



Thursday, July 03, 2014  
11:06 AM

पावती

Original/Duplicate

नोंदणी क्र. 39म

Regn. 39M

पावती क्र. 7047 दिनांक: 03/07/2014

गावाचे नाव: एकसर

दस्तऐवजाचा अनुक्रमांक: बरल-5-6457-2014

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: सत्येन्द्र सुखराम साहू

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1420.00

पृष्ठांची संख्या: 71

एकूण:

रु. 31420.00

आपणास मूळ दस्त, बॅबनेल प्रिंट, सूची-२ व सीडी अंदाजे 11:24 AM ह्या वेळेस मिळेल.  
सह दु. नि. का. बोरिवली 5

बाजार मूल्य: रु. 7168785.75/-

मोबदला: रु. 7170000/-

भरलेले मुद्रांक शुल्क: रु. 358500/-

१४ दिवस निषेधक बोरिवली क्र. ५,

पूर्वा उपनगर विव्हा.

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH001295686201415R दिनांक: 18/06/2014

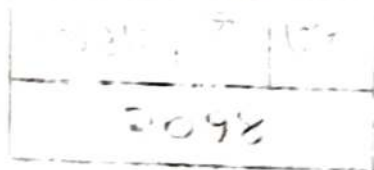
बँकेचे नाव व पत्ता: IDBI

2) देयकाचा प्रकार: By Cash रकम रु. 1420/-

*[Signature]*

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**Bank - IDBI BANK**

Only for verification-not to be printed and used

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SHRI/SMT SATYENDRA SUKHRAM SAHU &  
PAWAN KALURAM VISHNOI

having his/her address at  
A/303 Gobind Chhaya CHS Ltd. Prem Nagar  
Building No. 7 Next to MCF Garden,  
Borivali West, Mumbai 400092

hereinafter referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include heirs heirs, executors and administrators) of the OTHER PART;

**WHEREAS:**

i) Mr. Kisan Sitaram Thakur (for short "the original Owner") is seized and possessed of or otherwise well and sufficiently entitled to an immovable property together with a building standing thereon known as Kamla Nivas and situate, lying and being at Village Eksar, Taluka Borivli in Mumbai Suburban District and described in the Schedule hereunder written (for short "the said property").

ii) The rooms in the said building Kamla Niwas was let out to various monthly tenants who were in occupation of the respective tenements paying monthly rent to the said original owner.

बरल - ५	
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(ii) The said structures were in a dilapidated condition. As a result, it was decided to be demolished and re-construct a new building.

Accordingly the said original owner negotiated with the said tenants and as a result thereof some of the tenants have surrendered their tenancy rights and handed over vacant possession of their rooms to the said original owner. The original owner thereafter filed a Suit for eviction against the remaining tenants and have arrived at compromise where under he has agreed to provide to them permanent alternate



accommodation in the new building proposed to be constructed on the said property after demolition of the existing structure and Decrees have been passed in the said Suit.

v) By an agreement for development cum sale dated 27<sup>th</sup> November 2012 and made between the original owner of the one part and the Sellers herein of the other part and duly registered with the Joint Sub-Registrar of Assurances, Borivli-5, Mumbai Suburban District under No.BRL-5/1294 of 2013. The said original owner agreed to grant development rights in respect of the said property to the Sellers herein together with the benefit of the said Decree passed in the said Suit.

vi) The said original owner has also executed and delivered a power of attorney in favour of the Sellers herein authorizing the Sellers to redevelop the said property and for the purpose to do all the acts, deeds, matters and things.

vii) In pursuance of the said agreement the Sellers have submitted the building plans to the Municipal Corporation and obtained IOD bearing No.CHE/A/5173/BP (WS)/AR of 2013-14 dated 18<sup>th</sup> June 2013. The said Sellers have also demolished the said structure Kamla Nivas and the Municipal Corporation has issued Commencement Certificate on 19<sup>th</sup> September, 2013.

viii) The Sellers have purchased the TDR FSI of 440 sq.mts. from the open market and have amalgamated the said with the said property.



बरल - ५/	
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ix) Under the said agreement dated 27<sup>th</sup> November 2012 the Sellers have agreed to provide the said permanent alternate accommodation to the said tenants in the new building proposed to be constructed on the said property free of cost on ownership basis and have agreed to join them as members of the Society of the flat purchasers of the new building proposed to be constructed on the said property and also the Sellers have agreed



with the said original owner to provide him in the form of constructed area towards consideration payable under the said agreement.

- x) In accordance with the prevailing Development Control Regulations of Greater Mumbai, the Sellers are entitled to utilize and consume outside Floor Space Index by way of Transferable Development Rights, by treating the said Entire large property as a recipient Plot or the base land.
- xi) The Sellers have got the building Plan sanctioned, at present consuming the FSI available and have planned out the Development of the said property in such a way that the Sellers can consume the minimum FSI 653.70 square meters including the said TDR FSI of 653.70 sq.mts., the Fungible FSI and area available by payment of the premium or otherwise at concessions available as per prevailing rules and regulations and with the provisions to avail of, load and utilize the further F.S.I. by amending the building plans from time to time.
- xii) The sellers have now got the building plans sanctioned under file No.CHE/A-5173/BP(WS)AR of 2013-2014. The sellers have purchased outside TDR FSI to the extent of 440.00 sq.mts. and permissible additional 33% T.D.R FSI 213.70 sq. mtrs. The Sellers shall also purchase the Fungible FSI TDR FSI which can be consumed on the said property. On the basis of the proposed construction at the site of the property, the sellers have got the RCC building plans prepared and sanctioned from Municipal Corporation so as to consume all permissible FSI thereon.
- xiii) The Sellers have decided to name the entire project as "KAMLA ENCLAVE";

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- xiv) The Sellers have obtained all other necessary approvals and permissions from the concerned authorities for the development of the said Properties.
- xv) The Sellers have entered into a standard agreement with Sanjay V. Shah, Architect registered with the Council of Architects and the said agreement is as per the agreement prescribed by the Council of Architects.
- xvi) The Sellers have appointed a Structural Engineer, Mr. N. H. DESAI for the preparation of the structural design and drawings of the building and the Sellers accept the professional supervision of the said Architect and the structural Engineer till the completion of the said building.
- xvii) The Sellers have got the building plans sanctioned in respect of the proposed building comprising of two wings one of stilt + 5 upper floors and the other of stilt + 7 upper floors.

- xviii) The Sellers alone have the sole and exclusive right to sell/allot the flat/stilt premises/ open parking places/ stilt area, in the said building from their entitlement and to enter into agreements with the Purchaser/s of the premises and to receive the sale price in respect thereof.



The Purchaser/s has/have demanded from the Sellers and the Sellers have given inspection to the Purchaser/s of all the documents of title relating to the said land the IOD, C.C i.e. the plans, designs and specifications prepared by the Sellers' Architects and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "the said Act") and the rules made there under and have been annexed hereto and marked ANNEXURE 'A'.

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- xx) The copies of Certificate of Title issued by the Advocate of the Sellers, copies of Property Register Card showing the nature of the title of the Sellers to the said land on which the said premises are to be constructed, of the IOD plans and specifications of the premises agreed to be purchased by the Purchaser/s approved by the concerned local authority have been annexed hereto and marked ANNEXURE "B" (colly.).
- xxi) While sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Sellers while developing the said land and the said building and upon due observance and performance of which only the completion and occupation certificate in respect of the said building shall be granted by the concerned local authority.
- xxii) The Sellers have accordingly commenced construction of the said building in accordance with the said plans.
- xxiii) The Purchaser/s has/have approached to the Sellers for allotment of the commercial premises shops/office premises/ flat/ open parking place/ basement/ podium/stilt in the said building.
- xxiv) The Sellers have offered inspection of all the documents referred to herein and the Purchaser has taken inspection thereof prior to the execution of these presents.
- xxv) The Sellers agreed to sell to the Purchaser/s the premises at the price and on the terms and conditions hereinafter appearing.

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- xxvi) Under Section 4 of the said Act, the Sellers are required to execute a written agreement for sale with the Purchaser/s, being in fact these presents and also a written agreement under the Registration Act.





xxvii) The Purchaser/s have/has paid a sum of Rs. 3126600/- (Rupees Thirty One Lakh Twenty Six Thousand only) to the Seller as and by way of earnest money of the sale price of the said unit agreed to be sold by the Seller to the Purchaser/s (payment and receipt whereof the Seller do hereby admit and acknowledge and discharge the Purchaser/s from the same);

xxviii) The parties are desirous of recording the terms and conditions arrived at between them.

**NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -**

1. The Sellers shall construct the said building comprising Residential flats on the said portion of said property described in the Schedule hereunder written with a provision to construct further more upper floors on the said Building in accordance with the plans, designs, specifications approved and to be amended by the concerned local authority from time to time and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Sellers may consider necessary for getting the further plans sanctioned containing balance F.S.I. credit/T.D.R., additional FSI or otherwise as may be available related to on the said property to the fullest extent as may be required by the concerned authority.

Provided that the Sellers shall obtain prior consent of the Purchaser/s only in respect of such variations or modifications which may adversely affect the said Unit which the Purchaser agreed to be purchased under this Agreement.

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2. The Purchaser/s hereby agrees to purchase from the Sellers and the Sellers hereby agree to sell to the Purchaser/s a Flat bearing No. 503 on 5<sup>th</sup> floor in "A" Wing admeasuring 55.29 sq. mtrs. (carpet area) and as shown in the floor plan thereof hereto annexed and marked ANNEXURE "C", in the building known as "KAMLA"



**ENCLAVE**" (hereinafter referred to as "the Unit") for an agreed lump sum price of Rs. 71,70,000/- (Rupees Seventy One Lakh Seventy Thousand Only — only) is including

proportionate price of the common areas (excluding the restricted/limited area) and facilities appurtenant to the said unit, the nature, extent and description of the common areas and facilities which are more particularly described in the **ANNEXURE "D"**. The Sellers have retained with them the restricted facilities and amenities mentioned in **Annexure-D** hereto. The Purchaser/s shall pay agreed price of Rs. 71,70,000/- (Rupees Seventy One Lakh Seventy Thousand — only) for

the said Unit by the cheques to be drawn in favour of Sellers. The Purchaser/s have paid Rs. 31,26,600/- (Rupees Thirty One Lakh Twenty Six Thousand Six Hundred only) as earnest amount to the Sellers on or before execution of this

agreement.	The Purchaser/s
amount of purchase price in the	following manner:
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hereby agrees to pay to the Sellers in the following manner:

- (i) Rs. 6,06,510/- 15% on or before casting of 1<sup>st</sup> Slab.
- (ii) Rs. 3,23,472/- 8% on or before casting of 1<sup>st</sup> Slab.
- (iii) Rs. 3,23,472/- 8% on or before casting of 2<sup>nd</sup> Slab.
- (iv) Rs. 3,23,472/- 8% on or before casting of 3<sup>rd</sup> Slab.
- (v) Rs. 3,23,472/- 8% on or before casting of 4<sup>th</sup> Slab.
- (vi) Rs. 3,23,472/- 8% on or before casting of 5<sup>th</sup> Slab.
- (vii) Rs. 3,23,472/- 8% on or before casting of 6<sup>th</sup> Slab.
- (viii) Rs. 3,23,472/- 8% on or before casting of 7<sup>th</sup> Slab.
- (ix) Rs. 3,23,472/- 8% on or before casting of 8<sup>th</sup> Slab.
- (x) Rs. 3,23,472/- 8% on or before completion of brick work and plaster work of the said Flat.
- (xi) Rs. 2,02,170/- 5% on or before completion of Plumbing work.
- (xii) Rs. 2,02,170/- 5% on or before completion of Flooring/Tiling work.
- (xiii) Rs. 1,21,302/- 3% being the balance consideration amount to be



paid on a notice issued by the Sellers to the Purchaser/s that the said unit/premises is ready for use.

TIME SHALL BE ESSENCE OF THE CONTRACT FOR PAYMENT OF EACH OF THE ABOVE INSTALLMENTS AS WELL AS ANY AMOUNT PAYABLE UNDER THIS AGREEMENT.

Provided always that the Power of termination herein before contained shall not be exercised by the Sellers unless and until the Seller shall have given to Units Purchaser/s fifteen days prior notice in writing of his/her/their intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice:



Provided further that upon termination of this agreement aforesaid, the Sellers shall refund to the purchaser/s the installment price of the said Units which may till then have been paid by the Purchaser/s to the Sellers after deducting there from 18% of the consideration amount as agreed damages suffered by the Sellers but the Sellers shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of this agreement, the Sellers, shall be at liberty to dispose off and sell the said Unit to such person and at such price as the Sellers may think fit.

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In accordance with the provisions of Income Tax Act 1961 the Purchaser is under obligation to deduct the TDS of 1% of the consideration amount and the Purchaser shall deduct 1% at the time of payment of each installment and the pay same to the Government Treasury and within 7 (Seven) days of such payment obtain and furnish the required challan / certificate to the Sellers. In the event the Purchaser fails to deduct such amount and/or to pay such amount to the Government Treasury then the Purchaser alone shall be alone liable to suffer or incur all the consequences arising there from including to reimburse the damages or loss which may be suffered or incurred by the Sellers by reason of non-deposit of such amount in

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the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Sellers.

3. The Purchaser is aware of that the Government of Maharashtra has announced the amendment to The Maharashtra Value Added Tax Act, 2002, making the said Act applicable to sale transaction contemplated herein by levying 1% Value Added Tax (VAT) on the contract price of flats mentioned in the Agreement for Sale registered after 1<sup>st</sup> April, 2010. In compliance of the aforesaid, the Purchaser hereby agrees to furnish to the Sellers a Demand Draft/Pay Order of Rs. 71,700/- being 1% on the said purchase price and/or any additional amount (due to enhancement in the percentage of Value Added Tax by Government of Maharashtra on the said purchase price) as the case may be, in favour of the prescribed authority being the amount payable towards Value Added Tax as and when demanded by the Sellers.

4. In addition to that the installments, the Purchaser shall simultaneously therewith also be liable to bear and pay Service Tax and/or other taxes on the said installments as may be applicable. The Purchaser hereby also agrees to pay to the Sellers, interest and/or penalty, if any, levied on the payment of the Value Added Tax and or the Service Tax and or any other taxes which may be

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The Purchaser is aware		



5. The Purchaser is aware of that as per present statute, Service Tax/VAT/GST are leviable / applicable on the sale consideration payable hereunder and consequently the amount of each installment payable by the Purchaser to the Sellers in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser hereby undertakes to pay the amount of the applicable Service Tax/VAT/GST along with each installment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. The Sellers shall not be bound to accept the payment of any installment unless the same is paid along with the amount of Service Tax/VAT/GST applicable thereon and the Purchaser shall be deemed to have committed default in payment of amount due to the Sellers hereunder if such payment is not

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accompanied with the applicable Service Tax/VAT/GST. Provided further that if on account of any change/amendment in the present statute or laws, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government, General Sales Tax or any other taxes become payable hereafter on the amounts payable by the Purchaser to the Sellers in respect of this transaction and/or aforesaid taxes levied is increased on account of any revision by Authorities, the Purchaser shall be solely and exclusively liable to bear and pay the same. If the same are not paid as aforesaid, the Purchaser shall be liable to pay the same with interest of 18% p.a. before taking possession of the said unit / premises and/or the said parking spaces, as the case may be, then in that event, the Purchaser hereby irrevocably authorizes the Sellers, and the Sellers shall be entitled, to adjust the unutilized amounts from and out of the amounts mentioned hereinabove towards the said taxes payable by the Purchasers. In the event the said utilized amounts are not sufficient to pay the entire said taxes payable by the Purchaser or the Sellers do not adjust the said unutilized amount for payment of the taxes payable by the Purchaser or the Sellers do not adjust the said unutilized amount for payment of the said taxes payable by the Purchaser, then in that event, the Purchaser shall forthwith on demand pay to the Sellers the amount payable by the Purchaser in order to enable the Sellers to pay the same to the concerned authorities. The Purchaser confirms that adjustment by the Sellers of the said unutilized amounts for payment of the said taxes as stated hereinabove will not absolve the Purchaser from making payments to the Sellers to meet the short fall of the said taxes payable by the Purchaser and the Purchaser shall pay the same without any protest and there shall be a charge on the said premises for such unpaid amounts (without prejudice to any other rights that may be available to the Sellers). Any breach of non-payment of any amount payable by the Purchaser towards VAT, Service Tax, G.S.T. or other taxes shall be construed as breach of this agreement by the Purchaser. The Purchaser hereby indemnifies and agrees to keep the Sellers indemnified for all times against any loss or penalty or prosecution that may be occasioned to the Sellers on account of the Purchaser failing to pay to the Sellers on demand the amount payable by the Purchaser towards the said taxes as provided hereinabove.



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*Signature*

*Signature*



6. The Purchaser shall make payments of total consideration / sale price / purchase price, VAT, Service Tax and other payments, as per the provisions of this Agreement. The Purchaser hereby agrees and authorizes the Sellers to appropriate the installments to be paid towards the price of the flat towards the amounts due and payable by the Purchaser to Sellers with reference to payment of VAT, Service Tax, G.S.T. and other dues under this Agreement and such adjusted amounts shall be the arrears of the total consideration / sale price / purchase price and the Purchaser in no event shall demure and protest the same in any manner whatsoever. The Purchaser shall be treated as default towards non payments of the total consideration / sale price / purchase price.

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The Purchaser/s agree/s to pay to the Seller/s being so intimated by the Seller to the Purchaser/s the following amount which shall not carry any interest and which shall not form a part of the purchase consideration amount within the stipulated period of time as mentioned in the said intimation.

- a) Rs. 25000/- /- for the formation and registration of the Society or the Condominium of Apartment Owners or the Limited Company, as the case may be. (Not to be accounted)
- b) Rs. 18000/- /- towards legal fees. (Not to be accounted)
- c) Rs. 650/- /- for share money, application and entrance fee of the Society or the Condominium of Apartment Owners or the Limited Company, as the case may be.
- d) Rs. 60,000/- /- towards reimbursement of the amount towards permanent non - refundable deposit for I.O.D. & Layout, electric meter deposit; water meter deposits and other deposits paid to the various authorities. (Not to be accounted)
- e) Rs. 60,000/- /- for Development Charges levied by the Brihanmumbai Municipal Corporation. (Not to be accounted)
- f) Rs.        /- towards contribution to the Maintenance Fund for and on behalf of the proposed Co-operative Society or the Condominium of Apartment Owners or

the Limited Company, as the case may be, which shall be ultimately handed over to the Co-operative Society or the Condominium of Apartment Owners or the Limited Company, as the case may be. Till the handing over of the charge to the Co-operative Society or the Condominium of Apartment Owners or the Limited Company, as the case may be, the Seller shall utilize the same for the payment of maintenance and taxes, as applicable.

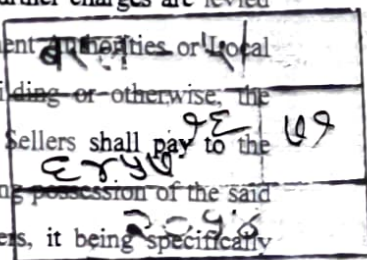
g) Rs. 75,000/- /- (@ Rs. — /- per sq.ft. to meet proportionate share of municipal taxes, water tax, common electric bills and other charges equivalent to 15 months maintenance as deposit, mentioned above.

h) Rs. — /- (@ Rs. — /- per sq. ft. Development charges.

Total Rs. 2,38,650/- /- (Rupees Two Lakh Thirty Eight Thousand Six Hundred fifty Only). The Sellers shall not be liable to render any account for the amounts so collected.

It is agreed by the Purchaser/s that the Seller shall not be liable to render any account for the amounts collected by/ from the purchaser/s.

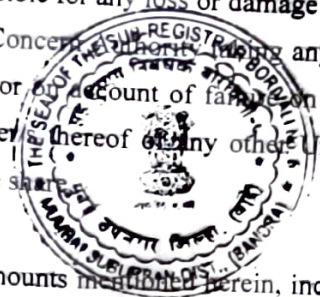
8. If apart from what is mentioned herein, any further charges are levied by or payment required to be made to any Government authorities or local bodies either on the said property or the said building or otherwise, the Purchaser/s on being asked upon to do so by the Sellers shall pay to the Sellers his/her share thereof before or after taking possession of the said unit as may be required or demanded by the Sellers, it being specifically understood that the Purchaser/s and other Purchaser/s of the Unit/s and/or society are liable to bear and pay the same and Sellers in no event or case is liable to pay the same. In case security deposit is demanded by the local authority for the purpose of granting water connection or for giving Occupation or Completion Certificate or otherwise and similarly if any deposit is required by the company supplying electric power or its successors



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for giving electric meter connections, then all such deposits or deposit shall be payable by the Purchaser/s of the units / car parking and the same shall be paid proportionately by the Purchaser/s. On obtaining the Occupancy Certificate from the Brihanmumbai Municipal Corporation, the Purchaser/s further agree/s that in addition to the aforesaid amounts, till the Unit Purchaser's share of expenses is determined, the Purchaser/s shall pay in advance or immediately on demand, to the Sellers such provisional amount proportionate to the said Unit as Quarterly Contribution towards all maintenance and outgoings. The Amounts and/or Deposits so paid by the Purchaser/s to the Sellers shall not carry any interest. The Purchaser/s undertake/s to pay regularly such provisional contribution, as may be required by the Sellers, for every Quarter in advance and shall not withhold the same for any reason whatsoever. In the event of default being committed by the Purchaser/s or by any of the Purchaser/s of any other Units, then and in that event, the Sellers shall not be bound to pay the outgoings for and on behalf of such Defaulting Purchaser/s. The sellers shall not be responsible, in the event of any Essential Supply being disconnected for the non payment of the dues as it shall only be the collective responsibility of the Purchaser/s who shall be deemed to be "Managers" under the provisions of The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, in respect of the Units, of which possession has been delivered by the Sellers, to the respective Purchaser/s. The Seller shall not be liable or responsible for any loss or damage suffered by the Purchaser/s, in case of any of the Concerned Purchaser/s taking any action for recovery of any dues, in the event of or on account of failure on part of the Purchaser/s herein and/or the Purchaser/s thereof of any other Units, in the said building, to pay such proportionate share.

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९.	The Purchaser/s shall pay the amounts mentioned herein, including the installments on their respective due dates, without fail and without any delay or default, as time in respect of the said payment, is <u>The Essence Of The Contract</u> .	
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The Sellers will forward to the Purchaser/s intimation of the Sellers having carried out the construction at the address given by the Purchaser/s, under this Agreement and the Purchaser/s shall be bound to pay the amount of installments, within seven days of the Sellers dispatching the intimation under certificate of posting or in any other manner, at the address



of the Purchaser/s as given in these presents. The Sellers shall keep a certificate of their Architects, certifying that the Sellers have completed the work and such Certificate will be open for Inspection by the Purchaser/s at the Office of the Sellers, which shall be binding on the Purchaser/s.

10. If the Purchaser/s make/s any delay or default in making payment of any installments or any other amount, mentioned herein the Sellers shall without prejudice to their other right be entitled to charge interest at the rate of 18 percent per annum, on the defaulted amount from the date of default, till the date of the actual payment. Without prejudice to the aforesaid, on the Purchaser/s committing any default, in payment of any installments on their respective due dates, to the Sellers under this Agreement (including his/ her/ their proportionate share of taxes, levied by the concerned Local Authorities and other Outgoings) or on the Purchaser/s committing any breach of any of the terms and conditions herein contained, on giving fourteen days prior Notice in writing, the Sellers shall be entitled to terminate this Agreement provided during the said period the Purchaser/s fail to remedy the breach committed by him/ her/ them. In such an event, the Purchaser/s, shall not have rights, of any nature whatsoever, either in the said Unit and/or under this Agreement, and/or against the Sellers. Provided further that in the event of the sellers choose to terminate this agreement, the Sellers shall refund to the Purchaser/s all the amounts, received by them from the Purchaser/s, after deducting therefrom, the Earnest Money paid by the Purchaser/s, which the Sellers shall be entitled to receive, on the failure on part of the Purchaser/s to comply with terms of this Agreement. Provided further that, if the Purchaser/s have only paid the Earnest Money, upon the execution hereof, then and in that event, the said entire Earnest Money, shall stand forfeited, in favour of the Sellers. These terms and conditions have been agreed upon and decided by and between the Parties hereto, in advance. The Purchaser/s after deducting any amount paid by the Sellers as Brokerage to Agents, who may have brought about this transaction shall accept the said Refund if any, without raising any dispute, of any nature whatsoever, and on failure and/or refusal to accept the said Refund, if any, the same shall be deposited in a Nationalized Bank, in name of the Sellers, which shall be a good, proper and valid discharge for the same, to the Sellers, which the Purchaser/s hereby agree and confirm. Provided further that the Sellers shall refund, if any, the



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the said Refund if any,	

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said amount mentioned herein, out of the sale proceeds of the said Unit which may be available, only out of the sale and transfer of the said Unit, to any other perspective Purchaser/s thereof. However, on the expiry period of Fourteen days, from the issue of the Notice mentioned herein and during the said period, if the Purchaser/s fail/s to remedy the breach committed by him/her/ them, the Sellers shall have an absolute right, to sell and transfer the said Unit to any third party, without any reference to and/or recourse to the Purchaser/s, which the Purchaser/s hereby agree/s and confirm/s.

11. The Purchaser/s hereby declares that before execution of this Agreement, the Sellers have made full, free and complete disclosure and the Purchaser/s have taken full, free & complete inspection of particulars and disclosure of the following: -

(a) Nature of THE Original Owner and Sellers' title to the said property described in the First Schedule hereunder written as also copies of the various orders passed as mentioned in the Title Certificate of the Sellers annexed hereto along with all relevant papers and proceedings mentioned therein.



बसल - ५		
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(b) All plans and specifications duly approved and sanctioned by Brihanmumbai Municipal Corporation to be built upon the said property;

(c) Nature and particulars of fixtures, fittings and amenities to be provided in the building to be constructed on the said property;

(d) All particulars of design and materials to be used in construction of the building on the said property;

(e) The nature of organization of persons to be constituted and to which the title is to be passed being either a co-operative housing society

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governed by the provisions of the Maharashtra Co-operative Societies Act, 1960, or a private limited company to be governed by the provisions of the Companies Act, 1956 and/or an Apartment Owners' Association to be governed by the Maharashtra Apartments Ownership Act, 1970;

- (f) The various amounts that are to be paid inter alias towards the ground rent, revenue assessment, Development/betterment charges municipal and other taxes and water and electricity charges, including water deposit and electricity deposits and corpus fund or other deposits levied from time to time and as are for the time being in force.
- (g) The Purchaser/s hereby declares that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Sellers as aforesaid, as well as the terms and conditions hereinafter mentioned, the Purchaser/s with full knowledge thereof entered into this Agreement.



12. The Sellers are entitled to retain and deal with the restricted amenities in the nature of stilt/parking open car parking spaces, stilt, terrace, a terrace attached to the Unit, hoarding rights, level, rights to install antennas, V Set, T.V./Cable Tower and all such other amenities, which are in the nature of restricted amenities mentioned in **Annexure-E** hereto. The said restricted amenities are not available to any of the Unit Purchasers, save and except to whom the same is specifically allotted. The Sellers shall be at absolute liberty to allot any of the restricted amenities to such Purchaser/s for such consideration and on such terms and conditions as they may deem fit. If the same are allotted to any of the Purchasers, then, in that case, the same shall be mentioned by the Sellers under the head "**Extra Facilities**" mentioned in **Annexure E**. In such case only such purchaser/s shall be entitled to the same. The Purchaser/s herein or any other purchasers shall not have any right to

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object/challenge the right of the Sellers or such allotment by the Sellers of any of the restricted amenities to any Purchaser's of Sellers' choice and if any Purchaser's challenge this right of the Sellers, the same shall be construed as breach of this agreement and the Sellers shall be entitled to rescind this agreement at their sole discretion. The Sellers shall be entitled to retain any of the units including the restricted amenities with themselves.

13. The Sellers have informed the Purchaser/s and the Purchaser/s hereby agree/s, confirm/s and declare/s or otherwise empower/s, the Seller, as follows:

- (a) The Seller so long as they are permitted by the Municipal or other Authorities, for all times in future, shall be entitled to vary, amend and/or modify any of the approved building Plans, and/or the Layout Plans and/or curtail or add any Amenities and/or Facilities, and similarly shall be entitled to shift and/ or relocate unit agreed to be sold to purchaser and/ or any Garden or Recreation Area and/or an Open Area or otherwise so as to exploit the fullest commercial potential of the said property. In the event the purchaser/s are not agreeable for such relocated unit, then this agreement shall stand terminated and the Sellers shall pay the consideration received within 30 days without interest and the Purchaser shall be bound to accept such consideration. In such an event the Sellers shall be entitled to sell such relocated unit to any person or persons as they may deem fit.



बरल - ५	
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- (b) The Sellers shall be entitled to demolish the existing or new structure/s or any part of parts or portion thereof or put up any construction in the Open Space as may be permissible by Brihanmumbai Municipal Corporation.

- (c) The Sellers shall be entitled to consume such F.S.I. as may be available in respect of the said property or any part thereof or otherwise on the said property at present or in future and for the purposes of consuming such balance and/or additional F.S.I., to

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construct extensions and/or additional floors as the Sellers may think fit and proper.

- (d) The Purchaser/s and/or the Society or Association of the Purchasers of all the units shall not raise any objection on any ground as to the Seller's rights, reserved hereunder.
- (e) The Sellers shall also be entitled to consume additional F.S.I. and/or balance F.S.I., T.D.R. available under D.C. Rules or by any special concession being granted by the Brihanmumbai Municipal Corporation or any other authorities including the F.S.I. available in lieu of the road widening, set back, reservation etc. of the adjoining property acquired by the sellers or increase in FSI by introduction of new acts or rules or policy or by amendment or modification of the present rules and regulations.
- (f) Except not to reduce the area of the said Unit, the Seller shall have full and absolute rights and discretion to do all acts, so as to exploit fullest commercial potential of the said property.
- (g) Under the present Agreement, the Seller has ~~agreed~~ and transfer only the said Unit and nothing else.
- (h) The possession of the said unit/s shall be offered to the Purchaser/s only after the purchaser/s making the full and total payment of the consideration and all the amounts payable as mentioned herein to the Sellers. Purchaser/s shall take the possession of the said Unit, without raising any disputes of any nature whatsoever, within 7 days from the date of the intimation being given by the Sellers. The Purchaser/s shall be liable to pay taxes, maintenance and other charges from the date of expiry period of imitation, irrespective as to whether the Purchaser/s takes possession of the said Unit or not. In the case of Non-Payment, the Sellers shall be entitled to exercise various rights and options available under this Agreement and in due course of



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- (i) The Sellers shall be entitled to consume such F.S.I. as may be available in respect of the said property or any part or portion thereof at present and for all times, in future and shall always be entitled to utilize, construct and dispose of in their rights, any balance F.S.I. or any increase in F.S.I. even after the Deed of Conveyance, is executed in favor of the Co-operative Society or the Condominium of Apartment Owners or the Limited Company, as the case may be, which may be formed by the Unit Purchaser/s of the said building/s. Any such Deed of Conveyance or Final Document of Transfer shall always be subject to the paramount rights of the Sellers reserved herein. For the purpose of consuming such balance and/or additional FSI, The Sellers shall be at liberty to put up any horizontal vertical extension thereto and/or put up or construct any vertical or additional Floor/s and/or the new or additional Structure/Building, as the Sellers may deem fit and proper and to do all such things, as may be necessary for this purpose.



- (j) The Seller shall be entitled to consume additional and/or balance F.S.I. now available or which may hereafter become available under D.C. Regulations or by reason of any special concession being granted by Municipal Corporation of Greater Mumbai or any other Authorities (including F.S.I. available in lieu of the D.P. Roads, Setback Reservations, Slums, Heritage, etc.) of other properties or by enactment of new act or rules and regulations or amendment to the existing rules and regulations.

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- (k) In the event of any additional F.S.I. or Transferable Rights or floating F.S.I. or similar rights (whatever be its nomenclature) becoming available in respect of the said property more particularly described in the first schedule hereunder written, at any point of time in the future, the benefit of such increase shall continue to belong absolutely to the Seller who shall be entitled to take advantage of and/or

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benefit of such F.S.I. or Transfer of Development Rights or otherwise and use or apply or consume the same on the said property or on any other property. The Purchaser/s by himself/herself/themselves and as a Member of the Common Organization covenant/s not to raise any claim, demand, objection or hindrance thereto. The said Additional F.S.I. which may become available to the Seller on or before or after due completion of the building, shall be utilized by the Seller without any consent of the Purchaser/s/ Managing Committee/ Proposed Ad hoc Committee/ and or Proposed Society or Common Organization, as the case may be.

- (l) Nothing contained in this Agreement is intended to be nor shall be construed as a grant demise or assignment in law of the said Unit or of the said property and Building/s or any part or portion thereof. The Purchaser/s shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him/ her/ them and all open spaces, lobbies, staircases, terraces, recreation spaces, etc. shall remain the property of the Seller until the said property and the building/s are conveyed in favour of the Society/Condominium of Apartment Owners Limited Company, as the case may be.



- (m) For all or any of the purposes mentioned herein under and/or under this Agreement, the Sellers shall be entitled to keep and/or store any construction materials on any part or portion of the said property and/or to have additional Electricity Supply and/or additional Water Supply and for the purpose of construction to do all such further acts, deeds, matters and things, as may be necessary. In such an event, the Purchaser/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any easement rights and/or any other rights, in the nature of easement or prescriptive or other rights of any nature whatsoever. The Purchaser/s directly and/or indirectly, shall not do any act, deed, matter or a thing, whereby the Sellers may be prevented from putting any such additional

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and/or new construction and/or shall not raise any objection and/or obstruction, hindrance or otherwise. The said act by the Purchasers shall be construed as breach of this agreement.

- (n) The Sellers shall be entitled to alter the terms and conditions of the Agreements to be executed relating to the other Units Premises in the said Building/s and including the User/s thereof and the persons who purchase the other Premises in the said Building/s shall be entitled to use the Premises acquired by them for such purpose as may be agreed to between the Seller and the said persons and as may be permissible under the Rules and Regulations of the Local and Statutory Bodies and Authorities. The Purchaser/s herein shall agree to the exercise by the persons who acquire Premises under such Agreements of his/her/their/its rights under the same but the Purchaser/s herein shall have no right to require the enforcement thereof or any of them at any time, now or in future.



- (o) Even if the Deed of Conveyance and/ or Document of Transfer is executed in favour of the Co-operative Society and/ or the Limited Company, as the case may be, the Purchaser/s is/are aware that the Sellers have retained to themselves the exclusive right of installing T.V. Cable and Dish Antennae, Net Work, receiving Tower for Mobile Network the terraces of the building/s constructed/ to be constructed on the said property including the said Building/s. The aforesaid rights are retained by the Seller to themselves and they shall be entitled to deal with and dispose of and/or assign the said rights in favor of such person or body corporate as the Seller may determine. The consideration received for such assignment shall belong to the Sellers alone. The Purchasers hereby declare that the Sellers and or their representatives or any other person or persons claiming through the Sellers shall be allowed or given free access to enter upon the terrace for the purpose relating to the installation T.V. Cable and Dish Antennae, Net Work, receiving Tower for Mobile Network and for such purposes as the Seller may require

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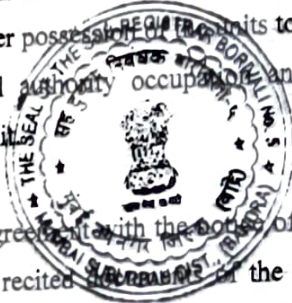
- (p) While the fixing consideration of the said Unit, proper consideration and due care and caution is taken of various powers or authorities mentioned herein, given by the Purchaser/s to the Seller.

14. The Sellers shall also be entitled as absolute owners to let out the said premises or the restricted amenities to any person or persons for such terms and conditions as they may deem fit and proper.

15. The Sellers hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said property to the Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Unit.

16. The Purchaser/s has entered into this Agreement with the notice of the terms and conditions of the said hereinabove recited. The Purchaser/s of the said property the said pending suits, and subject to the terms and conditions that may be imposed by the Brihanmumbai Municipal Corporation and other authorities concerned and also subject to the Sellers right to make the necessary amendments, modifications and/or changes in the building plans or the materials and other specifications and the rights reserved by the Sellers.

17. The Sellers hereby declare that as per the prevailing rules and regulations that the Floor Space Index that can be consumed on the said property is 1450.20 sq. mts. and such further FSI that may be available can be consumed on the said property. The Sellers are also be entitled to the balance potentiality and/or the FSI and/or the TDR and/or other FSI as may be available and for the purpose to raise additional Floor by amending the building Plans and the Purchasers hereby confirm and accord their irrevocable consent and have the knowledge as The Sellers have specifically pointed out the same to the Purchasers. As also the Sellers are also entitled to consume

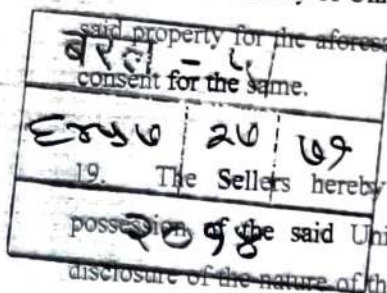


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further FSI as may be permissible under any law or circular or by way of concession, set back or payment of premium or by reason of change in the development rules and Policy or issuance of any circulars for the time being in force.

18. Only on completion of the Project and on the Sellers consuming the full permissible F.S.I. available in respect of the said property the Society of all the Purchasers of the said building shall be formed and notwithstanding the formation of the Society or the Conveyance being executed the Sellers hereby reserves their right to exploit the F.S.I. not consumed on the said property. The Purchaser/s confirms that the Sellers are and shall be entitled to the said property and all the benefit arising there from and have agreed only to sell the said Unit being subject matter of this Agreement and the purchaser's rights are restricted to the said Unit notwithstanding any statutory rights and if any, the Purchaser/s hereby waives all such rights. It is further agreed that in the event of the Purchaser/s disputing or challenging the rights of the Sellers then in such case the Sellers shall have right to terminate this Agreement notwithstanding the fact that the Purchaser/s has paid the full consideration amount and/or has been put into possession of the said Unit. The Sellers shall incorporate requisite covenants in the Deed of Conveyance if any, executed in favour of the society of Unit Purchaser/s reserving/retaining their rights in the said property for the aforesaid purpose and the Purchaser/s hereby accord the consent for the same.



19. The Sellers hereby agree that they shall, before handing over possession of the said Unit to the Purchaser/s shall make full and true disclosure of the nature of their title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said land, and shall, as far as practicable, ensure that the said land is free from all encumbrances and that the said society of the Sellers have absolute, clear and marketable title to the said land.



20. The fixtures, fittings and amenities to be provided by the Sellers in the Units and the said building area are those that are set out in ANNEXURE-F annexed hereto.

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21. The Sellers shall give possession of the Unit/Premises to the Purchaser on or before on receiving Occupation Certificate from MCGM. If the Sellers fails or neglects to give possession of the said Unit to the Purchaser/s on account of reasons beyond their control and of their agents as per the provisions of Section 8 of Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Sellers shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the Unit with simple interest at nine per cent per annum from the date the Sellers received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator under the Arbitration & Conciliation Act, 1996.

Provided that the Sellers shall be entitled to reasonable extension of time for giving delivery of the said Unit on the aforesaid date, if the construction of building in which the said Unit is to be situated is delayed on account of:

- (i) Non-availability of steel, cement, other building material, water or electric supply
- (ii) War, Civil commotion or Act of God
- (iii) Any notice, order rule, notification of the Government and/or other public or competent authority or any injunction by any Court of Law or any judicial offices.
- (iv) For the reasons beyond the control of the Sellers.



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22. If the TATA Limited / Reliance Energy Ltd. or any other local body or authority requires a substation to be put on the stipulated property, the costs, charges and expenses of the land and structure thereof shall be borne and paid by all the Unit Purchasers of the premises in the said building including the Unit Purchasers herein in proportion with the area of their respective premises.

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23. The Purchaser/s shall take possession of the said Unit within seven days of the Sellers giving written notice to the Purchaser/s intimating that the said Unit is ready for use and occupation.

20. It is further agreed that from the date of the Occupation Certificate being issued or otherwise in respect of unsold units the Sellers or their nominees shall pay the actual outgoings towards BMC taxes and the pro rata maintenance.

24. In the event of the Sellers deciding to retain the units restricted/limited amenities with them then they shall be entitled to let out or lease the units/amenities to any person without any consent from purchasers/the proposed Co. Op. Society Ltd., as the case may be. It is further agreed that neither of the unit holders/ owners of the said building shall be liable to pay any amount to the Society in the event of their restricted/limited amenities being let out on leave and license or long Lease to the prospective bona fide reputed parties.

25. The Purchaser/s shall use the said Unit for the purpose thereof or permit the same to be used for purpose of residential or other permissible user only.



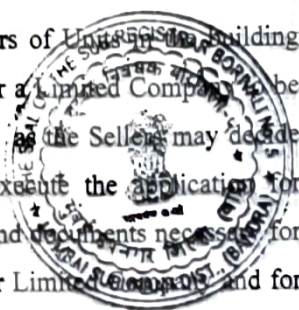
26. The Purchaser agrees and hereby gives his/her /their/its irrevocable consent that the Sellers shall have a right to make additions amendments and alterations in the sanctioned Building plans and/or to the said Buildings or any part thereof for any user or to change the user (excluding the said Unit) including to raise additional floors or structures on the land or open part or parts of the said building including on the terrace at any time either before or after transfer of the property and such right shall include this right to use the F.S.I. or the additional F.S.I. which may be available in respect of the said property or other lands at any time in future or to make such amendments/alterations in the sanctioned plans as may be permitted by the Brihanmumbai Municipal Corporation or other authorities and such additional structures or storeys or units shall be the sole property of the Sellers who shall be entitled to deal with or dispose of the same. The Sellers shall be entitled to put up such users like functional terraces, as also any public utility centers or units or for any purpose as may be allowed by any authority. The

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Purchaser/s shall not be allowed to make use of the terrace and parapet walls of the terrace which will be the exclusive property of the Sellers and the Sellers shall have the exclusive use of the said terrace and the parapet walls when the property is transferred to the Co-operative society subject to access thereto to the said Society to attend any leakage from the terrace and/or to the water tanks on the said terrace or to carry out any repairs. The Sellers shall also be entitled to display board and/or hoarding on the parapet walls of the said property or any part thereof or grant such right to any of the Sellers nominee/s by perpetual Lease or otherwise even if the said property is conveyed in favour of Co-operative Society or the Unit purchasers or Association of persons or body corporate as the case may be.

27. The Purchaser/s along with other Purchasers of the building shall join in forming and registering the society or a Limited Company to be known by such name **KAMLA ENCLAVE** or as the Sellers may decide and for this purpose from time to time sign execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the society or Limited Company and for becoming a member, including the bye-laws of the proposed society and duly fill in, sign and return to the Sellers within 7 days of the same being forwarded by the Sellers to the Purchaser/s, so as to enable Sellers to register the organization of the Purchaser/s under section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and Transfer Rules, 1964. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-Operative Societies or the Registrar of Companies, as the case may be or any other Competent Authority.



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28. Unless it is otherwise agreed to by and between the parties hereto the Sellers shall on completion of the project transfer to the society or Limited Company all the right, title and interest of the Sellers of the said land described in the Schedule hereunder written together with the building by obtaining or executing the necessary conveyance in favour of such society or Limited Company, as the case may be however such conveyance shall be

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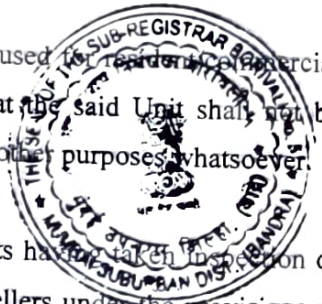
executed in keeping with the terms and provisions of this Agreement and reserving the rights of the Sellers therein as mentioned in this agreement.

29. The Sellers hereby declare that:

- (a) The Building shall be constructed in accordance with the plans and specifications approved and sanctioned and the Plans as shall be sanctioned consuming F.S.I. credit or T.D.R. and/or outside F.S.I. by the Municipal Corporation of Greater Bombay and all other concerned authorities;
- (b) The Seller shall form a Co-operative Society of the flat/Unit Purchasers of the building **KAMLA ENCLAVE** under the provisions of the Maharashtra Co-operative Societies Act, comprising of all the purchasers or a private limited company governed by the provisions of the Companies Act, 1956 or Condominium of Apartments Owners to be governed by the provisions of the Maharashtra Apartments Ownership Act, 1970;
- (c) That the limited common areas and facilities (if any) shall be as set out in the **Annexure-D** hereto;
- (d) The Unit is intended and shall be used **only** and the buyer undertakes that the said Unit shall not be used by the Unit purchaser for any other purposes whatsoever.

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30. The Purchaser/s hereby agrees and admits having taken inspection of all the documents required to be given by the Sellers under the provisions of the Maharashtra Ownership Flats Act and hereby agrees and confirms that the Sellers shall have irrevocable rights for the purposes set out herein below and the Sellers shall be entitled to exercise the same as if the Purchaser/s had given the written prior consent to the Sellers as required under the said Act and with a view to remove any doubts the Purchaser/s hereby confers upon the Seller the right and authority for the purposes set out herein below:-



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- (a) Without modifying the plan of the said Units the Sellers shall be entitled to amend, modify and/or vary the layout plans/ building plans and/or sub division plan and also the specifications in respect thereof.
- (b) The Sellers shall be entitled to consume T.D.R. available from any sources on the said property and shall for the purpose be entitled to amend, alter or modify the sanctioned plans. However, the Sellers shall not modify or alter the plan of the Unit agreed to be purchased by the Unit Purchaser/s.
- (c) To avail of all the benefits attached to the said land, the Sellers shall be entitled to demolish the existing or new structure on any part of parts or portion thereof or put up any construction in the Open Space as may be permissible by Brihanmumbai Municipal Corporation.
- (d) The Sellers shall be entitled to consume such F.S.I. available in respect of the said property or any part thereof or otherwise on the said property at present or in future and for the purposes of consuming such balance and/or additional F.S.I. to construct extensions and/or additional floors as the Sellers may think fit and proper.
- (e) The Purchaser/s and/or the Society or Association of the Purchasers of all the units shall not raise any objection on any ground as to the Sellers' /Owners' rights, reserved.
- (f) The Sellers shall be entitled to commence such balance and/or additional F.S.I. by constructing tenements to sell such tenements for such permissible user as the Sellers may think fit and proper to any person or persons for such consideration as the Sellers may in their absolute discretion deem fit and proper.
- (g) The Sellers shall be entitled to raise the additional floors and/or construct the adjacent Wings to the said building as the Sellers may think fit and proper even though the Sellers might not have



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got the Plans sanctioned for the same at the time of execution of this Agreement and shall have full authority to get the Plans sanctioned and construct additional floors/adjacent wings and the Purchaser/s hereby accords his /her/its irrevocable consent for the same.

- (h) The structure/construction which may be put up for consuming the balance and/or additional F.S.I. available for the F.S.I. available by demolition of the existing structure or otherwise shall always be deemed to be a part of the existing structure or as if the said plans were seen and approved by the Purchaser/s even though such plans may be sanctioned in future.
- (i) The Sellers shall also be entitled to consume additional F.S.I. and/or balance available under D.C. Rules or by any special concession being granted by the Brihanmumbai Municipal Corporation or any other authorities including the F.S.I. available in lieu of the road widening, set back, reservation etc.
- (j) The Purchaser/s and all the other Buyers of the Units in the said building shall not have any right, title, claim or interest in respect of the F.S.I. as reserved for open spaces, parking spaces, common areas, terrace inclusive of the garden area and that the rights of the Purchaser/s is confined only to the Unit agreed to be sold.
- (k) Irrespective of the possession of the Unit being given to the Purchaser/s and/or the Management being given to the ad-hoc committee or the Unit Buyers the rights under this clause and/or under this agreement reserved for the Sellers for exploiting the potentiality of the property described in the First Schedule hereunder written shall be subsisting and shall continue to vest in the Seller till the Conveyance is executed and the Seller shall be entitled to execute the Conveyance or procure the Deed of Conveyance reserving such rights in the said property in favour of the Seller as may be outstanding at the

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only) per month towards the outgoings. The amounts so paid by the Purchaser/s to the Sellers shall not carry any interest and remain with the Sellers until a conveyance /is executed in favour of the Society or a Limited Company as aforesaid. Subject to the provisions of Section 6 of the said Act, on such conveyance being executed.

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pay proportionate share towards development charges, betterment charges and sales tax.

32. The Purchaser/s of the respective units shall be entitled to use and occupy their respective unit only.

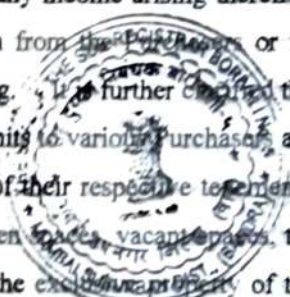
33. Notwithstanding anything inconsistent or to the contrary contained herein, it is specifically agreed between the parties hereto and the Purchaser/s is/are aware that the Sellers will be entitled to and shall have an absolute right to construct new or additional structures or any addition to the structures existing for the time being on the said property/ properties including the said portion of the property inter alia for utilizing thereon any additional Floor Space Index (FSI) which is or which may hereafter become available to the Sellers including on account of the Sellers acquiring Transferable Development Rights or to which the Sellers shall or may hereafter become entitled in respect of any other properties under the Development Control Regulations of M.M.C. for the time being in force. The Sellers shall also be entitled to from time to time, to make additions or alterations or variations or modification in the said layout of the said property/properties including the said portion of property in order to utilize or avail the said F.S.I. which may be available as mentioned herein.

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34. The Purchaser/s agree and give his/her/their/s irrevocable consent that the Sellers shall have a right to make additions amendments and alterations in the Building plans and/or to the said Buildings or any part thereof for any user or to change the user (excluding the said Unit) including to raise additional storeys or structures on the land or open part or parts of the said building including on the terrace at any time either before or after transfer of the property and such right shall include this right to use the F.S.I. or the additional F.S.I. which may be available in respect of the said property or other lands at any time in future or to make such amendments/alterations in the sanctioned plans as may be permitted by the Brihanmumbai Municipal Corporation or the other authorities and such additional structures or storeys or units shall be the sole property of the Sellers who shall be entitled to deal with or dispose of the same. The Purchasers shall not be allowed to make use of the terrace and parapet walls of the terrace which will be the exclusive

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property of the Sellers and the Sellers shall have the exclusive use of the said terrace and the parapet walls when the property is transferred to the Co-operative society subject to access thereto to the said Society to attend any leakage from the terrace and/or to the water tanks on the said terrace or to carry out any repairs. The Sellers or his/its nominees shall also be entitled to display board and/or hoarding on the parapet walls of the said property or terrace or any part thereof even if the said property is conveyed in favour of Co-operative Society or the Unit purchasers or Association of persons or body corporate as the case may be. The Sellers shall also be exclusively entitled to put up common T.V. Antenna, Dish T.V. Antenna or V-SAT Antenna for any ATM Centre, cable tower or telephone tower Antenna and be entitled to receive the Leave and License or Lease rent or any income arising therefrom at their sole discretion without any interruption from the Purchasers or the organization of the Purchasers of the said building. It is further clarified that even in the event the Sellers have sold various Units to various purchasers and put the said various purchasers into possession of their respective tenements. If the Sellers have any unsold units or all the open spaces vacant spaces, the stilt car parking and all other garages shall be the exclusive property of the Sellers herein and neither the Purchasers nor any body of purchaser/s or the society shall have any claim or shall be entitled to claim any rights therein. If the purchaser/s of the body of Unit purchasers claims any right of the Sellers, the same shall amount to breach of this agreement and the Sellers shall be entitled to terminate this agreement.



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35. The Sellers shall have the right to give for the purpose of advertising open space in the said property including on the terrace and side parapet walls either by putting up support and/or by using the compound walls for the purpose on such terms and conditions as the Sellers may desire. The said right shall continue to subsist even after the said property is transferred to the Society or to the Limited Company or similar organization as the case may be and the said right shall also be incorporated in the final deed of conveyance. The Purchaser/s herein shall not be entitled to object to the same for any reason whatsoever and shall also allow the Sellers their agents, servants etc., to enter into the portion of the said lands for the purpose of putting and/or removing such advertisement.

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*[Handwritten mark resembling a stylized '7' or 'Z']*



36. It is hereby expressly agreed that the terraces on the said building shall always belong to the Sellers and they shall be entitled to deal with and dispose off the same in such manner as they may deem fit. In the event of the Sellers obtaining permission from the Municipal Corporation of Greater Mumbai for construction of any type of premises on the terrace, then the Sellers shall be entitled to impose of such premises constructed by them together with the terrace to such person at such rate and on such terms as the Sellers may think fit and proper Sellers shall be entitled in that event to allot the entire terrace to the Purchaser/s of such premises constructed on the terrace. The proposed co-operative Society that may be formed by the Purchasers of premises that may be constructed on the terrace then the proposed cooperative society shall be entitled to depute its representative to go to the terrace for the regular check-up and up keep and for repairing the tank at all reasonable time and/or during such times as may be mutually agreed upon the purchaser/s of the premises on the terrace and the proposed co-operative society as the case may be.

37. It is further agreed by and between the parties hereto that the Sellers shall on payment of the total consideration amount and all other amounts payable under this Agreement put the Purchaser/s into vacant and peaceful possession of the said Unit. It is further clarified that the purchaser along with other purchaser/s may be put into possession and the Sellers may not have sold or entered into any agreement with Purchaser/s of other Units and the other Units in the said building may be lying vacant and unsold. It is agreed by the Purchaser/s that neither the Purchaser/s nor any body of purchasers or the society shall claim any payment of vacant spaces which are unsold and the possession thereof. However, the Sellers may pay the same to the authorities concerned directly.

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38. Notwithstanding anything stated in the Agreement, the Seller shall be entitled to submit the said property under the provisions of the Maharashtra Apartment Ownership Flats Act, 1970, and in such an event, the Purchasers shall at his/her/their/its costs, charges and expenses be entitled to execution of a Deed of Apartment and/or Conveyance and in such an event, the Sellers shall cause the said owners to execute such relevant documents for effectuating a proper transfer of the said Unit and undivided share, right, title and interest.



and interest in the common areas and amenities in favour of the respective Buyers of the respective Units.

39. Subject to the provisions of this Agreement, the Sellers shall be entitled to sell, assign, transfer or otherwise deal with their rights and interest in the said property or in building/s to be constructed thereon. Provided that in such event, the Purchaser/s herein and/or Assign/s of the Seller, shall continue to be bound in all respects by the terms and conditions set out in this Agreement.

40. The Seller may complete the said building/s or any part thereof or floor and obtain part occupation certificate thereof and give possession of premises therein to the acquirers of such flats/premises and the Purchaser/s herein shall have no right to object to the same and will not object to the same and the Purchaser/s hereby gives his specific consent to the same. If the Purchaser/s takes possession of premises in such part completed and/or floor or otherwise the Sellers and/or its Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of in the said property including the building in which the said flat is situated. The Purchaser/s hereby grant full rights to the Sellers to construct additional floors or structures in the manner the Seller deem fit including by availing full benefits of the FSI presently available or shall be made available in future in and over the said property in the manner the Seller deem fit. The Purchaser/s is aware that such construction may cause inconvenience to the Purchaser/s, and agrees and assures to the Sellers that the Purchaser/s shall not protest, object to or obstruct the execution of such work nor the Purchaser/s shall be entitled to any compensation and/or damage and/or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her or any other person/s. The Purchaser/s shall co-operate with the Sellers in further construction at the said property.



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41. The Sellers shall utilize the legal charges for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Seller in connection with formation of the said Society, or as the case may be Limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance.

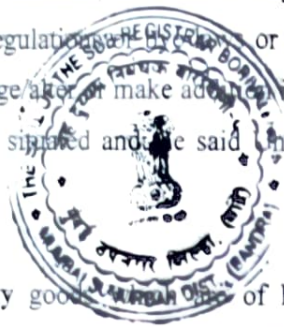
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42. At the time of registration the Purchaser/s shall pay to the Sellers the Purchaser's share of stamp duty and registration charges payable, if any, by the said Society or Limited Company on the conveyance or any document or instrument of transfer in respect of the said land and the Building to be executed in favour of the Society or Limited Company.

43. The Purchaser/s or himself/ themselves with intention to bring all persons into whosoever hands the flat may come, doth hereby covenant with the Seller as follows:

- (a) To maintain the said Unit at Purchaser's own cost any good tenantable repair and condition from the date of possession of the said Unit is taken and shall not do or suffered to be done anything in or to the building in which the said Unit is situated, staircase or any passages which may be against the rules, regulations or concerned local or any other authority or charge/alter or make addition in or to the building in which the said Unit is situated and the said Unit itself or

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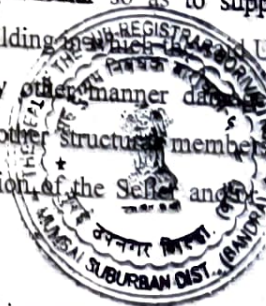


- (b) Not to store in the said Unit any goods of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances of the building in which the said Unit is situated and in case any damage is caused to the building in which the said Unit is situated or the said Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the Breach and not to carry any illegal or unauthorized activities from the said unit;

- (c) To carry at his own cost all internal repairs to the said Unit and maintain the said Unit in the same conditions state and order in which it was delivered by the Sellers to the Purchaser/s and shall not do

or suffering to be done anything in or to the building in which the said Unit is situated or the which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(d) Not to demolish or cause to be demolished the said unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Unit is situated and shall keep the portion, sewers, drains pipes in the said Unit and appurtenances thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the building in which the said Unit is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, or other structural members in the Unit without the prior written permission of the Seller and the society or the Limited Company.



(e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Unit is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said land and the building in which the Unit is situated.

(g) Pay to the Sellers within 7 days of demand by the Sellers, his/her/their/its share of security deposit demanded by the Sellers concerned local authority or government or giving water, electricity or any other service connection to the building in which the said Unit is situated.

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(h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local

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authority and/or government and/or other public authority, an account of change of user of the said Unit by the Purchaser/s viz. user for any purposes other than the permitted user.

- (i) The Purchaser/s shall not let, sub-let, transfer assign or part with purchaser/s interest or benefit under this agreement or part with the possession of the Unit until he/she/it has paid to the Sellers all the amounts due and payable under this Agreement only if the Purchaser/s had not been guilty of breach of or non-observance or performance of any of the terms and conditions of this agreement and unless and until the Purchaser/s has intimated in writing to the Sellers and obtained a prior written No Objection or consent of the Sellers in advance.
- (j) The Purchaser/s shall observe and perform all the rules and regulations or bye-laws which the ultimate Transferee of the said properties may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time for protection and maintenance of the said building and the Unit therein and for the observance and performance of the building rules, regulation and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/ Limited Company regarding the occupation and use of the said Unit in the Building accordingly in accordance with the terms of this agreement.
- (k) Until a Deed of conveyance is executed and the entire project is completed the Sellers as completed the Purchaser/s shall permit the Sellers and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the said Units properties and buildings or any part thereof to review and examine the state and condition thereof.

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44. The Purchaser/s hereby declare that they have no right in respect of floor space index sanctioned by the local authority in respect of the said property and any other floor space index that may be sanctioned in future and

be utilized for the development of the said property till formation of the society and execution of conveyance which ever is latter. The Purchaser further confirm that the Purchaser/s has/have No Objection and hereby give his/her/their irrevocable consent to the Sellers/Owners for utilizing additional FSI available either by way of any amendment or modification in the prevailing building rules and regulations on the said property to be developed by the Seller and that the Purchaser/s shall have no right on such additional area or any part or portion thereof and that the same shall be at the disposal of the Seller. The Purchaser hereby irrevocably grants permission to the Seller to fully develop the said property in the manner the Seller deem fit to develop and the Purchaser shall fully co-operate the Seller in fully developing the said property.

45. It is only on completion of development on the said property, including the rights to use and consume Transfer of Development Rights (TDR) or any other benefits and advantages of any other plots on the said property and to sell and dispose of all Units including T.D.R. duly developed and receive sale proceeds thereof, the Seller, at their sole discretion, shall form an Organization, which may either be a ~~Co-operative Society~~ Society or a Condominium of Apartment Owners or a Limited Company (for the sake of brevity "a Common Organization"), amongst the various Unit holders of the said Building/s and the Purchaser/s herein, and/or any other Purchaser/s of Units, shall not decide, the form of an Organization to be formed.

46. The Seller has informed the Purchaser/s, which the Purchaser/s hereby agree/s and confirm/s that after giving possession of various Units, to the prospective Purchaser/s thereof, the Seller shall be liable to pay only Municipal Taxes after deducting the vacancy allowances, in respect of the unsold and/ or unallotted Flats/Shops in the said Building/s and shall not be liable to pay Maintenance and all other Charges, of any nature whatsoever of the said unallotted Flats/Shops. The Purchaser/s and/or the Organization which may be formed, amongst various Unit holders of the Purchaser/s, shall not call upon the Seller, to pay maintenance and/or any other charges in respect of the said unit. It is further agreed that the Seller shall pay directly, Municipal Taxes of the said unit to Mumbai Municipal Corporation, provided there is a separate Assessment or otherwise, the Purchaser/s and/or the Ad hoc

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Committee of the Common Organization when thus receive Bills of Municipal Taxes of the entire Building and/or Units, as the case may be, shall intimate in writing, to the Seller, requesting them to pay Municipal Taxes after deducting the vacancy allowances of the said unsold Flats/Shops, which shall be paid by the Seller.

47. In the event of the society being formed and registered before the allotment/sale and/or disposal by the Seller of all the units, stilts and other spaces, gardens, terraces, compounds and car parking space in the said building and in the compound, the power and authority of the society so formed or of the premises holders and the purchaser of units and other spaces and car parking spaces, shall be subject to the overall authority and control of the Seller in respect of any of the matters concerning the said building the construction and completion thereof and all amenities pertaining to the same and in particulars the Seller shall have absolute authority and control as regards the unsold/unassigned premises, stilt, terraces, compounds, other spaces, boardings and car parking spaces and the disposal thereof. The Seller shall be liable to pay only the Municipal taxes, at actual (after deducting the vacancy allowances, etc), in respect of the unsold premises, hoarding spaces and/or unallotted/unassigned car parking spaces and unallotted/unassigned terraces. In case of the conveyance is executed in favour of the co-operative society before the disposal by the Seller of all the premises, then and in such an event, the Seller shall join in as the Seller/members in respect of such unsold premises and as and when such premises are sold to the persons of the choice and at the discretion of the Seller, the co-operative society shall admit as members the purchaser of such premises without any premium or any other extra payment and they shall have same rights, benefits and subject to the same obligations, as those of the other purchaser without any variation of conditions or any other payments save and except normal Entrance Fee, Share Money and other Money Payable at the Purchaser/s, at the time of formation,

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at the time of formation,	

48. The said Building is expected to be completed and possession of the said Unit is expected to be within thirty six months from the date hereof and on obtaining the Occupation Certificate unless prevented by or due to any act of God or Force Majeure reasons or Riots or Labour Trouble or any Litigation



or any objection of the Municipal or other Authorities or for any reason or circumstance whatsoever, which substantially effects or alters, the time herein contained or which are beyond the Seller's control and in such an event, the time for completion of the building/s and delivery of possession of the said Unit shall automatically be extended for such further period or periods of time, as the Architects of the Seller may determine. In any case the Purchaser/s shall not be entitled to claim any damages or otherwise an account of delay or default, in giving possession of the said Unit.

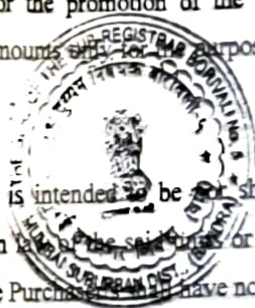
49. The Seller/s shall maintain a separate account in respect of sums received by the Seller/s from the Unit Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the co-op. Society or a Company and shall utilize the amounts only for the purposes for which they have been received.

50. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in favour of the said Unit or of the said Plot and Building or any part thereof. The Purchaser/s have no claim save and except in respect of the said Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc., will remain the property of the Sellers until the F.S.I. is consumed, all Units are sold, full payment is received and the said land and Building is transferred to the Society/Limited Company as hereinbefore mentioned.

51. The Sellers have reserved the right for and have not dealt with the balance and/or additional and future F.S.I. arising out of the said property now under reservation or otherwise are allowed to be used any F.S.I. on the said

property either by procuring outside T.D.R. or for whatsoever reasons under any scheme any other benefit is/are made available by the authorities and to be consumed on the said property or any part thereof. The said property at the discretion of the Sellers may be construed and used as recipient

holding plot under the Development Control Rules and the Sellers shall always be entitled to consume the FSI available as per the prevailing D.C. Rules, or under The Policy of Slum Rehabilitation or Scheme, for the reconstruction of the tenanted building or the FSI granted in lieu of area under reservation or on compliance of certain or any obligations, any such



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benefit or right shall always belong to and available to the Sellers and the Purchaser/s hereby accords his/her/their/its irrevocable consent thereto. Necessary covenant shall also be included in Agreement for sale of the units and other documents and also in the Deed of Conveyance to be executed in favour of the society of Unit Purchaser/s reserving the aforesaid rights of the Sellers in the said property.

52. The Sellers have agreed to sell and Purchasers have agreed to purchase the said Units on the basis of the disclosure made under this Agreement and no extraneous and outstanding materials including promotion materials if any published by the Sellers shall be taken into consideration and all the outside extraneous materials or the information given by the separate leaflets are hereby waived and give go-bye.

53. The Sellers shall have first lien and charge on the said premises agreed to be acquired by the Purchasers in respect of all the amounts payable by the Purchasers under the terms and conditions of the Agreement.

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54. On completion of the said Building/s the Purchaser/s along with other Purchaser/s of Flat/Shops in the Building/s shall join in forming registering the Co-operative Society or the Condominium of Apartment Owners or the Limited Company, as the case may be, and Purchaser/s shall, from time to time sign and execute the application for registration and/or Membership and other papers and Documents necessary for the formation and registration of the Society or Condominium or Limited Company and for becoming a Member thereof, including the bye-laws of the proposed Society and duly fill in, sign and return to the Seller within seven days of the same being forwarded to the Purchaser's under Section 10 of the said Act. If any changes or modifications are made in the draft bye-laws or Memorandum and/or Articles of Associations, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be or any other Competent Authority, the same shall be applicable.

55. Any delay tolerated or indulgence shown by the Seller in enforcing the terms of the agreement or any forbearance or giving of time to the Purchaser by the Seller shall not be construed as a waiver or acquiescence on the part of

the Seller of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser and shall not in any manner prejudice the rights of the Seller.

56. The Purchaser/s hereby covenant, agree and undertake to sign such consent letters and other papers as may be required by the Seller from time to time for availing of the benefit of construction of the additional floors area and / or structures as per the rules and regulations of the local authority.

57. The Purchaser agrees and accepts that if the carpet area of the premises is found to be less up to 2% for whatsoever reason, the Purchaser shall not claim/ complain for the said reduction in area in any manner whatsoever. The Purchaser will accept such reduced area and shall not complain or demand any compensation for such reduced area.

58. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace Unit/s of the said building, if any, on it being allotted by Seller shall belong exclusively to the respective Unit purchaser/s of the terrace Unit and such terrace spaces are intended for the exclusive use of the respective terrace Unit purchaser/s.

59. In the event of the Society of Purchasers being formed and registered before the sale and disposal of by the Sellers of all the Units, parking spaces, in the said building in the said property, the power and authority of the Society shall be subject to the overall control and authority of the Sellers in respect of any of the matter concerning the said property and the said building, the construction and completion thereof and all the amenities appertaining to the same and in particular the Sellers shall have absolute authority and control as regards the unsold Premises, terrace, parking spaces (Open or Covered) and any other premises and the disposal thereof and the consideration for which the same shall be disposed off. It is further agreed that the Purchasers of the said unsold premises shall be admitted as members of the Society without levy of any premium or transfer fee. The Society in such event will only be entitled to levy share subscription amounts and membership application fee.



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60. By reason of the Sellers having agreed to sell the said premises to the Purchasers, if any statutory dues become payable by the Sellers or the Purchasers including the Service Tax, Sales Tax, VAT or otherwise, the same shall be paid by the Purchasers within 7 days from the demand being raised by the Sellers as a part of this Agreement.

61. The Purchaser/s shall bear and pay requisite Stamp Duty on this agreement in accordance with the provisions of Stamp Act and shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act forthwith with the Sellers the serial number under which the same is lodged.

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attend such office and admit execution thereof. The registration and legal expenses of and incidental to the Conveyance in favour of the Society to be formed by the unit purchasers shall be paid by all the unit purchasers.

62. All notices to be served on the Unit Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by registered Post A.D./Under Certificate of posting at his/her/their/its address specified below:

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63. All costs, charges and expenses in connection with the formation of the Co-operative housing Society or Limited Company or Association as well as all the costs of preparing, engrossing, stamping and registering all the agreements, including this agreement, conveyance, transfer deeds or any other document or documents required to be executed by the said owners and the Sellers or the Purchasers or Co-operative Society as well as the entire professional costs, charges and expenses payable for the same shall be paid by the Unit purchaser/s immediately on demand. The Purchaser/s shall pay the professional fees in respect of the documents to be made and also in respect

of the services rendered or to be rendered by the Sellers Advocates as provided in this clause.

**THE SCHEDULE ABOVE REFERRED TO**

All that pieces or parcels of portion admeasuring 653.70 sq.mts. of land bearing S.No.96, H.No.3A/pt and CTS No.2249/B underneath the structures of owner out of the total land under CTS No.2249/B of Village Eksar, Taluka Borivli, Mumbai Suburban District.

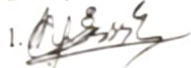
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

**SIGNED SEALED AND DELIVERED**

by withinnamed "Sellers"

**RADHEYA CONSTRUCTION CO.**

in the presence of.....

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2. 



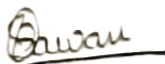
**SIGNED SEALED AND DELIVERED**

by the withinnamed "PURCHASER"

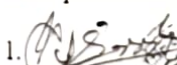
**MR.SMT. SATYENDRA SUKHRAM**

**SAHU & PAWAN KALURAM**

**VISHNOI**



In the presence of .....

1. 

2. 



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RECEIVED on the day and year first herein )  
 above written of and from the withinnamed )  
 Purchaser, the sum of Rs. 31,26,600/- )  
 (Rupees Thirty One Lakh Twenty )  
Six Thousand Six Hundred Only) )  
 on \_\_\_\_\_ and further sum of )  
 Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ )  
 \_\_\_\_\_ Only) on or )  
 before execution of this agreement making an )  
 aggregate payment of Rs. \_\_\_\_\_ )  
 (Rupees \_\_\_\_\_ )  
 \_\_\_\_\_ ) being the )  
 amount as mentioned within to be paid by them ))Rs. 31,26,600/- =

WE SAY RECEIVED  
 FOR RADHEYA CONSTRUCTION & CO.

PARTNER

WITNESSES:

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**19 SEP 2013**

owner, Shri K.S. Thakur.

उपरोक्त अधिकांकृत प्रमाण पत्रावर व.स. क्षेत्रात  
 महानगरपालिका क्षेत्रात, वी.स. क्षेत्रात, महानगरपालिका क्षेत्रात  
 १०, फुट चौकी क्षेत्रात वी.स. क्षेत्रात महानगरपालिका क्षेत्रात  
 बांधणी (पुर्ण), मुदत-२०२०

With reference to your application No.190 dated 11.07.2012 for Development permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Proposed building on plot bearing T.S. No 2249(B) premises at Street --

Village Eksar  
 The Commencement Certificate/Building Permit is granted on the following conditions:  
 Plot No. --  
 Ward R/North

1. The land vacated in consequence of the 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 commencing from the date of its issue.
  4. This permission does not entitle you to develop land which does not vest in you.
  5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapses shall not bar any subsequent application for fresh permission under the provisions of the Maharashtra Regional and Town Planning Act 1966.
  6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
    - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
    - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
    - (c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the application 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 or 45 of the Maharashtra Regional and Town Planning Act 1966.
- The conditions of this certificate shall be binding not only on the applicant by on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri A.B. Kulkarni, Executive Engineer exercise his power and functions of the planning Authority under Section 45 of the said

This C.C. is restricted for work up to Stilt Slab Level only.

For and on behalf of Local Authority  
 Brihanmumbai Mahanagarpalika

Ex.Eng.Bldg.Prop.(W.S.) 'R' Wards

**FOR MUNICIPAL COMMISSIONER FOR GREATER MUMBAI**

TRUE COPY  
 M. SHAH

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CHE/A5173 BP(W.S.)AR/XP

8] This C.C. is now valid & further extended  
entire work i.e.  
for a Building comprising of (Wing A) stilt for  
parking + 1<sup>st</sup> to 7<sup>th</sup> upper for Residential & (Wing B)  
stilt for parking + 1<sup>st</sup> to 5<sup>th</sup> upper floors for Residential  
as per approved amended plan dt 28/2/14.

CERTIFIED TRUE COPY  
SANJAY V. SHAH

ARCHITECT

12 MAR 2014

EXECUTIVE ENGINEER;

12-3-14  
MARRAI SURPURA DIST. (BANGALORE)



बरेल - ५		
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249/SK/2014

TITLE REPORT

To  
M/s. Radheya Construction Co.  
118, Goyal Shopping Arcade,  
Opp. Borivali Railway Station,  
Borivli (West),  
Mumbai - 400 092.



"Dear Sirs,

As instructed by you, we have investigated the Title of Mr. Kisan Sitaram Thakur in respect of the properties described in the Schedules hereunder written. We submit our Report inter alia as under:

1. By a Deed of Conveyance dated 3<sup>rd</sup> December, 1972 and made between Chintaman Sakharan Mhatre therein called the Vendor of the one part and Mr. Kisan Sitaram Thakur therein called the Purchaser of the other part and duly registered with the Office of Sub-Registrar of Assurances at Bandra under Sr.No.1499 of 1975 in Book No.1, the said Mr. Kisan Sitaram Thakur became absolutely entitled to an immovable property at Village Eksar, Taluka Borivli bearing Survey No.96, Hissa No.3 admeasuring 440 sq.mts. or thereabouts and bearing C.T.S. No.2249 and more particularly described in the first schedule thereunder and hereunder written.

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2. By a deed of conveyance dated 23<sup>rd</sup> October 1975 and made between (1) Smt. Bhagirati Chintaman Mhatre, Bhalchandra Chintaman Mhatre and (3) Smt. Hansa Narayan Mhatre therein called the vendors of the one part and Mr. Kisan Sitaram Thakur and Hari Sitaram Thakur therein called the Purchasers of the other part and duly registered with the office of Joint Sub-Registrar Bombay (Bandra) under No.1449 of 1975 in Book

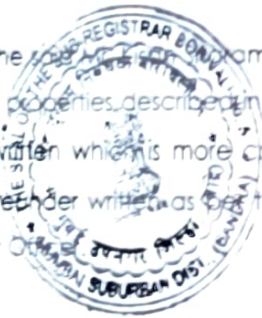
for



No.1, the said Mr. Kisan Sitaram Thakur and Hari Sitaram Thakur became absolutely entitled to an immovable property bearing Survey No.96, Hissa No.3(part) and C.T.S. No.2249(pt) of Village Eksar admeasuring 195 sq.yds. i.e. 164 sq.mts. or thereabouts or more particularly described in the Schedule thereunder and in the second schedule hereunder written.

3. By a Gift Deed dated 19<sup>th</sup> December 2011 and made between Hari Sitaram Thakur therein called the Donor of the one part and Mr. Kisan Sitaram Thakur therein called the Donee of the other part and duly registered with the Office of Sub-Registrar of Assurances, Barivali-3 under No.BDR-6/901 of 2012 the said Hari Sitaram Thakur gifted his one-half undivided share in the property described in the second schedule hereunder written to the said Mr. Kisan Sitaram Thakur.

4. In the premises, the said Hari Sitaram Thakur became the absolute owner of the properties described in the first and second schedule hereunder written which is more correctly described in the third schedule hereunder written as for the sub-divided area certified by City Survey Officer.



बरल - ५६	By a Development Agreement dated 27 <sup>th</sup> November 2012 the said Mr. Kisan Sitaram Thakur agreed to grant you development rights in respect of the said property described in the third schedule hereunder written on the terms and conditions therein mentioned hereby authorizing and permitting you to demolish the existing structures and re-constructing thereon a multistoried building in accordance with the sanctioned building plans and the rules and regulations for development.
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6. The said Mr. Kisan Sitaram Thakur has also executed and delivered power of attorney in your favour. Under the said Development Agreement you have agreed to provide permanent alternate accommodation to the existing tenants of the structure Kamla Niwas standing on portion of the said property in the new building.

7. You have purchased outside TDR FSI of an area of 440 sq.mts from Prem Leela Developers and amalgamated the same with the said property described in the third schedule hereunder written.

8. You have prepared the building plans and submitted the same to the Municipal Corporation and got the same sanctioned vide IOD dated 18<sup>th</sup> June 2013 under Ref.No.CHE/A-5173/BPM/142 of 2013-2014 and have obtained the Commencement Certificate.



9. We have caused the advertisements published in the newspapers. We have perused the above documents. We have caused searches made in the Office of Sub-Registrar through our Search Clerk. We have received a claim from one Mrs. Krushnibai Sakhararam Mhatre through her Advocate Mr. Rakesh B. Patel claiming one-fourth share in the property as heir of one Sakhararam Mhatre who died in the year 1941. However, the said claimant has not furnished any documentary evidence in support of her claim. We have examined her claim in view of the provisions of Hindu Law of Succession as prevalent in the year 1941 and in our opinion the said claim is not tenable.

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10. Subject to what is stated hereinabove, we are of the opinion that the said Mr. Kisan Sitaram Thakur has marketable title to the properties described in the third schedule hereunder written and

*Handwritten signature*

that you are entitled to develop the said properties in accordance with the sanctioned building plans, rules and regulations of development subject to the terms and conditions of the said Development Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

ALL THAT piece and parcel of land admeasuring about 440 sq.meters in S.No.96, H.No.3 at Village Eksar, Borivli Taluka in Bombay Suburban District, Registration Sub-District Bandra and bearing City Survey No.2249 and house bearing B.M.C. No.R-9250(Kolwadi South) at Eksar Village.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

ALL that piece or parcel of N.A. land or ground, admeasuring 195 sq.yds. i.e. 164 sq.mts. or thereabouts, out of and/or comprised in bigger plot of land bearing Survey No.96, Hissa No.3(part) and bearing corresponding Final CTS No.2249(part) of Village Eksar, Taluka Borivli, B.S.D. in Greater Bombay and within Registration Sub-District and District Bombay City and Bombay Suburban.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

ALL that pieces or parcels of land admeasuring 653.70 sq.mts. forming portion of land bearing S.No.96, H.No.3A(pt) and CTS No.2249/B together with the structure known as Kamla Niwas of Village Eksar, Taluka Borivli, Mumbai Suburban District.

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Dated this 14<sup>th</sup> day of February, 2014.

For PRAVIN MEHTA & MITHI & CO.,

*Sd/-*

(PARTNER)





# Office of the Collector, Mumbai Suburban District

Administrative Building, 10<sup>th</sup> Floor, Government Colony, Bandra (E), Mumbai-51.  
Office : 26556799/26557807 Fax 26556805 Email collectormsd@gmail.com

No. C/Desk-VII-A/LND/NAP/SRB-10499  
Date : 21/10/2013



Application dated 06/08/2013 from Shri Kisan Sitaram Thakur.  
IOD No.CHE/A-5173/BP(WS)/AR Of 2013-2014, Dated 18/06/2013 & plan  
approved by Executive Engineer, Building Proposal (W.S.) R-Ward.  
3. Indemnity Bond dated 26/06/2013

## ORDER :

Land bearing CTS No.2249/B of Village-Eksar, Taluka Borivali at Mumbai Suburban District, belongs to the following owners.

Shri.Kisan Sitaram Thakur

Shri.Kisan Sitaram Thakur has applied for grant of Non-agricultural Permission in respect of the above lands for Residential Purposes.

The building plans have been approved by the Greater Mumbai Municipal Corporation vide their IOD No CHE/A-5173/BP(WS)/AR Of 2013-2014, Dated 18/06/2013 & plan approved by Executive Engineer, Building Proposal (W.S.) R-Ward.

The above lands are presently held for non-agricultural purpose. In exercise of the powers delegated under section 44 (i) of the Maharashtra Land Revenue Code, 1966, I, the Collector M.S.D.do hereby grant Non Agricultural permission to Shri.Kisan Sitaram Thakur to use the land specified in the schedule appended here to, as per the plans approved by the Greater Mumbai Municipal Corporation subject to the following conditions :-

1. That the grant of permission is subject to the provisions of the Code & Rules made there under.
2. That the grantee shall use the land together with the building or structure there on, only for the purpose for which the land is permitted to be used and shall not use it or any part of the land or building there on for any other purpose, without obtaining the previous written permission to that effect from this office.
3. That the grantee shall construct the building according to the plans approved by the Greater Mumbai Municipal Corporation.
4. That the grantee shall not sub-divide the plot or sub plot, if any, approved in this order, without getting the sub-divisions previously approved by the Collector, Mumbai Suburban District.



CERTIFIED TRUE COPY

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ARCHITECT

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5. That the grantee shall pay the Non-Agricultural assessment in respect of the above land @ Rs. 45/- per 100 Sq.mtrs p.a. for Residential purpose. The N.A. assessment for the year 2012-13 comes to Rs. 1,140/-.
6. That the present N.A. rates mentioned in condition No. 5 above, is guaranteed up to 31st July 2011 and N.A. rate for 1.8.2011 to 31.7.2016 will be fix and will be revised thereafter for further guarantee period.
7. As mentioned in condition No. 6 above, the grantee shall be liable to pay the amount of difference due to revision and fixation of standard rates of N.A. Assessments.
8. That the grantee shall pay the conversion tax as per the schedule, which is equal to five times of N.A. assessment, within 30 days from the date of issue of this order, failing which the N.A. Permission shall be liable to be cancelled.
9. That the grantee shall pay the measurement fees to the concerned C.T.S. Officer immediately.
10. That the area and assessment mentioned in this order and Sanad shall be liable to be altered in accordance with the actual area found on measuring the land by the concerned City Survey Officer.
11. That the grantee shall construct substantial building and/or other structure, if any, as per the approved plans of G.M.M.C. on the land within a period of three years from the date of commencement of the N.A. use of the land. This period may be extended by this office in discretion on payment by the grantee such fine/premium as may be imposed as per the Government orders in force from time to time.
12. That the grantee shall be bound to execute a Sanad in the form prescribed and as provided in Schedule VI appended to Maharashtra Land Revenue (Conversion of use of land & N.A. Assessment) Rules, 1969 embodying there in all conditions of this order, whenever called upon to do so.
13. That if the grantee contravene any of the conditions mentioned in this order and those in the Sanad, the Collector may, without prejudice to any other penalty to which he may be liable under the provisions of the Code, continue the said land/plot in the occupation of the grantee on payment of such fine and assessment as the Collector may direct.
14. That not with standing anything contained in condition 13 above, it shall be lawful for the Collector, Mumbai Suburban District, to direct the removal or alteration of any building or structure erected or used contrary to the provisions of this grant within such time as specified in that behalf by him, and if no such removal or alteration not being carried out within the specified time, he may cause the same to be carried out and recover the cost thereof from the grantee as an arrears of Land Revenue.
15. That the grant of this permission is subject to the provisions of any other laws and Rules for the time being in force and that may be applicable to the relevant other fact of the case i.e. the Urban Land Ceiling and Regulation) Act-1976, Coastal regulations, Zone Development (Urban) Rules, 1991, etc..

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16. That the grantee shall plant 15 trees, before the completion of the building on this land and he shall take adequate care of their proper and healthy growth.
17. That the set back area and its N A Assessment if any will be reduced after handing over it's possession to the Greater Mumbai Municipal Corporation and also on receiving an intimation from Municipal Corporation to that effect.
18. That the grantee shall obtain prior permission for excavation & shall pay royalty to Government as per rules.
19. This permission is granted at the risk of applicant/Power of Attorney Holder/ Occupant regarding Title of the land.
20. This permission is granted presuming that the papers /documents submitted by applicant are genuine and for any dispute arising out of document submitted, the applicant/power of attorney holder will be held responsible.
21. This order N.A.A. is only for fiscal purposes and realisation of N.A. Assessment as land has been put to Non agricultural use.
22. This order is issued subject to protection of rights, if any dispute or Court matter pending if any.

### SCHEDULE

Name of the Holder : Shri.Kisan Sitaram Thakur

Village : Eksar Taluka : Borivali District : Mumbai Suburban

CTS No. 2249/B

Area in sq.mtrs 1450.20 purpose Residential.

- Amount of Annual N.A.Assessment Rs.7,149/-
- Period for Revenue year 2012-2013
- Conversion tax of Rs.35,745/-

The grantee has already paid the conversion tax amounting 35,745/- to the Talathi, Eksar vide Cheque No.004990 dt- , drawn on Saraswat Bank.

2/- the grantee shall pay the N.A.Assessment amounting to Rs.7,149/- in the office of the Municipal Corporation of Greater Mumbai.

Sd/-  
Collector  
Mumbai Suburban District.

CERTIFIED TRUE COPY  
SANJAY V. SHAH

ARCHITECT

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To,

Shri.Kisan Sitaram Thakur

Sada-Anad Bunglow, D.N.Mhatre Road,

Eksar, Borivali (west), Mumbai-400103

1. Copy with a copy of approved plan, forwarded to the Tahasildar, Borivali for information and necessary action.

2/- He is directed to take necessary entry in Taluka Form II and to recover the Conversion tax immediately.

2. Copy with a copy of approved plan, forwarded to the Assistant Collector & Assessor Western Suburban for information and necessary action.

2/- He should include the N.A. Assessment in property Tax bill and recover the N.A. Assessment and fine regularly and deposit the same as per Govt. Resolution, R & F Department No. NAP-1006/CR-270/L-5 dt. 5/2/2009.

3. Copy submitted to the Municipal Commissioner, Greater Mumbai.

4. Copy to the A.D.D.C. / S.D.O. M.S.D. for information & necessary action.

5. Copy with a copy of approved plan forwarded to the C.T.S. Officer, Borivali.

2/- He should recover the measurement fees from the applicant & carry out the actual measurement and report any difference of area in the actual holding as compared to the area for which N.A. Assessment is levied, so that suitable corrigendum can be issued. He may also make entry in P.R. Card CTS No.2249/B, Village-Eksar, Tal-Borivali, Area 1450.20 Sq.Mts of all the holders, as shown in the shecule above, if it is not so done earlier.

6. Copy to Account Officer (I.A.W.) M.S.D. for information & necessary action.

7. Master File.

O/c Signed by Collector



For Collector  
Mumbai Suburban District

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CERTIFIED TRUE COPY  
SANJAY V. SHAH

ARCHITECT



To,  
Shri Sanjay V. Shah,  
Architect.

उपमुख्य अभियंता इमारत प्रस्ताव पत्र. बी.बी.  
महाराष्ट्र राज्य, श्री. वि.न. व.स.सी. बोरोवली, पश्चिम,  
१०, एच.टी.टी. रोड, वट तळीस वारड, बोरोवली (पश्चिम), मुंबई-४००१०९

Sub : Proposed building No.1 on plot bearing C.T.S. No.2249(B), of Village Ekaar, at Ekaar Road, Borivali (West).  
Ref : Your letter dated 09.12.2013.

Gentleman,

There is no objection to carry out the work as per amended plans submitted by you vide your letter under reference subject to the following conditions :-

- 1) That all the objections of this office Intimation of Disapproval under even No. dt.18/06/2013 shall be applicable and should be complied with.
- 2) That all the changes proposed shall be shown on the canvas plans to be submitted at the time of Building Completion Certificate.
- 3) That the revised R.C.C. design and calculation should be submitted.
- 4) That all the payments shall be paid before.
- 5) That revised N.O.C. from H.E. shall be submitted before requesting for C.C.
- 6) That the additional Extra Water Charges for additional area shall be paid to A.E.W.W. of the Ward.
- 7) That the Registered Undertaking shall be submitted for the difference of payment for additional 33% F.S.I. shall be paid and calculated as per the Govt. may revised the rates time to time as per the condition no.5 mentioned in the notification and circular before requesting for C.C.
- 8) That the Registered Undertaking shall be submitted regarding any adverse clarification received from Govt. of Maharashtra in respect of condition No.7 of Govt.



Notification No. TFB- ४२८८ - ११		
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4308/776/CR-127/2008/UD-11 dtd. 10.04.2008 and new Govt. Notification dtd. 24.10.2011 i.e. regarding consent of society/occupants regarding utilization of 0.33 F.S.I. on prorata basis.

- 9) That the letter from Owners/developers stating that they will accept the refund of additional 33% F.S.I. premium paid, without claiming any interest thereon, if the development proposal is not approved/rejected by M.C.G.M.
- 10) That the owner/developer and concerned Architect / Licensed Surveyor shall compile and preserve the following documents.
- a) Ownership documents.
  - b) Copies of IOD, C.C. subsequent amendments, O.C.C., B.C.C. and corresponding canvass mounted plans.
  - c) Copies of Soil investigation reports.
  - d) RCC details and canvas mounted structural drawings.
  - e) Structural Stability Certificate from Licensed Structural Engineer.
  - f) Structural Audit Reports.
  - g) All details of repairs carried out in the buildings.
  - h) Supervision certificate issued by the Licensed Site Supervisor.
  - i) Building Completion Certificate issued by Licensed Surveyor / Architect.
  - j) NOC and completion certificate issued by the C.F.O.
  - k) Fire safety audit carried out as per the requirement of C.F.O.

The above documents / plans shall be handed over to the end user / prospective society within a period of 30 days in case of redevelopment of properties and in other cases, the same should be handed over within a period of 90 days after granting occupation certificate. The prospective society / end user shall preserve and maintain the above said documents / plans and shall also preserve and maintain the subsequent periodical structural audit reports and repair history. Similarly, to check and to carry out fire safety audit time to time as per the requirement of C.F.O. through the authorized agencies of

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28 FEB 2014

28/02/14  
EXECUTIVE ENGINEER  
BUILDING PROPOSAL (W.S. R. WARD)



The necessary condition to this effect shall also be incorporated in the sale agreement / supportive agreement so that the end user / prospective society will take over the above said documents from the Developer. End user / prospective society shall carry out necessary repairs / structural audit/fire audits at regular intervals. The registered undertaking and indemnity bond to that effect shall be submitted by the developer and certified copy of the agreement / supportive agreement showing the above conditions shall be submitted to the office of Executive Engineer (Building Proposals)".

One set of approved/certified plan is returned herewith as a token of approval.

Yours faithfully,

Encl.: 1 set of plan.

- 34 -

Executive Engineer Bldg. Propls.  
(W. S.) 'R' Ward.

No. CHE/ A-5173/BP(WS)/AR of \_\_\_\_\_

Copy to: 1 Owner: Mr. Kisan S. Thakur.

2. Asstt. Commissioner R/Central,

3. A.E.W.W. 'R/Central'

For information please.

28 FEB 2014

28/02/14  
E.E.B.P. (W.S.) 'R' Ward.



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मालमत्ता पत्रक

तालुका/न.धु.मा.का. -- न.धू.अ.घोरीबली

जिल्हा --

विष्णुग/मौजे -- एकसर

संग्रहकर्ता	शिष्ट नंबर	प्लेट नंबर	क्षेत्र
इ.स.स. / स. प्र. न.			चौ.मी.

धारणाधिकार

श्रीमान्ना दिव्या अकारका अकारा  
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बो.श. आकारा  
१३६० सुधारित  
विनशरी आकार  
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**सुविधाधिकार**

हयकाचा मुळ धारक  
वर्ष

पुण्डरीक

## इतर पत्र

हमारे साथ

दिनांक	व्यवहार	कुल क्रमांक	नवीन धारक (धा)	प्राप्त (प) बिना धार (ध)
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वापसकट्टीले आदेश क.  
एकसर/२२४९ वनन बान  
म. क्षेत्रमा वनमा  
नबर केला किमान

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Figure 1

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प्रतिष्ठित प्रमुख तारीख 22/2/2018 स्कूल नं० 1, नरसिं

નકલ તથા તારીખ 24/9/2021 નુકસાન ગુણ 12

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 ॥ श्रीगणेशाय नमः ॥

नमस्ते

१. प्र. ३

प्रमाणित  
प्रमाणित

नगर मुख्यालय अधिखारी  
कोशीपुरी

**उत्तर**

न.घ.अ.बोरीबली

मुंबई टायनगर जिल्हा

प्रमाण पत्र

निदेशक सचिवका प्रमाणित प्रतिलिपि मुद्रांक सं. १४५०-२

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प्रकाश दत्त धर्मराय....

१. पुनः प्रिन्सिपल सचिवको यम् केसम्पत्ति उद्देश्या यम्  
यम्पत्ति उद्देश्या यम्

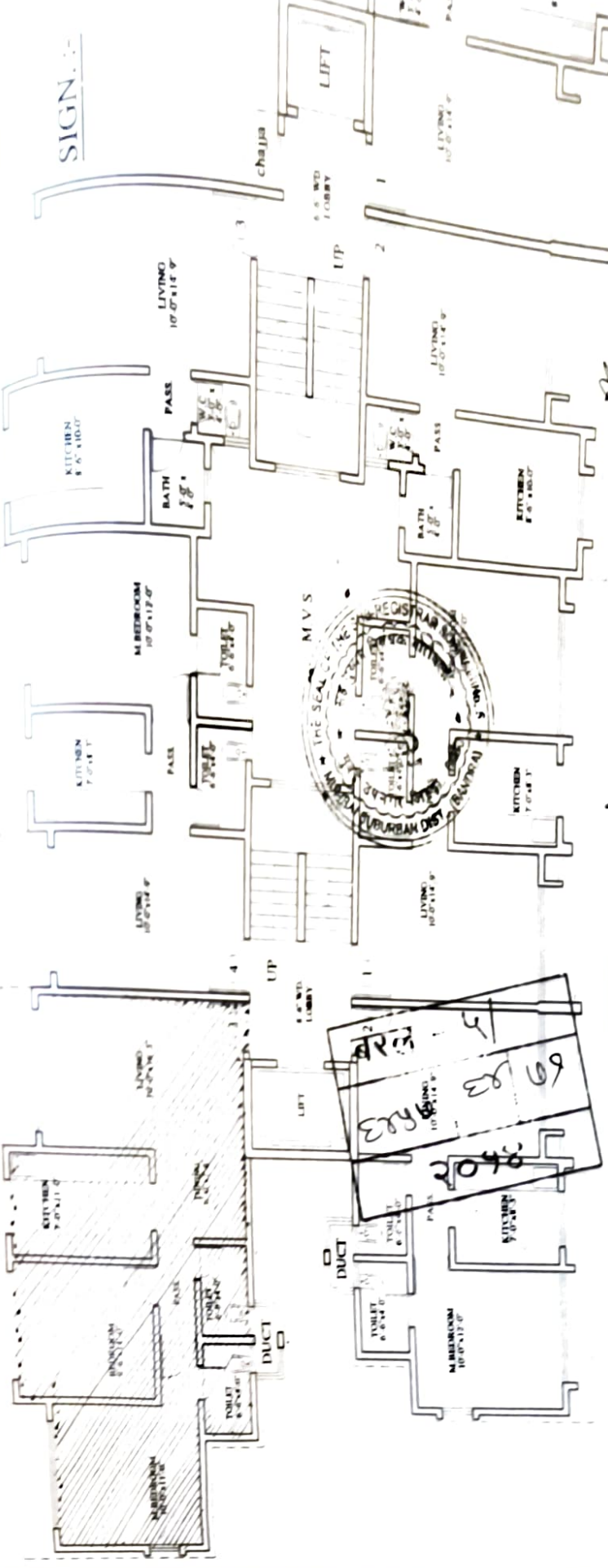
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पं०

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ARCHITECT



TYPICAL FLOOR PLAN

WING-A

WING-B

DEVELOPER  
RADIHYA CONSTRUCTION CO.  
11B, GOVAL SHOPPING ARCADE,  
1ST FLOOR, OPP. BORIVALI RLY STATION,  
BORIVALI (WEST), MUMBAI - 400092.

"KAMLA ENCLAVE"

Proposed Redevelopment of existing building on Plot bearing  
C.T.S. No. 2249 (B) of village Ekisar Rd. Borivali (West).



ARCHITECT  
SANJAY V. SHIRDIWALA (West)



ANNEXURE "E"

Restricted Amenities:

1. Stilt/parking, open parking spaces.
2. Stilt.
3. Terrace.
4. Hoarding rights.
5. Rights to install Antennas.
6. V Set.
7. T.V./Cable Tower



बरल - ५/		
६४५७	६६	७९
२०९४		

PERMANENT ACCOUNT NUMBER  
ADYPT6483H  
नाम / NAME  
JITENDRA KIRAN THAKUR  
पिता का नाम / FATHER'S NAME  
KIRAN SITARAM THAKUR  
जन्म तिथि / DATE OF BIRTH  
10-05-1980  
हस्ताक्षर / SIGNATURE  
आयकर विभाग (पञ्जाब)  
DIRECTOR OF INCOME TAX (PUNJAB)

PERMANENT ACCOUNT NUMBER  
AKEPP0312Q  
नाम / NAME  
EIGNATH YESHWANT PAWAR  
पिता का नाम / FATHER'S NAME  
YESHWANT LAJUMAN PAWAR  
जन्म तिथि / DATE OF BIRTH  
25-01-1984  
हस्ताक्षर / SIGNATURE  
आयकर विभाग (पञ्जाब)  
DIRECTOR OF INCOME TAX (PUNJAB)

आयकर विभाग  
INCOME TAX DEPARTMENT  
SAHU SATYENDRA SUKHRAM  
SUKHRAM KOJARAM SAHU  
11/12/1981  
Permanent Account Number  
BOSPS177J

भारत सरकार  
GOVT. OF INDIA



आयकर विभाग  
INCOME TAX DEPARTMENT  
PAWAN VISHNOI  
KALURAM KANARAM VISHNOI  
13.09/1982  
Permanent Account Number  
AFZPV3337D

भारत सरकार  
GOVT. OF INDIA

बरतल - ५/  
E8YU E5 09  
2098

PERMANENT ACCOUNT NUMBER  
AAEPV8957D  
नाम / NAME  
KALURAM KANARAM VISHNOI  
पिता का नाम / FATHER'S NAME  
KANARAM VISHNOI  
जन्म तिथि / DATE OF BIRTH  
15-10-1956  
हस्ताक्षर / SIGNATURE  
K.K. Vishnoi  
आयकर विभाग (पञ्जाब)  
DIRECTOR OF INCOME TAX (PUNJAB)

03 जुलै 2014 11:06 म.पू.

दम्त गोपबारा भाग-1

वर्ग-5

दम्त क्रमांक: 6457/2014

दम्त क्रमांक: वर्ग-5 /6457/2014

वाजार मूल्य: रु. 71,68,786/-

मोबदला: रु. 71,70,000/-

भरलेले मुद्रांक शुल्क: रु. 3,58,500/-

दु. नि. सह. दु. नि. वर्ग-5 यांचे कार्यालयात

प्र. क्र. 6457 वर दि. 03-07-2014

जे.टी. 11:03 म.पू. वा. हजर केला.

पावती: 7047

पावती दिनांक: 03/07/2014

मादरकरणाचे नाव: सत्येन्द्र मुखराम माहू

नोंदणी फी

रु. 30000.00

दम्त हाताळणी फी

रु. 1420.00

पृष्ठांची संख्या: 71

दम्त हजर करणाऱ्याची सही:

एकुण: 31420.00

सह. दु. नि. का. बोरोवली 5

सह. दु. नि. का. बोरोवली 5

दम्ताचा प्रकार: करारनामा

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

शिक्षा क्र. 1 03 / 07 / 2014 11 : 03 : 57 AM ची वेळ: (मादरीकरण)

शिक्षा क्र. 2 03 / 07 / 2014 11 : 04 : 31 AM ची वेळ: (फी)





Summary-2( दस्त गोषवारा भाग - २ )

शिका क्र.5 ची वेळ: 03 / 07 / 2014 11 : 06 : 50 AM नोंदणी पुस्तक 1 मध्ये

सह दु.नि.को.बोरीवली 5

EPayment Details.

sf.  
1 Epayment Number  
MH001295686201415R

Defacement Number  
0000959459201415

6457 /2014

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बरल - ५
८४५८ ७९ ७९
२०१४

प्रमाणित कागजत येते की, या  
दस्तावेज एकूण.....७.९.पाने आहेत

सह दुय्यम निबंधक, बोरीवली क्र. ५,  
मुंबई उपनगर जिल्हा



बरल - ५/ ८४५८ १२०१४  
पुस्तक क्रमांक १, क्रमांक..... बर  
नोंदला. [ 3 JUL 2014  
दिनांक :

सह दुय्यम निबंधक, बोरीवली क्र. ५,  
मुंबई उपनगर जिल्हा.

Summary-2( दस्त गोषवारा भाग - २ )



03/07/2014 11 08:38 AM

दस्त गोषवारा भाग-2

बरत-5

दस्त क्रमांक:6457/2014

७०

दस्त क्रमांक : बरत-5/6457/2014

दस्ताचा प्रकार :- करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: सत्येन्द्र सुखराम साहू पत्ता: प्लॉट नं: ए 303, माळा नं: 3, इमारतीचे नाव: गोविंद छाया, ब्लॉक नं: बिल्डींग न 7 प्रेम नगर, रोड नं: एम एफ सी गार्डन जवळ बोरिवली पश्चिम मुंबई, महाराष्ट्र, मुंबई. पॅन नंबर: BOSPS9427J	लिहून घेणार वय :- 33 स्वाक्षरी:-		
2	नाव: पवन कालुराम विष्णोई पत्ता: प्लॉट नं: ए 303, माळा नं: 3, इमारतीचे नाव: गोविंद छाया, ब्लॉक नं: बिल्डींग न 7 प्रेम नगर, रोड नं: एम एफ सी गार्डन जवळ बोरिवली पश्चिम मुंबई, पॅन नंबर: AFZPV3337D	लिहून घेणार वय :- 32 स्वाक्षरी:-		
3	नाव: मे. राधेय कंस्ट्रक्शन कंपनी चे भागिदार जितेंद्र किसन ठाकूर पत्ता: प्लॉट नं: 118, माळा नं: 1, इमारतीचे नाव: गोयल शॉपिंग आर्केड, ब्लॉक नं: बोरीवली रेल्वे स्टेशन समोर, रोड नं: एम् व्ही रोड बोरिवली पश्चिम मुंबई, महाराष्ट्र, मुंबई. पॅन नंबर: AAAFR0334E	लिहून घेणार वय :- 49 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्का क्र.3 ची वेळ: 03 / 07 / 2014 11 : 05 : 57 AM

ओळख:-

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव: कालुराम कानाराम विष्णोई वय: 55 पत्ता: 303 गोविंद छाया बिल्डींग न 7 प्रेम नगर बोरिवली पश्चिम मुंबई पिन कोड: 400092		
2	नाव: एकनाथ य पत्रा वय: 50 पत्ता: 733 स्वप्नदीप कॉम्प्लेक्स को-ऑपेराटिव्ह सोसायटी पश्चिम मुंबई पिन कोड: 400068		



शिक्का क्र.4 ची वेळ: 03 / 07 / 2014 11 : 06 : 31 AM



सूची क्र.2

द्वयम निबंधक मह दु नि बोरिवनी 5

दमन क्रमांक 6457/2014

मोदणी 63

Regn 63m

गावाचे नाव एकमर

करगनामा

₹ 7,170,000/-

₹ 7,168,786/-

2249, पाकिरेचे नाव मुंबई मनपा इतर बर्चन मदरिका न ए ५०३, बाळा न 5 वा ए बिग, इमारातीचे नाव कमला एल्मनेब बिलीय, ब्लॉक न एकमर गाव, रोड न ही एन प्लाचे बोरिवनी पश्चिम मुंबई 400103. इतर माहिती 595.00 चौ फुट कार्पेट 66.35 चौ मीटर

1) नाव:- ये. राधेचंद्र कंदुलन कंन्वी चे भाविदार बितेंद्र किमन ठाकूर, बच 49;

पत्ता:-प्लॉट नं 118, बाळा नं 1, इमारातीचे नाव गोबल ब्रापिंग आर्केड, ब्लॉक नं. बोरिवनी येन्वे स्टेशन मधोर, न

एम् व्ही रोड बोरिवनी पश्चिम मुंबई, महाराष्ट्र, मुंबई

पिन कोड:- 400092

रैन नं. AAAFR0334E

1) नाव:- मल्लेन्द्र मुधराय माहू, बच 33;

पत्ता:-प्लॉट नं ए 303, बाळा नं 3, इमारातीचे नाव गोबिंद छावा, ब्लॉक नं. बिलीय न 7 वेम नगर, रोड नं एम

गार्डन जवळ बोरिवनी पश्चिम मुंबई, महाराष्ट्र, मुंबई;

पिन कोड:- 400092,

रैन नं:- BOPSP9427J.

2) नाव:- पवन कानुराम बिज्जोई, बच 32;

पत्ता:-प्लॉट नं ए 303, बाळा नं 3, इमारातीचे नाव गोबिंद छावा, ब्लॉक नं. बिलीय न 7 वेम नगर, रोड नं एम

गार्डन जवळ बोरिवनी पश्चिम मुंबई, ...

पिन कोड:- 400092,

रैन नं:- AFZPV3337D.

01/07/2014

03/07/2014

6457/2014

₹ 358,500/-

₹ 30,000/-



ली न

मुल्काकनामाशी विभागत घेतलेला तपशील -

मुद्राक मुल्क अकारताना निवडलेला अनुच्छेद -

(i) within any Cantonment area annexed to it