1 The Architect,

Mrs Citygold Management Services Pvt.Ltd.

A Akruti Trade Centre, Road No. 7

Marol MIDC, Andheri (Easi),

TARCORPET STAVICES PVI. ITD.

Mumbai - 400 093.

Asstt. Commissioner "D" Ward.

3 AEWW. "D" Ward.

4. Dy A.&C. (City).

5. Assit. Commissioner (Estates)

6. Assit. Commissioner (Market).

y Cales Engineer

27433200
AGREEMENT FOR SALE
DATED THIS DAY OF
BETWEEN
VISHAL TEKNIKS (CIVIL) PVT. LTD. DEVELOPERS
AND
UDESHYA PROPERTIES INT.
UDA
PURCHASER/S
FLAT / SHOP / WAIT NO.
ON THE 1974 FLOOR
AND CAR PARKING SPACE
NO
ON U PPER LEV EL / L OV/ ER LEVEL-/ STILT-/ CA-EN-SPACE
35, Khalauwadi, Naushir Bharusha Mary. Grant Road, (W) Mumbal -400007.
M/s. Law Firm of Khones, Advocates. Solicitors & Notaries, 45,M.P.Shetty Marg. Fort, Mumbai 400 001.

दस्त गोषवारा भाग - 2

बंबइ। दस्त क्रमांक (४८३

f (4836/2006)

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दस्त क्र. [बबइ1-4836-2006] चा गोषवारा

बाजार मुल्य :7740480 भोबदला 7500000 भरलेले मुद्रांक शुल्क : 371250

दस्त हजर केल्याचा दिनांक :15/05/2006 05:13 PM

निष्पादनाचा दिनांक : 15/05/2006

दस्त हजर करणा-याची सही:

#5

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 15/05/2006 05:13 PM

शिक्का क्र. 2 ची वेळ : (फ़ी) 15/05/2006 05:15 PM शिक्का क्र. 3 ची वेळ : (कबुली) 15/05/2006 05:17 PM शिक्का क्र. 4 ची वेळ : (ओळख) 15/05/2006 05:17 PM

यस्त नोंद केल्याचा दिनांक : 15/05/2006 05:17 PM

पावती क्र.:4909 दिनांक:15/05/2006 पावतीचे वर्णन

नांवः उदेश्या प्रॉपर्टीज प्रा लि तर्फे संचालक विशाल सुखानी .

30000 :नोंदणी फी

860 :नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)),

रुजवात (अ. 12) व छायाब्रित्रण (अ. 13) -> एकत्रित फी

30860: एकुण

द. निबंधकाची सही, मुंबई शहर 1 (फोर्ट)

ओलख:

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-याना व्यक्तीशः ओळखतात, य त्यांची ओळख पतवितात.

1) िकास धाणेकर . ,घर/फ़्लॅट नं: 187 साई आरती ्

गरकी/रस्ताः --

ईमस्टिये नावः -

ईभारत नः -

पेट/वसाहतः फोर्ट

राहर/गाव: मु

तालकाः -

पिनः ।

2) परान सावंत - ,चर/फ़्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

र्डमारतीचे चावः -

ईमारत नं: -

भेट/दसाहतः -

शहर/गाः-

तालुकाः भिनः - The

दु. निबंधकाची सहीं मुंबई शहर 1 (कोर्ट)



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्राचित्रकारित्रकारित विशेषका स्वेतिक स्वाचित्रकारित स्वाचित्र विशेषका स्वेतिकार स्वाचित्रकारम्भित्र स्वाचित्रकारिता

15/05/2006 5:17:38 pm

दस्त क्रमांक :

दुय्यम निबंधकः

मुंबई शहर 1 (फोर्ट)

4836/2006

दस्ताचा प्रकार: करारनामा अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

दस्त गोषवारा भाग-1

छायाचित्र

बबुड् 1

दस्त क्र.4836/2006

अंगठ्याचा ठसा

नावः उदेश्या प्रापटीज प्रा लि तफे संचालक विशाल ा सुखानी .

पंताः घर/फ़लॅट नं: 701/712 ए गल्ली/रस्ताः नरीमन पॉईंट ईमारतीचे नावः एम्बसी सेंटर

ईमारत नं: -येट/वसाहतः -शहर/गाव: मुं तालुका: -

लिहून घेणार

वय 30

सही





नावः मे.विशाल टेक्निक्स (सिवील) प्रा लि तर्फे मयुर धनवंतराय शाह लर्फे मुखत्यार पराग जयप्रकाश सावंत . पत्ताः घर/प्रलॅट नः -

गल्ली/रस्ताः रोड नं 7 ईमारतीचे नाक आकृती ट्रेड सेंटर

ईमारत नं

लिहून देणार

वय







2 0 ग्राहिकृत करवासरकर्ता जी.वी.पी.प्.सं. AUTHORISED SIGNATORY(S) WITH GBPA No. कृतं राजाता मैक्सवाल बैक्त For puyiab national bank कां भुगतान करें 部 ONLY ादी आदेश CASH ORDER fighter . . . Date ζ---¥ #1110050001; #1680055# red prever the office, graf (1232) Baruja Chantors, Amir not Point, MUNBAI - 400021 **Thirty Thousand unly** JOINT SUB REGISTRAR HUMAAL CONY शास्त्रा प्रम संख्या BRANCH SERIAL No. **30,000.007* of ciona वोश्वानन बेस 1874/2005 THE COST OF THE CO OXW



Original नॉंदणी 39 म.

11;15:19 AM

पावती

Regn. 39 M

पावती क्र.: 1892

विलेपार्ले गावाचे नाव

ेदिनांक 22/09/2005

दस्तऐवजाचा अनुक्रमांक

2005 बदर15 - 01883 -

दस्ता ऐवजाचा प्रकार

मुखत्यारनाना

सादर करणाराचे नाव: मयुर धनवंतराय आह

नोंदणी फी

100.00

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)),

00.054

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (9)

280.00

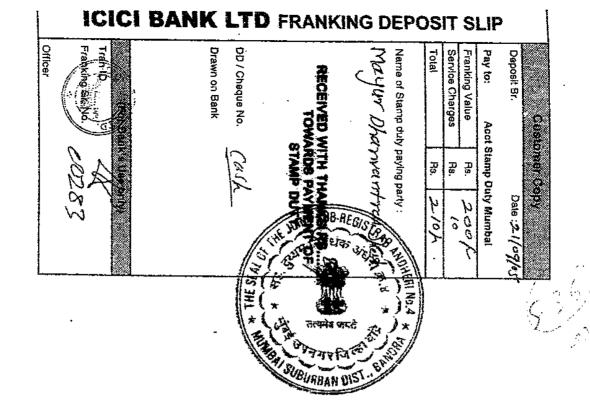
आपणास हा दस्त अंदाजे 11:30AM धा वेळेरा मिजेल

बाजार मुल्यः () रु.

मोबदलाः ०७.

भरलेले भड़ांक शुल्कः 200 रू.





POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, DHANVANTRAI SHAH, Adult, Indian Inhabitant, residing at Flat No. 104, Akudi Nova-A, Niharika Complex, Saiwadi, N.S Phadke Marg, Andheri (E), Mumbai -400069, send grewtings :-

WHEREAS I am one of the Executives of Akruti Nisman Limited, a Company incorporated and registered under the companies Aut 1956 (Act 1 of 1955) having its registered office at Akruti Trade Centre, Road No.7, Marol MIDE Andheri (E), Mumbai- 400 093 (hereinafter referred to as the company) and (the Head of the Marketing Division of the said company. In addition, I so authorised official of a Fifth called Was Singles Realtors, administrative office in the same premises mention

AND WHEREAS during the course of discharge of my executive function to execute various documents on behalf of the said Company/Firm and behalf of its/their Group and Assessate companies, firms, etc., whose thair business activity are development, maintenance and sale of real properties, both residential and commercial/premises.

properties are developed and/or being developed in various locations details of such properties are given in First to Tenth Schedule hereto.

轉落意心實

AND WHEREAS due to official exigencies I am unable attend to the completion of the registration formalities, by presenting myself and admitting execution of various documents before the various Sub Registrar of Assurances.

AND WHEREAS, I am, therefore desirous of appointing some of my subordinate Officials in the said company to act as my Attorney and to lodge such
documents executed / to be executed by me for registration and admit execution
thereof on my behalf before the concerned Registrar/Joint Registrar/SubRegistrar of Assurances and all other Officials of the Government of Maharashtra
who are empowered to discharge such functions.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH THAT :-

Akruti Nirman Ltd (the said company) do hereby nominate, constitute and appoint Shri PARAG JAYPRAKASH SAWANT, Adult, Indian Inhabitant, and Shri JOHN REGIOULD JOSEPH, Adult Indian Inhabitant, both of them tocated at land bearing CTS No. 29(pt), 30(pt), 31, 34(pt) part Road No.7, Maroi. MIDC Industrial Area, Andheri (E), Mumbai-400093, sub-ordinate officials from Cosada (Carana) of the said company, jointly and each of them individually for y dame of the said company, jointly and each of them individually for y dame of the said company, jointly and each of them individually for y dame of these on my behalf to do all or any of the following acts, matter (deeds are pings).

Joint Registrar/ Sub-Registrar of Assurances or any of tering authority or official, empowered to register the documents of registrable nature, ail or any such deeds, documents, agreements, contracts, indentures, conveyances, Re-conveyances, Deeds of confirmation, Deeds of cancellation and/or Rectification/modification, settlement deeds.

Release deeds, Leases, Leave and License agreements, Mortgage Deeds, Lispendens, charges, Declarations, undertakings, statements, coms, receipts, discharges, writings and any other document and all such

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executed by me in my official capacity.

- To admit execution of all such deeds and documents enumerated in clause 1 above which are executed / will be executed by me, before the said registering officials as stated in clause 1 above.
- To receive back from the concerned registering officials such of those
 documents as enumerated in clause 1 above, duly registered together
 with Index-II and certified copies thereof.
- 4. To pay for and incur all such charges and expenses as are required for registering or otherwise of all or any of those documents during the course or registration and subsequently.
- 5. To do all or any of the acts incidental or in connection thorowith necessary for registration of such documents, why remove the part of the behalf.
- And I do hersby ratify and confirm all or anyloged deeds done or performed by my said Attorney.

in Witness Whereof. I, MAYUR DHANVANIRAL SHAH, have set 中央 subscribed my hand and signature nerounto on this 24 day of 1910年 中央 1910年 191

FIRST SCHEDULE OF THE PROPERTY

ALL that piece or parcel of land/ plot admeasuring 3253. 38 squares, bearing O. No. 251, Final Plot No. 274 of Town Planning Scheme, Ville Parte No. V (Principal) Final:

On or towards the North by :

10th Road/Final Plot No. 257

On or towards the South by :

9th Road/Amol Aparlment, Final Pici 296/295

On or towards the East by

Rehab Building 1-AB

On or towards the West by

18.30 D. P. Pood (Sheedhanass Road):



ALL that piece or parcel of land/ plot admeasuring 500.05 sq. mtrs. bearing O.P. No. NIL, Final Plot No. 411 of Town Planning Scheme, Ville Parle No. V (Principal) Final:

On or towards the North by : Final Plot

Final Plot 412/Acharya Villa;

On or towards the South by :

Final Plot/Kriti Bhavan

On or towards the East by :

18.30 D. P. Road (Shradhanand Road);

On or towards the West by :

Final Plot No. 409/Nalia

SECOND SCHEDULE OF THE PROPERTY

ALL that piece or pacel of land or ground situate, lying at CTS No. 104 (pt), CTS No. 106 (pt) and CTS No. 96 (pt) of Village Mulgaon, Taluka Andheri, in the Registration and Sub District of Mumbai City and Mumbai City and Mumbai Suburban admeasuring about 3810,00 sq. mtr. or them.

follows:

On or towards the North by :

Land bearing OFFS(Ng. 96

On or towards the South by :

Road No. 14 and

On or towards the East by :

Boundary of Village More

On or towards the West by :

Rolta Center and Land bearing CTS No. 96

THIRD SCHEDULE OF THE PROPERTY

ALL that piece of land forming a part of the property described in the Schedule above situate at Gavanpada, Village Mulund (East), B. S. D. bearing CTS No.492 (pt) admeasuring 2288.52 sq. mirs. – pale plot area, or thereabouts and bounded as follows:

On or towards the North by :

by Road / 615 No. 492 A/1 (pt)

On or towards the South by :

by Road / CTS No. 492 A/1 (pt);

In or towards the East by :

by CTS No. 492 A/1 (pt);

Dry or jowards the West by

by 90 ft. N.C.Phadke Road/CTS Nos.491,

493, 494.

MJ

ALL THAT piece or parcel of land or ground together with structures standing thereon situated lying and being at Village Mohili, Taluka Kurla, City Survey Record, bearing CTS Nos.693 & 699 admeasuring in the aggregate with an area of 19,751.40 sq. mtrs (as per property card) or thereabouts and bounded as follows:

On or towards the North Side by

Pipeline and Land bearing CTS

No.717, 715 (pt), 713(pt), 700;

On or towards the South side by

Land bearing CTS No.697/1;

On or towards the East side by

Land bearing CTS No.698/Pipeline;

On or towards the West side by

Land bearing

FIFTH SCHEDULE OF THE PROPE

Residential Sale Building Wing "B" of "Akruti NOVA"

ALL that piece or parcel of land or ground together with structures there situate lying and being at Village Gundavelli, Taluka Andheri (E), S. C. D. bearing CTS No. 427/4 admeasuring 1104.80 sq. mtrs. or thereabout and bounded as follows.

On or towards the North side by On or towards the South side by On or cowards the East side by On or lowards the West side by "Akruti Nova", When 'A Same on ding;
Plot boundary of Vullage Ville Pade;
"Akruti Atria", Wing 19" Sale building;
CTS - No.427 Dillenab - Building

SIXTH SCHEDULE OF T

Resideatial Sale Building Wing "B" of "Akruti Atria"

बब्द-१

Tying and being at Village Gundavali, Taluka Andheri (E), B. S. D. bearing CTS

No. 427/4 admeasuring 1104.80 sq. mtrs. or thereabout and bounded as follows:

On or towards the North side by

"Akruti Alria", Wing 'A' Sale building;

On or towards the South side by

Plot boundary of Village Ville Parte;

On or towards the East side by

18.3 m D. P. Road;

On or towards the West side by

Akruti Nova, Wing "B' Sale building.

SEVENTH SCHEDULE OF THE PROPERTY

Pocket No.4 of MIDC Village Mulgaon

ALL THAT piece or parcel of land or ground together with structures standing thereon known as "Gautam Nagar" situated lying and being at Village Mulgaon, Andheri (E), M.S.D., bearing CTS No. 96(PT) admeasuring 4990.18 sq.mtrs. in the Marol Industrial area, thereabout and bounded as follows:-

On or towards the North Side by

Road No.8 / Plot No.21 / ITL

On or towards the South side by

Central Road / CTS 96 (11)

On or towards the East side by

Central Road / ORKEY Mill

On or towards the West side by

Telephone Exchange MTNL / Rehab

Suildings - 1AID/ PDEF

EIGHT SCHOOLE OF THE PROPERT

(ASHRAM CHAWA

ALL THAT piece or parcel of land or ground situated, lying

Vile Parle, Tal. Andheri in the registration Sub-district of Andheri, Mumbai Subtroan District, admeasuring about 3253.76:n² or thereabout and follows this is to say:-

On or towards the North Side by

Tenth Road 9-15m

On or towards the South side by

Godavari Niwas / Road 9-15 (Prop.)

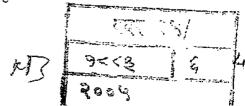
On or lowerds the East side by

Shradhanand Road

On or fowards the West side by

Pramanik Co-Op. Hsq. Soc./F.P.

No.275



(ASHRAM CHAWL)

ALL THAT piece or parcel of land or ground situated, lying at F.P. No.411 of village Vile Parle, Tal. Andheri in the registration Sub-district of Andheri, Mumbai Suburban District admeasuring about 3253.78m² or thereabout and follows this is to say:-

On or towards the North Side by : F.P. No. 412

On or towards the South side by : F.P. No.410

On or towards the East side by : F.P. No.409(pt) & 412(pt)

On or towards the West side by : Shradhanand Road

TENTH SCHEDULE OF THE PROPERTY

(ADITYA)

ACL THAT piece or parcel of land or ground with structures standing thereon known as Khatauwadi, situate lying and being in 'D' Ward admeasuring 2498.34 sq. rolls, or thereabout situate at 36 Navashi Bhatucha Marg and being C. S. No 42 of Tardeo Division in the Registration District and District of Mumbai City and Mumbai Suburban.

SIGNED AND DELIVERED

by the withinnamed:

MR. MAYUR DHANVANTRAI SHAH

in the presence of

I have read the Power of Attorney and nereby accept the contents thereof and agree to act accordingly

1) Shri PARAG JAYPRAKASH SAWANT

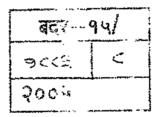
32

Shi JOHN REGINALD JOSEPH

Aff.

3563 42

नाव भेयुर धनवंतराय शाह - -ा पत्ता वर/पर्लेट नं: 104, आकृती शंबा ,ए विंग् लिहून देणार निहारिका कांम्लेक्स, साई कडी, एन एस फडके मार्ग, वय 35 अंधेरी पू भूं 59 गर्ल्ड/रख्तः -सही ईमारतीचे नावः -ईमारत नं: -पेट/वसाह भारः पराग जयप्रकाश सागंत - -2 पनाः घर/एसँट नं: आकृती हंड संटर रोड नं 7. लिहून घेणार मराळ एम आव डां सी अंधेरी पू मुं 93 वय परसी/रस्ताः र्दमारतीचे नावा -ईमारत मं: . . पेत/बसाहराः -शहर/भाव: ভালুক भव जॉन आर जोसेफ भंजी भरत्रभलेट में। वरीलयमाण् तिहुन घेगार गरुली/रस्ताः वय 26 ईभारतीचे सावः -ईमारत ने: ंदर/बरवादन 'चंदर्गःश्त्रं, -टा स्वय . П केन सम्बद्धाः





२.१२ व्याच म रहे विवास भाषाकर्षान्य भाषान्यामानारे <mark>प्रशासक करना विस्थाय</mark> प्रमुख करनात

43

दस्त ्जर कल्याचा ादनाक :22/09/2005 11:11 AM

निष्पादनाचा दिनांक : 22/09/2005 दस्त हजर करणा-याची सही :

Mehal

ध्रशाधा प्रकार :46) मुखत्यारनामा

शिक्का क्र. 1 ची वंख : (सादरीकरण) 22/09/2005 11:11 AM

शिवका क्र. 2 ची वेळ : (फी) 22/09/2005 11:16 AM शिवका क्र. 3 ची वेळ : (कबुली) 22/09/2005 11:16 AM शिक्का क्र. 4 ची वेळ : (ओळख) 22/09/2005 11:16 AM

दरत नोंद केल्यावा दिनांक : 22/09/2005 11:16 AM

अरेन्टरव

भारतील इसम् असे निवेदीत करतात की, तें **दस्तऐवज करून देणा**-यांना व्यवदीणः ओळखतात, य त्यांची ओळख पटवितात.

1) दिएक तळगे - - ,धर/एलॅंट न: 187, बझार गेट, फोर्ट पूं

गन्सा/सराः

ईगारतीय गावः -

ईमारत नं: -

गेट/वस्तरनः

शतस्यातः -

व्यक्तिकाः

पिन: -

मनाज प्रवार - - ५४/प्रलॅट नं: अधिनप्रभागे

गल्सी/र प्ताः

ईनारतीय नावा

उभारत के -

पेट/वसाहतः -

एहिंच निहास -

त्तलुका: -

पिन:

100 :नोंदणी फी

180 : नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल

(अर. 11(2)).

रुजवात (अ. 12) व छाबाचित्रण (अ. 13) 🤣 एकत्रित फी

280: एकण

इ. शहान्तुरी में निवस असरी-४ मुंबई उपनगर जिल्हा

> **बदर-१५**/ १८८३ ९ २००५

प्रमाणित करणेत ाहे की, था दस्तामध्ये एकूण......र.....भाने आहेनु

> सह. हुच्याः निर्वेधक शंबरी सा.ध होवई सम्बद्ध शिल्हाः

हें उपनार जिल्हा भूतर उपनार जिल्हा



यदर-१५/१ अ/ १००५ इंतरक अनेक १, इटक अस

गोदस्य

विमान ार्यादी छ

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नेकंड जपनाम चित्रा