



Monday, May 14, 2012
12:08:55 pm

पावती

Original

मि. दि. 14/05/12
Page 12/14

(Mitesh Gajera Pouti)

पावती क्र. : 5723
दिनांक : 21/05/2012

गावाचे नांव : लोअर परेल

दस्तऐवजाचा अनुक्रमांक : बबई 3 - 4794 - 2012

दस्त ऐवजाचा प्रकार : करारनामा

सादर करणा-याचे नाव : मितेश सी गजेरा

फी	नॉदणी फी	:	रु.30,000.00
	दस्त हाताळणी फी	:	रु.1,940.00
	पृष्ठांक संख्या : 97		

एकुण रु.31,940.00

आपणास हा दस्त अंदाजे 12:28PM ह्या वेळेस मिळेल

सह दु. नि. मुंबई शहर क्र.
बह दुर्यम निबधन

मोवदला : मुंबई शहर क्र. ३

वाजार मुल्य : रु.107,595,518/-

भरलेले मुद्राक शुल्क : रु.9,603,000/-

- 1) देयकाचा प्रकार : By Demand Draft रक्कम: रु.30,000
डीडी/ धनादेश क्रमांक : 022579 दिनांक : 14/05/2012
बँकेचे नाव व पत्ता : आय सी आय सी आय बँक मु
- 2) देयकाचा प्रकार : By Cash रक्कम: रु.1,940

DELIVERED



Wednesday, May 23, 2012
1:50:35 pm

1

सूची क्र.2

दुय्यम निबंधक : सह दुय्यम निबंधक मुंबई शहर 3

दस्त क्रमांक : 4794/2012

नोदणी 63
Regn. 63m

गावाचे नाव : लोअर परेल

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	रु.192,045,000/-
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	रु.107,595,518/-
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	सि.टी.एस. नंबर सि.टी.एस. नंबर -- 1103 पालिकेचे नाव: मुंबई मनपा इतर वर्णन : एफ पी न 1087 टि प एस IV , --सदनिका न बी 22 , 21 वा मजला , अहुजा टॉवर्स , राजाभाऊ देसाई मार्ग , प्रभादेवी मुं 25.
(5) क्षेत्रफळ	304.76 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1) नाव:- - श्री अहुजा प्रॉपर्टीज आणि रिलेटर्स प्रा लि चे जगदीश बी अहुजा तर्फे मुखत्यार संतोष कदम ;वय: 33;पत्ता :-199 व्ही एन स्पेरे , 3 रा मजला , शॉपर्स स्टॉप समोर , बांद्रा पिन कोड:- 50 पॅन नंबर: AALCS1139C
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1)नाव:- मितेश सी गजेरा ; वय:30; पत्ता:-21-22 सुरज को हौ सोसा लि , 71 भुलाभाई देसाई रोड,पिंपरी कोड:-6; पॅन नं:-AGIPG4691B;
(9) दस्तऐवज करून दिल्याचा दिनांक	16/05/2012
(10) दस्त नोंदणी केल्याचा दिनांक	21/05/2012
(11) अनुक्रमांक,खंड व पृष्ठ	4794/2012
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	रु.9,603,000/-
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	रु.30,000/-
(14) शेर	



खरी प्रत

सह दुय्यम निबंधक, मुंबई (स) क्र. ३

श्री. ...
यांना त्याचे ता. २३/५/१२ ज्या अर्जानुसार
क्र. ५६३ निव्वकल दिली तारीख २५/५/१२
सहदुय्यम निबंधक मुंबई शहर क्र. ३
रु. ३



THE COSMOS CO-OPERATIVE BANK LTD.
FRANKING DEPOSIT SLIP

Estd. 1906

Customer Copy

Branch : Pare , No. **919722**

Date: DDMMYYYY **16/05/12**

Pay to: **THE COSMOS CO-OPERATIVE BANK LTD.**

Franking Value	₹	9603000/-
Service Charges	₹	
Total	₹	9603000/-

Pan No. :- **AQIPG4691B**

AQIPG4691B

Name & Address of Stamp duty paying party
Mitesh C. Gajera 2/22 Suraj CHSL
71 Bhulabhai Desai Rd. 400008

Tel. No. / Mobile No.: **9829010108**

Name of the counter party
Shree Anura Properties & Realtors

Purpose of Transaction **Registration**

For Franking Documents

₹ **9603000/-**

Cash/DD/PayOrder/Cheque No. _____

Bank Name _____

Branch _____

Purchaser's Signature
(Raising Party)

For Bank's Use only

Franking Sr. No.

Tran ID

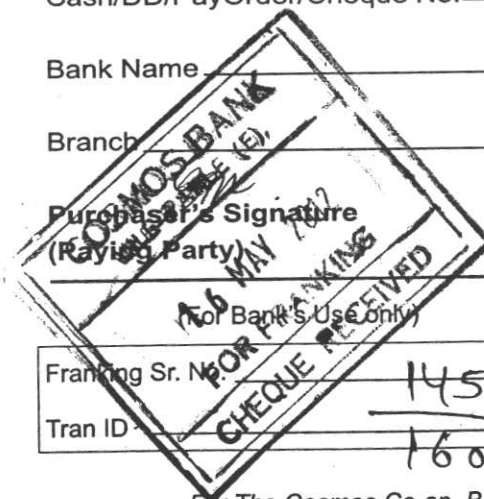
14520

160169

For The Cosmos Co-op. Bank Ltd.

Service Tax Reg. No.
AAAAT0742KST001

Authorised Signatory



बबई - ३	
४०८४	९
२०१२	

दस्तावा प्रकार Name of Document Agreement / for Sale

दस्ता नोंदणीचा तपसिल (Registration Details) Registrable Name of S. R. O. Fort - NA

दस्तावा युनिक नंबर (Franking Unique No.) 14520

विकासाचे ब्रीफ वरील वर्णन (Property Description in Brief) Ahuja Tower B/22 Prabhadevi

योगदान रक्कम (Consideration Amount) 192045000/-

मुद्रा खरेदीदाराचे नाव पत्रकार-१ नांव (Stamp Purchaser's Name) Mitesh C. Gajera

दस्तावातील दुसऱ्या पक्षाचा नाव (Name of the 2nd Party) Shree Ahuja Properties & Realtors Pvt Ltd

दुसरे अवलंबून नाव (If through Name) Eknath A. Palar

मुद्रांक शुल्काची रक्कम (Stamp Duty Amt. INR) 9603000/-

अधिकृत अधिकार्याची पूर्ण स्वाक्षरी लिहून (Authorized Person's Co-op. Bank Ltd Seal)

उक्त मुद्रांक प्रॉविंग अस्तु बायसेट मॅग्नेटो तपासले व
सहकार्य/संबंधित प्रसिद्ध अधिकारी यांना दुरुवणीवकल
संपर्क साधून येथे बरोबर आढळून आला.

Sanjay A. Oak
Franking Officer



बबई - ३
2012

THIS AGREEMENT FOR SALE ("Agreement") made at Mumbai on the 6th day of

May, 2012.

BETWEEN

SHREE AHUJA PROPERTIES AND REALTORS PRIVATE LIMITED (PAN NO. AALCS1139C), a company incorporated and registered under the provisions of the Companies Act, 1956 having its registered office at 199, V.N. Sphere, 3rd Floor, Opp. Shoppers Stop, Linking Road, Bandra (West), Mumbai - 400 050, hereinafter referred to as the "Ahuja/Developer" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor/s) of the First Part;

AND

MR. MITESH C. GAJERA (PAN AGI PG) of _____ Indian Inhabitant(s), residing at 21/22, Suraj CHSL, 71 Bhulabhai Desai Road, Mumbai - 400006.

hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the

For The Cosmos Co-op. Bank Ltd. The Cosmos Co-operative Bank Ltd. Lfthe Parle Branch, Sarvajanik Nagar, Pita No-45, TFS-4 CTS No 807 A, Hiranagar Road, Vile Parle (E), Mumbai-400 057.

Sanjay A. Oak, STP, B.C.R. Branch, 199/1762-640, Franking Officer

INDIA STAMP DUTY MATRASHTRA

शुल्क 14520
160169
9603000/-
85114
MAY 16 2012

Rs Ninety six lakh three thousand only

context or meaning thereof be deemed to mean and include his/her/their respective heirs, legal representatives and assigns) of the Second Part;

WHEREAS:-

- (1) (i) Final Plot No. 1087 ("F.P. No.1087") of T.P.S. IV of Mahim Division admeasuring 5929.62 sq. mts. as per the Town Planning Re-Distribution Statement (6240.02 sq. mtrs. as per the Property Card), situated at Rajabhau Desai Marg, Prabhadevi, Mumbai-400 025, more particularly described in First Schedule - Part A, was owned by Mr. Bhalchandra Balaram Dhuru & Ors. Under the revised Development Plan of G/S Ward ("revised D. P.") sanctioned by the Government of Maharashtra ("Government"), F.P. No.1087 was reserved for public purpose of Post and Telegraph Department ("P&T Dept."). F.P. No.1087 was notified for acquisition on behalf of MTNL (then known as Bombay Telephones) and subsequently, acquired by the Government. As the Government is the owner of F.P. No.1087. As the land was encroached, it could not be put to the use for the purpose for which it was acquired.
- (ii) The Municipal Corporation of Greater Mumbai ("MCGM") is the owner of Final Plot No. 1088 ("F.P. No.1088") of T.P.S. IV of Mahim Division admeasuring 5439.94 sq. mts. as per the Town Planning Re-Distribution Statement (5723.29 sq. mts. as per the Property Card), situated at Rajabhau Desai Marg, Prabhadevi, Mumbai - 400 025, more particularly described in First Schedule - Part B. F.P. No.1088 was reserved for public purpose of Dhobi Ghat and residence of workers. Under the revised Development Plan, F.P. No.1088 was reserved for public purpose of P&T Dept. and for widening, if any, of existing road or proposed D. P. Road. As F.P. No.1088 was fully encumbered with a cluster of hutments it could not be developed for the purpose and was not acquired by the Government.

बबई - ३
वर / 3
२०१२

F.P. Nos.1087 and 1088 are hereinafter collectively referred to as the "Land" and copy of the individual Property Cards are annexed hereto and marked as Annexure A (collectively);

- (2) As per Development Plan Remarks issued by MCGM dated 6th October 2003 bearing no. Ch.E./604/DPC/G/S, the said Land is in Residential Zone;
- (3) The Land was occupied by slum dwellers, who being desirous of redeveloping the Property under the slum rehabilitation and re-development scheme ("Scheme") under the Slum Areas (Improvement Clearance & Redevelopment) Act, 1971 ("Slum Act"), formed themselves into a co-operative housing society in the name of "Prabhadevi SRA Co-operative Housing Society Limited (Proposed) ("Society");
- (4) The Developer, being desirous of redeveloping the Land under the Scheme, approached the Society with its proposal and the Society by its resolution passed at a general body meeting held on 27 June 2003, approved the appointment of Ahuja as the developer for the redevelopment of the Land. In pursuance of this resolution, the Society (through its managing committee) vide Development Agreement dated 16 November 2003 ("Development Agreement") granted development rights in respect of the said Land to the Developer, on the terms and conditions mentioned therein and also executed an Irrevocable Power of Attorney dated 16 November 2003 pursuant to the Development Agreement. The eligible slum dwellers also granted their individual consents to the appointment of the Developer for carrying out the Scheme and entered into Tri-partite Agreements with the Society and Developer.
- (5) The Developer applied to the Slum Rehabilitation Authority ("SRA") for sanction of the Scheme for the Land and submitted the necessary documents, *inter alia* layout plan, building plan, along with Annexure-I, Annexure-II and Annexure-III.

On perusing the documents submitted by the Developer to the SRA and after conducting survey, SRA permitted the same to be redeveloped under the Scheme;

- (6) Based on the above, SRA issued an initial Letter of Intent (LOI) dated 23 September 2004 approving Ahuja's appointment as the Developer and its proposal for

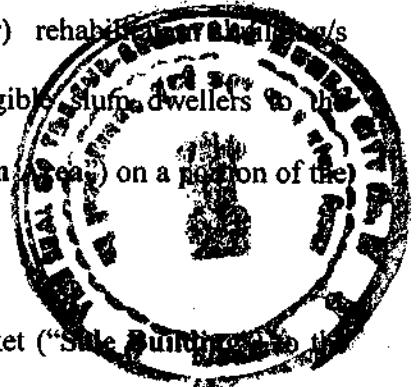
(6)

redevelopment. This initial LOI has been revised from time to time and finally SRA issued revised LOI dated 8 August 2008 (Revised LOI) allowing FSI of 3.00 to be consumed on the said Land. Under the Revised LOI, Developer is permitted to construct on the said Land, rehabilitation area of 19,821.807 sq. mts. built-up area and sale area of 19,571.958 sq. mts. built-up area. The Revised LOI supersedes all earlier LOIs. Copy of Revised LOI is annexed hereto and marked **Annexure B**.

(7) The Society was subsequently registered under the provisions of Maharashtra Co-operative Societies Act, 1960 with the Registrar of Societies at Sl. No. MUM/SRA/HSG/(TC)/10971/2005 vide Certificate of Registration dated 4 October 2005 issued by Additional Registrar Co-operative Societies (SRA);

(8) Under the Revised LOI, the Developer is: -

- (i) required to construct, at its own cost, 4 (four) rehabilitation building/s ("Rehabilitation Buildings") for rehabilitating eligible slum dwellers to the extent of the sanctioned built-up area ("Rehabilitation Area") on a portion of the Land; and
- (ii) entitled to construct building/s for sale in open market ("Sale Building") to the extent of sanctioned built up area ("Sale Area") on the balance portion of the said land;
- (iii) required to develop T. P. Road admeasuring 1761.695 sq. mtrs. at its own cost, and hand over to MCGM; and
- (iv) required to construct built-up area admeasuring 1706 sq. mtrs., at its own cost, and hand over to P & T Dept.



बखर्द - ३
नवेर / ५
२०१२

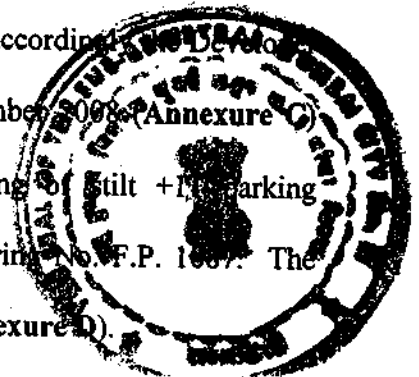
The Developer will rehabilitate all eligible slum dwellers and will also comply with sub clause (iii) and (iv) of clause 10 hereinabove before applying for the Occupation Certificate for the Sale Building;

The Developer further represented and explained to the Purchaser that the Developer is dealing with Project Affected Persons occupying contravening structures as defined

under the provision of Development Control Regulation no 33 (15) and filed an application for availing benefit and seeking revised Letter of Intent. The said Application for seeking Revised LOI to that effect is pending before the Competent Authority (SRA), once the same is sanctioned by SRA, the Developer shall be entitled to utilize the extra FSI over and above current FSI as mentioned in the LOI Dated 8 August 2008. It is further made clear that necessary revised LOI will be issued by the SRA; accordingly Developer shall utilize the extra FSI granted on the said land without seeking any consent from the Purchaser.

- (9) The Developer has obtained Intimation Of Approval ("IOA") in respect of rehabilitation buildings 1, 2, 3 and 4 comprising of built up area permitted under the LOI and also obtained Commencement Certificate ("CC") in respect of building Nos. 1, 2 and 3. The Developer is in process of obtaining CC for rehabilitation building No. 4.

- (10) SRA has presently sanctioned plans for the Sale Building and accordingly Developer has obtained IOA No.SRG/Eng/2138/GS/MLN dated 2 December 2008 (Annexure C) issued by SRA for construction of Sale Building consisting of Stilt + Parking floors/podium + 4 residential floors on a portion of land bearing No.F.P. 1007. The Developer has obtained necessary CC dated 30 May 2009 (Annexure D).



- (11) The Developer has appointed M/s. P. N. Bhobe & Associates as Architects for preparing the plans and M/s. Y. S. Sane & Associates as Structural Engineers for preparing the structural design and drawings of Sale Building;

Prepared by	
mer	E
2022	

- (12) Separate lease deeds will be executed for the respective portion of the Land on which the Rehabilitation Buildings and Sale Building are constructed in favour of the respective Housing Societies of the slum dwellers and the purchasers of the flats;

- (13) The Developer intends to sell flats in the Sale Building on what is known as "ownership basis" under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion, Sale, Management and Transfer) Act, 1963 ("MOFA") Sale Building.

- (14) Purchaser is desirous of acquiring Flat No. B/22 admeasuring 2732.76 sq. ft. carpet area i.e. 254 sq. mtrs. in Wing 'B' on the 2nd Level habitable

(8)

(iv) "said property" shall mean a portion of the Land on which Ahuja Towers is constructed;

(v) "possession date" shall mean the date on which the Developer have agreed to give possession of the Flat to the Purchaser.

2. (a) The Purchaser hereby agrees to purchase and the Developer hereby agrees to sell to the Purchaser the Flat No. B/22 admeasuring 2732.76 sq. ft. carpet area on the 21st floor of Ahuja Towers more particularly mentioned in the Second Schedule hereunder written and delineated on the Floor Plan thereof hereto annexed and thereon the Flat is shown surrounded by red colour boundary lines together with the common areas and facilities pertaining to Ahuja Towers, more particularly mentioned in Third Schedule hereunder written with the amenities and specifications as per the list thereof mentioned in Fourth Schedule

hereunder written, at or for the total consideration of Rs. 19,20,000/-

(RUPEES Nineteen Crores Twenty
Five Thousand ONLY)

(b) Out of the aforesaid aggregate consideration of Rs. 19,20,000/-

(Rupees Nineteen Crores Twenty
Five Thousand ONLY,

a sum of Rs. 31,00,000/- (Rupees Thirty One Lacs
ONLY)

has been paid by the Purchaser to the Developer on or before execution of this Agreement, and the balance consideration of Rs. 18,89,45,000/-

(Rupees Eighteen Crores Eighty Nine Lacs Forty
Five Thousand ONLY)

shall be paid by the Purchaser in installments, more particularly mentioned in Fifth Schedule hereunder written.

(The Flat No. B/22 on 21st floor of Ahuja Towers, and the common areas and facilities, are hereinafter collectively referred to as "the said Premises").

बबई - ३	
रुबर	C
१०४२	

floor (which as per MCGM approved plan is 21st floor) of the Sale Building are hereinafter collectively referred to as "the said premises");

- (15) The Purchaser has demanded from the Developer and the Developer has given inspection to the Purchaser of the title documents including the LOIs, the approved plans, designs and specifications prepared by the Developer's Architect and all other documents as specified under MOFA and the rules made thereunder;
- (16) M/s. Amarchand & Mangaldas & Suresh A. Shroff & Co., Advocates and Solicitors have issued Title Certificate dated: 24.12.2009 in respect of Developer's right to construct and sell the Building in terms of LOIs. A copy of the Title Certificate is annexed hereto and marked Annexure E;
- (17) The Developer has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Developer the said premises;
- (18) The Parties are desirous of executing this Agreement as required under section of MOFA, for recording the terms and conditions on which the Developer has agreed to sell and the Purchaser has agreed to purchase the said premises.

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

1. Following expressions used in this Agreement shall mean as follows:-

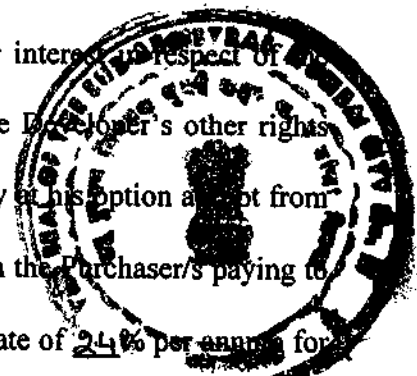
- (i) "the Flat" shall mean Flat No. B/22 on the 21st floor of the Sale Building known as "Ahuja Towers";
- (ii) "said land" shall mean the land described in Part A and Part B of the First Schedule hereunder written;
- (iii) "the Project" shall mean the buildings to be constructed under the Rehabilitation Scheme on a portion of Land and the building to be constructed on a portion of said land for free sale in the open market;

बवई - ३
8067 / 0
२०१२ 6

(c) It is agreed between the Developer and the Purchaser that the Purchaser may make payments at any time prior to the due dates set out in the Fifth Schedule

(d) It is hereby expressly agreed that the time for payment of each of the installments as set out in Fifth Schedule hereunder written shall be the essence of the contract.

(e) In the event of the Purchaser making any default in making payment of any installments of the consideration on due date, the Developer will at his own option terminate this Agreement by written notice addressed to the Purchaser and in that event, all the sum or sums of money paid hereunder by the Purchaser (except the amount equivalent to 5% of the total cost of the said Premises which stands forfeited to the Developer) shall be refunded to the Purchaser by the Developer without any interest, compensation damage or cost within a period of 30 (thirty) days of receipt thereof. The Developer will immediately after termination, be entitled to sell and/or dispose of the said Premises to any other Party and the Purchaser/s herein shall have no right to object to such sale / disposal of the said Premises by the Developer or have any claim/right/or interest in respect of said Premises. Without prejudice to the above, and the Developer's other rights under this Agreement and/or in law, the Developer may at his option accept from the Purchaser/s the payment of the defaulted amount on the Purchaser/s paying to the Developer, interest on the defaulted amount at the rate of 24% per annum for the period for which the payment has been delayed.



3. (a) Possession of the said Premises shall be handed over to the Purchaser on or before 30.06.2014 after obtaining occupation certificate from SRA, subject to the availability of cement, steel, water and other building materials and subject to the strikes, civil commotion or any act of God such as earthquake, flood or any other natural calamity and cause or causes beyond the control of the Developer.

बबई - ३	
over	e

(b) If the Developer fails to give possession of the said Premises on the aforesaid date, or any further date or dates agreed to between the Developer and

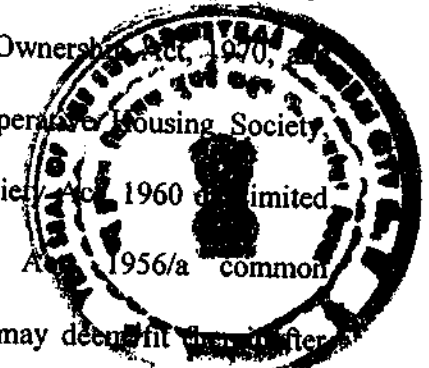
(Handwritten signatures and initials)

the Purchaser, or the Developer, for reasons beyond its control is unable to give possession of the said premises by the date specified, or further agreed date or the period of 3 months thereafter or a further period of 3 months, if those reasons still exist, then in any such case, the Developer shall be liable, on demand and at the option of the Purchaser without prejudice to any other remedies to which the Developer may be liable refund the amount already received by the Developer in respect of the said premises with simple interest @ 9% per annum from the date of receipt of the sums of money, till date the amount together with the interest thereon is refunded and the amount and the interest refundable by the Developer to the Purchaser shall be a charge on the land together with Ahuja Towers, in which the Flat is being sold under this Agreement, to the extent of amount due.

4. The Developer may at their sole discretion, submit the land together with Ahuja Towers to the provisions of Maharashtra Apartment Ownership Act, 1970, or form either a Condominium of Apartments or Co-operative Housing Society, under the provisions of Maharashtra Co-operative Societies Act, 1960 or a Limited Company, under the provisions of Companies Act, 1956/a common organization/a body of Purchasers, as the Developer may deem fit and thereafter collectively referred to as "the Condominium of Apartments/the Society/the Limited Company/Entity") and that the Purchaser/s hereby consent/s to the same and shall not dispute the decision of the Developer in this regard.

5. The Purchaser/s hereby agree/s to co-operate with the Developer in the formation of "the Condominium of Apartments/the Society/the Limited Company/Entity" and sign and execute, on being called upon, all applications forms and other papers required for this purpose.

6. The Developer shall procure from the State Government lease of the portion of the land on which Ahuja Towers is constructed together with Ahuja Towers in favour of the Condominium of Apartments/Society/Limited Company/Entity to be formed on such terms and conditions as may be stipulated by the State

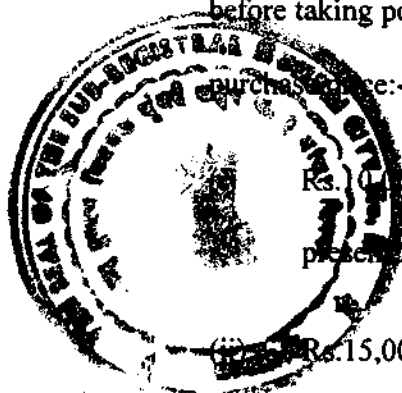


बबई - ३	
२०२२	१०
२०२२	

Government. The lease will be in such form and stand and on such terms and conditions as may be prescribed by the State Government.

7. Each of the Purchaser/s, the Condominium of Apartments/the Society/the Limited Company/Entity shall be liable to maintain, repair, renovate, reconstruct, re-build, on the said property the gardens, internal roads, electric sub-station, 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 Ahuja Towers. The liability to maintain, repair, renovate, reconstruct or re-build the common facilities as mentioned herein shall arise from the date the Purchaser/s is/are offered possession of his/her/their/its flat. Thereafter, the Developer will not be liable to repair, maintain, renovate, reconstruct or re-build common facilities.

8. The Purchaser/s hereby agree/s to and shall pay to the Developer the following amounts within a period of seven days from the date of notice and in any event before taking possession of the said Premises. Such amount is over and above the



Purchase Price:-

Rs. 10,000/- (Rupees Ten Thousand Only) towards expenses for the present Agreement;

Rs. 15,000/- (Rupees Fifteen Thousand only) towards expenses for formation of the Condominium of Apartments/the Society/the Limited Company/Entity;

(iii) Rs. 350/- (Rupees Three Hundred Fifty Only) share money and entrance fee;

towards contribution of
बचत - ३
मेर / ११
2022

(iv) Rs. 50,000/- (Rupees Fifty Thousand Only) towards

installation of electric meter/water meter and electric connection/water connection charges / MCGM charges and any other charges;

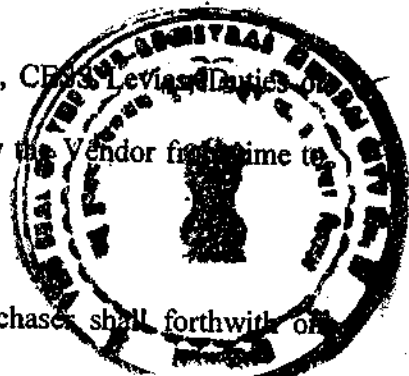
(v) Rs. 1,00,000/- (Rupees One Lakh Only) towards MCGM development charges;

(Handwritten signatures)

(vi) Rs 100000/- (Rupees ——— only) towards Club Charges.

(vii) The Purchaser agrees to pay Corpus Fund of the Building as demanded by the Vendor and also Ad hoc Maintenance charges for upkeep and care of the areas of the complex for a period of 24 months from the date of offer for possession, as decided by the Vendor. These Adhoc maintenance charges are neither interest bearing nor for life long but they are expenses calculated on monthly basis. The Vendor is neither liable to explain the expenses nor refund the same. The amount of Corpus Fund and Adhoc maintenance charges has not been fixed, however, the same shall be decided and intimated by the Vendor to the Purchaser at an appropriate stage of the Development by considering all the factors related to the Project. The Purchaser without any objection shall pay both Corpus Fund and Adhoc maintenance charges as and when demanded by the Vendor.

(viii) ✓ The Purchaser shall pay the Service Tax, VAT, Cess, Levies and Duties on any other form of Taxes and/or as and when demanded by the Vendor from time to time.



In case there shall be deficit in this regard, the Purchaser shall forthwith on demand pay to the Developer his proportionate share to make up such deficit.

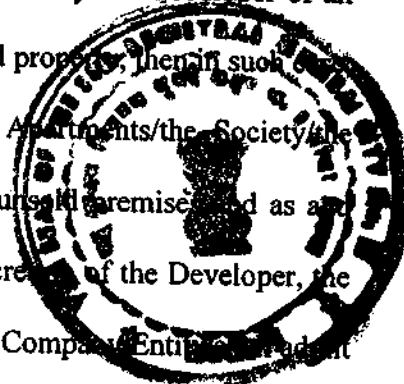
The Purchaser is aware that out of the expenses mentioned in clause 8 above, the Developer shall be liable to furnish accounts only in respect of item vi above.

बजट - ३
१२
२०२२

9. As soon as the Developer obtains occupation certificate from SRA, the Developer shall furnish a copy thereof to the Purchaser and notify to the Purchaser that construction of Ahuja Towers is complete and that the Developer has obtained occupation certificate from SRA and the Purchaser can occupy the said Premises, the Purchaser shall take possession of the said Premises within 15 (fifteen) days from receipt of such notification and shall simultaneously pay the balance amount of the purchase price as per of the Fifth Schedule hereunder written, within a period of 15 days from the date on which notice in writing is given by the Developer to the Purchaser to this effect, which notice shall be served

individually on the Purchaser. If the purchaser fails to pay the balance consideration in spite of the notice, the Developer shall, at its sole option, without prejudice to other rights, be entitled to terminate this Agreement by giving written notice to the Purchaser, and upon such termination, all monies paid under this Agreement by the Purchaser (except 30% of the amount paid by the Purchaser towards the consideration, which shall be forfeited) refund to the Purchaser, but without any interest, compensation, damage or cost, within 15 days of such termination. and upon such termination, right of the Purchaser under this Agreement shall cease to exist and the Developer shall be entitled to dispose of the said premises to any other person or persons..

10. In case the lease is executed in favour of the Condominium of Apartments/the Society/the Limited Company/Entity before the disposal by the Developer of all the flat in Ahuja Towers being constructed on the said property, then in such case the Developer shall join in the Condominium of Apartments/the Society/the Limited Company/Entity as members holding such unsold premises and as and when such premises are sold to third party at the discretion of the Developer, the Condominium of Apartments/the Society/the Limited Company/Entity shall admit as members the Purchasers of such premises without charging any transfer fee or premium or any other extra payment of whatsoever nature.



बकाई - ₹
रुबर / 93
any amount ₹ 2082 of

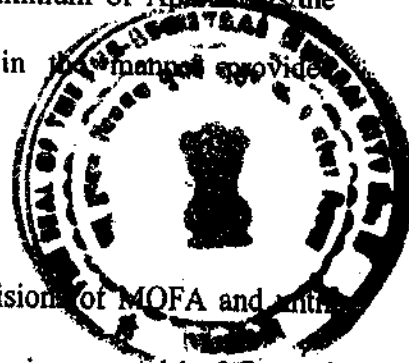
11. The Purchaser/s hereby agree/s that in the event that any amount of premium or security deposit or fire, cess, betterment charges or development tax or security deposit for the purpose of obtaining water connection in respect of Ahuja Towers or for any other purpose relating to it or any other tax or payment of a similar nature is required to be paid to MCGM or any other concerned authority, the same shall be borne and paid by the Purchaser to the Developer forthwith on demand in the proportion which the area of the said Premises agreed to be acquired by the Purchaser shall bear to the total area available for construction on the said Property and in determining such amount, the decision of the Developer shall be conclusive and binding upon the Purchaser. If the

(Signature)

(Signature)

Developer shall have made such payment then the Purchaser shall forthwith on demand reimburse to the Developer the amount payable in that behalf by the Purchaser as aforesaid.

12. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser any right whatsoever into over or upon the said land or Ahuja Towers in which the said Premises are being constructed. The Purchaser shall have no claim save and except in respect of the said Premises agreed to be sold to him/her/it. All open spaces, including open car parking spaces, lobbies, terraces and other premises forming a part of Ahuja Towers will remain the property of the Developer until the Lease in favour of a Condominium of Apartments/the Society/the Limited Company/Entity is executed in the manner provided hereinafter.



13. It is hereby expressly agreed that subject to the provisions of MOFA and until Lease of the said property together with Ahuja Towers is executed in favour of the Condominium of Apartments/the Society/the Limited Company/Entity proposed to be formed, the terrace of Ahuja Towers shall always belong to the Developer and he shall be entitled to deal with and dispose of the same in such manner as he may deem fit.

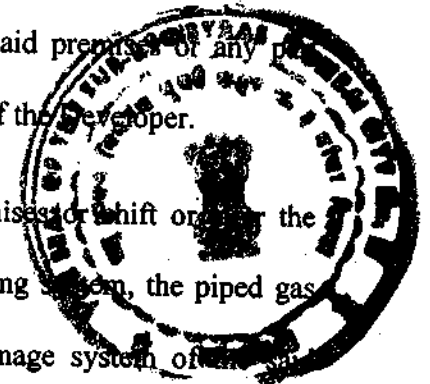
वसुधै - ३
20/12/92
30/3

14. The Purchaser for himself/herself/themselves/their heirs/successors and assignees into whose hands the said Premises may come, doth hereby covenant with the Developer as follows:

- 1) to use the said Premises for residential purpose only (and not for commercial or shopping or office uses) as stipulated in the MCGM's letter dated 31.12.2004.
- 2) to maintain the said Premises at the Purchaser's costs in good tenantable repair and condition from the date on which possession of the said Premises is taken and not to do or suffer to be done anything in or to the Building in which the said Premises are situated, and also in the staircase or any passages which may

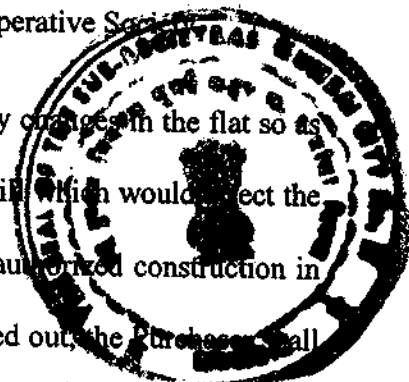
be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to Ahuja Towers in which the said Premises are situated.

- 3) not to store in the said Premises any goods which are of a hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of Ahuja Towers or storage of which goods is objected to by the local or other authority and not to carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or any other structure of Ahuja Tower, including entrances of Ahuja Towers and in case of any damage caused to Ahuja Towers or the said Premises on account of negligence or default of the Purchaser in this regard, the Purchaser shall be liable for the consequences of the breach.
- 4) not to demolish or cause to be done any additions or alterations other than structural alterations of whatsoever nature in the said premises or any part thereof, without obtaining prior written permission of the Developer.
- 5) not to make any structural alteration in the said premises or to shift or alter the position of either the kitchen, bathrooms or plumbing system, the piped gas system or the toilets which would affect the drainage system of the building in any manner whatsoever.
- 6) not to transfer, assign, or part with his interest or the benefit of this agreement of the said premises until entire building is constructed and all the amounts payable by the purchaser to the promoter under this agreement are fully paid and only the purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the purchaser has obtained permission in writing of The Promoter for the purpose and provided that the transferee, lessee, assignee etc. is approved by



The Promoter	बनई - ३
गुजर	94
२०१२	

- 7) keep the said premises, columns, beams, RCC structure, external façade, walls, partitions, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and conditions.
- 8) not to close the niches or balconies or refuge areas or allow any alterations in the outside elevations and/or the outside colour scheme of the flat to be allotted to him/her/it.
- 9) use open spaces, common entrances, common passages, ducts, lobbies, staircases, lifts in Ahuja Towers in a reasonable manner for the purpose of ingress and egress only and not for any other purpose and shall not use or permit the same for storage or for use by domestic help at any time.
- 10) not to chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. parris or other structural members in the said premises without prior written permission of the Developer and/or the Co-operative Society.
- 11) not to shift windows of the said flat and/or carry out any changes in the flat so as to increase the area of the said flat and/or put any grill which would affect the elevation of Ahuja Towers and/or carry out any unauthorized construction in the said flat. In the event if any such change is carried out, the Purchaser shall remove the same within 24 hours of notice in that regard from the Developer. In the event if the Purchaser fails to remove the same within the period of 24 hours, then the Developer shall be entitled to inform the government authorities to take appropriate action.
- 12) not to cover the area of the flowerbeds with debris, blocks, tiles or any such material and shall not use the area of flower bed for any purpose except for the purpose of keeping planters/flower bed failing with which the government authorities will be informed to take appropriate action.
- 13) not to enclose the patio/deck and refuge space in the flat.
- 14) not to demolish or cause to be demolished the said premises or any part thereof, nor at any time to make or cause to be made any addition or structural



बवई - ३	
मेर	१६
२०१३	

alteration in the said premises or in the elevation of Ahuja Towers, and to keep sewers / drains pipes in the said flat and appurtenances thereto in good and tenantable repair and condition and the Purchaser shall not chisel, or in any manner damage columns, beams, walls, slabs or RCC pards or other structural members in the said flat.

15) not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound or any portion of the said land from the said building to the Developer until the Ultimate Body is formed and registered thereafter to such Ultimate Body.

16) to bear and pay proportionately all future increase in the local taxes, water charges, insurance premium and other levies, if any, which are imposed by the concerned local authorities and/or government and/or the public authority from time to time.

17) to allow the Developer and its surveyors, agents, representatives with or without workmen and others at all reasonable times to enter upon the said premises or any part thereof for the purpose of repairing any part of Ahuja Towers and laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or used for the said building and other services in the said building.

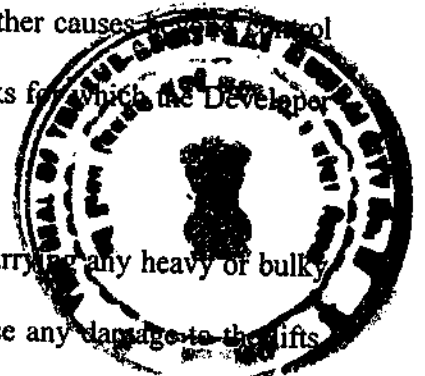


अनुमति - ३	
2002	90
२०१२	

18) not to do or permit to be done any act or any deeds which may render void and voidable any insurance of any premises or any part of Ahuja Towers or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other premises in Ahuja Towers.

19) not to alter or affix grills from outside of any windows or at any place which affects the structure, façade and/or elevation of the said building in any manner whatsoever.

- 20) not to affix air conditioners at any other place other than those earmarked for fixing such units as not to affect the structure, façade and/or elevation of the said building.
- 21) not to enclose any deck and balcony of the said premises.
- 22) Not to change, alter or modify the lift landings and lift lobbies outside the said premises.
- 23) not to change, alter or modify the main doors of the said premises.
- 24) to insure the said premises from any loss, theft, damage caused due to human intervention and due to any act of God including earthquake, floods, riots or any other natural calamity, act of enemy, war or other causes for which the Developer of the Developer during the course of interior works for which the Developer shall not be responsible.
- 25) not to use the passenger lifts in the said building for carrying any heavy or bulky packages to and from the premises and not to cause any damage to the lifts staircases, common passages, refuge areas or any other part of the said premises or the said building.
15. a) Ahuja Towers shall be constructed and completed in accordance with the plans and specifications aforesaid and if any defect in the said Premises/Ahuja Towers or material used by the Developer, is brought to the notice of the Developer within a period of one year from the date of handing over possession, it shall wherever possible be rectified by the Developer without further charge to the purchasers/persons who have agreed to take the premises, and in other cases such persons shall be entitled to receive reasonable compensation for such defect or change.
- b) Where there is a dispute as regards any defect in Ahuja Towers or material used, in the construction or as to whether it is reasonably possible for the Developer to rectify any such defect or change, or as regards the amount of reasonable compensation payable in respect of any such defect or change which



बखर्क - ३	
2022	9C
2022	

(Handwritten signature)

(Handwritten signature)

cannot be, or is not, rectified by the Developer, the matter shall, on payment of such fee as may be prescribed, and within a period of one year from the date of handing over possession, be referred for decision of the Authority specified under Sub Section (2) of the Section 7 of MOFA.

c) If within a period of 1 year from the Occupation Certificate, the Purchaser brings to the notice of the Developer any structural defect/s in the said premises or the wing in which the said premises is situated or the materials used therein, then wherever possible, such defects shall be fully rectified by the Developer at its own costs to the extent possible.

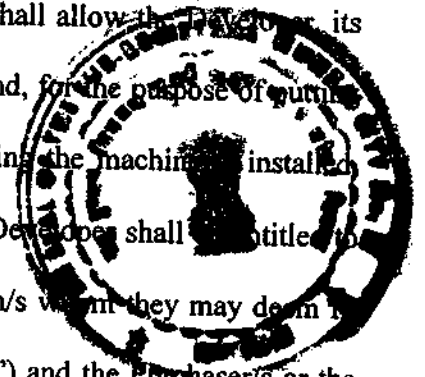
16. If any Municipal rates, taxes, cesses, assessments are imposed on the said property due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said property, the same shall be borne and paid wholly by the Developer and/or the holders of such rights. The Developer and/or holders of such right shall be entitled to the income and profits that may be derived by the display of such advertisements or hoardings at any time hereafter. The Purchaser/s of flats will not be subject to the same for any reason whatsoever and shall allow the Developer, their nominees, 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 Developer shall be entitled to transfer or assign or license such right to any person/s whom they may deem fit (hereinafter referred to as the "holder of such advertisement rights") and the Purchaser/s or the Condominium of Apartments/the Society/the Limited Company/Entity shall not raise any objection thereto.

shall not raise any objection	
बबई - ३	
20/12/90	
हस्ताक्षर	

17. The Developer hereby reserve their right to allow Telecommunication Companies to use the open spaces, or top terrace or any other portion of "Ahuja Towers" and/or the said property, in such manner, as they may deem fit and proper including installation of their machinery, etc. This right shall continue to subsist

(21)

even after execution of lease or assignment of the said property is executed in favour of the Condominium of Apartments/the Society/the Limited Company/Entity. If any Municipal rates taxes, cesses, assessments are imposed 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 the Developer and/or the holders of such rights. The Developer and/or the holders of such rights shall be exclusively entitled to the income and profits that may be derived by way of consideration, 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 any time hereafter. The Purchaser/s of flats will not object to the same for any reason whatsoever and shall allow the Developer or its nominees, agents, servants, etc., to enter into the Land, for the purpose of putting and/or preserving and/or maintaining and/or removing the machinery installed, the advertisement, and/or hoardings installed. The Developer shall be entitled to transfer or assign or license such right to any person/s whom they may deem fit (hereinafter referred to as the "holder of such rights") and the Purchaser/s or the Condominium of Apartments/the Society/the Limited Company/Entity shall not raise any objection thereto.

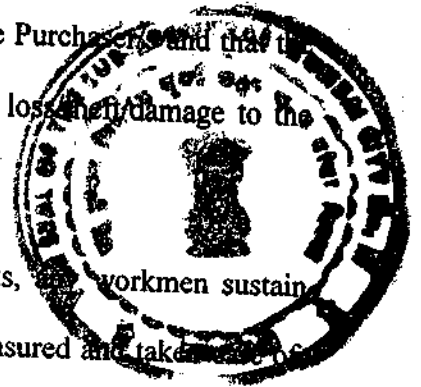


18. a) In the event the Purchaser/s of flats is/are desirous of carrying out interior work in the said Premises prior to Possession Date, he/she/they/it shall be entitled to do so, subject to prior permission of the Developer and exclusively through the agency appointed by the Developer for carrying out such interior work. The Purchaser/s shall deposit with the Developer a refundable (interest free) security deposit of Rs. 2,50,000/- or such amount as may be confirmed by the Developer, till such interior work in the said Premises is completed and all debris/waste so generated is cleared by the Purchaser/s.

बल - ३
20

- b) The Purchaser shall obtain statutory approvals from the concerned authorities and submit statutory approvals and approved plans to the Developer for any

- (e) The Purchaser/s will further ensure that the contractors and workers (whether engaged by the Purchaser/s) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of waste water, thus resulting in perennial choking and leakage in the said Premises of "Ahuja Towers";
- (f) The Purchaser/s shall ensure that the contractors and workers, do not use or spoil the toilets in the said Premises or in "Ahuja Towers" and use only the toilets earmarked by the Developer for this purpose;
- (g) All materials brought into the said Premises of "Ahuja Towers" or on the said land or portion thereof for carrying out interior works will be at the sole cost, safety, security and consequence of the Purchaser/s and that the Developer will not be held responsible for any loss or damage to the same;
- (h) During the course of carrying out interior works, if workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Purchaser/s at his/her/their/its own cost, and that the Developer will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Purchaser/s alone;
- (i) During the execution of interior works, if any of the Purchaser's contractor/workmen/agents/representatives misbehave or is found to be in a drunken state, the said contractor/workmen/agents/representatives will be removed forthwith and will not be allowed to re-enter the said Premises again;
- (j) The Purchaser/s shall extend full cooperation to the Developer, its agents, contractors to ensure good governance of such works;



बर्क - ३
22
2022

(Handwritten signature)

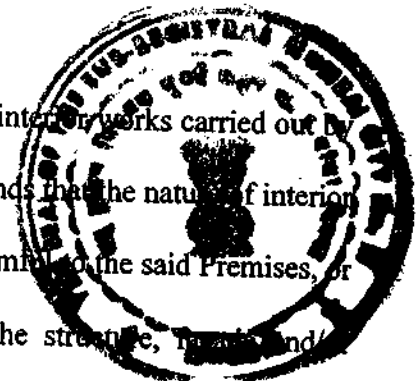
(Handwritten signature)

23

interior works/renovation to be undertaken in the said premises without which the Developer shall not grant its permission.

19. The Purchaser also agrees to the following further conditions, in connection with carrying out interior works in the said premises:

- (a) If, after the date on which the Purchaser/s has/have taken possession of the said Premises, any damage of whatsoever nature is caused to the said Premises, neither Developer nor its Contractor will be held responsible for the cost of reinstating or repairing the same and that Purchaser/s alone will be responsible for the same;
- (b) Prior to carrying out the interior works in the said Premises, the Purchaser/s shall give to the Developer in writing, the details of the nature of interior works to be carried out for which the Developer shall issue written permission;
- (c) The Developer shall be entitled to inspect all interior works carried out by the Purchaser/s. In the event the Developer finds that the nature of interior work being executed by the Purchaser/s is harmful to the said Premises, or the other flats in "Ahuja Towers", or to the structure, facade and elevation of "Ahuja Towers" or to the said land, then, the Developer shall be entitled to stop such interior works forthwith and the Purchaser/s shall not be entitled to dispute or claim any reimbursement from the Developer for any loss suffered by the Purchaser/s for such stoppage of interior works;
- (d) The Purchaser/s will ensure that the debris from the interior works are to be dumped in an area earmarked for the same and will be cleared by the Purchaser/s, on a daily basis, at no cost to the Developer and no nuisance or annoyance to the other Purchasers. All cost and consequences in this regard will be to the account of the Purchaser/s;



बबई - 3
rec / 29
2012

20

(k) The Purchaser/s shall ensure that common passages/walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter;

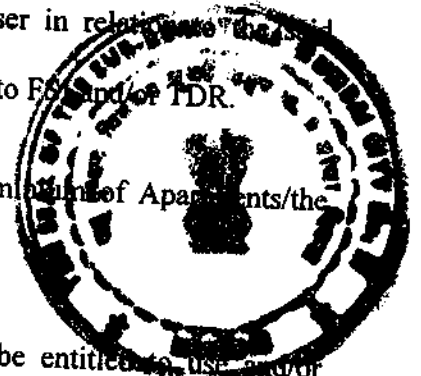
(l) No external alterations/changes/modifications of any nature shall be made to the structure, façade or elevation to the said Premises of "Ahuja Towers" by the Purchaser/s.

(m) The Purchaser/s shall abide by all rules, regulations and requirements as laid down by the Condominium of Apartments/the Society/the Limited Company/Entity and no nuisance or disturbance shall be caused to the other Purchaser/s.

20. The Developer has informed the Purchaser and the Purchaser is aware of and has agreed without prejudice to the right of the Purchaser in relation to the said Premises, the following right of the Developer relating to FSI and/or TDR. Until lease deed is executed in favour of the Condominium of Apartments/the Society/the Limited Company/Entity

(i) The Developer for all times in future, shall be entitled to use and/or consume FSI and/or TDR as the case may be or other benefits and/or advances, of any nature whatsoever on the Land and similarly, shall be entitled to use and consume FSI and/or TDR or other benefits and/or advantages of any nature whatsoever, of the Land, in such manner, and in such duration, as the Developer, in his absolute discretion shall think fit and proper. The Purchaser shall not take any objection, for the aforesaid and/or has given, his irrevocable consent in writing to the Developers.

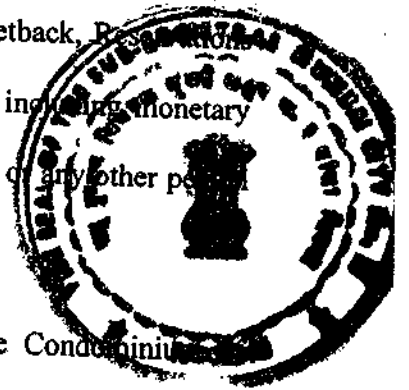
(ii) The Developer shall be entitled to consume such FSI as may be available in respect of the Land at present and for all times in future, including TDR generated from outside and also including on account of change in the status, D.P. Plan, Rules, Regulations and bye-laws governing the FSI as also the FSI on any account or due to any reason whatsoever, including on account of handing over to the



his irrevocable consent in	
over	23
3083	

Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to the Developer, free of all costs, charges and payments and the Developer shall always be entitled to utilize, construct and dispose of in his own right, any balance FSI or any additional or increased FSI and the rights of the Purchaser shall always be subject to the paramount rights of the Developer mentioned herein.

(iii) The Developer shall be entitled to consume additional and/or balance FSI now available or which may hereafter become available, under D.C. rules or by reasons of any special concession being granted by the said Municipal Corporation or any other authorities including and FSI or TDR available in lieu of any acquisition or requisition or reservation or D.P. Road setback, Reservation Slum, etc. and shall also be entitled to receive any benefit including monetary benefit or compensation as may be payable by the authorities or any other person in such respects.



(iv) The Purchaser by himself and/or as a member of the Condominium Apartments/Society/Limited Company/Entity formed, shall not raise any claim, demand, objection or hindrance to the use and consumption and disposal of the said FSI and/or TDR or any such building/s constructed by utilizing such FSI and/or TDR at any time hereafter in any manner whatsoever.

(v) The said FSI and/or TDR shall be utilized by the Developer without any consent of the Purchaser.

Developer without any	
ever	22
and/or TDR available to	

(vi) The Developer shall be entitled to make the said FSI and/or TDR available to any party or person, for such use as the Developer may, in their absolute discretion, deem fit and proper.

(vii) The Developer shall be entitled to transfer and/or assign the benefit of such FSI and/or TDR or any other rights of the Land to any person or persons of their

choice and to him or them to use and/or consume the same on the Land and shall be entitled to all the rights mentioned hereinabove.

21. This Agreement and the rights and duties of the Parties arising out of this Agreement shall be governed by and construed in accordance with the laws of India and the courts of Mumbai alone shall have exclusive jurisdiction for all disputes arising under this Agreement.
22. Failure of either party to perform any provisions of this Agreement shall not affect such part's right to full performance thereof at any time thereafter, and any waiver by either party of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach.
23. Each party shall bear their own Advocates & Solicitors costs and charges. Stamp duty and Registration charges shall be borne by the Purchaser/s alone and the Developers shall not be liable to bear, pay or contribute any amounts for the same or for any other purposes other than as specified herein.
24. All taxes imposed by any authority including VAT/Service Tax etc. shall be borne and payable by Purchaser alone.
25. All notices/intimations to be given in writing by the parties hereto shall be by courier or by fax or by email. The respective addresses/fax nos. and email ID of the parties are as follows:-

In case of Developer

- (a) Address: Shree Ahuja Properties And Realtors Private Limited
199, V.N. Sphere, 3rd Floor, Opp. Shoppers' Stop
Linking Road, Bandra (West), Mumbai - 400 050
Attn: Sunil Rawlani
- (b) By Fax No.022-66285050 Attn: Mr. Sunil Rawlani
- (c) By email id:contacus@ahujagroup.com

In case of Purchaser

बबई - ३
mer / 24
२०१२

(a) Residence Address: 21/22, Suraj CHSL,
71 Bhulabhai Desai Road,
Mumbai - 400 006

Attn: Mr. Mitesh C. Gajera

(b) By Fax No. _____ Attn: _____

(c) By email id : _____

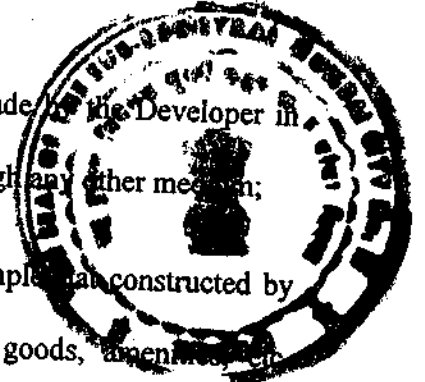
26. Such notices/intimations by one party shall be deemed to have been received by the other party if sent by hand delivery when copy thereof is acknowledged by the recipient and in case of same being sent by fax or email, on transmission thereof by the party.

27. It is agreed by and between the parties hereto that this Agreement shall supersede:

a) All other prior communication (oral or written) between the parties hereto prior to the date written herein;

b) All representations, warranties, commitments etc. made by the Developer in any documents, brochure, hoardings, etc. and/or through any other means;

c) The Purchaser agrees and acknowledges that the sample flat constructed by the Developer and all furniture, items, electronic goods, amenities, etc. provided thereon are only for the purpose of show casing the flats and the Developer is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample flat, other than as expressly agreed by the Developer under this Agreement.

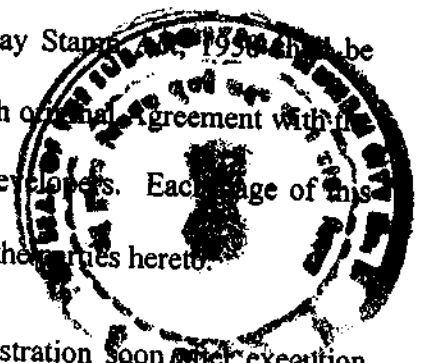


बळई - ३	
रुएर	2E
२०१२	

28. The Purchaser shall not transfer the benefit of this Agreement or create any third party rights under this Agreement in respect of the said premises until the final slab of Ahuja Towers is cast by the Developer and all amounts payable towards the consideration as mentioned in the **FIFTH SCHEDULE** hereunder written, and also all other monies payable to the Developer under this Agreement. The

Purchaser shall however, at any time upon execution of this Agreement be entitled to create mortgage in favour of any Bank(s)/Financial Institution(s) for raising loan to meet the cost of the said Premises without any prior approval from the Developer.

29. Any delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser shall not be considered as a waiver on the part of the Developer or any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the remedies of the Developer.
30. This Agreement shall be executed in duplicate and it is admitted and accepted by the parties hereto that both are original. The original Agreement with the full stamp duty payable in accordance with the Bombay Stamp Act, 1958 shall be retained by the Purchaser/s and the duplicate of such original Agreement with the stamp duty of Rs.100/- shall be retained by the Developer/s. Each page of this Agreement along with the Annexures are signed by the parties hereto.
31. The Purchaser shall lodge this Agreement for registration soon after execution thereof. The Developer or his representative/s will attend the office of the Sub-Registrar and admit execution thereof after the Purchaser shall inform them of the number under which the said Agreement has been lodged for registration.
32. All costs, charges and expenses in connection with the preparation, stamping and registering of the lease and any other documents required to be executed by the Developer or by the Purchaser including stamp duty and registration charges for transfer of the said Property in favour of the Condominium of Apartments/Society/Limited Company/Entity as well as the entire professional costs of the Advocates of the Developer in preparing and/or approving all such documents shall be borne and paid by the Society or proportionately by the members of such Society. The Purchaser shall, on demand, pay to the Developer his proportionate share in regard to the said costs, charges and expenses.



बय ई - ३
२६
२०२२

33. This Agreement shall be executed in two parts. All stamp duty and registration charges on this Agreement shall be borne and paid by the Purchaser. The original stamped Agreement will be retained by the Purchaser and duplicate thereof shall be retained by the Developer.

34. It is agreed by and between the parties hereto that this Agreement shall supersede all other prior communication (oral or written) between the parties hereto prior to the date written herein.





बदई - ३	
मेर	20
१०१२	

THE FIRST SCHEDULE ABOVE REFERRED TO

PART A - DESCRIPTION OF PLOT NO.1087

Final Plot No. 1087 of T.P.S. IV of Mahim Division admeasuring 5929.62 sq. mts. as per the Town Planning Re-Distribution Statement (6240.02 sq. mtrs. as per the Property Card), situated at Rajabhau Desai Marg, Prabhadevi, Mumbai-400 025.

PART B - DESCRIPTION OF PLOT NO.1088

The Municipal Corporation of Greater Mumbai ("MCGM") is the owner of land bearing Final Plot No. 1088 of T.P.S. IV of Mahim Division admeasuring 5439.94 sq. mts. as per the Town Planning Re-Distribution Statement (5723.29 sq. mts. as per the Property Card), situated at Rajabhau Desai Marg, Prabhadevi, Mumbai - 400 025,



बबई - ३
४०९४ / २८
२०१२

(31)

THE SECOND SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF FLAT NO B/22, WING B, LEVEL- 21

Flat No. B/22 admeasuring 2732.76 sq. ft. carpet area i.e. 254 sq. mtrs. in Wing 'B' on the 21st habitable floor (which as per MCGM approved plan is 21st floor) in Ahuja Towers constructed on portion of Final Plot no. 1087 together with proportionate share in common areas and facilities pertaining thereto.







बखई - ३	
रुएर	30
२०१२	

THE THIRD SCHEDULE ABOVE REFERRED TO

COMMON AREAS AND FACILITIES TO AHUJA TOWERS

1. Common Areas and facilities of the said premises in relation to Ahuja Towers shall mean and include the land on which Ahuja Tower is constructed, foundations, columns, beams, supports, main walls, roofs, slabs, corridors, lobbies, stairs, staircases and landings, entrances, open spaces and the common service lines such as electricity, water, drainage and all other parts of the building necessary or convenient to its existence, maintenance and safety or normally in common use (unless included in the restricted common areas and facilities)

The following facilities which will be located throughout the building:

- a. Plumbing
- b. Electric wiring
- c. Water tanks, with pumping rooms and other pumping arrangement
- d. Necessary lighting
- e. Public water connections
- f. All elevators
- g. Lift lobbies, lift shafts and lift machine room
- h. Fire fighting amenities
2. Main entrance lobby with water features and waiting lounge
3. Covered drop off
4. Society's office
5. Club levels with amenities and facilities premises like fitness centre, swimming pool, etc.
6. Common areas on the 25th and 41st levels
7. Building management system
8. All water supply infrastructures, including but not limited to water vertical risers, pumps, pipes and drains till the floor of the said flat
9. Requisite refuge areas provided
10. Provisions to connect internal fire fighting system
11. Fire fighting system (detection and sprinkler) in common areas, tested and commissioned
12. Drainage, storm water drains, rain water harvesting system, sewerage treatment plant, electric sub-station if constructed, electric poles, security cabins
13. Diesel Generator sets and room
14. Podium
15. A lobby which gives access to the stairway from the said flat



बवई - ३
१०८४ / ३१
२०१२

THE FOURTH SCHEDULE ABOVE REFERRED TO

LIST OF AMENITIES AND SPECIFICATIONS

1. Main Structure

- a. Ceiling, Walls, Floors - Concrete
- b. Containment - Conduits C/w, Standard design, Control panels
- c. Plumbing - standard capacities
- d. Bathrooms
- e. Shafts - doors / hatches
- f. Lifts - doors & Architraves
- g. Fire exits and fire stairs
- h. Garbage chutes
- i. Glazing

2. General Unit

- a. Slab to Slab height of 4.2 mts.
- b. Walls - POP on all walls and emulsion paint on internal walls.
- c. International window system in consultation with ARUP Façade consultants
- d. Electrical 1st fix + 2nd fix
- e. Two passenger elevators for each tower, with separate entry on the ground floor, opening directly into your living room
- f. Separate service entries in all residences, 2 Service Elevators with separate entry on the ground floor, service entry going directly to Kitchen and Maid's room.
- g. Exquisite Marble flooring in Bedrooms and Living rooms.
- h. Exquisite Marble flooring and dado in the toilets and kitchen

3. Lift Lobby

Well decorated Entrance Lobby with exquisite imported marble, false ceiling, partitioning, lighting and security

4. Bathrooms

- a. Exquisite Marble flooring in the toilets
- b. Waterproofing to W. C.'s through specialized agency
- c. Premium branded bathroom fittings and fixtures
- d. Multi-jet shower panel in shower cubicle will be provided in master bathroom



वर्ग	३
नंबर	२२
१०८२	

(31)

THE FIFTH SCHEDULE ABOVE REFERRED TO
INSTALMENTS PAYABLE BY THE PURCHASERS

Payment Schedule	
Earnest Money Deposit	Rs. 31,00,000/-
Payment due by 30 th May 2012	Rs. 7,66,95,000/-
Payment due by 31 st August 2012	Rs. 7,18,44,000/-
Floor 41	Rs. 61,74,000/-
Floor 44	Rs. 61,74,000/-
Floor 47	Rs. 61,74,000/-
Floor 50	Rs. 61,74,000/-
Floor 53	Rs. 61,74,000/-
Possession	Rs. 95,36,000/-
TOTAL	Rs. 19,20,45,000/-



बबई - ३	
मेर	33
२०१२	

SIGNED AND DELIVERED BY THE WITHIN-]
NAMED SHREE AHUJA PROPERTIES AND]
REALTORS PRIVATE LIMITED, THE]
DEVELOPER WITHIN NAMED BY THE HAND]
OF Mr. Jagdish B. Ahuja]
DULY AUTHORISED UNDER RESOLUTION]
OF THE BOARD OF DIRECTORS PASSED AT]
ITS MEETING HELD ON 28.06.2011]



For Shree Ahuja Properties & Realtors Pvt. Ltd.
[Signature]
Director/Authorised Signatory

SIGNED AND DELIVERED BY THE WITHIN-
NAMED

MR. MITESH C. GAJERA
THE PURCHASER WITHIN NAMED

1
1.

M.C. Gajera
[Signature]



[Handwritten signature]
[Handwritten initials]



बबई - ३	
मेर	32
२०१२	

26


RECEIPT

RECEIVED with thanks from **MR. MITESH C. GAJERA**, a sum of Rs.31,00,000/- (Rupees Thirty One Lacs only), vide Cheque No. 923273 dated 2/04/2012 drawn on ICICI Bank, Borivali, towards Installment of Flat No. 22 (21st Floor) in B Tower in Ahuja Towers.

Rs. 31,00,000/-

WE SAY RECEIVED.

For Shree Ahuja Properties & Realtors Pvt. Ltd


Director



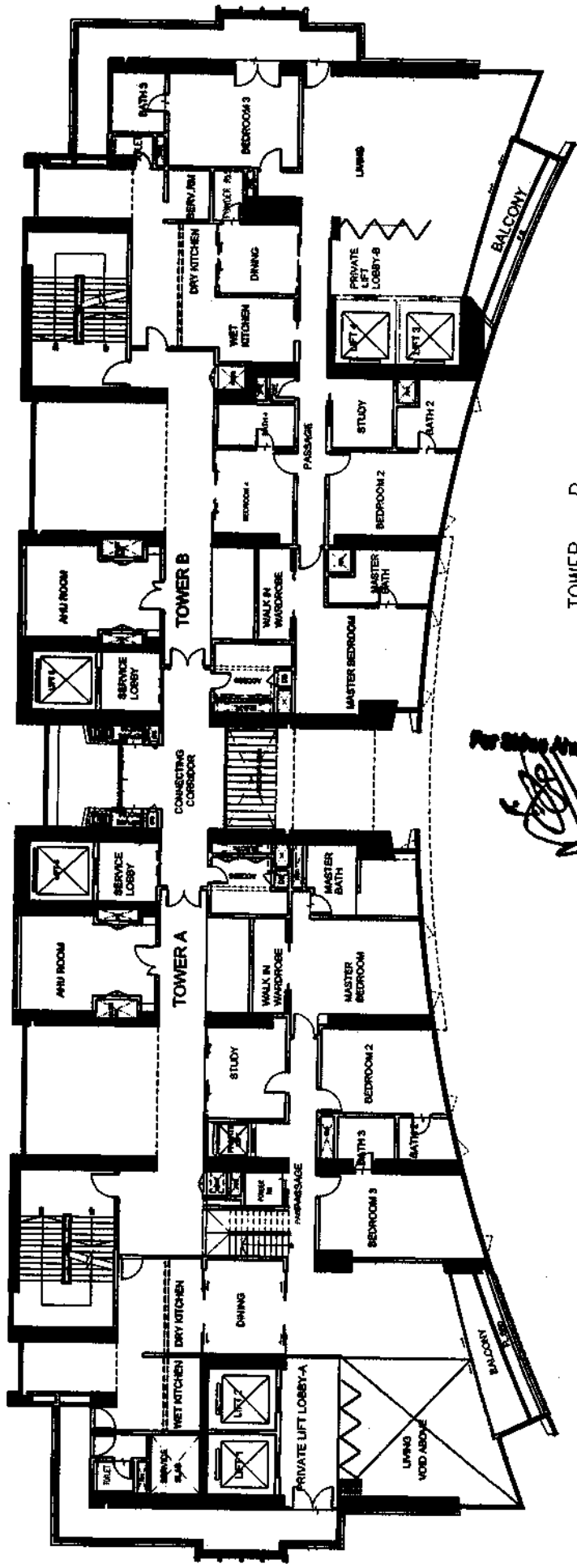
Witness 1.
2.



बचई - ३
ruer / 34
२०१२



21 ST FLOOR PLAN



TOWER - B

Floor NO.	INT. CARPET AREA
22	2732.76 SQ. FT.

For Sales And Properties & Facilities Pvt. Ltd.



3E	3E
3E	3E

NOTE : SUBJECT TO APPROVE FROM BMC.

Shree Ahuja Properties & Realtors Pvt. Ltd.

Corporate Office : V. N. Sphere, Level Three, 199 Linking Road, Opp. Shoppers Stop, Bandra (W), Mumbai - 400 050.
Tel. : +91 22 66285000 • Fax : +91 22 66285050 • Website : www.ahujagroup.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF SHREE AHUJA PROPERTIES AND REALTORS PRIVATE LIMITED HELD ON 28TH JUNE, 2011 AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT V.N.SPHERE, LEVEL THREE, 199 LINKING ROAD, BANDRA (WEST), MUMBAI 400050 AT 11.30 A.M.

EXECUTION OF SALE AGREEMENT OF FLATS AT "AHUJA TOWERS":

"RESOLVED THAT consent of the Board of Directors of the Company be and is hereby given to sale the flats of Ahuja Towers located at Kashinath Dhuruwadi, Rajabhau Desai Marg, Near ICICI Bank, Prabhadevi, Mumbai 400025 as per the terms & conditions mentioned in the Sale Agreement executed between the Company & the purchasers."

"RESOLVED FURTHER THAT Mr. Jagdish B. Ahuja or Mr. Gautam J. Ahuja be & are hereby authorised to sign the abovementioned agreement & to do all such acts, deeds & things as may be necessary to give effect to the above resolution."

Certified True Copy

For Shree Ahuja Properties and Realtors Private Limited

Director



वर्ष - ३
पृष्ठ / ३५
२०१२

(39)



Slum Rehabilitation Authority
5th Floor, Griha Nirman Bhavan,
Bandra (East), Mumbai 400 051. Fax: 022-2659045
Tel.: 022-26590519 / 0405 / 1879 / 0993
E-mail: info@sra.gov.in

No. SRA/Eng/940/GS/ML & STGL /LOI
Date: **28 AUG 2008**

To,

1. Architect

Shri. P. N. Bhobe of,
M/s. P. N. Bhobe & Associates
223/A, Ramesh Ghar,
T. H. Kataria Marg, Mahim
Mumbai - 400 016.

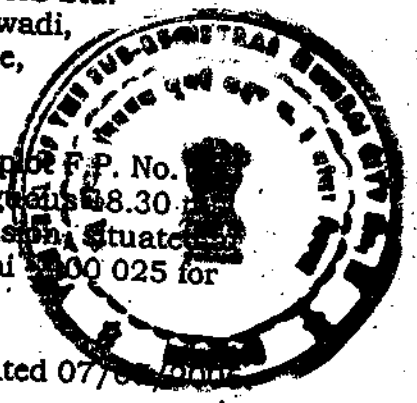
✓ 2. Developers.

M/s. Shree Ahuja Properties,
A-1, Rajpipala, Opposite
Standard Chartered Bank,
Linking Road, Santacruz (W),
Mumbai-400 054.

3. Society.

"Prabhadevi SRA CHS Ltd."
Kashinath Dhuruwadi,
Standard Mill Lane,
Mumbai-400 025.

Sub : Proposed Slum Rehabilitation Scheme on plot F.P. No. 1087 and F. P. No. 1088 and part of contiguous 108.30 wide T. P. Road of T.P.S.- IV of Mahim Division, situated at Rajabhau Desai Marg, Prabhadevi, Mumbai - 400 025 for "Prabhadevi SRA CHS Ltd."



Ref : SRA/ENG/940/GS/ML & STGL /LOI Dated 07/08/2008

Sir,

By direction of CEO (SRA) this office is pleased to issue this revised Letter of Intent and to inform you that, your above proposal is considered and principally approved for grant of 3.003 FSI (Three point Zero Zero Three FSI) in accordance with Clause No. 33 (10) & Appendix - IV of amended D.

Handwritten signature

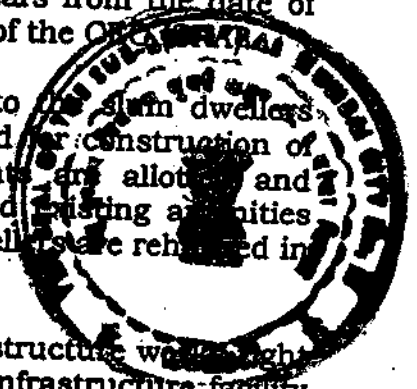
-1-

बबई - ३
२८२ / ३८
२०१२

37

C. Regulations out of which maximum FSI of 3.0 shall be allowed to be consumed on the plot subject to the following conditions;

1. That the carpet area of rehabilitation tenements and PAP tenements shall be certified by the Lic. Architect.
2. That you shall rehouse the eligible slum dwellers as per the list certified by the Additional Collector (ENC) & Competent Authority, Mumbai City District, Asst. Commissioner, G/S Ward of M.C.G.M. & Secretary (SRA) allotting tenements and shop of area mentioned in Annexure - II, free of cost constructing the same as per specification and Annexed herewith.
3. That you shall register society of slum dwellers to be rehoused under Slum Rehabilitation Scheme and Project Affected Persons (PAP) nominated for allotment of tenements by the Slum Rehabilitation Authority.
4. That if required along with the other societies, you shall form a federation of societies so as to maintain common amenities such as internal road, street lights etc.
5. That you shall incorporate the clause in the registered agreement with slum dwellers and project affected persons that they shall not sale or transfer tenements allotted under Slum Rehabilitation to any one else except the legal heirs for a period of 10 (ten) years from the date of taking over possession, without prior permission of the Officer in Charge, SRA.
6. That you shall provide transit accommodation to the slum dwellers with requisite amenities, if required to be shifted for construction of proposed building, till the permanent tenements are allotted and possession is given complying all formalities and existing amenities shall be maintained in working order till slum dwellers are rehoused in the proposed rehabilitation tenements.
7. That you shall bear the cost of carrying out infrastructure work right upto the plot, and shall strengthen the existing infrastructure facility and / or provide services of adequate size and capacity as per the directives of the undersigned.
8. That you shall submit revised layout and get the same approved before requesting for Commencement Certificate to any of further building.
9. That you shall make provision of adequate access to the adjoining land locked plot, if any, free of cost and the same shall be shown on layout plan to be submitted for approval on terms and conditions as may be decided by CEO (SRA).



बबई - ३
मेर / ३८
२०१२

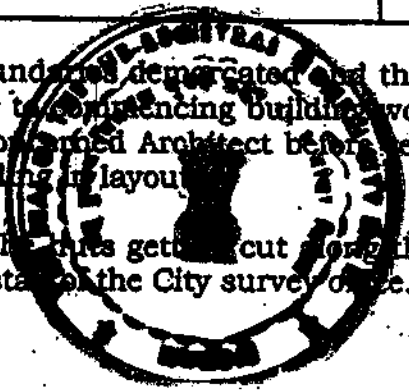
(41)

10. That you shall restrict the built up area meant for sale in the open market and built up area of rehabilitation as per the salient features ---Annexed herewith.

The salient features of the scheme are as under:

SR. NO	DESCRIPTION	AREA IN SQ.MT.
1.	Area of the slum plot.	13131.255
2.	Area of the slum plot considered for computation of F.S.I.	13131.255
3.	Rehabilitation component as per D.C.R.33/(10)	26158.410
4.	Sale component as per D.C.R.33(10)	19618.807
5.	Rehab. Built-up area	19821.807
6.	Total Built-up area approved for the S.R. Scheme.	39440.614
7.	F.S.I. Sanctioned for the S.R. Scheme.	3.003
8.	Maximum FSI permissible on plot	3.00
9.	Maximum built up area permissible on plot	39393.765
10.	Sale Built-up area permissible in situ	19571.958
11.	Spill over TDR generated in the scheme	46.849
12.	No. of eligible slum dwellers to be re-accommodated	813
13.	Area of T.P. Road to be surrendered to M.C.G.M.	1761.695
14.	Area of buildable reservation of Post and Telegraph handed over to M.T.N.L. free of cost.	1706.000

11. That you shall get the plot boundaries demarcated and the compound wall shall be constructed prior to commencing building works and the same shall be certify by the concerned Architect before requesting for plinth C.C. to any further building in layout.
12. That you shall accommodate the plots getting cut along the boundary of the plot demarcated by the staff of the City survey office.



Handwritten signature

- 3 -

बबई - ३
मेर / २०
२०१२

39

13. That you shall get the plans approved for each building separately with due mention of the scheme of Rehabilitation of plot under D.C.Regulation No. 33(10) and with specific mention on plan of the rehabilitation building / tenements for slum dwellers and project affected persons that the same are for rehousing of slum dwellers and project affected persons. Tenements to be allotted to the PAP shall be hatched with due mention that they are for allotment of PAP nominated by the concerned Authority (M.C.G.M.)
14. That you shall submit the NOC's as applicable from the concerned A.A.& C, H.E., Dy. Ch. Engg (SWD), Dy. Ch.Eng.(Roads) CFO, Tree Authority, Civil Aviation Authority, BEST LTD., Geologist in the office of the undersigned before requesting of Approval of plans or at a stage at which it is insisted upon by the concerned Executive Engineer (SRA).
15. That you shall submit the indemnity bond indemnifying the Slum Rehabilitation Authority and its officers against any damage or claim arising out of any sort of litigation with the slum dwellers or otherwise.
16. That you shall obtain the permission for construction of the temporary transit accommodation from the office of C.E.O.(S.R.A.) along with the phased development programme and the list of the eligible slum dwellers shifted in the transit camp, with the date there displacement from their existing huts shall be submitted before asking C.C. for Rehab building.
17. That you shall submit the individual Agreements between Developer and with all eligible slum dwellers with the photographs of wife and husband on the agreements before requesting for Commencement Certificate and the name of the spouse of the eligible occupier of hut shall be incorporated with joint holder of the tenements to be allotted in rehabilitation building.
18. That you as Architect / Developer / Society shall strictly observe that the work is carried out as per phased programme approved by the undersigned and you shall submit regularly quarterly progress report to the undersigned along with photographs with certificate that the progress is as per approved phased programme. Even if the progress is nil, report shall be submitted by the Architect stating reasons for delay.
19. That the tenements proposed for rehabilitation and tenements proposed for PAP shall be shown distinctly on the plan to be submitted and should be forwarded to A.A.& C. of concerned ward to assess the property tax.

बबई - ३	
मेर	११
२०१२	

20. That you shall submit the statement of tenements No. allotted to the eligible slum families in the proposed rehabilitation building with Sr. No. in Annexure - II etc. with the certification from the Architect and owner/developer at the stage of final allotment of the tenements in rehabilitation building for verification by the office of the CEO (SRA).
21. That the possession of the tenements and shops shall not be hand over to the eligible hutment dwellers before the society is registered and transit accommodation given will surrendered and all the dues to the M.C.G.M./MHADA/Govt. has been cleared.
22. That you shall get T. P. Road admeasuring 1761.695 sq. mts. demarcated from A. E. (Survey)/D.P./ T & C department of M.C.G.M. and handed it over to M.C.G.M. free of cost, free of encumbrances by changing ownership in the name of M.C.G.M. duly developed as per Municipal specification and certificate to that effect shall be obtained and submitted.
23. That the built up premises admeasuring 1706.00 sq. mtr. in lieu of D.P. Reservation of "Post & Telegraph Department" on plot under reference shall be hand over free of cost to Appropriate Govt. Authority for which reservation is proposed in Development Plan and the planning and specification for the said buildable reservation of "Post & Telegraph Department" shall be obtain from Appropriate Authority for which said reservation is kept in Development plan before asking approval to the plans of said reservation building.
24. That the lease agreement with land owning Authority shall be executed before asking for occupation permission.
25. That the rehabilitation component of scheme shall include
 - a) 796 Nos. of Residential tenements.
 - b) 08 Nos. of Commercial tenements.
 - c) 09 Nos. of R/C tenements
 - f) 09 Nos. of Balwadi
 - g) 09 Nos. of Welfare Centre.
 - h) 09 Nos. of Society office.
26. That proportionate infrastructure development charges (Rs. 240/- per sq. mtr.) and deposit (Rs.20,000/-per Rehabilitation tenement) in Rehabilitation Component shall be paid as per the modified D. C. Regulation and policy of Slum Rehabilitation Authority.
27. That the 8% layout recreation ground shall be duly developed before asking for occupation to last rehab building.

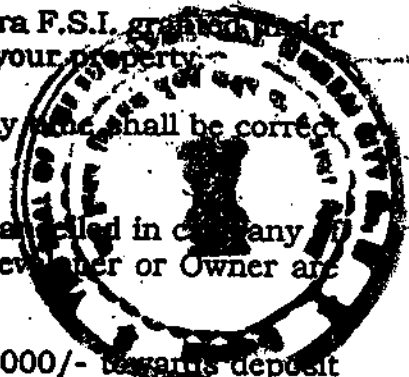


[Signature] -5-

बलई - ३
२८२ / २२
२०१२

41

28. That the quality of Construction work of building shall be strictly monitored by concerned Architect / Site supervisor / Structural Engineer and report on quality of work carried out shall be submitted by Architect every three months with test result etc.
29. That separate P. R. Cards for road/ set back, if any, actually implemented reservation pockets, net plot shall be obtained and submitted before asking for Occupation certificate.
30. That this Letter of Intent is issued on the basis of plot area certified by the Architect and other relevant documents. In the event of change of any of the above parameters, during actual site survey by D.I.L.R./ City Survey Office, than sale area consumed on the plot will be adjusted accordingly so as to keep total consumption of F.S.I. on the plot within in-situ F.S.I. sanctioned for the scheme.
31. That necessary formalities for executing lease agreement shall be initiated by Addl. Collector, Mumbai City for leasing the plot and lease documents shall be executed.
32. This Letter of Intent gives no right to avail of extra F.S.I. granted under D.C. Regulation 33(10) upon land, which is not your property.
33. That the Arithmetical error if any revealed at any time shall be correct on either side.
34. That this letter of intent shall be deemed to be cancelled in case any of the documents submitted by the Architect / Developer or Owner are found to be fraudulent / misappropriated.
35. That you shall pay total amount of Rs. 1,66,20,000/- towards deposit to be kept with SKA at the rate of 20,000/- per tenement and total amount of Rs. 1,84,59,900/- [i.e. @ Rs.840/- per sq.mts. on 21976.045 sq.mts.] towards Infrastructural development charges.
36. That you shall pay development charges as per 124 E of M.R.&T.P. Act separately for sale built up area as per provisions of M.R.& T.P. Act.
37. That you shall rehouse all the additional hutment dwellers if declared eligible in future by the Competent Authority.
38. That you shall submit the NOC from Police Department and shall submit the General Body Resolution of the Society for shifting of existing temples ("Brahmandeo" and "Vithhal Lakhumai" temple on F.P. No. 1088 and one temple existing on F.P. No. 1087) on the plot before asking C.C. for the proposed Rehab building proposed in place



बबई - ३	
over	72
२०१२	

45

of existing temples or before granting the permission for construction of Temples at new location, whichever is earlier.

39. That the 80 No. of rehab tenements proposed with additional built up area beyond 20.90 sq. mtr. Carpet area by purchasing said additional area from developers are allowed, subject to specific condition that in case of seizure / confiscation of the tenement not only the free portion of 20.90 sq. mtr. carpet area but also the additional area purchased by them shall be liable for confiscation.
40. That the allotment of rehabilitation tenements to the eligible slum dwellers in the scheme, shall be made by drawing lots in presence of the representative of the Asst. Registrar of societies (SRA) and statement of rehab. tenements allotted to the eligible slum families in the rehabilitation building with corresponding tenements No. in rehab./composite building and Sr. No. in Annexure - II etc. duly certified by the concerned society of slum dwellers and Asst. Registrar (SRA) shall be submitted before requesting for occupation permission to the rehab. tenements.
41. That the area of some commercial structures which is not certified in the Supplementary Annexure-II shall be got certified by the office of Secretary (SRA) before asking further C.C. to the building wherein alternate accommodation for occupants of these rehab commercial structures are proposed.
42. That you shall submit the Property Register Card in respect of F. P. No. 1087 of TPS-IV of Mahim Division in the name of State Government of Maharashtra before asking further C.C. to sale building and transfer of land by way of lease in favour of Society shall be done before asking occupation permission to the sale building.
43. That this LOI supersedes all the LOI's issued under even number dated 23/09/2004, 06/11/2004 & 07/07/2006.
44. That you shall display bi-lingual sign boards on site and painting of SRA Logo on rehab buildings as per Circular No. SRA/Mahim./Circular No. 64/569/2004 dated 14/10/2004.
45. a) That the copy of the Annexure - II shall be displayed by the society of slum dwellers on the notice board of society for the period of 30 days. Intimation about the display of Annexure - II shall be given by the society to the office of the District Collector (SRA), 3 days before the date of display. Displayed Annexure - II shall be kept easily accessible to the staff of SRA for inspection and if it is observed that the procedure laid down above for display of Annexure - II is not followed, the responsibility of the same shall be of the concerned developer / C.H.S. and in that

Handwritten signature

43

बबई - ३
Neer / २२
२०१२

case they will be liable for suitable action. One hard copy of the Annexure - II and one soft copy in CD Rom shall be handed over to Dy. Collector (SRA)'s office by the Co-operative Housing Society / developer before display of Annexure - II on site.

- b) Any slum dweller held not eligible by the authority or wishing any change should make application to the competent authority with supporting documents within one month of issue of this letter failure to which no claim of whatsoever nature be entertained.
- c) That you shall give wide publicity in one Marathi & one English news paper for the approval of S. R. Scheme and paper cutting shall be submitted to this office.
- d) The certificate from office of the Dy. Collector (SRA) for satisfactory compliance of above requirements shall be submitted before requesting for approval to the building plans.

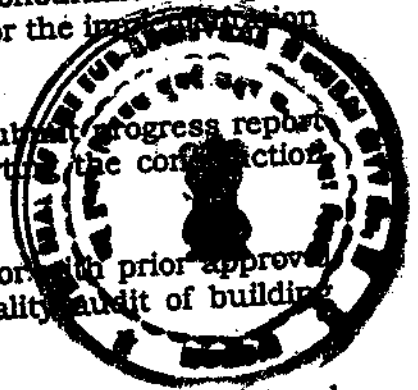
46. That the rain water harvesting system should be installed/provided as per the provision of Notification of UDD -1 Govt. of Maharashtra under No. TBB-432001/2133/CR-230/01/UD-11 dt. 10.3.2005 and the same shall be maintained in good working condition all the times, failing which penalty of the Rs. 1000/- per annum for every 100 sq.mt. of built up area shall be leviable.

47. That you shall appoint Project Management Consultant with prior approval of Dy Chief Eng (SRA) / Ex Eng (SRA) for the implementation /Supervision /Completion of the S.R Scheme.

48. That the PMC appointed for the scheme shall submit progress report to the Slum Rehabilitation Authority after starting the construction works.

49. That you shall appoint third party quality auditor with prior approval of Dy Chief Eng (SRA) / Ex Eng (SRA) for quality audit of building work at various stages.

50. That you shall submit undertaking stating that tripartite registered agreement between developer, society and lift company & fire equipment maintenance Company for Electrical & Mechanical maintenance & fire fighting equipments maintenance of High Rise Rehab buildings in the scheme by developer for the period of 10-years from the date of Occupation of Rehab building shall be submitted before asking occupation to said building from the Developer and fresh G.B.R. towards consent from the slum dwellers for accepting High Rise Rehab Buildings shall be submitted before asking C.C. above 7th floor to any of Rehab building.



बबई - ३	
मे २	मे २
२०१२	

(47)

51. That the N.O.C from C.F.O for the High Rise Rehab buildings & Sale buildings shall be submitted before asking approval of plans.

52. That the NOC from High Rise building Committee shall be submitted before asking approval of the plans beyond 70 mts. building Height if the building is proposed beyond 70.00 mtrs.

If you are agreeable to all these above conditions, you may submit proposal for approval of plans, consuming full sanctioned F.S.I. separately for each building, in conformity with the D. C. Regulation No.33 (10), in the office of the undersigned.

Yours faithfully,

[Signature] 11/11/18
Dy. Chief Engineer
Slum Rehabilitation Authority.



-9-

बबई - ३	
मूचर	४६
२०१२	

48

SLUM REHABILITATION AUTHORITY

5th floor, Griha Nirman Bhavan, Bandra (E) Mumbai - 400 051.

Intimation of Approval under Sub regulation 2.3 of Appendix - IV
of D.C.R. No. 33 (10) Dt. 15.10.97 for Brihanmumbai.

2 DEC 2008

No. SRA/ENG/2138/GS/ML & STGL/AP

To,

M/s. Shree Ahuja Properties,
A-1, Rajpipla, Opp. Standard Chartered Bank,
Santacruz (W), Mumbai-400 054.

With reference to your Notice, letter No. 2571 dated 07/08/2008 and delivered on 08/08/2008 200 and the plans, Sections, Specifications and Description and further particulars and details of your ^{Sale} building at F.P.No. 1087 & 1088, TPS No. IV of Mahim situated at Rajabhai Desai Marg, Prabhadevi, Mumbai-400 025.

furnished to me under your letter, dated 07/08/2008 200 I have to inform you that the proposal of construction of the building or work proposed to be erected or executed is hereby approved under section 45 of the Maharashtra Regional & Town Planning Act, 1966 as amended up-to-date, subject to the following conditions :

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

- A.1) That the Commencement Certificate us/. 44/69 (1) of the MR & TP Act, Shall be obtained before starting the proposed work.
- A.2) That the compound shall be constructed, after getting the plot demarcated from the concerned authority, on all sides of the plot clear of the 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 the Supervision memo as per Appendix XI D.C. Regulation 5(3) (ix) shall be submitted by him.
- A.4) That the Structural design and calculations for the proposed work accounting for system analysis as per relevant I.S. code along with plan shall be submitted before C.C.

बखई - ३	
मेहर	४०
२०१२	

E 2 DEC 2008

2

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 _____ day of March 2007 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.

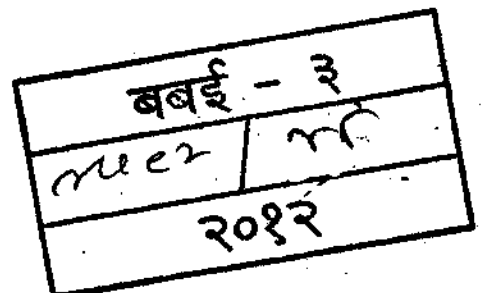
Your attention is drawn to the special instructions and Notes accompanying this Intimation of Approval

—sd—
Executive Engineer, (S.R.A.)

SPECIAL INSTRUCTIONS

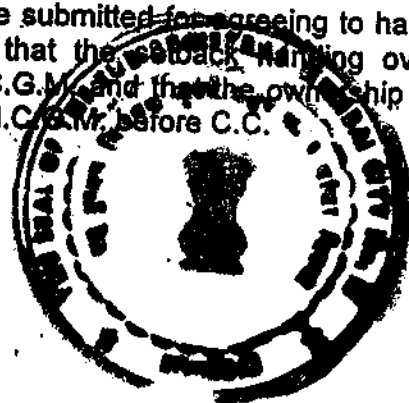
- (1) IN CASE OF PRIVATE PLOTS THIS INTIMATION OF APPROVAL GIVES NO RIGHT TO BUILD UPON LAND WHICH IS NOT YOUR PROPERTY.
- (2) Under Section 151 & 152 of M.R & T.P. Act 1966, as amended the Chief Executive Officer, Slum Rehabilitation Authority has empowered the Chief Engineer (S.R.A.) / Executive Engineer (S.R.A.) to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the C.E.O. (S.R.A.) 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



No. SRA/ENG/2138/GS/ML & STGL/AP E 2 DEC 2008

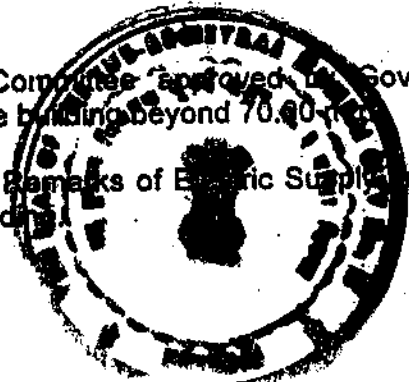
- 5) That the minimum plinth height shall be 30.00 cm. above the surrounding ground level or in areas subject to flooding the height of plinth shall be atleast 60.00 cm above the high plinth level.
- 6) That the low lying plot shall be filled up to a reduced level of atleast 92 T.H.D. OR 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and shall be leveled, rolled, consolidated and sloped towards road.
- 7) That the regular / sanctioned / proposed lines and reservation shall be got demarcated at site through A.E. Survey / E.E. (T & C) / E.E. (D.P.) of M.C.G.M. / D.I.L.R. before applying for C.C.
- 8) That the drainage layout shall be submitted & got approved and the drainage work shall be executed in accordance with the requirements of the M.C.G.M.
- 9) That the existing structure proposed to be demolished shall be demolished with necessary phase program with agreement of affected slum dweller shall be submitted and got approved before C.C.
- 10) That the Registered site supervisor through Architects / Structural Engineer shall be appointed before applying for C.C. & quarterly report from the site supervisor shall be submitted through the Architect / Structural Engineer certifying the quality of the construction work carried out at various stages of the work or whenever demanded by the Executive Engineer (SRA).
- 11) That the requisite premiums / deposits as per Circular No.7 vide SRA/1372/ dated 25-11-97 etc. shall be paid before C.C.
- 12) That the true copy of the revised sanctioned layout / subdivision / amalgamation along with the T & C there of shall be submitted before C.C. and compliance thereof shall be done before submission of B.C.C.
- 13) That the conditions of Letter of Intent shall be complied with before C.C.
- 14) That no construction work shall be allowed to start on the site unless labour insurance is taken act for concerned labours to cover the compensation and compliance of same shall be intimated by Architect/Developer.
- 15) That the Reg. u/t and additional copy of plan shall be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate shall be obtained from Asstt. M. C. of M.C.G.M. and that the ownership of the setback land shall be transferred in the name of M.C.G.M. before C.C.



बबई - ३	
मेर	४९
२०१२	

2 DEC 2008

- 16) That the Indemnity bond indemnifying the CEO (S.R.A.) and his staff for damages, risks, accidents, etc. and to the occupiers and an undertaking regarding no nuisance shall be submitted before C.C./starting the work.
- 17) That the Reg. u/t. in prescribed Proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall be submitted before C.C.
- 18) That N.O.C. from P.C.O. & H.E. Deptt. of M.C.G.M. shall be submitted.
- 19) That N.O.C. from E.E. (T&C) of M.C.G.M. shall be submitted.
- 20) That N.O.C. from P.C.O. G/S Ward shall be submitted.
- 21) That you shall submit Regd. u/t against of misusing of stilt with height of 39.45 mtr.
- 22) That you shall submit Regd. u/t against of misusing of stilt below podium.
- 23) That you shall submit Regd. u/t against of misusing of s podium comprising of 1st to 10 upper floors exclusively for parking purpose.
- 24) That you shall submit Regd. u/t against of misusing AHUS on each floor & NOC from Chief Engineer (M&E) shall be submitted.
- 25) That you shall submit Regd. u/t against the misusing of refuge areas, servants toilet, society office.
- 26) That you shall submit Regd. u/t stating that space for fitness center will be handover to the society of prospective buyers of flats in sale building free of cost.
- 27) That you shall submit detailed plan services provide within the service floor & Registered Undertaking shall be submitted not to misuse service floor.
- 28) That you shall submit NOC from Civil Aviation to allow the Architectural Features of oval curve linear shape (crown) on top of terrace within 17.0 mtr, height.
- 29) That the structural design of the proposed building under reference shall be got vetted from professor of Structural Branch of Civil Engineering /I.I.T. Mumbai.
- 30) That Air conditioning design shall be got vetted from specialized faculty/Professor of I.I.T. Mumbai before Institution.
- 31) That you shall submit NOC from High Rise Committee approved by Govt. of Maharashtra before submitting the plan for high rise building beyond 70.00 mtr.
- 32) That you shall submit NOC from BEST Authority, Remarks of Electric Supplier for the Meter room before release of 25% C.C. to sale building.



D:\KAMBLE\04-2016\04 - Prashant SRA CHS.doc

बबई - ३	
४८८	५०
२०१२	

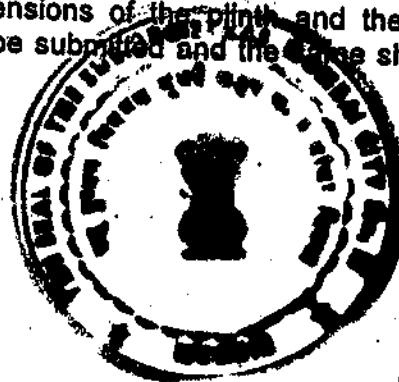
52

No. SRA/ENG/2138/GS/ML & STGL/AP-2 DEC 2008

- 33) The Structural designs and the quality of materials and workmanship shall be strictly as per conditions laid down in Regulation 45 of DCR 1991 amended up to date
- 34) That the structural designs and plans of buildings having height more than 24 m. shall be got peer reviewed from another Licensed structural Engineer/ Recognized Govt. Institute/ Educational Institutes and report shall be submitted before issue of C.C.
- 35) That the quality for work carried out at various stages such as
- a) Plinth/Stilt Level
 - b) R.C.C. work at every seventh floor
 - c) Masonry, Plastering, finishing work
 - d) Infrastructure development at various stages as per phase programme.
 - e) Transit camp construction and its completed work.
- shall be got certified for quality & safety by third party inspection from the Licensed structural Engineers/Recognized Government Institutions, Educational Institutions and report shall be submitted.
- 36) That Building Completion Certificate with regard to quality and safety of the building shall also be got certified by third party inspection from the Licensed Structural Engineers/Recognized Government Institutions.
- 37) The Third Party inspection authority and Project Management Consultant shall be appointed with prior approval of Dy.Ch.Eng.(SRA).
- 38) That the requisition No. 45 and 46 of D.C. Reg. 1991 shall not be complied with.
- 39) That the N.O.C. from H.E. Deptt. & P.C.O. Deptt. for swimming pool shall be submitted.

THAT THE FOLLOWING CONDITIONS ARE COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE :-

- 1) That N.O.C. from Civil Aviation Department shall be obtained for the proposed height of the building.
- 2) That 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 the sub. Engineer (S.R.A.).



D:\KAMBLE\00-2006\90A - PriMadavi SRA CHS.doc

बबई - ३
20/12/99
2012

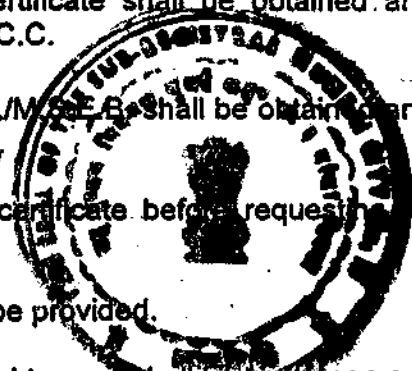
(53)

E 2 DEC 2008, No. SRA/ENG/2138/GS/ML & STGL/AP

- 3) That the stability certificate for work carried out upto plinth level/stilt level shall be submitted from the Lic. Structural Engineer.
- 4) That the society of slum dwellers shall be got registered.
- 5) That the quality of construction work of bldg. shall be strictly monitored by concerned Architect, Site supervisor, Structural Engineer and periodical report, stage wise on quality of work carried out shall be submitted by Architect with test result.

C) THAT THE FOLLOWING CONDITIONS IS COMPLIED WITH BEFORE GRANTING O.C. TO ANY PART OF THE PROPOSED BUILDING.

- 1) That the some of drains shall be laid internally with C.I. pipes.
- 2) That the specifications for layout access/D.P. Road/setback land shall be obtained from E.E. (Road construction) & E.E. (SWD) & of access/setback road shall be constructed in W.B.M./before starting the construction work. And the access and setback land shall be developing accordingly including providing streetlights and S.W.D. The completion certificate shall be obtained from E.E. (R.C.)/E.E. (SWD) before submitting building completion certificate.
- 3) That the dustbin shall be provided as per requirement of this office.
- 4) That carriage entrance shall be provided before starting the work.
- 5) That the surface drainage arrangement shall be provided in consultation with E.E. (SWD) or as per his remarks and a completion certificate shall be obtained and submitted before applying for occupation certificate/B.C.C.
- 6) That the requirements from the M.T.N.L. and B.S.E.S./M. & E. B shall be obtained and complied with before asking occupation permission.
- 7) That the Architect shall submit the debris removal certificate before requesting for occupation permission.
- 8) That 10'-0" wide paved pathway up to staircase shall be provided.
- 9) That the surrounding open spaces, parking spaces and terrace shall be kept open and un-built upon and shall be leveled and developed before requesting to grant permission to occupy the building or submitted the B.C.C. whichever is earlier.
- 10) That the name plate/board showing Plot No., Name of the Bldg. etc. shall be displayed at a prominent place.
- 11) That the completion certificate of E.E.T.C. & E.E. (SWD) shall be obtained & submitted before applying for occupation/B.C.C.



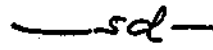
बबई - ३
मे २७ / ५२
२०१२

2 DEC 2008

No. SRA/ENG/2138/GS/ML & STGL/AP

NOTES:

- 1) That C.C. for sale building shall be controlled in a phase wise manner as decided by CEO (SRA) in proportion with the actual work of rehabilitation component.
- 2) That no occupation permission of any of the sale wing/sale building/sale area shall be considered until occupation Certificate for equivalent Rehabilitation area is granted.
- 3) That office of CEO (SRA) reserves right to add or amend or delete some of the above mentioned conditions if required, during execution of Slum Redevelopment Scheme.


Executive Engineer - II
Slum Rehabilitation Authority



बबई - ३
वेर / ५३
२०१२

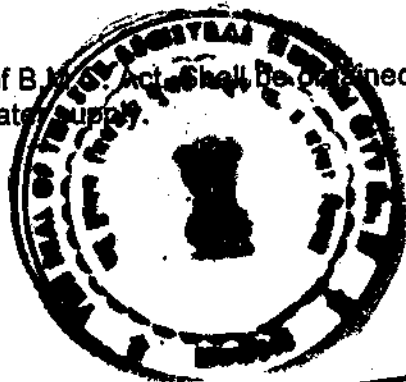
(54)

No. SRA/ENG/2138/GS/ML & STGL/AP-2 DEC 2008

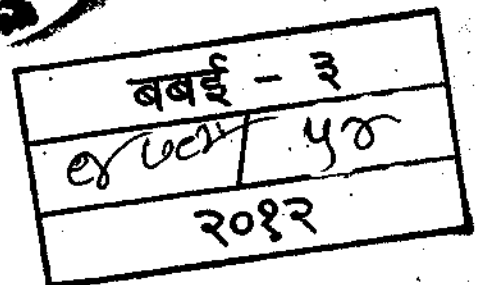
- 12) That the N.O.C. from Inspector of Lifts, P.W.D. Maharashtra, shall be obtained and submitted to this office.
- 13) That the drainage completion Certificate from E.E.(S.P.) (P & D) for provision of septic tank/soak pit shall be submitted.
- 14) All the conditions of Letter of Intent shall be complied with before asking for occupation certificate of sale/composite building.
- 15) Specific clearance from MHADA, Add. Collector (Enc.)/concerned A.M.C. of M.C.G.M. certifying that all eligible slum dwellers are rehabilitated shall be submitted before asking occupation certificate for sale/composite building.
- 16) That stability Certificate from Structural Engineer in prescribed Performa 'D' along with the final plan mounted canvas should be submitted.
- 17) The Building Completion Certificate in prescribed Performa certifying work carried out as per specification shall be submitted.
- 18) That the single P.R. cards for the amalgamated plot shall be submitted.
- 19) That layout R.G. shall be developed as per D.C. Regulation, 1991.
- 20) That the N.O.C. from the A.A. & C. G/S ward shall be obtained and the requisitions, if any shall be complied with before O.C.C.
- 21) That extra water and sewerage charges shall be paid to A.E.W.W. G/S Ward of M.C.G.M. before O.C.C.
- 22) That the T.P. Road admeasuring 1761.695 sq.mtr. shall be handed over as per Municipal Specification & transferred in the name of MCGM a certificate to that office shall be submitted from concerned authority.
- 23) That completion certificate from C.F.O. shall be submitted.
- 24) That the provision of Rain Water Harvesting as per the design prepared by the approved consultants in the field shall be made before asking occupation of sale building.

D. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE B.C.C.

- 1) That certificate under section 27OA of B.M.S. Act shall be obtained from H.E.'s department regarding adequacy of water supply.



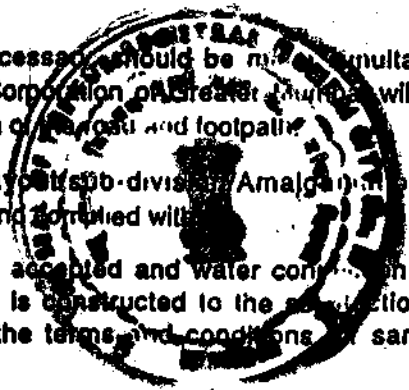
D:\KAMBLE\Oct-2008\NOA - Prohlabdevi SRA CHS.doc



2 DEC 2008

NOTES

- (1) The work should not be started unless objections A1 to A-39 are complied with.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional materials shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted alongwith the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the hoarding is constructed and application is made to the Ward Officer of M.C.G.M. with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer of M.C.G.M. or his representative in wards of M.C.G.M. atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks, metal, sand, preps, debris etc. should not be deposited over footpaths or public street by the owner/architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the compliance of abovesaid conditions is approved by this department.
- (9) No work should be started unless the structural design is submitted from LSE.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer (SRA) concerned and acknowledgement obtained from him regarding correctness of the open spaces dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation of Greater Mumbai will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout sub-division Amalgamation under No. SRA/ENG/318/GS/ should be adhered to and complied with ML&STCL Layout.
- (13) No building/Drainage Completion Certificate will be accepted and water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the concerned Ex. Engineer of M.C.G.M. and as per the terms and conditions of sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of building Completion Certificate.
- (15) The access road to the plot width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of concerned, Ex-Engineer of M.C.G.M. including asphaltting, lighting and drainage before submission of the building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in concrete having broken glass pieces at the rate of 0.125 cubic metres per 10 Sq.Mtrs below payment.



2008	1-44
2008	

- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of the bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures or proposed to be demolished are demolished.
- (20) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans, should not be taken up in hand unless the Chief Engineer [SRA] is satisfied with the following :
 - (i) Specific plans in respect of evicting or rehousing the existing tenants on your plot stating their number and the area in occupation of each.
 - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail for the alternative accommodation in the proposed structure.
 - (iii) Plans showing the phase programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.
- (21) In case of additional floor no work should be started during monsoon which will give rise to water leakage and consequent nuisance to the tenants staying on the floor below.
- (22) The bottom of the over head storage work above the finished level of the terrace shall not be more than 1 metre.
- (23) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary, is obtained.
- (24) It is to be understood that the foundations must be excavated down to hard soil.
- (25) The positions of the nahanls and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (26) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing from the Chief Executive Officer of Slum Rehabilitation Authority.
- (27) All gully traps and open channel shall be provided with right fitting mosquito proof covers as per relevant I. S. specifications.
- (28) No broken bottle should be fixed over boundary walls. The prohibition refers only to broken bottles & not to the use of plains glass for coping over compound wall.
- (29) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.

2 DEC 2008



sd

Executive Engineers, (S.R.A.)

- Forwarded
- 1) Lie Surveyor
 - 2) Owner
 - 3) Asstt. Myncl. Commr.
 - 4) A.D.D.C.B.S.D./Sub. Division Officer
Tahsildar Officer B.S.D./Dy. Coll. (SRA)
 - 5) Dy. Ch. E. (D.P.) L
 - 6) A.E.W.W. Ward
 - 7) A. A. & C. Ward

Executive Engineer
Slum Rehabilitation Authority

बवई - ३	
juer	५६
२०१२	

51

SLUM REHABILITATION AUTHORITY

5th floor, Griha Nirman Bhavan, Bandra (E) Mumbai - 400 051.

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")

No. SRA/ENG/2138/GS/ML & STEL/AP 30 MAY 2009
COMMENCEMENT CERTIFICATE

To,
M/s. Shree Abaya Properties,
A-1, Rajpala, Opp. Standard Chartered Bank,
Santacruz(W), Mumbai-400 054.

By,
With reference to your application No. 2571 dated 07/08/2008 for Development Permission and grant of Commencement Certificate under section 44 & 45 of the Maharashtra Regional and 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 building on plot No. IV of Mahan Diva. Civil No. F. No. 1087 Village T.P.S. No. IV of Mahan Diva. ward G/S situated at Rajabhai Bazar, Prabhadevi, Mumbai.

* 1966.

The Commencement Certificate/Building Permit is granted subject to compliance of mentioned
INQUIRY No. SRA/ENG/940/GS/ML STEL/LOT dt. 08/08/2008
IOA/UR No. SRA/ENG/2138/GS/ML & STEL/AP dt. 02/12/2008
and on following conditions.

1. The land vacated in consequence of endorsement of the setback line/road 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 person 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 conform to the contravention of the provision of coastal Zone Management plan.
5. If construction is not commenced this Commencement Certificate is voidable. But you 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 45 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the C.E.O. (SRA) 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 plan.
(b) Any of the condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.
(c) The C.E.O. (SRA) 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 C.E.O. (SRA) has appointed SHRI J.V. PATENGAR

Executive Engineer to exercise his powers and functions of this Planning Authority under section 45 of the said Act.

This C.C. is granted for work up to top slab of still level of Bldg. No. 3082
i.e. sale Component Bldg.

For and on behalf of Local Authority
The Slum Rehabilitation Authority

[Signature]
Executive Engineer (SRA) I.E.
FOR
CHIEF EXECUTIVE OFFICER
(SLUM REHABILITATION AUTHORITY)

56

No. SEA/eng/2138/GS/ML/STGL/AR 16 APR 2011

This C.C. is re-endorsed as per the last amended plans dt 15/2/2011 & also by regularisation of the basement & 1st floor top slab & further extended up to 15th floor excluding car parking bldg.

Executive Engineer
Shim Rehabilitation Authority

SM/EN/2138/601/PG/STGL/AR 16 JUL 2011

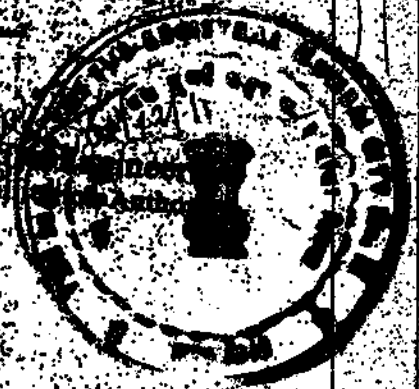
This C.C. is further extended upto 15th floor top slab level & car parking bldg i.e. for CC for car parking bldg only.

Executive Engineer
Shim Rehabilitation Authority

SEA/eng/2138/GS/ML/STGL/AR 17 DEC 2011

This C.C. is re-endorsed as per last amended plans dt 25/11/2011 & further extended up to top slab level of 15th floor.

Executive Engineer
Shim Rehabilitation Authority



बबई - ३
रवेर / ५५
२०१२

59

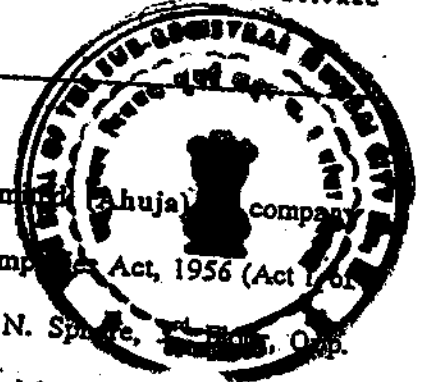
ATTESTED
TRUE COPY

am

amarchand mangaldas

CERTIFICATE OF TITLE

Re: Construction of building for sale on a portion of Final Plot Nos. 1087, T.P.S. IV of Mahim Division, situated at Rajabhau Desai Marg, Prabhadevi, Mumbai - 400 025 by Shree Ahuja Properties and Realtors Private Limited.



1. Shree Ahuja Properties and Realtors Private Limited (Ahuja) company incorporated and registered under Part IX of the Companies Act, 1956 (Act of 1956) and having its registered office at 199, V. N. Shinde, 1st Floor, Opp. Shoppers Stop, Linking Road, Bandra (West), Mumbai - 400 050 is implementing a Scheme of Rehabilitation of Slums ("Scheme") as sanctioned by Slum Development Authority ("SRA") under the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 ("the Act") in terms of Letter of Intent dated 23rd September 2004, as revised from time to time and superseded by final revised Letter of Intent dated 8th August 2008 issued by SRA sanctioning construction of four rehabilitation buildings ("Rehabilitation Buildings") for rehabilitating slum dweller, and also construction of one building for sale ("Sale Building") on Final Plots No. 1087 and 1088, T.P.S. IV of Mahim Division, situated at Rajabhau Desai Marg, Prabhadevi, Mumbai - 400 025 with

amarchand & mangaldas & suresh a. shroff & co.
attorneys & solicitors

peninsula chambers, peninsula corporate park,
ganpatra, kadani marg, lower parcel, mumbai-400 013
tel: (91-22) 24964455, ex: 24455 fax: (91-22) 24963666, 66628466
e-mail: am.mumbai@amarchand.com
other offices: delhi, bangalore, kolkata, hyderabad

बवई - ३
मुक्त ५९
२०१२

(4)

am

amarchand mangaldas

permissible FSI as provided under Regulation No. 33 (10) of the Development Control Regulations, 1991 ("DC Regulations").

2. (i) Final Plot No. 1087 ("Plot-I") admeasuring 5929.62 sq. mts. as per Redistribution and Valuation Statement, under Town Planning Scheme and 6240.02 sq. mts. as per Property Card is owned by the Government of Maharashtra; and
(ii) Final Plot No. 1088 ("Plot-II") admeasuring 5439.94 sq. mts. as per Redistribution and Valuation Statement, under Town Planning Scheme and 5723.29 sq. mts. as per the Property Card is owned by the Municipal Corporation of Greater Mumbai (MCGM).
3. The above Plots-I and II unless referred to individually, are hereinafter collectively referred to as "the said land" more particularly mentioned in Schedule hereunder written.
4. Under instructions of Ahuja, we have investigated rights of Ahuja for implementation of the Scheme for rehabilitation of slum dwellers as sanctioned by SRA and right to construct a Sale Building for sale in the open market on "ownership basis" under the provisions of the Maharashtra Ownership of Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 (MOF Act").



2

बबई - ३	
over	६०
२०१२	

61



am

amarchand mangaldas



For the purpose of investigation, we have taken the following steps, viz:

- (i) We have got searches conducted:
 - (a) in the office of Sub-Registrar of Assurances, Mumbai for a period of 30 years from 1980 to 2009;
 - (b) in the office of Registrar of Companies, Maharashtra, Mumbai Region;
- (ii) administered Requisitions on Title to Ahuja duly answered by Ahuja;
- (iii) inspected originals of the documents referred to in Annexure A hereto on 16 November 2009; and
- (iv) conducted limited searches in the available computerized records of the Court Registers.

6. Our Certificate of Title is limited to report on the right of Ahuja to construct the Sale Building on a portion of the said land and its right to sell premises/units therein under the provisions of MOF Act to the intending purchasers.

7. Plot-I was owned by one Mr. Bhalchandra Balaram Dhuru & Ors. Under the revised Development Plan of G/S Ward ("revised D. P.") sanctioned by the Government of Maharashtra ("Government"), Plot-I was reserved for public purpose of Post and Telegraph Department ("P&T Dept.") and was notified for acquisition on behalf of MTNL (then known as Bombay Telephones) and



बबई - ३
२०१२ / ६९
२०१२

60

am

amarchand mangaldas

subsequently, acquired by the Government. Thus, Government became and is now the owner of Plot-I. As Plot-I was encroached by hutment dwellers, it was not put to the use for the purpose for which it was acquired.



8. Municipal Corporation of Greater Mumbai ("MCGM") is the owner of land bearing Plot-II which was reserved for public purpose of Dhobi Ghat and residence of workers. Under the revised D. P., it was reserved for public purpose of P&T Dept. and for widening, if any, of existing road or proposed D. P. Road. As Plot-II was fully encumbered with a cluster of hutments, it could not put to the use for such purpose.
9. In order to develop the said land, the slum dwellers/occupants, desirous of redeveloping the said land under the slum rehabilitation and re-development scheme ("Scheme") under the Slum Areas (Improvement Clearance & Redevelopment) Act, 1971 ("Slum Act"), formed themselves into a co-operative housing society in the name of "Prabhadevi SRA Co-operative Housing Society Limited (Proposed) ("Society") then proposed and now registered under Sl. No. MUM/SRA/HSG/(TC)/10971/2005 vide Certificate of Registration dated 4 October 2005 issued by Additional Registrar Co-operative Societies (SRA) under the provisions of Maharashtra Co-operative Housing Societies Act, 1960 and rules made thereunder.



बबई - ३
मे २७ / २०१२
२०१२

am

amarchand mangaldas

10.

Ahuja, being desirous of redeveloping the said land under the Scheme, approached the Society with its proposal and the Society by its resolution passed in their General Body Meeting held on 27 June 2003, approved the appointment of Ahuja as the developer for the redevelopment of the said land. In pursuance of this resolution, the Society through its Managing Committee, entered into a Development Agreement dated 16 November 2003 ("Development Agreement") with Ahuja and thereby granted development rights on the terms and conditions mentioned therein and the Society also executed an Irrevocable Power of Attorney dated 16 November 2003 in terms of the Development Agreement. The eligible slum dwellers also granted their individual consents to the appointment of the Developer for carrying out the Scheme.

11.

Ahuja submitted details of the slum dwellers as prescribed under the Slum Act to the respective Competent Authorities for deciding their eligibility.

Accordingly Annexure II for F.P. No. 1087 was issued by the Additional Collector (Enc./Demo.) & Competent Authority on 27 October 2004 and Annexure II for F.P. No. 1088 was issued by Asst. Mun. Commissioner (G/South) on 17 September 2004.

Both the Competent Authorities have declared the said land as slum areas under the provisions of amended DCR 33(10). Subsequently, there were three supplementary Annexure II issued by the Secretary (SRA). One of 246 slum



बबई - ३
२०१२ / ६३
२०१२

am

amarchand mangaldas

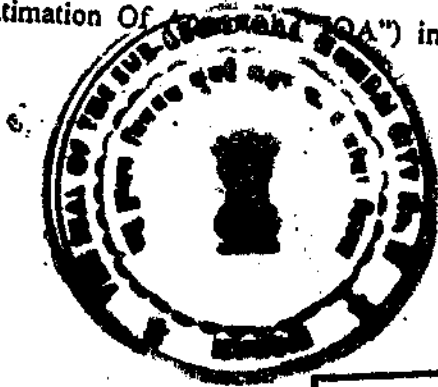
dweller on both the plots, 813 slum dwellers are finally held eligible vide two original Annexure II and three supplementary Annexures.



12. SRA approved the layout of the Scheme on the said land on 17 November 2005. The layout was thereafter amended which was approved on 26 February 2009. As per the layout plan, Ahuja had proposed to construct building nos. 1, 2, 3 & 4 as rehabilitation buildings for accommodating 813 slum dwellers & 27 amenity structures whereas building no. 5 was proposed as Sale Building.
13. SRA had issued an initial Letter of Intent (LOI) dated 23 September 2004 approving Ahuja's appointment as the Developer and its proposal for redevelopment. This initial LOI has been revised from time to time and finally SRA issued revised LOI dated 8 August 2008 (Revised LOI) allowing FSI of 3.00 to be consumed on the said land. Under the Revised LOI, Ahuja is permitted to construct on the said land:
 - (i) rehabilitation area of 19,821.807 sq. mts. built-up area; and
 - (ii) sale area of 19,571.958 sq. mts. built-up area.

The Revised LOI supersedes all earlier LOIs. Copy of Revised LOI is annexed hereto and marked Annexure B.

14. The SRA has approved building plans of rehabilitation buildings 1, 2, 3 and 4 and Ahuja has obtained Intimation Of (SRA) in respect of the same

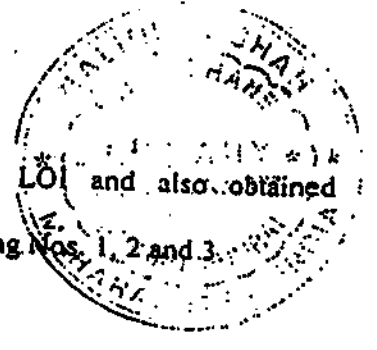


बबई - ३	
महाराष्ट्र	६४
२०१२	

am

amarchand mangaldas

comprising of built up area permitted under the LOI and also obtained Commencement Certificate ("CC") in respect of building Nos. 1, 2 and 3.

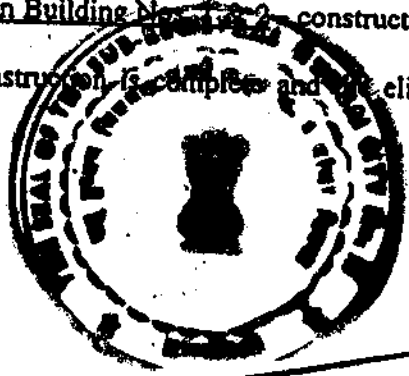


15. Under the Revised LOI, Ahuja is :-

- (i) required to construct on the rehab area, at its own cost, Rehabilitation Buildings for rehabilitating eligible slum dwellers (as listed in Annexure-II under the Act) on a portion of the said land; and
- (ii) entitled to construct Sale Building to the extent of sanctioned sale area on the balance portion of the said land;
- (iii) required to develop T. P. Road admeasuring 1761.695 sq. mtrs., at its own cost, for MCGM; and
- (iv) required to construct built-up premises admeasuring 1706 sq. mtrs., at its own cost, for P & T Dept.;

16. As confirmed by Ahuja, in their declaration dated 15 December 2009, the Scheme on the said land has been implemented in the following manner :-

- (i) Rehabilitation Portion - Rehabilitation Building Nos. 1, 2, 3 and 4
 - (a) Rehabilitation Building No. 1 & 2, constructed on F. P. No.1088. Building construction is complete and for eligible slum-dwellers



बवई - ३	
नगर	६५
२०१२	

am

amarchand mangaldas

have been rehabilitated. Ahuja has obtained Occupation Certificates for the same;

- (b) Rehabilitation Building No. 3 is under construction on F. P. No.1087;
- (c) Rehabilitation Building No. 4 is to be constructed on F. P. No.1087, Intimation of Approval ("IOA") from the SRA has been obtained. Ahuja is in the process of obtaining commencement certificate ("CC").

(ii) **Sale Portion -- Building no. 5**

Sale Building is proposed to be constructed on portion No. 1.



17. SRA has presently sanctioned plans for the Sale Building and accordingly Ahuja has obtained IOA No.SRA/Eng/2138/GS/ML& STGL/AP dated 7 December 2008 (Annexure C) issued by SRA for construction of Sale Building consisting of stilt +11 parking floors/podium + 4 residential floors on a portion of land bearing No. F.P. 1087. Ahuja has obtained necessary CC dated 30 May 2009 (Annexure D).

बबई - ३	8
मार्च/ ६६	
२०१२	

am

amarchand mangaldas

18. Ahuja has submitted on 24 November 2009, amended building plans for purpose of construction of Sale Building comprising of stilt + 1st to 10th upper floor as parking floors i.e. podium floors + 11th floor as fitness centre / elevated lobby level + 12th to 50th upper floors as residential floors (excluding 24th & 40th floor as service floors) consisting of 37 habitable floors with 68 tenements / flats (aggregating to 19571.958 sq. mtrs. built-up area) for free sale in open market on "ownership basis" under the provisions of MOF Act.

19. From the searches conducted through search clerk Mr. Vijay V. Takke, we observe as follows:-

- (i) The name Mr. Bhalchandra Balaram Dhuru & Ors. continues to appear in the Property Card for Plot-I;
- (ii) Property Card for Plot-II is in the name of MCGM;
- (iii) Ahuja has been granted development rights in respect of the Property; and
- (iv) There are no charges, encumbrances or mortgages in respect of the said land;

Copy of the search report dated 26th August 2009 is attached herewith and marked as Annexure E.



बबई - ३
७८९७ / ६७
२०१२

am

amarchand mangaldas

20.

From searches carried out in the office of Registrar of Companies, Maharashtra, Mumbai, M/s. Rajendra & Company, Chartered Accountants, Mumbai, under their letter dated 28th August 2009 have certified that no mortgages and charges are registered with the Office of Registrar of Companies, Maharashtra, Mumbai by Ahuja in respect of the construction of the said land. Copy of the search report dated 28th August 2009 is attached hereto and marked as Annexure F.

21.

From Answers to the Requisitions administered to Ahuja, we reproduce the material answers as follows:-

- (i) In compliance with clauses 22 and 23 of LOI, Ahuja has undertaken to construct built-up premises admeasuring 1706 sq. mts. to Post and Telegraph Department. Ahuja will also construct an area admeasuring 1761.695 sq. mts. to MCGM in fulfillment of clause 22 of the Revised LOI, reserved under TP Road.
- (ii) The property card for Plot-I which stands in the name of original owner will be updated in the name of State Government of Maharashtra as per clause 42 of the LOI.
- (iii) Separate lease deeds will be executed for the respective portion of the said land on which the Rehabilitation Buildings and Sale Building are



10

बबई - ३
१७९४ / ६८
२०१२

am

amarchand mangaldas

constructed in favour of the respective Housing Societies of the slum dwellers and the purchasers of the flats.

- (iv) The Rehabilitation Buildings and Sale Building will have separate entrances.
- (v) The common areas and facilities pertaining to the Sale Building and Rehabilitation Buildings will be enjoyed separately by the slum dwellers and the purchasers of the flats in Sale building and will not be shared in common between them.

22. Mr. Gautam Ahuja, Director of Ahuja under Declaration dated 15 December 2009 made by has declared and confirmed as follows:-

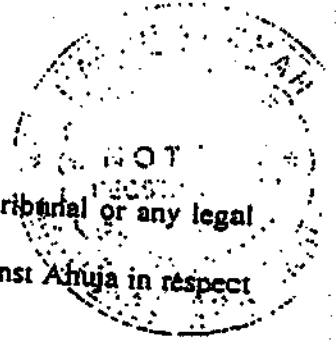
- (i) That Ahuja have not created any mortgage or charge over the development rights subsisting in its favour under the Development Agreement dated 16th November 2003;
- (ii) That on the entire layout being finalized, Ahuja will construct the areas for the Post & Telegraph Department and MCGM as provided for under clauses 22 and 23 of the Revised LOI;
- (iii) That as directed by clause 42 of the Revised LOI, Ahuja will take all necessary steps and update the Property Register Card in the name of State Government;



बखई - ३
महेश्वर / ६९
२०१२

am

amarchand mangaldas



- (iv) That there are no pending litigation in any court or tribunal or any legal proceedings initiated or threatened to be initiated against Ahuja in respect of the development rights;
- (v) That there are no winding up proceedings taken against Ahuja in any court; and
- (vi) That there are no prohibitory orders, attachments or injunctions in relation to the development rights issued by any court or tribunal;

23. From the limited searches in the High Court of Judicature at Mumbai, we have observed that no suit is pending in the court against Ahuja relating to the said land/ development rights of Ahuja thereon. From the searches in the Companies' Court, we observe that no winding up petition is pending against Ahuja.

On the basis of what is stated hereinabove, we hereby certify that Ahuja is fully entitled to construct the Sale Building on a portion of the said land, more particularly described in First Schedule hereunder written together with absolute right to sell/alienate the flats/units therein.

Dated this 24th day of December 2009.

For Amarchand & Mangaldas & Suresh A. Shroff & Co.

Sandeep Dave
Sandeep Dave
Partner



बवई - ३
मधु/ ७०
२०१२

71

am

amarchand mangaldas

SCHEDULE ABOVE REFERRED TO

Sale Building with a permitted sale area of 19,571.958 sq. mts. on a portion of Final Plot No. 1087 admeasuring 5929.62 sq. mtrs. (as per Property Card 6240.02 sq. mtrs.) lying and situated at T.P.S. IV of Mahim Division, situated at Rajabhau Desai Marg, Prabhadevi, Mumbai - 400 025.

5912



13

बबई - ३	
मपुन	५९
२०१२	

am

amarchand mangaldas

Annexure A

Original Documents Inspected:

1. LOI bearing No. SRA/ENG/940/GS/ML&STGL/LOI dated 8th August 2008.
2. LOI bearing No. SRA/ENG/940/GS/ML&STGL/LOI dated 7th July 2006.
3. LOI bearing No. SRA/ENG/940/GS/ML&STGL/LOI dated 6th November 2004.
4. LOI bearing No. SRA/ENG/940/GS/ML&STGL/LOI dated 23rd September 2004.
5. Individual Agreement executed between the Chief Promoter & Committee Member of Prabhadevi SRA Co-op. Housing Society (Proposed), M/s Ahuja Properties and Ms. Ghorpade Maltibai Baburao.
6. Letter dated 22.12.2005 from the Slum Rehabilitation Authority enclosing Supplementary Annexure II.
7. Letter bearing No. SRA/ENG/318/GS/ML/ STGL/LAY dated 17.11.2005 by SRA approving amendment of amalgamation/layout/sub division of F.P. nos. 1087 and 1088;
8. Challan No. 1424 dated 18.08.2004 for payment of Rs.10,000/- made towards LOI Scrutiny Fees New Scheme.
9. Letter dated 26th May 2007 from P. N. Bhojhe & Associates to M/s Ahuja Properties enclosing various payment receipts.
10. Developer's Plot Area Affidavit.



बवई - ३
मार्च / ०२
२०१२

am
amarchand mangaldas

11. Development Agreement dated 16th November 2003 executed between Shri Jitendra Thale & 19 Others, Committee Members of Prabhadevi SRA Co-op. Housing Society Ltd. (Society) and Shree Ahuja Properties (Developers).
12. Bye Laws of the Society.
13. Registration Certificate of the Society.
14. Power of Attorney executed by Prabhadevi SRA Co-op. Hsg. Society (Proposed) through Mr. Jitu Thale & 20 Others in favour of Shree Ahuja Properties.
15. Individual Agreement executed between the Chief Promoter of Prabhadevi SRA Co-op. Housing Society (Proposed) in favour of Shree Ahuja Properties.
16. Property Card.
17. Consent Letter issued by all the slum dwellers to CEO, Slum Rehabilitation Authority giving consent to Shree Ahuja Developers for redevelopment of the F. P. No. Final Plot Nos. 1087 and 1088, T.P.S. IV of Mahim Division, situated at Rajabhai Desai Marg, Prabhadevi, Mumbai - 400 025.
18. Declaration given by Mr. Gautam Ahuja
19. Intimation of Approval bearing No. SRA/ENG/2138/GS/ML & STGL/AP dated 02.12.2008 for sale building.
20. Intimation of Approval bearing No. SRA/ENG/1543/GS/ML & STGL/AP dated 17.11.2005 for Rehab Building No. 4.
21. Intimation of Approval bearing No. SRA/ENG/1542/GS/ML & STGL/AP dated 17.11.2005 for Rehab Building No. 3.



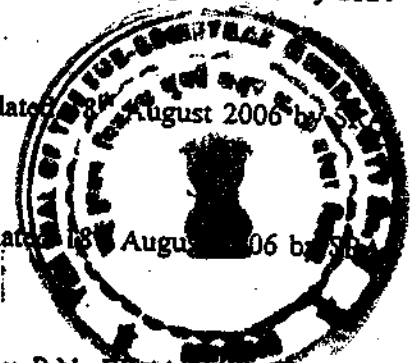
बबई - ३
२०१२ / ०३
२०१२

am

amarchand mangaldas



22. Intimation of Approval bearing No. SRA/ENG/1304/GS/ML & STGL/AP dated 17.11.2005 for Rehab Building No. 2.
23. Intimation of Approval bearing No. SRA/Ch.E/ENG/1303/GS/ ML & STGL/AP dated 14.01.2005 for Rehab Building No. 1.
24. Letter bearing No. SRA/ENG/1304/GS/ML & STGL/AP dated 29th September 2008 for Rehab No. 2.
25. Letter bearing No. SRA/ENG/1543/GS/ML & STGL/AP dated 29th September 2008 for Rehab No. 3.
26. Letter bearing No. SRA/ENG/1542/GS/ML & STGL/AP dated 29th September 2008 for Rehab No. 4.
27. Letter bearing No. SRA/ENG/1303/GS/ML & STGL/AP dated 29th September 2008 for Rehab No. 1.
28. Letter bearing no. SRA/ENG/1303/GS/STGL & ML/AP dated 18th August 2006 by SRA approving amendment of plans of Rehab No. 1.
29. Letter bearing no. SRA/ENG/1304/GS/STGL & ML/AP dated 18th August 2006 by SRA approving amendment of plans of Rehab No. 2.
30. Letter bearing no. SRA/ENG/1542/GS/STGL & ML/AP dated 18th August 2006 by SRA approving amendment of plans of Rehab No. 3.
31. Letter bearing no. SRA/ENG/1543/GS/STGL & ML/AP dated 18th August 2006 by SRA approving amendment of plans of Rehab No. 4.
32. Architect's Certificate dated 21 December 2009 issued by P.N. Bhobhe & Associates, Architects and Interior Designers.

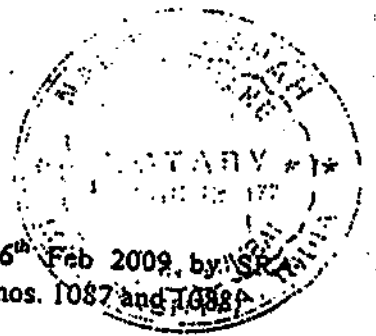


बबई - ३
महाराष्ट्र / ४२
२०१२

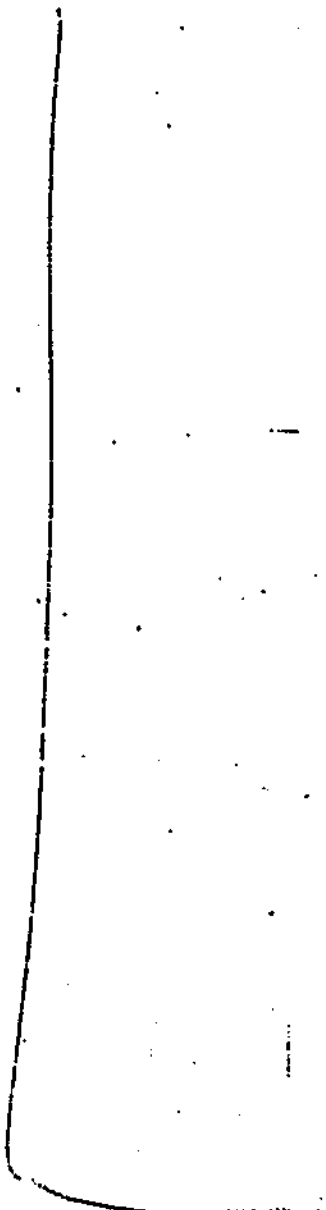
75

am

amarchand mangaldas



44. Letter bearing no. SRA/ENG/318/GS/ML/ STGL/LAY dated 26th Feb 2009, by SRA
approving amendment of amalgamation/layout/sub division of F.P. nos. 1087 and 1088A



5/2/12

बबई - ३	
महेश्वर	महेश्वर
२०१२	

NOTICE: THIS FORM IS TO BE FILLED BY THE INDIVIDUAL OR FIRM WHO IS THE OWNER OF THE PROPERTY DESCRIBED IN THE ADVERTISEMENT. IT IS TO BE FILLED OUT AND SUBMITTED TO THE NATIONAL INFORMATION CENTER, 1000 K STREET, N.W., WASHINGTON, D.C. 20001. (SEE INSTRUCTIONS ON REVERSE SIDE OF FORM.)

1. Name of Owner	2. Name of Property	3. Address of Property	4. City or Town	5. State	6. Zip Code	7. Telephone Number	8. Name of Agent	9. Name of Firm
101. 101	101. 101	101. 101	101. 101	101. 101	101. 101	101. 101	101. 101	101. 101



बबई - ३
नगर / ६६
६६३२

1. Name of Owner	2. Name of Property	3. Address of Property	4. City or Town	5. State	6. Zip Code	7. Telephone Number	8. Name of Agent	9. Name of Firm
101. 101	101. 101	101. 101	101. 101	101. 101	101. 101	101. 101	101. 101	101. 101

1. Name of Owner	2. Name of Property	3. Address of Property	4. City or Town	5. State	6. Zip Code	7. Telephone Number	8. Name of Agent	9. Name of Firm
101. 101	101. 101	101. 101	101. 101	101. 101	101. 101	101. 101	101. 101	101. 101



NOTICE: THIS FORM IS TO BE FILLED BY THE INDIVIDUAL OR FIRM WHO IS THE OWNER OF THE PROPERTY DESCRIBED IN THE ADVERTISEMENT. IT IS TO BE FILLED OUT AND SUBMITTED TO THE NATIONAL INFORMATION CENTER, 1000 K STREET, N.W., WASHINGTON, D.C. 20001. (SEE INSTRUCTIONS ON REVERSE SIDE OF FORM.)

घोषणापत्र

मी अशोक कदम याद्वारे घोषित वारतां वती, दुय्यम निबंधक बबई २४२२-३ यांचे वायांतवात बबई २४२२ या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री जगाडिश की अहम व इ. यांनी दि. १९-१२-२००९ रोजी पला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निषादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दवातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे बायन चुकतीने आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे. C.R. Power No BDR / 12837/2009

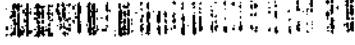
दिनांक २१-०५-१२

Signature

कुलमुखत्यारपत्रधारक
व राही



बबई - ३
<u>महाराष्ट्र</u> / <u>४८</u>
२०१२



Saturday, December 19, 2009
5:42:32 PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 12922

पायाचे नाव : राहु

दिनांक 19/12/2009

दस्तऐवजाचा अनुक्रमीत वदर 1 - 12837 - 2009

दस्तावेजाचा प्रकार : मुद्रापत्रपत्र

सादर करणाऱ्याचे नाव: जयसोनी भगवानदास आहूजा

नोंदणी फी	-	100.00
नक्कल (अ. 11(1)), प्रामाणिकपत्ती नक्कल (अ. 11(2)), जयवात (अ. 12) व प्रामाणिकपत्र (अ. 13) -> एकत्रित फी (13)	-	260.00
एकूण रु.		360.00

आपणास हा दस्तावेज 1:57 PM वा वेळेस मिळेल

मुख्य निबंधक

सह. मुख्य निबंधक अचरी-१,
मुंबई उपनगर जिल्हा.

वार्डन मुद्रा ० रु. पोस्टाळा: ० रु.
मराठीतले मूद्रांक शु. ० रु. ० प. ० रु.

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON.....23/12/09



बबई - ३
2012

THE COSMOS CO-OPERATIVE BANK LTD.
FRANKING DEPOSIT SLIP

Customer Copy 49227

Branch: Mile Road Date: 17/12/09
Pay to: THE COSMOS CO-OPERATIVE BANK LTD.

Franking Value	Rs.	200/-
Service Charges	Rs.	10/-
Total	Rs.	210/-

Name & Address of Stamp duty paying party

Shri Jagdish Bhagwandas Ahuja
111/112, Soona Villa 11th Floor
Perry Cross Road Bandra
Tel. No.: / Mobile No.: Mumbai 400050

Purpose of Transaction

In cash for Franking Documents

Rs. 200/-

(For Bank's Use only)

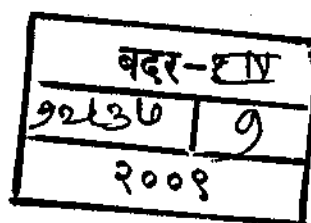
Tran ID

Franking Sr. No.

For The Cosmos Co-op. Bank Ltd.

Service Tax Reg. No.
BFN188/STCP11104

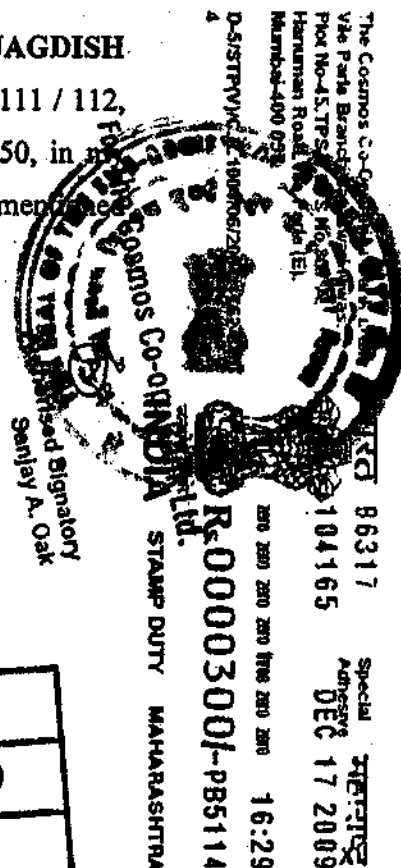
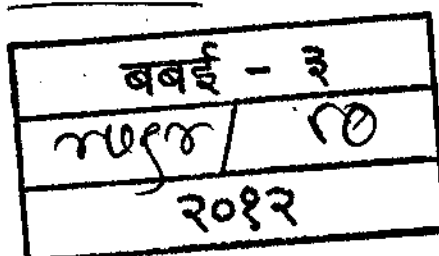
Authorised Signatory



SPECIFIC POWER OF ATTORNEY

TO ALL THE WHOM THESE PRESENTS SHALL COME I, JAGDISH BHAGWANDAS AHUJA, Adult Indian Inhabitant having address at 111 / 112, Soona Villa, 11th Floor, Perry Cross Road, Bandra, Mumbai - 400 050, in my individual capacity and as Partner(s) / Director(s) of the Companies mentioned hereinbelow:

- (1) TOPAIM PROPERTIES PVT. LTD.
- (2) BHALCHANDRA TRADING PVT. LTD.
- (3) KEEPSADE PROPERTIES PVT. LTD.
- (4) MAGIC PROPERTIES PVT. LTD.
- (5) SHREE AHUJA PROPERTIES PVT. LTD.
- (6) SHREE AHUJA PROPERTIES & REALTORS PVT. LTD.



Stamp Duty MAHARASHTRA

R.0000300/-PB5114

DEC 17 2009

Special

86317

104165

- (7) SHREE AHUJA PROPERTIES & DEVELOPERS
- (8) HI TECH GLOBAL INFRASTRUCTURE (P) LTD.
- (9) AHUJA HOUSING PROJECTS PVT. LTD.
- (10) SNEHANJALI PROPERTIES PVT. LTD. and
- (11) OM JAGDISH REALTORS PVT. LTD.
- (12) UMA CONSTRUCTIONS

(herein after referred as the "said Companies") SEND GREETINGS:



WHEREAS I, am desirous of appointing (1) Shri Gacheria Ashok Chatumal, (2) Shri. Santosh Kadam and (3) Shri Eknath Ankush Palav, in my individual capacity and as Partner(s) / Director(s) of the Companies mentioned hereinabove, to act jointly and/or each of them as its true and lawful attorneys to do, perform and execute for the said Companies and on its behalf, the following acts, deeds, matters and things as appearing hereafter.

बदर-१ IV
२००७ / २
२००९

KNOW NOW YE ALL THESE PRESENTS I do hereby appoint nominate and constitute (1) SHRI GACHERIA ASHOK CHATUMAL, (2) SHRI SANTOSH KADAM and (3) SHRI EKNATH ANKUSH PALAV as my true and lawful Attorneys to do the following acts, deeds, matters and things for me and on my behalf, more specifically as stated hereinafter:-

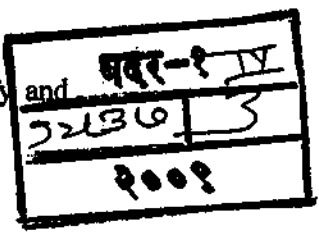
1. To lodge with the Sub-Registrar of Assurances at all places in Mumbai, Navi Mumbai and Thane all undertakings, declarations and affidavits that may be required by BMC or any of its concerned authorities or any of the Government or semi Government authorities in respect of various plots.
2. To lodge with the Sub-Registrar of Assurances at Mumbai, Navi Mumbai and Thane all deeds, documents and writings including Leave and License Agreement executed by the Companies in favour of various purchasers of flats and in respect of the various properties and/or the said Companies.
3. To represent the Companies at the Sub-Registrar's Office at Mumbai, Navi Mumbai and Thane for me and on my behalf and to admit execution of all the documents, deeds and writings executed by me in favour of various purchasers, in respect of the Development, Joint Development, Acquisition also including Memorandum of Understanding, Development Agreement, Joint Development Agreement etc. of various plots and for that purpose to sign all necessary documents, deeds and writings for the Company and on its behalf to effectively bring into effect these presents.



बबई - ३
२०१२ / १७
२०१२

- 4. To lodge with the Sub-Registrar of Assurances at Mumbai, Navi Mumbai and Thane and to admit execution of Mortgage Deeds, Rectification Deed, Bank Loan documents and writings executed by the Companies in favour of Banks and Financial Institutions
- 5. We do hereby agree to ratify and confirm all acts which my said Attorneys may do or cause to be done by virtue of these presents.

The specimen signature of my Attorneys appended hereto and identify and confirm the same.

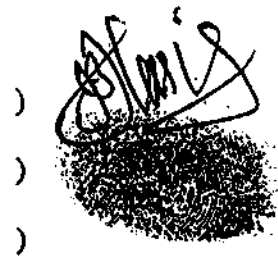


IN WITNESS WHERE OF, I JAGDISH BHAGWANDAS AHUJA have hereunto set my hand on this on the 17th day of December 2009 at Mumbai.

SIGNED SEALED AND DELIVERED

By the within named

SHRI JAGDISH BHAGWANDAS AHUJA

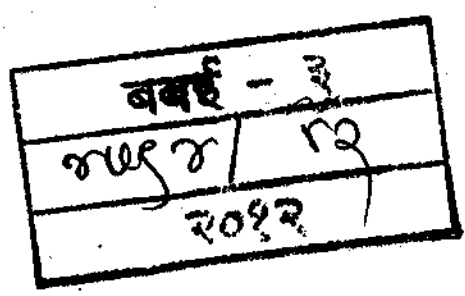


IN PRESENCE OF.....

- (1) Suresh Mahadole SR Mahadole
- (2) Ranvijay Ratrekar Pankaj

BEFORE ME (

Shri. Gacheria Ashok Chatumal
ATTORNEY



S. Kadam

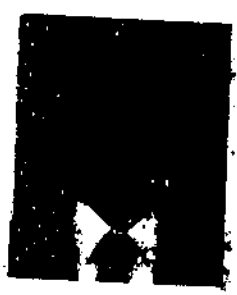


SHRI SANTOSH KADAM
ATTORNEY

बदर-१ IV	
७२६७	४
२००९	



E. Palav



SHRI EKNATH PALAV
ATTORNEY



E. Palav

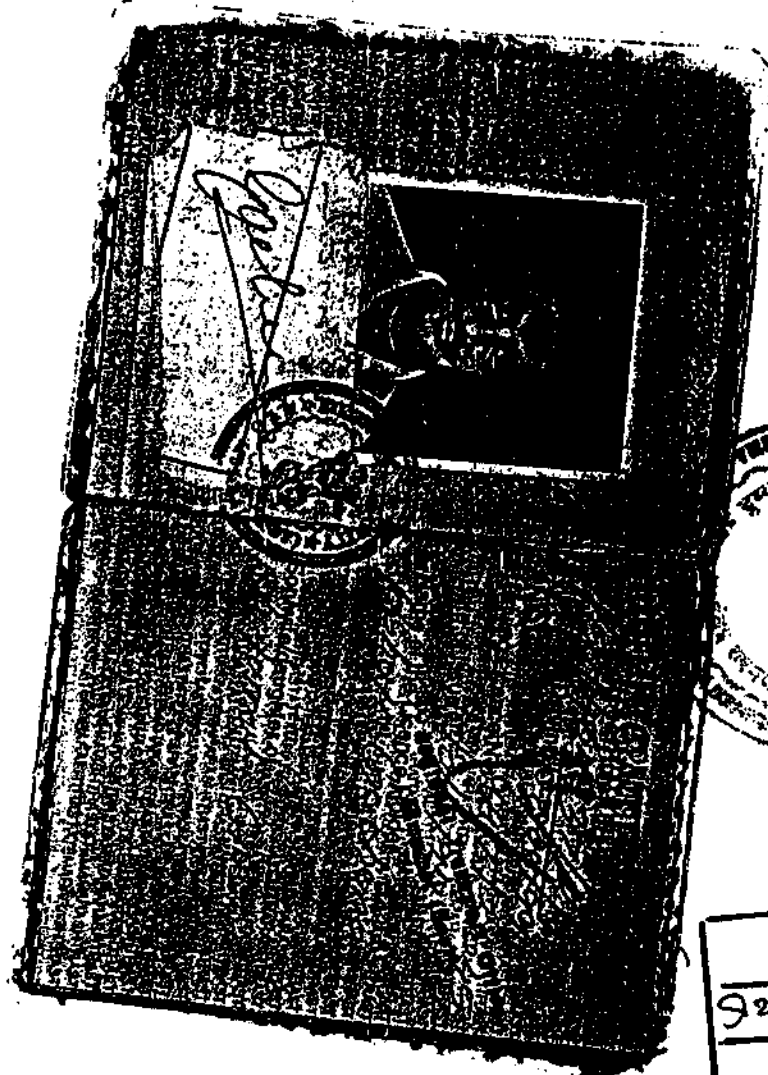


बदर - ३	
२५५४	१३
२०१२	

शुद्धिः—मूल यंत्रिकं पाट यंत्रं पत्रिकं नानं

96-17
9008

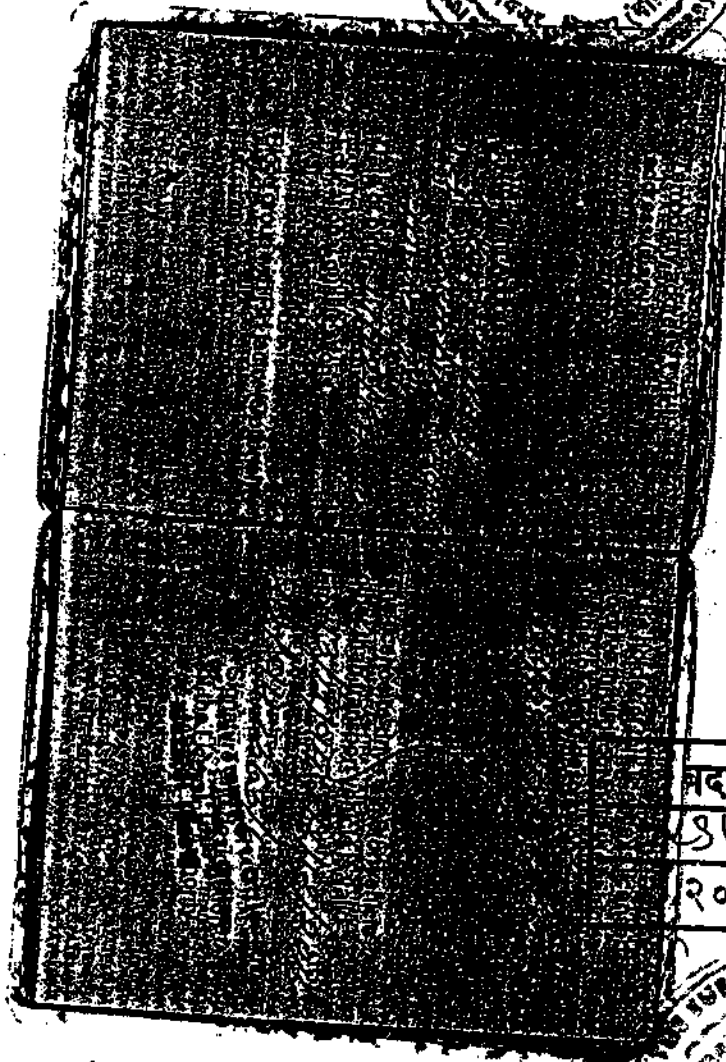
25



बदर-ए-IV
१२३४५६
२००९



बदर
१२३४
२००९



मदर-एच	
७७	७
२००९	



बबई - ३	
१०९	१६
३	

81

No. 1101115



THE UNION OF INDIA
MAHARASHTRA STATE

DUPLICATE
MOTOR DRIVING
LICENCE

DRIVING IS
A PRIVILEGE
NOT
A RIGHT

Space for photograph and thumb impression

Signature and Thumb Impression of the Holder of the Licence

Name to be written across the photograph

FORM 1 (Self-Authorisation)

Driving Licence No. MH-1101115

Date of Issue 14/11/2009

Name of the Licence Holder Mr. Santosh Kadam

Son/wife/daughter of Santosh Kadam

बदर-१ IV

१२१७८

२००९

Temporary address/ Official address (if any)

Pooja Ch. Galibor

3rd Floor

Ganesh

Permanent Address

Date of birth 22/6/78

Educational qualifications

Blood group with RH factor (Optional)

The holder of this licence is licensed to drive throughout India the vehicles of the following description :-

Motorcycle (110 cc)

31/1/06

The licence to drive a motor vehicle other than transport vehicle is valid From to

Signature and designation of the Licensing Authority

MUMBAI (WEST)



The licence to drive transport vehicle is valid from to

14/11/09 to 21/11/2009

Signature and Designation of the Licensing Authority

MUMBAI (WEST)

Authorisation to drive transport vehicle Number

Date

Authorised to drive transport vehicle with effect from Badge Number

Name and designation of the Authority who conducted driving test

Name and designation of the Authority who conducted driving test

Signature and designation of the Licensing Authority

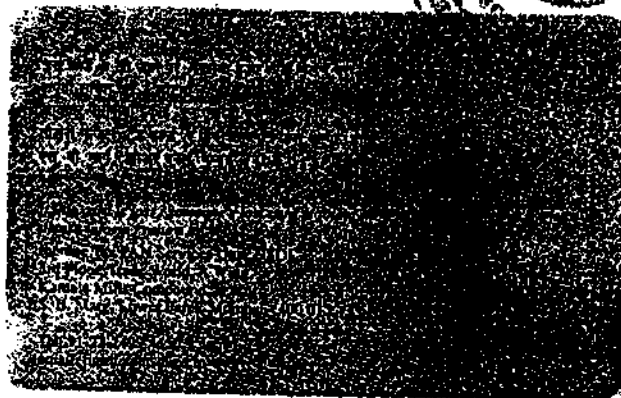
बदर - ३

१०

आयकर विभाग
INCOME TAX DEPARTMENT
EKNATH ANKUSH PALAV
ANKUSH JAGANNATH PALAV
15/12/1967
PAN CARD ACCOUNT NUMBER
AMPPP6797E
Signature

भारत सरकार
GOVT OF INDIA
भारत सरकार

बदर-१५७
७२५७७ / ९
२००९



बदर - ३
७२५७७ / १९
२००९



Driving Licence No. **MAH-02-8014** / **1225**

Date of issue **12/12/2008**

Name of the License Holder **Mr. Deepak Shinde**

Son/wife/daughter of **Mr. S. D. Shinde**

Mr. S. D. Shinde

Signature of the Holder of the licence.
Signature of the Licensing Authority.

Temporary address / Official address
Date of birth
Date of issue
Date of expiry
Qualifications
Blood group with RH factor
Offence

Signature of the License Holder
Signature of the Licensing Authority

बदर-IV
32830/90
२००९

Signature of the License Holder
Signature of the Licensing Authority

Signature of the License Holder
Signature of the Licensing Authority

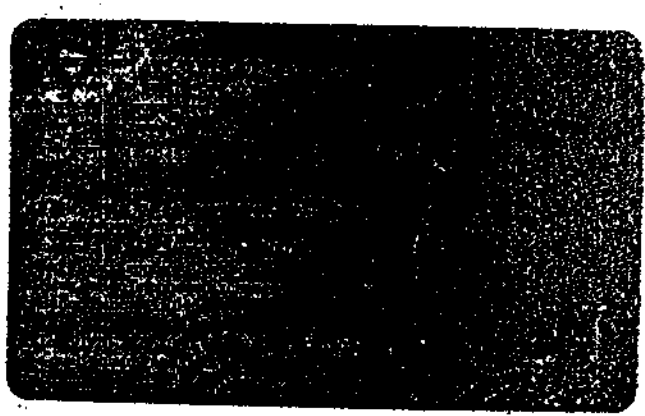
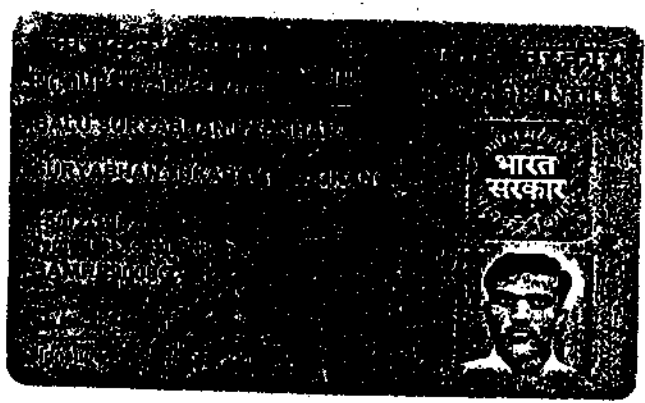


Signature of the License Holder
Signature of the Licensing Authority

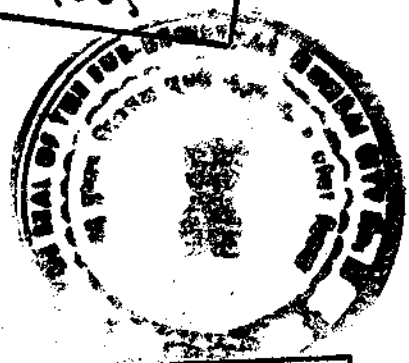
Signature of the License Holder
Signature of the Licensing Authority

बदर-III
50/12

(90)



बदर-१IV
१२२७७/११
२००९



बबई - ३
४७५४ / ९०
२०१२

19/12/2009

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

5:43:58 pm

अधेरी 1 (पांढरा)

वदर1

दस्त क्र 12837/2009

दस्त क्रमांक : 12837/2009

दस्ताचा प्रकार : मुखत्यारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा दस्त

1. नाव: जगदीश भगवानदास आहुजा
पत्ता: घर/फ्लॅट नं: 111/112, सोनापिला मिलीय, वरी
बोस रोड, वांद्रा (प) मु - 50
गल्ली/रस्ता:
ईमारतीचे नाव:
ईमारत नं:
पेट/वसाहत:
शहर/गाव:
तालुका:

लिहून देणार

वय 59

सही



2. नाव: डॉ. विमल प्रोपर्टीज प्रा लि, भारतचंद्र ट्रेडिंग प्रा लि,
क्रीपसेड प्रोपर्टीज प्रा लि, गॅजिक प्रोपर्टीज प्रा लि, श्री
आहुजा प्रोपर्टीज प्रा लि, श्री आहुजा प्रोपर्टीज अॅण्ड
रिअल्टर्स प्रा लि, श्री आहुजा प्रोपर्टीज अॅण्ड

लिहून देणार

वय 59

सही



3. नाव: जयदेव ग्लोबल इन्फ्रास्ट्रक्चर्स प्रा लि, आहुजा
होसिंग प्रोजेक्ट्स प्रा लि, स्नेहाज्योती प्रोपर्टीज प्रा
लि, ओम जगदीश रिअल्टर्स प्रा लि, उमा कन्स्ट्रक्शन या
सदस्ये संचालक आणि मालीदार म्हणून जगदीश भ

लिहून देणार

वय 59

सही



4. नाव: अशोक सी. गवरीया
पत्ता: घर/फ्लॅट नं: खी एन स्पेअर, 3रा मजला, लिफ्टिंग
रोड, वांद्रा (प) मु - 50
गल्ली/रस्ता:
ईमारतीचे नाव:
ईमारत नं:
पेट/वसाहत:
शहर/गाव:
तालुका:
पिन:
पॅन नं:

लिहून देणार

वय 45

सही



5. नाव: राजू सिताराम कदम
पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे
गल्ली/रस्ता:
ईमारतीचे नाव:
ईमारत नं:
पेट/वसाहत:
शहर/गाव:
तालुका:
पिन:
पॅन नं:

लिहून देणार

वय 31

सही



6. नाव: एकनाथ अशोक पोखरे
पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे
गल्ली/रस्ता:
ईमारतीचे नाव:
ईमारत नं:
पेट/वसाहत:
शहर/गाव:
तालुका:
पिन:
पॅन नं:

लिहून देणार

वय 41

सही



वदर IV

92136/92

2009

वदर - 3 OF 1

80497/59

2009

प्रत्येक ठेणार सहायकीत (मुखत्यारनामा) दस्तऐवज करून दिल्यास ठहूर करताना.

दस्त गोपवारा भाग - 2

92

वदरा

दस्त क्रमांक (12837/2009)

दस्त क्र. (वदरा-12837-2009) या गोपवारा
बाजार मुख्य 0 मोयदला 0 भरवले मुद्रांक शुल्क : 300

दस्त हजर केल्याचा दिनांक : 19/12/2009 05:37 PM

निष्पादनाचा दिनांक : 17/12/2009

दस्त हजर भरणा-बाबी वही

पावती क्र.: 12922 दिनांक: 19/12/2009

पावतीचे वर्णन

नांव: जगदीश भगवानदारा आहूजा

100 : नोंदणी फी

250 : नक्कल (अ. 11(1)), फटाक्याची नोंद (अ. 11(2)).

रुजवात-(अ. 12) व छायाचित्रण (अ. 13) :-

एकत्रित फी

360: एकूण

दु. निबंधकाची सही, अंधेरी 1 (सं. 7)

दस्तावा प्रकार : 48) मुखत्यारसामा

शिवका क्र. 1 ची वेळ : (सादरीकरण) 19/12/2009 05:37 PM

शिवका क्र. 2 ची वेळ : (फी) 19/12/2009 05:42 PM

शिवका क्र. 3 ची वेळ : (फटाका) 19/12/2009 05:43 PM

शिवका क्र. 4 ची वेळ : (अंमल) 19/12/2009 05:43 PM

दस्त भोंव केल्याचा दिनांक : 19/12/2009 05:43 PM

ओळख :

खालील इंसम असे नियेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीश ओळख
य यांची ओळख पटविताना.

1) दीपक शिंदे - घर/प्लॉट नं: 3/882

गल्ली/रस्ता :-

इमारतीचे नाव :-

इमारत नं :-

पेठ/महाराष्ट्र :-

शहर/गाव :-

तालुका :-

पिन :-

2) पदधन दाळू सुर्यनाथ - घर/प्लॉट नं: वरीलप्रमाणे

गल्ली/रस्ता :-

इमारतीचे नाव :-

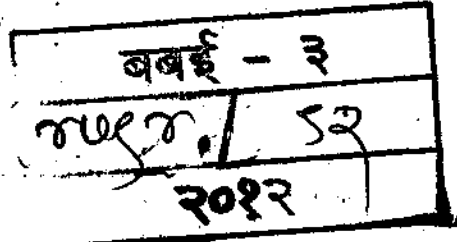
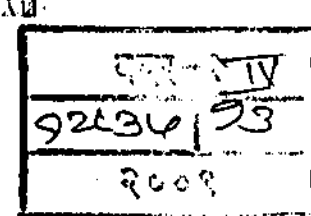
इमारत नं :-

पेठ/महाराष्ट्र :-

शहर/गाव :-

तालुका :-

पिन :-



प्रमाणित करण्यात येते की, या
दस्तावाची नोंद 93 पावे आहेत.

वदरा 92436/2009

दस्तावाची नोंद 92436/2009

दस्तावाची नोंद 92436/2009

दस्तावाची नोंद 92436/2009

95

91



1954 - 5	
over	53

11/11/11

दस्त गोषवारा भाग-2

97

बबई3

दस्त क्रमांक : 4794 / 2012

Monday, May 21, 2012

12:11:40PM

दस्त क्रमांक :- बबई3 / 4794 / 2012

दस्त गोषवारा प्रकार :- करारनामा

शिक्का क्र.3 ची वेळ:(कयुली) May 21 2012 12:10PM

शिक्का क्र.4 ची वेळ:(ओळख) May 21 2012 12:11PM

शिक्का क्र.5 ची वेळ:(नॉदणी) May 21 2012 12:11PM

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1

नाव:मिनेश सी गजेरा

Purchaser/Buyer/Executor2

पत्ता:21-22 सुरज को ही सोसा लि , 71 भुलाभाई देसाई वय :- 30

रोड

पिन नंबर:AGIPG4691B

(Signature)



सही

2

नाव:- श्री अहुजा प्रोपर्टीज आणि रिअल्टर्स प्रा लि चे Saler/Executor1

जगदीश वी अहुजा तर्फे मुखत्यार संतोष कदम वय :- 33

पत्ता:199 व्ही एन स्पेरे , 3 रा मजला , शोपर्स स्टोप

समोर , बांद्रा

(Signature)



सही

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.

ओळख

खालील इसम असे नियेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटयितात

अनु क्र. ओळखीचे नाव व पत्ता

1

नाव:भावीन - शाह

वय:29

पत्ता:170 हिंदु कोलनी , दादर

पिन कोड:14

(Signature)



2

नाव:प्रसाद - फडणीस

वय:25

पत्ता:170 हिंदु कोलनी , दादर

पिन कोड:14

(Signature)



सह दुर्य्य निबंधक
मुंबई शहर क्र. ३

3/24 / 2012

INCOME TAX PAN SERVICES UNIT

(Managed by National Securities Depository Limited)

3rd Floor, Sunrise Chambers, Near Baner Telephone Exchange,
Baner, Pune - 411 045.

94
923

Dear Sir / Madam,

Pan No. AGIRC4691B

Your application for change in details in PAN card has been processed as per
changes/notifications submitted by you.

We request you to continue making of PAN as you have been asked to make for payment
of taxes to be paid. It is the accurate details furnished to you for better processing of
return of income and other matters on all occasions with the department as it
helps to improve services.

For more information, please visit the website www.incometax.gov.in for various
information and service conditions. This site also contains details of the various



LAYERSHAW & CO. PVT. LTD.
CHARTERED ACCOUNTANTS

Monday, May 21, 2012
12:05:03 pm

नॉदणीपूर्व गोषवारा

दुय्यम निबंधक: सह दुय्यम निबंधक मुंबई शहर

दस्त क्रमांक:

टोकन क्रमांक:4794/2012

- (1) विलेखाचा प्रकार
- (2) मोबदला
- (3) बाजारभाव(भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)
- (4) आवश्यक मुद्रांक शुल्क
- (5) आवश्यक नोंदणी फी
- (6) दस्त निष्पादित केल्याचा दिनांक
- (7) गावाचे नाव
- (8) पृष्ठांची संख्या
- (9) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)
- (10) मालमतेचे इतर वर्णन

करारनामा

रु.192,045,000/-

रु.107,595,518/-

रु.9,602,250/-

-----/-

16/05/2012

लोअर परेल

97

सि.टी.एस. नंबर-सि.टी.एस. नंबर -- 1103

एक पी न 1087 टि पी एस IV , --सदनिका न बी 22 , 21 वा मजला , अह्जा टॉयर्स , राजाभाऊ देसाई मार्ग , प्रभादेवी मु 25.

सुचना

- 1) ही माहिती पक्षकारांनी साक्षात्कृत केलेल्या इनपुट फॉर्मवर आधारित आहे.
- 2) दस्ताची माहिती संगणकावर घेण्यात आली. याचा अर्थ दस्त नोंदणीसाठी स्वीकारला असा नाही. दुय्यम निबंधक दस्त नाकारू शकतात किंवा नियमानुसार योग्य ती अन्य कार्यवाही करू शकतात.
- 3) बदल/दुरुस्ती कराव्यात, लागू नसलेला मजकूर सोडावा.
- 4) क्रमांक 1,2,3,4,5,6 मध्ये बदल करता येणार नाही.

(11) क्षेत्रफळ

304.76 चौ.मीटर

(12) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

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

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

1) नाव:- श्री अह्जा प्रॉपर्टीज आणि रिअल्टर्स प्रा लि चे जगदीश बी अह्जा तर्फे मुखत्यार संतोष कदम;वय:- 33;पत्ता:- 199 व्ही एन स्पेरे , 3 रा मजला , शोपर्स स्टॉप समोर , बांद्राफिन कोड:- 50; फोन नंबर:- AALCS1139C

1) नाव:- कितेश सी गजेरा;वय:- 30; पत्ता:- 21-22 सुरज को हौ सोसा लि . 71 भुलाभाई देसाई रोड;पिन कोड:- 6; फोन नं:- AGIPG4691B;

नोंदणीपूर्व गोषवारा-यामध्ये इनपुट फॉर्म प्रमाणे अचूक डेटा एन्ट्री करण्यात आली आहे.

नोंदणीपूर्व गोषवारा तपासून पाहिला. तो बरोबर आहे/रवाच्यात नमूद केलेल्या दुरुस्ती कराव्यात.

(पक्षकाराची स्वाक्षरी)

(डाटा एन्ट्री ऑपरेटरची स्वाक्षरी)

नोंदणीपूर्व गोषवारा इनपुट फॉर्म प्रमाणे आहे व याचा मेळ मुळ दस्ताशी घेण्यात आला आहे.पक्षकाराने नमूद केलेले बदल/दुरुस्ती याचा समावेश करण्यात आला आहे.

(सह दु. नि. मुंबई शहर क 3 स्वाक्षरी)

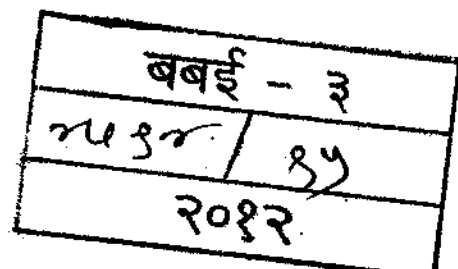
मुल्यांकनासाठी विधायक घेतलेला तपशील:-

1)गाय:- स.नं:- क्षेत्रफळ:-

मूद्रांक शुल्क आकारताना निवडलेला अनुच्छेद:-

A. Greater Bombay

नोंदणी फी माफी असल्यास तपशील :-





Monday, May 21, 2012
12:09:10PM

दस्त गोषवारा भाग-1

96

बवई 3
दस्त क्रमांक : 4794/2012
1 <i>ch</i>

दस्त क्रमांक : बवई 3 / 4794 / 2012

बाजार मूल्य: रु.107,595,518/-

मोबदला: रु.192,045,000/-

भरलेले मुद्रांक शुल्क: रु.9,603,000/-

दु.नि.सह दुय्यम निबंधक मुंबई शहर 3 यांचे कार्यालयात

अ.क्र.4794 वर दि.21/05/2012

रोजी 11:56:44:000AM वा. हजर केला.

पावती

सादर करणाराचे नाव:मितेश सी गजेरा

नोंदणी फी :

रु.30,000.0

दस्त हाताळणी फी :

रु.1,940.0

पृष्ठांची संख्या : 95

एकूण

रु.31,940.0

Q. J. J. J.

दस्त हजर करणा-याची सही :-

सह दु. नि. मुंबई शहर क्र 3

सह दु. नि. मुंबई शहर क्र 3

शिवका क्र.1 May 21 2012 12:07PM ची वेळ:(सादरीकरण)

शिवका क्र.2 May 21 2012 12:08PM ची वेळ:(फी)



प्रमाणित करणेत येते की, दस्तामध्ये

एकूण *१०* पाने आहेत. पुस्तक

क्रमांक १, बवई-३ *४००८* २०१२

नोंदला.

दिनांक 21 MAY 2012

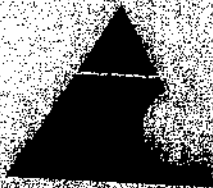
सह दुय्यम निबंधक, मुंबई शहर-३

This date 16th day of May

To, Shri / Smt. / M/s. MR. MITESH C. GATE

Agreement for Sale

Apartment no. 22 on 21st floor
in B tower



AHUJA CONSTRUCTION
The art of extraordinary living

Ahuja Constructions, V.N. Sphere, Level Three, 199 Linking Road,
Bandra (West), Mumbai-400 050; Tel: +91 22 66205005; Fax: +91 22 66205006
www.ahujagroup.com