

**M/S. PALASH CORPORATION**

C/213

AGREEMENT FOR SALE

**PALASH TOWERS**

3,07,550/-



Thursday, September 20, 2007

1:13:46 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 9200

गावाचे नाव ओशिवरा

दिनांक 20/09/2007

दस्तऐवजाचा अनुक्रमांक वदर 9 - 09169 - 2007

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: ज्योती स्टूडिओ लि वे अंथो. रिजनेटरी सुरेश रायचंदानी -

नोंदणी फी	-	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (49)	-	980.00
एकूण रु.		30980.00

आपणास हा दस्त अंदाजे 1:28PM ह्या वेळेस मिळेल

दुय्यम निवधक

अंधेरी 3 (अंधेरी)

बाजार मूल्य: 4402807 रु. मोबदला: 6499000 रु.  
भरलेले मुद्रांक शुल्क: 307550 रु.

देयकाचा प्रकार: डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: बँक ऑफ इंडिया;

डीडी/धनाकर्ष क्रमांक: 009969; रक्कम: 30000 रु.; दिनांक: 13/09/2007


REGISTERED &amp; SIGNATURE

20/09/07

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FRANKING DEPOSIT SLIP			
<b>ICICI Bank</b>		Customer Copy	
Deposit Br.	Date: 18/9/07		
Pay to : ICICI Bank Ltd. A/C Stamp Duty			
Franking Value	Rs.	3,07,650/-	
Service Charges	Rs.	20/-	
Total	Rs.	3,07,670/-	
Name of Stamp duty paying party :			
M/s. Jyoti Structures Ltd.			
Received With Thanks Rs. 3,07,650/- / Toward Payment of Stamp Duty			
DD / Cheque No.			
Drawn on Bank			
(For Bank's Use only)			
 83663-70			

## AGREEMENT FOR SALE

THIS AGREEMENT for Sale made and entered into at Mumbai this 18<sup>th</sup> day of September Two thousand Seven

BETWEEN : MESSERS. PALASH CORPORATION a partnership firm duly registered under the provisions of Indian Partnership Act, 1932 and having the place of business at 205/217, Commerce House, 140 Naginadas Master Road, Mumbai 400 023 hereinafter called "The Builders" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor of them and the heirs, executors and administrators of the last surviving partner) of the One Part AND Mr/Mrs/Miss/M/S

Jyoti Structures Ltd

of Bombay residing at / having its Office

Valecha Chambers, 5th - 6th Floors.

New Link Road, Dharuwar.

Andheri (West), Mumbai-400 053.

hereinafter called "the Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof mean and include as far as (a) individual concerned, his/her heirs, executors, administrators and assigns, (b) Partnership

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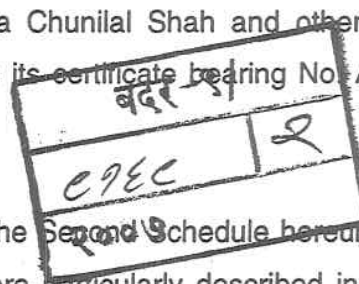
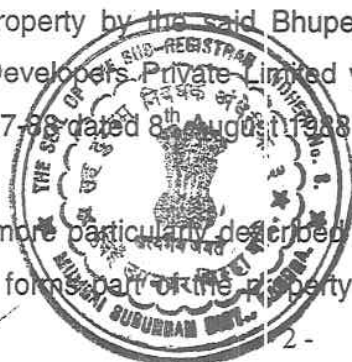
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For Receiver seven thousand five hundred fifty only

firm is concerned, the Partners or partner for the time being of the said firm, the survivors or survivor of them, the heirs executors and administrators of the last survivor and their, his or her assigns and (c) Limited Company is concerned its successors in title and assigns) of the Other part ;

WHEREAS :

- 1) Shri Bhupendra Chunilal Shah, Shri Jitendra Chunilal Shah and Shri Bharat Chunilal Shah (hereinafter referred to as "The Owners") are seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land or ground situated, lying and being at Oshiwara, Andheri, bearing Survey No.47 (part) and Survey No. 48, Hissa No. 4 (part) and containing by admeasurement in the aggregate 26,733 Sq. Yards equivalent to 22631.46 Sq. Mtrs or thereabout and bearing C.T.S No. 737 (part) and 720 (part) and more particularly described in the First Schedule hereunder written.
- 2) By an Agreement dated the 6<sup>th</sup> day of June, 1988 and made between Shri Bhupendra Chunilal Shah, Shri Jitendra Chunilal Shah and Shri Bharat Chunilal Shah therein called "the Owners" of the First part, Chunilal Vithaldas Shah therein called "the Tenant" of the Second part and Prathamesh Developers Private Limited therein called "the Developers" of the Third Part, the Owners agreed to allow Prathamesh Developers Private Limited to develop the property more particularly described Firstly and Secondly in the Schedule thereunder written and in the First Schedule and Second Schedule hereunder written (hereinafter called "the said property") at or for the price and on the terms and conditions recorded in the said Agreement dated 6<sup>th</sup> day of June, 1988;
- 3) The said Agreement is a valid and subsisting Agreement and Prathamesh Developers Private Limited have paid to the said Bhupendra Chunilal Shah and others its entire consideration amount payable by Prathamesh Developers Private Limited to them under the aforesaid Agreement;
- 4) The Appropriate Authority appointed under the provisions of Chapter XXC of the Income -Tax Act, 1961 granted its no objection for the sale and transfer of the said property by the said Bhupendra Chunilal Shah and others to Prathamesh Developers Private Limited vide its certificate bearing No. App. A/3296/Cert./87-88 dated 8<sup>th</sup> August 1988 ;
- 5) The property more particularly described in the Second Schedule hereunder written, which forms part of the property more particularly described in the



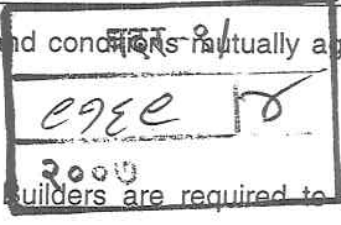

First Schedule hereunder written and has been divided from the property more particularly described in the First schedule hereunder written by 90 feet wide road passing through the said property and separate Cadestral Survey Number has been obtained in respect thereof;

- 6) By an Agreement dated 30<sup>th</sup> day of December, 1992 and made between Prathamesh Developers Private Limited therein called 'the Vendor' of the One part and "the Builders" therein called "the purchasers" of the Other part , Prathamesh Developers Private Limited agreed to sell and grant to the Builders development rights in respect of part of the said property more particularly described in the Second Schedule hereunder written on certain terms and conditions recorded in the said Agreement dated 30<sup>th</sup> day of December, 1992.
- 7) The Appropriate Authority appointed under the provisions of Chapter XXC of the Income-tax Act, 1961 has granted the Certificate under Section 269 UL (3) of the Income-tax Act, 1961 granting its no objection to Prathamesh Developers Private Limited to transfer the said property to the Builders and to develop the same and for an apparent consideration therein mentioned.
- 8) Subsequently upon survey of the said properties granted by the said Prathamesh Developers Private Limited to the Builders herein, the area on physical measurement of the said Properties had been ascertained as aggregating 8423 Sq. Mtrs. comprising of new CTS Nos. 720D admeasuring 7999.2 Sq. Mtrs. and CTS No. 720E admeasuring 423.8 Sq. Mtrs. Accordingly, by an Agreement dated 5<sup>th</sup> October, 1997 made between Prathamesh Developers Pvt. Ltd. as the Developers therein and the Builders herein as the Sub-Developers therein, the said Developers have confirmed that the Agreement dated 30<sup>th</sup> December 1992 is valid, subsisting and binding and that the properties, subject matter of the Agreement dated 30<sup>th</sup> December 1992 originally bearing CTS No. 737/1 and CTS No. 720 (Part) now stands rectified so as to read as CTS No. 720D and CTS No. 720E of Village Oshiwara, Taluka Andheri and containing by admeasurement an aggregate of 8423 Sq. mts. as more particularly described in the Second Schedule thereunder written and which corresponds with the new description set out in the Second Schedule hereunder written.
- 9) Messer. Kanga and Company, Advocates and Solicitors have by their Certificate of title dated 2<sup>nd</sup> August 1998 certified the title of Prathamesh Developers Private Limited to the said property as clear and marketable, a



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copy of the said certificate is hereto annexed and marked as exhibit "A". Shri N.N. Konkar, Advocate, has issued his Certificate of Title certifying the entitlement of the Builders herein to the said properties, a copy whereof is annexed and marked as Ex. 'B' hereto.

- 10) The building plans have been approved by the Municipal Corporation of Greater Mumbai (hereinafter called "MCGM") vide IOD. Ref. No. E.B./CE/5185/WS/AK/A dated 09/04/1994 for "A" & "B" Wing and E.B./CE/8514/WS/AK/BS/A dated 17.05.2005 for "C" Wing. (Building No. 2)
- 11) The Builders are entitled to carry out the work of construction and are in the process of constructing residential Building/s known as "**PALASH TOWERS**" on the said property and sell the flats/shops to the prospective purchasers on ownership basis in the said Building/s.
- 12) The Builders have appointed an Architect registered with the council of Architects.
- 13) The Builders have also appointed structural Engineers for the preparation of structural designs and drawings of the building/s.
- 14) The Purchaser has demanded from the Builders and the Builders have given inspection to the Purchaser/s of all documents of title relating to the said property, plans, designs, specifications and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Constructions, Sale Management and Transfer) Act, 1963 ( hereinafter referred to as the said Act) and the rules made thereunder:
- 15) At the request of the Purchaser/s the Builders have agreed to sell to the Purchaser/s Flat/Shop No 213 on the 21<sup>st</sup> floor in C Wing in the building PALASH TCWERS on the said property (hereinafter called "the said flats/shops:") at or for the price of Rs. 64,99,000/- /Rupees SIXTY FOUR LACS NINETY NINE THOUSAND Only and on certain terms and conditions mutually agreed upon by and between them:  

- 16) Under Section 4 of the said Act the Builders are required to execute a written Agreement of Sale of the said flats/shops with the Purchaser/s being in fact these presents and also to register this Agreement under the Registra-



tion Act. The Builders shall sign this Agreement and admit the execution of the same before the concerned Sub-Registrar of Assurances .

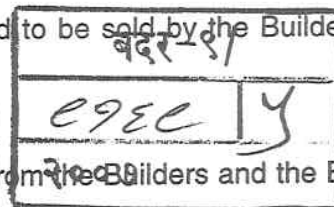
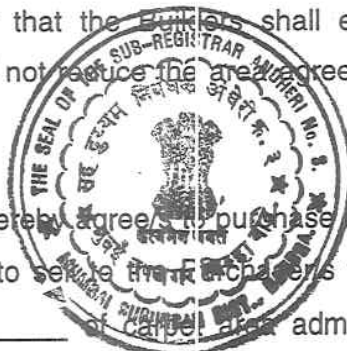
- 17) The Parties hereto are desirous of recording the terms and conditions relating to the sale of the said flats/shops by the Builders to the Purchaser/s.
- 18) The term "Purchaser" may include the female gender and plural and also firms, companies, and other associations and in that event the terms and derivatives used herein with reference to the said expression shall be construed accordingly i.e. if the Purchaser/s be a partnership firm, the said term shall unless repugnant to the context or meaning thereof mean and include the partners for the time being of the said firm, the survivors or survivor of them and his/her or their assigns, if the Purchaser/s be a Company or Society, the said term shall wherever appropriate, mean and include its successors and assigns and in other cases, the said term shall wherever appropriate mean and include all persons claiming right, title and interest through such Purchaser/s including their successors in interest.

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

1. The Builders will construct the building to be known as Palash Towers, consisting of flats/shops on the property situated lying and being in the Revenue Village of Oshiwara, Taluka Andheri, Mumbai and more particularly described in the Second Schedule hereunder written in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Builders may consider necessary or as may be required by the concerned local authority / Government Authorities and the Purchaser/s hereby expressly consents to such alterations and variations being carried out by the Builders.

Provided however that the Builders shall ensure that such variations or modifications shall not reduce the area agreed to be sold by the Builders to the Purchaser/s.

2. The Purchaser/s hereby agree to purchase from the Builders and the Builders hereby agree to sell to the Purchaser/s the Flats/Shops/Parking Space bearing no. 213 of Palash Towers measuring 650.18 sq. Ft. (which is inclusive of the area of balconies) on the 21<sup>st</sup> floor in



C wing of the said building "PALASH TOWERS" as shown in the floor plan hereto annexed and marked as annexure 'D' (hereinafter referred to as the said flat/unit) for the total consideration of Rs. 64,99,000/- (Rupees SIXTY FOUR LACS NINETY NINE THOUSAND ONLY) which is inclusive of proportionate price of the common area and facilities appurtenant to the said flat/shop and the nature and extent of which to be used in common, with other purchasers/occupiers of flat /shop).

Prior to the execution of this agreement Purchaser/s has/ have paid to the Builders a sum of Rs. 1,00,000/- (Rupees ONE LAC ONLY) as an earnest money and the purchaser hereby agrees to pay to the Builders the balance amount of the said purchase price in the following manner :

1. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only ) on Plinth work.
2. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) on casting of slabs ; (i.e. Rs. \_\_\_\_\_/- on each slab)
3. Rs. 42,54,330/- (Rupees Forty Two LACS FIFTY FOUR THOUSAND THREE HUNDRED THIRTY Only) on ~~\_\_\_\_\_~~ on before 30/09/07
4. Rs. 6,49,900/- (Rupees SIX LACS FORTY NINE THOUSAND NINE HUNDRED Only) on Internal and External Plaster.
5. Rs. 2,59,960/- (Rupees Two LACS FIFTY NINE THOUSAND NINE HUNDRED SIXTY Only) on flooring work.
6. Rs. 1,94,970/- (Rupees ONE LAC NINETY FOUR THOUSAND NINE HUNDRED SEVENTY Only) on Doors & Windows Work .
7. Rs. 3,24,950/- (Rupees THREE LACS TWENTY FOUR THOUSAND NINE HUNDRED FIFTY Only ) on Plumbing and Sanitary Work.
8. Rs. 1,94,970/- (Rupees ONE LAC NINETY FOUR THOUSAND NINE HUNDRED SEVENTY Only) on Electrical Work.
9. Rs. 5,19,920/- (Rupees FIVE LACS NINETEEN THOUSAND NINE HUNDRED Only) at the time of Possession.



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3. It is hereby expressly agreed by and between the parties that the time shall be the essence of this Agreement for payment of installments as aforesaid
4. The Builders 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 authorities at the time of sanctioning the building plans or thereafter and shall before handing over the Flat/Shop/Bungalow/Premises to the purchaser obtain from the concerned local authorities occupation and/or completion certificate in respect of the said building in which Flat/Shop/Bungalow/Premises is situate.
5. The Builders have informed the Purchaser and the Purchaser is aware that the building plans are sanctioned by the Municipal Corporation of Greater Mumbai and besides the building comprising of first phase, the Builders shall at their sole discretion get sanctioned additional F.S.I. if available in respect of the adjoining or any other properties and plans for the construction of other building/s thereon. The Purchaser further confirms and irrevocably consents to the Builders amalgamating or sub-dividing or allowing the larger property and the said property to be developed in part or parts without being sub-divided by the nominee or nominees or assignee or assignees of the Builders and to give on lease, sub-lease or under-lease the said property or any part thereof including converting the nature of the said property from freehold to lease-hold as the Builders may desire and the Purchaser hereby conditionally and irrevocably consents to the same.
6. The Purchaser hereby expressly consents to the Builders redesigning any building or buildings or relocating the recreation area or internal roads and passages and such other area or areas in the said property which the Builders may desire to modify and redesign and if the building in which the Purchaser has agreed to acquire the premises is completed earlier than other wings buildings in the said property, then the Purchaser confirms that the Builders will be entitled to utilise any F.S.I. which may be available on the said property or properties as the case may be and till the entire building as set out herein is completed and the F.S.I. available on the said property is duly utilised by the Builders and the amount/s receivable by the Builders are received and all the obligations required to be carried out by the Purchaser herein and the Purchasers of the premises are fulfilled by them, the Builders shall not bound and/or be called upon by the Purchaser or required to form any Co-operative Society, Limited Company or Condominium of Apartments,



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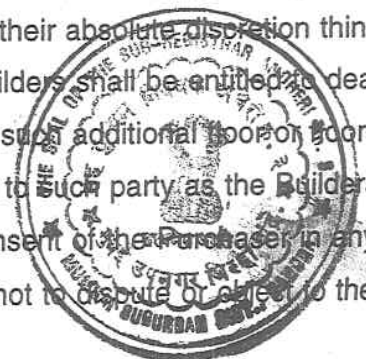
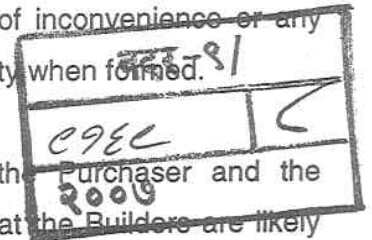
as the case may be, and the Purchaser agrees and irrevocably consents not to raise any demand or dispute or objection in that behalf.

7. a). The Builders shall be entitled to transfer, assign dispose of and/or to sell in any manner they deem proper the terrace, passage, open lobbies, chocks etc. to anybody on the terms and conditions they deem fit and proper and the Purchaser alongwith other Purchasers will not raise any objections of whatsoever nature in respect of the right, title and interest of the Builders, and/or their nominee or nominees in this respect.

b) The Builders shall become member of the Society or Limited Company in respect of the vacant and unsold flat. If the Builders transfer, assign and dispose of the terrace, passage, lobbies chocks etc. at any time to anybody the assignees, transferee and/or the Purchaser/s from the Builders shall become the members of the said terrace, passage, lobbies etc. The Purchaser will not take any objection to admit such assignees or transferees as the members of the Society and/or Limited Company as the case may be.

c.) The Purchaser agrees that he/she/they alongwith other purchasers of the Flat/Shop/Bungalow/Premises will not charge or take anything from the Builders or their nominees or nominee any amount by way of monthly maintenance charges or any other charges in respect of unsold premises or demand any reduction in the price on the ground of inconvenience or any other ground and same shall be binding on the Society when formed.

8. It is hereby agreed between the Builders and the Purchaser and the Purchaser confirms that he/she/they is/are aware that the Builders are likely to receive additional F.S.I. and/or development rights are likely to be received by the Builders from the said property and/or from the adjoining properties now forming part of a common layout and in the event of the Builders receiving such additional F.S.I. and/or development rights, the Builders shall be entitled to construct either additional floor or floors on the said building or any part thereof or construct any additional structure on the said property in the open compound as may be permissible either as Annexe Building or as an independent building as the Builders may in their absolute discretion think fit and proper and in the aforesaid event the Builders shall be entitled to deal with, dispose of, alienate, encumber or transfer such additional floor or floors or buildings or structures for such consideration to such party as the Builders may desire without reference or recourse or consent of the Purchaser in any manner whatsoever and the Purchaser agrees not to dispute or object to the



same. The right hereby reserved by the Builders shall be available to them even after the Society or Condominium or a Limited Company is formed of the Flat purchasers.

9. In the event of the Purchaser/s making delay in payment of any of the installments on its due dates, then in that event, the Purchaser/s agrees to pay to the Builders interest at the rate of 21% per annum on all the amounts which become due and payable by the Purchaser/s to the Builders under the terms of this Agreement if any such amount remains unpaid for seven days or more after becoming due to the Builders till the date of actual payment.
10. On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Builders under this Agreement and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Builders shall be entitled at their own option to terminate this agreement, notwithstanding the right reserved to the Builders to charge interest on the delayed payment as aforesaid. Provided always that the power of termination herein before contained shall not be exercised by the Builders unless and until the Builders shall have given to the Purchaser/s fifteen days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within 15 days of receipt of such notice; Provided FURTHER that upon termination of the Agreement as aforesaid the Builders/Promoters shall forfeit the earnest money paid by the purchasers and refund to the purchaser the balance installments of sale price of the said premises which may till then have been paid (if any) by the purchasers to the Builders and Builders shall not be liable to pay the purchasers any interest and/or compensation on the amount so refunded and upon termination of this Agreement the Builders shall be at liberty to dispose off and sell the said flats/shops to such person and at such price as the Builders/Promoters may in their absolute discretion think fit without any reference to the purchaser and appropriate the sale price to themselves.
11. The Builders shall in respect of any amounts remaining unpaid by the Purchaser/s under the terms and conditions of this agreement have first lien and/or charge on the said flats/shops agreed to be purchased by the Purchaser/s.



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12. The fixtures, fittings and amenities to be provided by the Builders in the said building and the flats/shops are those that are set out in Annexure 'C' annexed hereto.

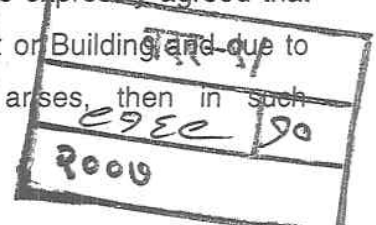
13. The Builders shall give possession of the said flats/shops to the Purchaser/s on or before 31<sup>st</sup> day of MAY 2008. a

Provided the Builders have received the full purchase price in respect of the said flats/shops and all other amounts payable by the purchaser/s to the Builders. If the Builders fail or neglect to give possession of the flats/shops 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 Builders shall be liable on demand to refund to Purchaser/s the amounts already received by them in respect of the flats/shops with simple interest at 9% per annum from the date the Builders received the said sum till the date the amounts and interest thereon is repaid.

Provided that the Builders shall be entitled to reasonable extension of time for giving delivery of flats/shops on the aforesaid date, if the completion of building in which the flats/shops is 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.
- iv) Delay in granting occupation certificate or completion certificate by the Mumbai Municipal Corporation or any Government Authority.

14. The Purchaser shall take possession of Flat/Shop within 7 days of the Builders giving written notice to the Purchaser intimating that the said flat is ready for use and occupation. It is further agreed that if no notice is received by the Purchaser for taking possession, Purchaser cannot escape from the obligation of payment of maintenance charges and other dues payable by him. It shall be the obligation on the part of the Purchaser to be in touch with the Builders for obtaining possession of the Premises/Flat/Shop and shall be liable to pay all his dues payable to the Builders. It is expressly agreed that due to changes made by any Purchaser in the Flat or Building and due to such changes and alteration if any complaint arises, then in such





circumstances the Builders shall not be liable or responsible for repairs and compensation.

15. Commencing a week after notice is given by the Builders to the Purchaser/s that the said premises are ready for use and occupation the Purchaser/s shall be liable to bear and pay all taxes and charges for electricity and other services and the outgoings payable in respect of the said premises.
16. The Purchaser/s agrees and binds himself to pay regularly every month, by the fifth day of every month to the Builders until the Conveyance of the said property is executed in favour of a Co-operative Housing Society as hereinafter stated and thereafter to the Co-operative Housing Society, the proportionate share that may be decided by the Builders or the Co-operative Housing Society as the case may be for (a) Insurance Premium (b) all Municipal and other taxes that may from time to time be levied against the land and/or building including water taxes and water charges and (c) outgoings for the maintenance and management of the property and the common amenities such as lifts, fire fighting equipments, common lights, lawns, gardens and other outgoings such as collection charges, for watchmen, sweepers and maintenance of accounts, incurred in connection with the said property.
17. The Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of residence and no other use of any nature whatsoever shall be permitted. The Purchaser shall use the garage/parking space (if allotted) only for the purpose of keeping or parking his/her/their own vehicles and the Purchaser shall not be permitted to transfer this garage/parking space to any third party under any circumstances.
18. The Purchaser shall not use the said premises for any purpose other than as set out in these presents nor shall use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other premises in the said building or for any illegal or immoral purposes.
19. The Purchaser/s shall not decorate the exterior of the said flats/shops otherwise than in the manner agreed to with the Builders under this Agreement.
20. The Purchaser/s shall at the time demand partition of his/their interest in the said building in which the said flats/shops is situated and/or the said

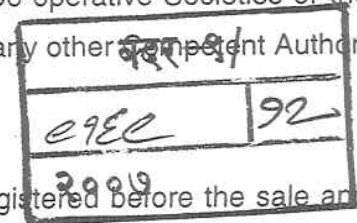


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property. It is being hereby agreed and declared by the Purchaser/s that his/their/its such interest in the said property is impartible.

21. It is expressly agreed that the Builders shall be entitled to put up hoarding/s illuminated or comprising of neon signs on the said property or on the building or buildings on their said property or any part thereof and for that purpose the Builders are fully authorised to allow temporary or permanent construction or erection or installation either on the exterior of the building or on the said property as the case may be and the purchaser agrees not to object or dispute the same. The Builders shall also be entitled to transfer, assign, let or sub-let or give on licence basis the hoardings and sites thereof for such consideration and upon such terms and conditions as the Builders may deem fit and the Purchaser agrees not to raise any dispute or objection in that behalf.

22. The Purchaser/s along with other purchasers of flats/shops in the said building constructed on the said property shall join in forming and registering the Society or a Limited Company to be known by such name as the Builders may decide and for this purpose also from time to time sign and 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 Builders within fifteen days of the same being forwarded by the Builders to register the organisation of the Purchasers 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.



23. In the event of any Society being formed and registered before the sale and disposal by the Builders of all the Flats/shops on the said building, the powers and the authority of the Society or Limited Company or Condominium of Apartment Owners so formed of the Purchasers and other holders of the premises shall be subject to the overall control of the Builders in respect of all the matters concerning the said building and in particular the Builders shall have absolute authority to deal with and dispose of the unsold flats/shops, in





such manner as it deems fit and to receive the consideration in respect thereof. Provided always that the Purchaser/s hereby agrees and confirms that in the event of the said Society and/or Limited Company or Condominium of Apartment Owners being formed before the Builders deals with or disposes of all the flats/shops to be constructed in the said building then and in that event an allottee or purchasers of flats/shops from the Builders shall be admitted to the membership of such Co-operative Society, Limited Company or Condominium of Apartment or being called upon by the Builders without payment of premium or any additional charges save and except Rs. 250/- for the share money and Rs. 100/- as entrance fee and such allottee, purchaser or transferee thereof shall not be discriminated against or treated prejudicially by such common organisation. In case the Builders assists in the formation and registration of a Co-operative Housing Society before the disposal by the Builders of all the flats/shops in the said building, then in such case, the Builders shall join in as the Promoter/Member in respect of the unsold flats/shops and as and when such flats/shops are sold, to the persons of the Builders choice and at the discretion of the Builders, the Co-operative Housing Society shall admit as members the Purchasers of such flats/shops without charging any premium or any other extra payment.

24. It is hereby agreed by and between the parties hereto that the builders shall execute the necessary Conveyance of the said land and the said building in favour of such society or Limited Company only after all the wings/Buildings in the said complex are constructed and are completed in every respect and all the Flats/shops/premises are sold to the prospective purchasers and all the dues payable by all the purchasers are duly paid and received by the Builders and the Purchasers shall not insist upon such conveyance to be executed earlier. If there is more than one Society on the said property all the societies shall take the conveyance jointly if the property cannot be subdivided for the allotment of land to each of the Society and the individual society cannot raise any objection or insist on separate conveyance for each of the societies.

25. Notwithstanding what is contained herein to the contrary the Builders shall be entitled to convey or cause to be conveyed or demised and give on lease the said property or any part or portions thereof with or without sub-division either building-wise, phase-wise or wing-wise to independent Society/Limited Company or Condominium of Apartment Owners or body of flat purchasers or Association of flat holders as the case may be, and the option to be selected and exercised by the Builders shall be sole option of the Builders and the purchaser herein or any body of prospective purchasers will be entitled



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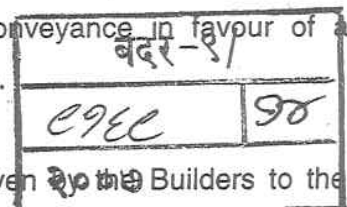
to call upon or compel the Builders to select any specific option as the case may be.

26. It is expressly agreed that it will be the sole option of the Builders to convey or demise the said property or any part or portion thereof without sub-division and on the basis of undivided share, right, title and interest and all the recreation area and internal road area and areas under reservation shall be and continue to be retained by the Builders and the Builders shall be entitled to sell, transfer or assign such area to any person or party as the Builders may desire and neither the purchaser herein nor the body of flat purchasers OR prospective purchasers shall dispute, object or oppose the decision of the Builders in that behalf.

27. The Solicitors and Advocates of the Builders shall prepare and/or approve, as the case may be, the Deed of Conveyance and all other documents to be executed in pursuance of this Agreement and also bye-laws in connection with the formation and registration of the Co-operative Housing Society. All costs, charges and expenses, including stamp duty, registration charges and expenses in connection with the preparation and execution of the Deed of Conveyance and other documents for the formation and registration of the Co-operative Housing Society shall be borne, shared and paid by all the Purchaser/s of the building in proportion to the area of their respective premises and/or be paid by such Co-operative Housing Society. Such amount shall be kept deposited by the Purchaser/s with the Builders at the time of taking possession of the said premises and shall until utilisation, remain with the Builders free of interest. The Builders are not liable to contribute any amount towards the above expenses

28. The Builders will have the option to impress the said property with the provisions of Maharashtra Apartment Ownership Act, 1970 instead of getting a Co-operative Housing Society registered. If the Builders so decide to apply the provisions of the Maharashtra Apartment Ownership Act in respect of the said property, the Builders will execute the necessary declaration as contemplated by section 2 of the said Act and will execute a separate Deed of Apartment Ownership in respect of the respective flats/shops in favour of the respective Purchaser/s thereof, instead of a Conveyance in favour of a Co-operative Housing Society as contemplated above.

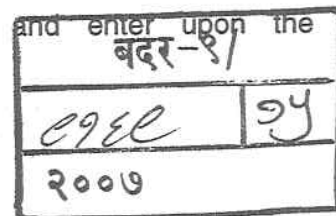
29. Commencing a week after notice in writing is given by the Builders to the Purchaser/s that the flats/shops are ready for use and occupation, the



Purchasers shall be liable to bear and pay the proportionate share (i.e. proportion to the floor area of the flats/shops) of outgoings as mentioned in the above clause in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, Watchmen, sweepers etc and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society / OR Limited Company is formed and said land and building are transferred to it, the Purchaser/s shall pay to the Builders such proportionate share of outgoings as may be determined by the Builders. The Purchaser/s further agrees that till the Purchaser/s share is so determined the Purchaser/s shall pay to the Builders provisional monthly contribution of Rs. 3880/- /- per month towards the outgoings and shall keep deposited with the Builders twelve months advance of such contribution without interest prior to taking possession of the said premises. The amounts so paid by the Purchaser/s to the Builders shall not carry any interest and remain with the Builders until a conveyance is executed in favour of the Society or a Limited company as aforesaid. Subject to the provision of section 6 of the said Act, on such conveyance being executed, the aforesaid deposits (less deductions provided for under this Agreement shall be paid over by the Builder to the Society or the Limited Company, as the case may be. The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reasons whatsoever.

30. The purchaser and the other purchasers of Flat/Shop/Premises will not require the Builders to contribute proportionate share of maintenance charges and/or Municipal Taxes etc. in respect of the Flat/Shop/Premises which are unsold and undisposed off and the Builders will also be entitled to the refund of Municipal taxes on account of the vacancy of the said Flat/Shop/Premises.

31. Without prejudice to the rights of the Builders under the Maharashtra Ownership Flat Act, 1963 and/or under any law the Builders will be entitled to take action against the purchaser if the purchaser neglects or fails to pay his/her/their proportionate share of outgoings referred to in this Agreement every month, and if he/she/they remain/s in arrears continuously for three months, the Builders shall after giving due notice in writing to the purchaser be entitled to terminate the Agreement and enter upon the said



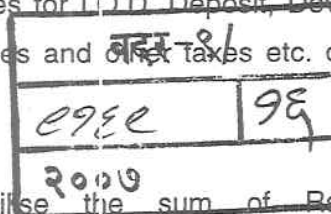
Flat/Shop/Premises and resume possession thereof and forfeit all moneys paid by the purchaser under this Agreement.

32. The Purchaser shall on or before delivery of possession of the said premises pay to the Builders the following amounts :

- i) Rs. 5000/- Legal charges for preparing and engrossing this Agreement. RS
- ii) Rs. 600/- towards membership entrance fees and share money a
- iii) Rs. 7500/- towards common deposits payable to electric supply company, water department and other deposits & expenses.
- iv) Rs. 46560/- For Proportionate share of taxes & other charges & deposits.  
(12 months Deposit)
- v) Rs. 3000/- Being charges for formation of Society/ OR Limited Company or condominium of Apartment Owners. RS

Rs. 62,560 /- (Rupees SIXTY TWO THOUSAND  
SIX HUNDRED SIXTY Only).

33. The Purchaser shall also pay proportionate shares in respect of his premises towards, M.C.G.M. charges for L.D. Deposit, Development Charges, Land Under Construction charges and other taxes etc. during the course of construction.



34. The Builders shall utilise the sum of Rs. 15,500/- (Rupees FIFTEENTH THOUSAND FIVE only) mentioned at serial no. i, iii, and v of clause no. 31 paid by the Purchaser/s to the Builders for meeting all legal costs, charges and expenses, including professional costs of Attorney, Law/Advocates and Solicitors of the Builders in connection with the formation of the Society or the Limited Company as the case may be and for preparing its rules, regulations and bye-law, or as the case may be Memorandum and Articles of Association.



tion and the Builders shall not be liable to furnish the accounts of such expenses either to the flat purchasers or to the Society at any time.

35. At the time of registration of the conveyance, the purchaser shall pay to the Builders his/her/their share of Stamp Duty, Registration charges and all other costs, charges and expenses payable, if any, on the conveyance or any documents or instrument of transfer in respect of the said land and the building to be executed in favour of the Society or Limited Company, as well as the costs of preparing, engrossing, stamping and registering all the agreements deeds, documents or writings as may be required to be executed, and the Builders shall not be liable to contribute any amount in respect thereof. It is further agreed that Builders shall be entitled to use the deposit amount lying with them (if any) for payment of cost and charges of the conveyance.

36. The Builders have informed the Purchaser/s and the Purchaser/s is/are aware that the Builders are developing the said property alongwith other adjoining property or properties as integrated development of larger complex and the Purchaser/s do hereby declare and confirm and covenant with the Builders as under :-

- i) The Builders shall be entitled to grant any right of way or license or any right, through over or under the said property more particularly described in the Schedule hereunder written to any person or party including occupants, Purchaser or person entitled to any area or areas in any buildings which may be constructed by the Builders either on the said property more particularly described in the Schedule hereunder written or any other property or properties adjoining to the said property to any other person or party as the Builders may desire or deem fit.
- ii) The Builders will be entitled to utilise the recreation ground area for the purpose of construction of structure or structures as may be permissible in laws and construct any recreation center or any health club or swimming pool restricting the rights of use, enjoyment, occupation etc., thereto as the Builders may desire or deem fit in their absolute discretion and the Purchaser shall not be entitled to and shall not demand use of the said recreation center, health club or swimming pool as the case may be and the Purchaser agrees to use the same after payment of such amount or amounts including membership fees, periodic charges, deposit and con-



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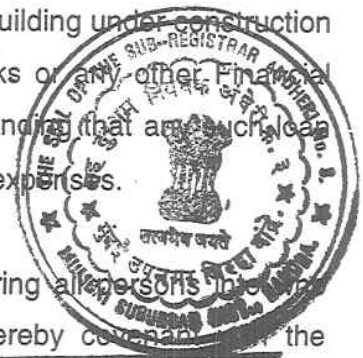


sideration as may be fixed by the Builders from time to time in that behalf.

- iii) The Builders shall prior to formation of the Society as stated herein after or prior to the conveyance of the said property or part thereof and the building to such Society be entitled to revise the boundary or area of the layout in respect of the said property more particularly described in the Schedule hereunder written and to submit any revised or amended building plans for the purpose of revision of the layout in respect of the property time to time as the Builders may desire or deem fit.
- iv) The Builders shall be entitled to take benefit of any approval of development rights which may become available in respect of the said property or in any other property or properties either adjoining to the said property or otherwise as may be permissible in law and the purchaser shall neither claim any right thereto nor object or dispute the same in any manner whatsoever.
- v) Notwithstanding what is contained herein to the contrary, the Purchaser/s doth/do hereby irrevocably authorise the Builders to submit any revised plan for the purpose of making any amendment, change or modification in the building plans in respect of the said building in which the Purchaser/s has/have agreed to purchase the premises as provided in Maharashtra Ownership Flats Act, 1963 as the Purchaser is aware that if the Builders have balance floor space index and/or development right in respect of the said property and/or adjoining property and the Builder intend to construct either additional floor or floors, annex structure or adding wing to the said building and the Purchaser/s has/have no objection or dispute regarding the same in any manner whatsoever.

37. The Purchaser/s hereby gives his/her/their/its express consent to the Builders to raise any loan against the said property and the building under construction and to mortgage the same with any Bank or Banks or any other Financial Institution. This consent is on the express understanding that any such loan liability shall be cleared by the Builders at their own expenses.

38. The Purchaser/s for himself with an intention to bring all persons to whomsoever hands the flats/shops may come, doth hereby consent to the Builders as follows.



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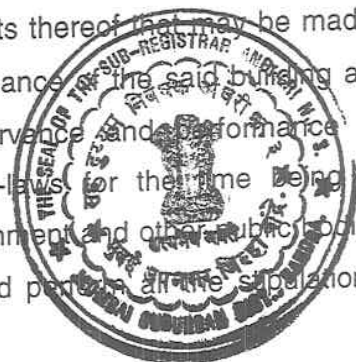
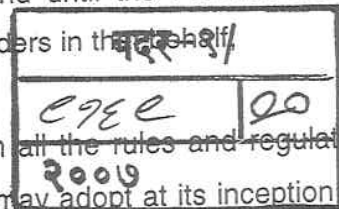
- a) To maintain the flats/shops at Purchaser/s own cost in good tenantable repair and condition from the date of possession of the flats/shops is taken and shall not do or suffer to be done anything in or to the building in which the flats/shop is situate, staircase or any passages which may be against the rule, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the flats/shops is situated and the flats/shops itself or any part thereof;
- b) Not to store in the flats/shops any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building, or the storing of which are objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the staircase, common passages or any other structure of the building in which the flats/shops are situated, including entrances of the building in which the flats/shops is situated and in case any damage is caused to the building in which the flats/shops is situated or the flats/shops on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach;
- c) To carry out at his/her own cost all internal repairs to the said flats/shops and maintain the flats/shops in the same conditions, state and order in which it was delivered by the Builders to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the flats/shops are situated or to the said flats/shops which may be in contravention of 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/s 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 flats/shops 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 flats/shops or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the flats/shops are situated and shall keep the portion sewers, drain pipes in the flats/shops and appurtenances thereof 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 flats/shops is situated and shall not chisel or in any other manner damage the columns,

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beams, walls, slabs or RCC, Pardis or other structural members in the flats/shops without the prior written permission of the Builders and/or 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 flats/shops are situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurances;
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flats/shops in the compound or any portion of the said land and the building in which the flats/shops are situated;
- g) Pay to the Builders within 15 days of demand by the Builders, his/their/its share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the flats/shops are situated;
- 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 authority and/or Government and/or other public authority, on account of any change of user of the flats/shops by the Purchaser/s;
- i) The Purchaser/s shall not let, sublet, transfer, assign or part with his interest or benefit factor under this Agreement or part with the possession of the flats/shops until all the dues payable by the Purchaser/s to the Builders under this Agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has obtained the prior written consent of the Builders in the form of
- j) The Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats/shops therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies and 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 flats/shops in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

k) Till the conveyance of building in which flats/shops is situated is executed the Purchaser/s shall permit the Builder and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings and the flat/shop or any part thereof to view and examine the state and condition thereof.

39. Nothing contained in this Agreement is intended to be nor shall the same be construed as a grant, demise or assignment in law of the said flats/shops or of the said land and building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the flats/shops hereby agreed to be sold to him/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Builders until the said land and building is conveyed to the Society/Limited Company as hereinbefore mentioned.

40. It is clearly understood and agreed by and between the parties hereto that the Builders shall have the unqualified and unfettered right to sell on ownership basis to anyone of their choice, the terrace above the top floor of the said building, subject to the necessary means of access to be permitted to such purpose as to reach the water tanks, and lift rooms of the building and for installing T.V. Antenna. The Purchaser of such terrace shall be entitled to make the use of the same for any purpose whatsoever as permissible by law. However, the Purchaser shall not enclose or cover the said terrace without the written permission of the Builders and/or the Society, as the case may be and the MCGM authorities.

41. The Builders shall be at liberty (and are hereby permitted) to make variations in the layout of the said property/layout land and/or elevation of the building including putting up additional construction as mentioned above, allocating the open spaces/all structures/building/garden spaces and/or varying the location of the access to the said building and obtain from the authorities concerned, revised permissions, sanctions for redevelopment of the other structure as the exigencies of the situation and the circumstances of the case may require. The Purchaser/s expressly hereby consents to all such variations.



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42. If at any time prior to or even after the execution of the Deed of Conveyance, the F.S.I at present applicable /available to the said property is increased, such increase shall ensure for the benefit of the Builders alone without any rebate to the Purchaser/s.
43. The Builders shall have a first lien and charges on the said flat/shop agreed to be acquired by the Purchaser/s in respect of any amount due and payable by the Purchaser/s to the Builder under the terms and conditions of this Agreement.
44. All payments required to be made under this Agreement shall be Account Payee Cheques in favour of the Builders and no payment made otherwise than as aforesaid, shall be valid or binding on the Builders. Further, no receipt for any payment shall be valid or binding unless it is issued by the Builders on their printed letterhead/receipt form. It is further agreed that the purchaser shall arrange to pay the housing loan if he applies through cheque payment in the name of the Builders to be deposited in their Bank Account.
45. In particular, it is hereby expressly clarified and agreed between the parties hereto that in case the Builders are able to utilise any transferable development rights (TDR) on the said property or any extra F.S.I is available to them in respect of set back, the Builders will be entitled to construct additional floor/s in the said building.
46. Any delay tolerated or indulgence shown by the Builder in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Builders shall not be construed as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Builders.
47. The Purchaser/s and/or the Builders shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Builders will attend such office and admit execution thereof after receiving proper intimation from the flat purchaser/s/ Society as the case may be.
48. The purchaser/s hereby agree to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.



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49. The transaction covered by this contract at present is not to be understood as a sale liable to tax under Sales Tax or works contract Law or any other statute notification or circular of Government (State and/or Central). If, however, by reason of any enactment or amendment of any existing law or on introduction or enforcement of any statute, circular or notification by any Government (Central or State) this transaction is held to be liable to any tax as a whole or in part or any inputs or labour or material or equipment used or supplied in execution of or in connection with this transaction are liable to tax including service tax/charges, the same shall be payable by the Purchaser/s along with other Purchasers on demand at any time and the Builders shall not be held liable or responsible in respect thereof. In the event of onus and responsibility being cast upon the Builders to pay any such tax or service charges including as may be levied on the labour charges it shall be the obligation of the Purchaser to pay the same to the Builders who shall thereafter pay the same to the Concerned Authority.

50. The Builders have informed the Purchaser that there will be common access roads, passages, electric and telephone cables, water lines, drainage lines, sewage treatment plant and other common amenities in property described in the Schedule hereunder written. The Builders have further informed that all the charges of the aforesaid amenities will be common and the Purchaser along with other purchasers in the complex buildings shall share such charge in respect thereof as also maintenance charges proportionately. None of the Purchasers shall be entitled to object to the Builders laying such pipelines, underground electric and telephone cable, water lines, drainage lines, sewage lines etc, passing through any of the properties belonging to the Builders. The Builders also reserve the right of forming common federation or an Apex Cooperative Housing Society or a Committee which may be allowed under the law for the time being in force of all the societies for maintaining aforesaid common facilities such as underground electric and telephone cables, water lines, internal roads, sewage lines, sewage treatment plant and all other common amenities in the scheme, passing through any of the properties belonging to the Builders including property described in the Schedule hereunder written.

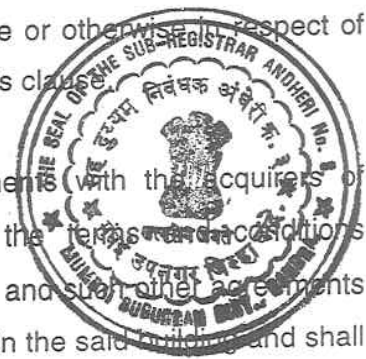
51. The provisions of this agreement have been read or/and fully understood by the Purchaser/s hereto.



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52. The Builders or any person or persons nominated by the Builders or the party/s to whom the rights conferred / or contained under this clause are assigned shall have an absolute right to make additions, put up additional structures as may be permitted by the Municipal Corporation and other competent Authority and such additions, alterations and structures will be the sole property of the Builders or their nominee or nominees as the case may be who will be entitled to dispose off the same in any way they choose and the Flat Purchasers Flat Holder hereby consents to the same. The Builders and/or their nominee or assigns shall be entitled to display advertisements or hoardings or sign boards or neon signs on any portion of the compound of the said property including the terrace walls, parapet walls and compound walls and shall be exclusively entitled to the income that may be derived by display of the said advertisements or hoardings at all times hereafter. The Builders and/or their nominees or assignees shall also be entitled to install V-sat Antenna and Broadcasting and Communication Towers on the Terrace of the buildings and to appropriate the entire income or consideration in respect thereof for themselves. The Agreement with the Purchasers in the said building shall be subject to the aforesaid rights of the Builders or their nominee or nominees or assignees and the Purchasers shall not be entitled to raise any objection or to any reduction in the price of the flat/garages/parking spaces agreed to be acquired by him/he/ them/itself and/or compensation or damages on any ground whatsoever AND IT IS HEREBY AGREED that the Builders shall be entitled to nominate any other person or persons to obtain the benefits of the rights and interest conferred by this clause or to assign such benefits, rights and interest in favour of other persons. Such nominee or assignee shall be admitted as member/s of the said Co-operative Society, to whom the said authority/powers (Building) will be transferred in pursuance of the provisions herein contained provided further that neither of the Purchasers or the Society, shall be entitled to charge the Builders and/or its nominee or assignees any amount by way of maintenance or otherwise in respect of the rights and benefits conferred upon them by this clause.

53. The Builders shall enter into separate agreements with the acquirers of different flats/shops in the said building on the terms and conditions substantially similar hereto and the benefit of this and such other agreements shall ensure for the benefit of all the Purchaser/s in the said building and shall be available for enforcement not only against the respective purchasers thereunder but all subsequent flats/shops acquirers in the said building and the provisions of such agreements shall bind to the extent applicable to the transferee/s of flats/shops from the original purchasers also.



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54. The Purchaser of the premises jointly shall insure and keep insured the said building PALASH TOWERS at their cost against loss or damage by fire or any other calamities for the full value thereof.

55. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s, by Simple Post / Courier / Registered Post. A.D. /Under Certificates of posting at his/her address specified below :

VALECHA CHAMBERS, 5<sup>th</sup> & 6<sup>th</sup> FLOOR,  
NEW LINK ROAD, OSHIWARA,  
ANDHERI (WEST), MUMBAI - 400053.

56. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Of Flats Act 1963 and the Rules made thereunder.

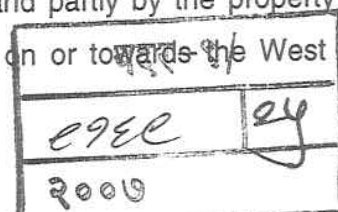
57. All the disputes regarding sale/transfer of this Flat shall be subject to the jurisdiction of the courts in Mumbai.

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

**THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO**

**ORIGINAL DESCRIPTION :-**

A) All that piece or parcel of land bearing Survey No. 47 and Survey No. 48, Hissa No. 4(part) admeasuring 25,017 square yards and 1,434.75 square yards respectively equivalent to 20,916.71 square meters and 1,434.75 square meters respectively making a total of 26,733 square yards equivalent to 22,351.46 square meters or thereabouts situate lying and being in the Revenue Village of Oshiwara, Taluka Andheri in the Registration Sub-District and District of Bombay City and Eombay Suburban and bearing C.T.S. No. 737 (part) and 720 (part) and bounded as follows, that is to say on or towards the North by the Property of the Owners bearing Survey No. 47(part); on or towards the South by a Road; on or towards the East partly by the property of Chunawalla bearing C.T.S. No. 737 (part) and partly by the property of the Owners bearing C.T.S. No. 737 (part) and on or towards the West by the



property of the Owners bearing C.T.S. No. 737 (part) and C.T.S. No. 720 (part).

- B) All that piece or parcel of land bearing Survey No. 48, Hissa No. 4 (part) admeasuring 5,445 Sq. Yards equivalent to 4,552.56 Sq. Mtrs. or thereabouts situate, lying and being in the Revenue Village of Oshiwara, Taluka Andheri in the Registration Sub-District and District of Bombay City and Bombay Suburban and bearing C.T.S. No. 732 (part) and bounded as follows i.e. to say : on or towards the North by a Road; on or towards the South partly by C.T.S. No. 729 and partly by C.T.S. No. 15; on or towards the East by the property of the Owners bearing C.T.S. No. 733; and on or towards the West also by the property of the Owners bearing C.T.S. No. 720 (part).

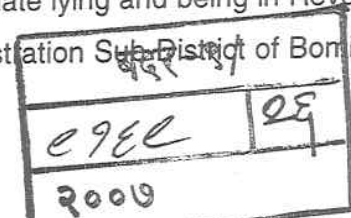
**NEW DESCRIPTION :-**

- A) All that piece or parcel of land bearing Survey No. 47(part) and Survey No. 48, Hissa No. 4 (part) admeasuring 25,017 Sq. Yards and 3,383 Sq. Yards respectively equivalent to 20,916.71 Sq. Mtrs. and 2,829 Sq. Meters respectively making a total of 23,400 Sq. Yards equivalent to 23,746 Sq. Meters or thereabouts, situate lying and being in the Revenue Village of Oshiwara Taluka Andheri in the Registration Sub-District and District of Bombay City and Bombay Suburban and bearing C.T.S. No. 737 (part) and 720 (part).
- B) All that piece or parcel of land bearing Survey No. 48, Hissa No. 4 (part) admeasuring 5,445 Sq. Yards equivalent to 4,552.56 Sq. Mtrs. or thereabouts situate, lying and being in the Revenue village of Oshiwara, Taluka Andheri in the Registration Sub-District and District of Bombay City and Bombay Suburban and bearing C.T.S. No. 732.

**THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO**

**ORIGINAL DESCRIPTION :-**

All that piece or parcel of land bearing C.T.S. No. 737, Hissa No. 4 (part) admeasuring 5594.20 sq. mtrs. and C.T.S. No. 720 (part) , (rectified as C.T.S. No. 720A by the City Survey Authorities ) and admeasuring 1434.75 sq. mtrs. respectively making a total of 7028.95 sq. mtrs. or thereabouts situate lying and being in Revenue Village of Oshiwara, Taluka Andheri in the Registration Sub-District of Bombay City and Bombay Suburban.



NEW DESCRIPTION :-

All that piece or parcel land bearing C.T.S No. 720D admeasuring 7999.2 sq. mtrs. and C.T.S No. 720E admeasuring 423.8 sq. mtrs. making an aggregate area of 8423 sq. mtrs. or thereabouts situate lying and being in Revenue Village of Oshiwara, Taluka Andheri in the Registration Sub-District of Bombay City and Bombay Suburban.

SIGNED, SEALED AND DELIVERED }

By the withinnamed Builders }

MESSERS PALASH CORPORATION }

through its Partners in the }

Presence of RAJU. H. M. }

For PALASH CORPORATION

*[Signature]*

PARTNER

SIGNED, SEALED AND DELIVERED }

By the withinnamed Purchaser }

M/S. JYOTI STRUCTURES LTD. }

Presence of *[Signature]* }

For JYOTI STRUCTURES LTD.

*[Signature]*

Authorised Signatory.



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ANNEXURE "A"

D. D. DAMODAR  
M. L. BHAKTA  
K. R. MODI  
J. S. DESAI  
S. C. KOTHARI  
A. M. DESAI  
A. S. DAYAL  
K. M. VASSONJI  
B. D. DAMODAR  
S. H. JANNARKAR  
K. V. MARCHANT (Ms)  
S. S. VAIDYA  
A. R. AMIN  
P. G. MEHTA (Mrs)

**KANGA & CO. (Regd.)**

**ADVOCATES, SOLICITORS & NOTARIES**

Readymoney Mansion,  
43, Veer Nariman Road,  
Bombay 400 023, INDIA.

TEL. : 204 2288 (4 Lines)  
285 1541 / 285 1542  
287 3506 / 285 1647

FAX : 022 204 3726  
022 285 1540

TLX : 011 84727 KACO

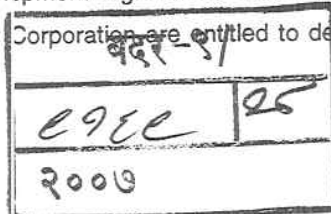
GRAM : KANGACO

In Reply Quote Ref. No. KMV/18679/95

**TO WHOMSOEVER IT MAY CONCERN**

Re : Property bearing CTS No. 737, Hissa No. 1, (CTS No. 737/1) admeasuring 5594.20 sq. metres respectively making a total of 7028.95 sq. metres or thereabouts situate lying and being at Village Oshiwara, Taluka Andheri, Greater Bombay.

1. By our Report on Title dated 30th January 1989, a copy whereof has been annexed hereto, we had certified the title of Bhupendra Chunilal Shah and others to the property more particularly described in the Third Schedule thereunder written as clear and marketable and free from all encumbrances.
2. After the issue of the said Certificate of Title by an Agreement dated 30th December 1992 and made between Prathmesh Developers Private Limited of the One Part and messers Palash Corporation of the Other Part, Prathmesh Developers Private Limited have agreed to permit messers. Palash Corportion to develop a portion of the property and which portion is more particularly described in the Second Schedule to the said Agreement dated 30th December 1992 on certain terms and conditior recorded in the said agreement dated 30th December 1992.
3. The Appropriate Authority Appointed under the provisions of Chapter XX-C of the Income-tax Act, 1961 have by their Certificate dated 24th February 1993 granted the permission under Section 269 UL (3) of the Income-tax Act, 1961 to Prathmesh Developers Private Limited to transfer the development rights to Messers. Palash Corporation in respect of the property more particularly described in the Second Schedule to the said Agreement dated 30th December 1992 and in the Schedule hereunder written (hereinafter called "the said property").
4. We have caused further searches to be taken from 1989 onwards and till date no further encumbrances affecting the said property have been found.
5. Pursuant to the aforesaid Development Agreement dated the 30th day of December 1992, messers Palash Corporation are entitled to develop the said property.



THE SCHEDULE ABOVE REFERRED TO :

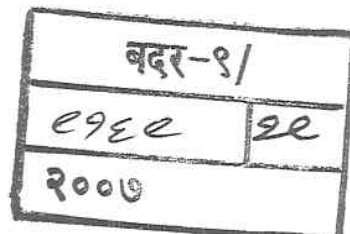
ALL THAT piece or parcel of land or ground bearing CTS No: 737, Hissa No : 1, (CTS No. 737/1) admeasuring 5594.20 sq. metres and CTS No. 720 (Part) admeasuring 1434.75 sq. metres respectively making a total of 7028.95 sq. metres or thereabouts situate lying and being in Revenue Village of Oshiwara, Taluka Andheri in the Registration Sub-District of Bombay City and Bombay Suburban and bounded as follows: that is to say: On or towards South by the property of Chunawalla, bearing CTS No. 737 (Part), On or towards the North by the property of the owners bearing CTS No. 737 (Part), on or towards the East by 90 feet wide D. P. road, and on or towards West by 30 ft. wide Road.

DATED this 28th day of August 1995.

KANGA AND COMPANY

*K. M. K. Sonje*

PARTNER



**KANGA & CO. (Regd.)**

ADVOCATES, SOLICITORS &amp; NOTARIES

Ready money Mansion, 43, Veer Nariman Road.

Bombay 400 023, INDIA.

GRAM : KANGACO  
TEL. : 204 2288 (4 Lines)  
285 1541 / 285 1542  
287 3506 / 285 1647  
TLX : 011 84727 KANG  
FAX : 022 204 3726  
(National)  
9122-2043726  
(International)

In Reply Quote Ref. No. KJM/KV/ 2359 / 89

**TO WHOMSOEVER IT MAY CONCERN**

Re : Property bearing Survey No. 47 (part) and 48 (part) and Hissa No. 4 (part) admeasuring 26017 sq. yards equivalent to 20916.71 sq. metres and 1716 sq. yds. equivalent to 1434.75 sq. metres and bearing C.T.S. No. 737 (part) and 720 (part) situate lying and being at Village Oshiwara, Taluka Andheri, Greater Bombay.

1. By an Indenture of Conveyance dated the 31st day of October, 1975 and made between Byramjee Jeejeebhoy Private Limited therein the Vendor of the First Part, Chunilal Vithaldas Shah therein called the confirming Party of the Second Part and Bhupendra Chunilal Shah, Jitendra Chunilal Shah and Bharat Chunilal Shah therein called the Purchasers of the Third Part and lodged for registration with the Sub-Registrar of Assurances at Bombay under Serial No. S/4079/75 of Book No. I on 6th December, 1976, the said Byramjee Jeejeebhoy Private Limited granted, conveyed, sold and transferred into the said Bhupendra Chunilal Shah and others the property more particularly described in the First and Second Schedules to the said Indenture of Conveyance dated the 31st day of October, 1975 and in the First and Second Schedules hereunder written.
2. Under the said Indenture of Conveyance dated the 31st day of October, 1975 Bhupendra Chunilal Shah and others paid to Byramjee Jeejeebhoy Private Limited a sum of Rs. 20,000/- and agreed to pay to Byramjee Jeejeebhoy Private Limited the balance of the consideration amount namely Rs. 1,65,000/- (Rupees ONE LAC SIXTY FIVE THOUSAND ONLY) by ten half yearly instalment of Rs. 16,500/- each in the manner set out in the said Indenture of Conveyance dated the 31st day of October, 1975.
3. Bhupendra Chunilal Shah and others have paid to Byramjee Jeejeebhoy Private Limited the entire balance of the consideration amount of Rs. 1,65,000/- in the manner set out in the said Indenture of Conveyance dated the 31st day of October, 1975 and Byramjee Jeejeebhoy Private Limited have executed a Receipt to that effect on the 3rd day of November 1981. The said Receipt has been registered with the Sub-Registrar of Assurances at Bombay under Serial No. Bom./S/3627/ 81 on 24th August, 1982.
4. By an Agreement for Development dated the 6th day of June 1988 and made between the said Bhupendra Chunilal Shah and others therein called the Owners of the one part and J. S. Khimsh Developers Private Limited therein called the Developers of the other part the said Bhupendra Chunilal Shah and others have agreed to sell to J. S. Khimsh Developers Private Limited a portion of the said



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property which portion is more particularly described in the First Schedule to the said Indenture of Conveyance dated the 31st day of October 1975 and in the Third Schedule hereunder written at or for the price and on the terms and conditions set out in the said Agreement dated the 6th day of June 1988.

5. The said Agreement dated the 6th day of June 1988 is valid and subsisting and Prathmesh Developers Private Limited has carried out and complied with all the terms and conditions contained in the said Agreement dated the 6th day of June 1988.
6. Chunilal V. Shah who was a tenant in respect of a portion of the property more particularly described in the First and Second Schedules hereunder written has released and relinquished his right title and interest in the property and has handed over vacant possession thereof to Bhupendra Chunilal Shah and others.
7. The Under-Secretary to the Government of Maharashtra has by his order bearing No. Bom/1088/36/713/D-XIII dated 19th July 1988 granted exemption under section 20 of the Urban Land (Ceiling and Regulation) Act 1976 in respect of the excess land for construction of tenements on certain terms and conditions set out in the said order.
8. We have investigated the title of Bhupendra Chunilal Shah and others to the property more particularly described in the Third Schedule hereunder written and subject to what is stated hereinabove and subject to the aforesaid order, we find the title of Bhupendra Chunilal Shah and others to the property more particularly described in the Third Schedule hereunder written is clear and marketable and free from encumbrances.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

All the piece or parcel of land bearing Survey No. 46 (part) and Survey No. 48, Hissa No. 4 (part) admeasuring 26.017 sq. yds. and 1716 sq. respectively equivalent to 20,916.71 sq. metres. and 1,434.75 sq. metres respectively making a total of 26,733 sq. yds. equivalent to 22,351.46 sq. mtrs. thereabouts situate lying and being in the Revenue Village of Oshiwara Taluka Andheri in the Registration Sub-District and District of Bombay City and Bombay Suburban and bearing C.T.S. 737 (part) and 720 (part) and bounded as follows, that is to say :

On or towards North by the property of Byramjee Jeejeebhoy Private Limited bearing Survey No. 47 (part)

On or towards the South by a road.

On or towards the East partly by the property of Chunavalla bearing C.T.S. No. 737 (part) and partly by the property of Byramjee Jeejeebhoy Private Ltd. bearing C.T.S. No. 737 (part) and

On or towards West by the property of Byramjee Jeejeebhoy Private Limited bearing C.T.S. No. 737 (part) and C.T.S. No. 720 (part)

**THE SECOND SCHEDULE ABOVE REFERRED TO :**

All that piece or parcel of land bearing Survey No. 48, Hissa No. 4 (part) admeasuring 5445 sq. yds. equivalent to 4,52,56 sq. mtrs. or thereabouts situate lying



बदर-९/	
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and being in the Revenue Village of Oshwara, Taluka Andheri in the Registration Sub-District and District of Bombay and Bombay Suburban and bearing C.T.S. No. 732 and bounded as follows, that is to say :

On or towards North by a road.

On or towards South partly by C.T.S. No. 729 and Partly by C.T.S. No. 15.

On or towards East by the property of Byramjee Jeejeebhoy Private Limited bearing C.T.S. No. 733 and

On or towards West also by the property of Byramjee Jeejeebhoy Private Limited bearing C.T.S. No. 720 (part)

**THE THIRD SCHEDULE ABOVE REFERRED TO :**

**First :** All that peice or parcel of land bearing survey No. 47 (part) and Survey No. 48, Hissa No. 4 (part) admeasuring 26017 Sq. yds. and 1,716 sq. yds. respectively equivalent to 20,916.71 sq. metres and 1,434.75 sq. metres respectively making a total of 26,733 sq. yds. equivalent to 22,351.46 sq. mtrs. or thereabouts situate lying and being in the Revenue Village of Oshiwara Taluka Andheri in the Registration Sub-District and District of Bombay City and Bombay Suburban and bearing C.T.S. No. 737 (part) and 720 (part) and bounded as follows, that is say :

On or towards North by the property of the Owners bearing Survey No. 47 (part).

On or towards South by a Road.

On or towards the East partly by the property of Chunavalla bearing C.T.S. No. 737 (part) and partly by the property of the Owners bearing C.T.S. No. 737 (part) and

On or towards the West by the Property of the Owners bearing C.T.S. No. 737 (part) and C.T.S. No. 720 (part).

**Secondly :** All that peice or parcel of land bearing survey No. 48 Hissa No. 4 (part) admeasuring 5,445 Sq. yds. equivalent to 4,552,56 sq. metres or thereabouts situate lying and being in the Revenue Village of Oshiwara Taluka Andheri in the Registration Sub-District and District of Bombay and Bombay Suburban and bearing C.T.S. No. 732 (part) and bounded as follows, that is say :

On or towards North by a Road.

On or towards South Partly by C.T.S. No. 729 and Partly by C.T.S. No. 15.

On or towards East by the property of bearing C.T.S. No. 733 and

On or towards West also by the property of the Owners bearing C.T.S. No. 720 (part)

Dated this 30th day of January, 1949.



KANGA AND COMPANY

*K. M. K. S. K.*

PARTNER

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मालमत्तेच्या रजिस्टर कार्डातील उतारा

तालुका अंधेरी, जिल्हा-मुंबई उपनगर, मुंबई (अर्ज क्रमांक १२२९)

सिटी सर्वे - <u>ओशिवरा</u>			
सिटी सर्वे नंबर	क्षेत्र चौकस मिटर	सत्ता प्रकार	सरकारला भरलेल्या सा-याचा अध्या खाचा तपशील व केवढा बदलायचा
७२०३	७९९९-२	८	

वहिवाटीची रक्कम

सन १९ मध्ये धारण करणा-यात नाव-हक्क प्राप्त झाला १ जौपर्यंत तपास लागला तोपर्यंत :-

पट्टेदार

इतर बोजे

इतर शीरे

तारीख	व्यवहार	व्हाल्युम	नवीन धारण करणा-यांचा अध्या इतर बोजा असणारा (ई)	साक्षीदार
१	२	३	४	५
२२/०७/९७	मा. जिल्हाधिकारी मु. उप. (स्व. धा.) जि. यांचे कडीत ओशिवरा क. सो. / कार्या-३५/चौ. कि. / एस्. आर. १८६९ ये दि. २३/११/९७ व इच्छीत ओशिवरा क. व भ. ओशिवरा नं. भ. क. ७३७/१, ७२० अ. फे. दि. २२/९७ अन्वये होम सत्ताप्रकार व धारकाची नावे दाखविले केले.		धारक - १) श्री. भूपेंद्र चुलीवाड शहा २) श्री. जितेंद्र चुलीवाड शहा ३) श्री. अरुण चुलीवाड शहा	खरी नक्का २२/०७/९७ नं. भ. अ. क. ४/मु.

सीकरनामी

२६१ ६१२०००

५१०१२०००

५१०१२०००



बदर-९/	
०९६८	३३
२००७	

खरी नक्का  
नगर भूसापन अधिकारी, बंधे

मालमत्तेच्या रजिस्टर कार्हातील उतारा

तालुका अधेरी, जिल्हा-मुंबई उपनगर, मुंबई (अर्ज क्रमांक १२२५)

सिटी सर्वे	ओरिजिनल		
सिटी सर्वे नंबर	क्षेत्रफल चौसर मिटर	सत्ता प्रकार	सरकारला भरलेल्या ता-याचा अथवा खासा तपशील व केव्हा बदलावयाचा
४२०२	४२२-८	८	—

वहिवाटीची रक्कम

सन १९ मध्ये धारण करणा-यास नाव-हक्क प्राप्त झाला ? जोपर्यंत तपास लागला तोपर्यंत :-

पट्टेदार

इतर बोजे

इतर शेर

तारीख	व्यवहार	व्हाल्युम	नवीन धारण करणा-याचा अथवा इतर बोजा असणारा(ई)	साक्षीदार
१	२	३	४	५

२२/०१/८०	मा. जिल्हाधिकारी (स्प. धा.) मु. उ. जि. यांचे कडील आदेशांक सो. / कायदा - ३८ / पो. वि. / स्प. आर. - १८६७ अ. दि. २३/०१/८० व उकडील आदेश क्र. १३०/१०२० अ. पे. दि. २२/०१/८० अन्वये दोसऱ्या प्रकार व धारणेची नोंद द्यायची केवळ	(स्प. धा.) (धारक) १) श्री. अश्विनी कुलीबाळ शहा २) श्री. जितेंद्र कुलीबाळ शहा ३) श्री. भरत कुलीबाळ शहा (ऑमिनिटी स्पेस)	२२/०१/८० २२/०१/८० न. अ. अ. क्र. ४३/८०
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२६/०१/२०००

५/०१/२०००

५/०१/२०००

२१/०१/२०००



खरी नक्का

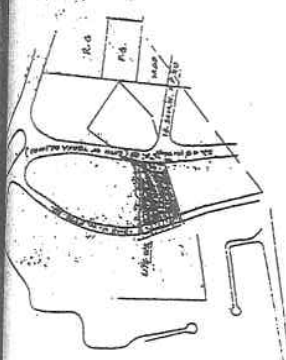
नगर भूमापन अधिकारी, अंधे

बदर-९/

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**PLQ AREA CALCULATIONS**

Sl. No.	Description	Area (sq. ft.)
1	Plot Area	10000
2	Area of Building	2000
3	Area of Open Space	8000
4	Area of Road	1000
5	Area of Drainage	500
6	Area of Other	100
7	Area of Total	12600

**AREA OF PLOT AS PER P.L.D.**

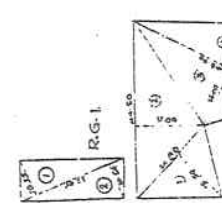
Area of Plot	10000
Area of Building	2000
Area of Open Space	8000
Area of Road	1000
Area of Drainage	500
Area of Other	100
Area of Total	12600

**AREA CALCULATION OF**

Area of Plot	10000
Area of Building	2000
Area of Open Space	8000
Area of Road	1000
Area of Drainage	500
Area of Other	100
Area of Total	12600

**PLQ AREA CALCULATIONS**

Sl. No.	Description	Area (sq. ft.)
1	Plot Area	10000
2	Area of Building	2000
3	Area of Open Space	8000
4	Area of Road	1000
5	Area of Drainage	500
6	Area of Other	100
7	Area of Total	12600



बदर-१/

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**BLOCK PLAN**

Scale: 1:250





## ANNEXURE "C"

### SALIENT FEATURES AND AMENITIES

- ❖ Flooring Vitrified Tiles.
- ❖ Concealed Electric wiring with planned points for appliance.
- ❖ Telephone point in Hall.
- ❖ Aluminium Sliding windows.
- ❖ Decorative main door with night latch.
- ❖ Granite platform with stainless steel sink & 2' -6" dado of coloured tiles.
- ❖ Well designed bathroom with coloured tiles upto door height with fancy fittings.
- ❖ Concealed plumbing with Hot & Cold water mixer and boiler of 15 liters capacity.
- ❖ An elegant and impressive entrance lobby.
- ❖ Three elevators.
- ❖ Intercom phone.
- ❖ Fire fitting equipment.



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FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/8514/BSIL/WS/AH/AK of  
COMMENCEMENT CERTIFICATE

Shri Bharat Shah 31 AUG 2005

C.A. to Owner

En. Engineer Bldg. Proposal  
H and K, West  
Municipal Office, S. K. P. Nagar, P. Nagar  
Bandra (West), Mumbai-400 050

With reference to your application No. 875 dated 15/1/2005 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 Mumbai Municipal Corporation Act 1888 to erect a building.

To the development work of Building NO. 2 CTS No. 720D & 721 premises at Street Veera Desai Rd village Oshiwara plot situated at Andheri (W) Ward 10 West.

The Commencement Certificate/Building Permit is granted on the following conditions :-

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 lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & 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 of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 42 of 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs,utors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. B. P. TALKAR

Assistant Engineer to exercise his powers and functions of the Planning authority under Section 45 of the said Act.

This CC is valid upto 30 AUG 2006

Commencement certificate is for  
work upto For TO.P.C. Stit  
approved plan. dt

For and on behalf of Local Authority  
The Municipal Corporation of Greater Mumbai

Assistant Eng. Building Proposals  
(Western Subs.) 'H & K/West' 'K/East & P/Wards'

FOR

MUNICIPAL CORPORATION OF GREATER MUMBAI

बदर-९/

८९६६

३६

२००७



to 30/8/2006

4/18811/WS/AK of  
C.C. is now extended

7 FEB 2006

37.80 mt height. i.e. 5th + 12th upper floors LMR-104  
as per approved plan dtd. 17/5/55

A.E.D.P. (WS) K/East/West

30/8/2007

14 DEC 2006

top of 19th floor

i.e. ht. = 58.30 mtrs as per amended  
approved plan dated 22-11-20

Valid up to 30/8/2007

8514/WS/AK of 4 JUL 2007

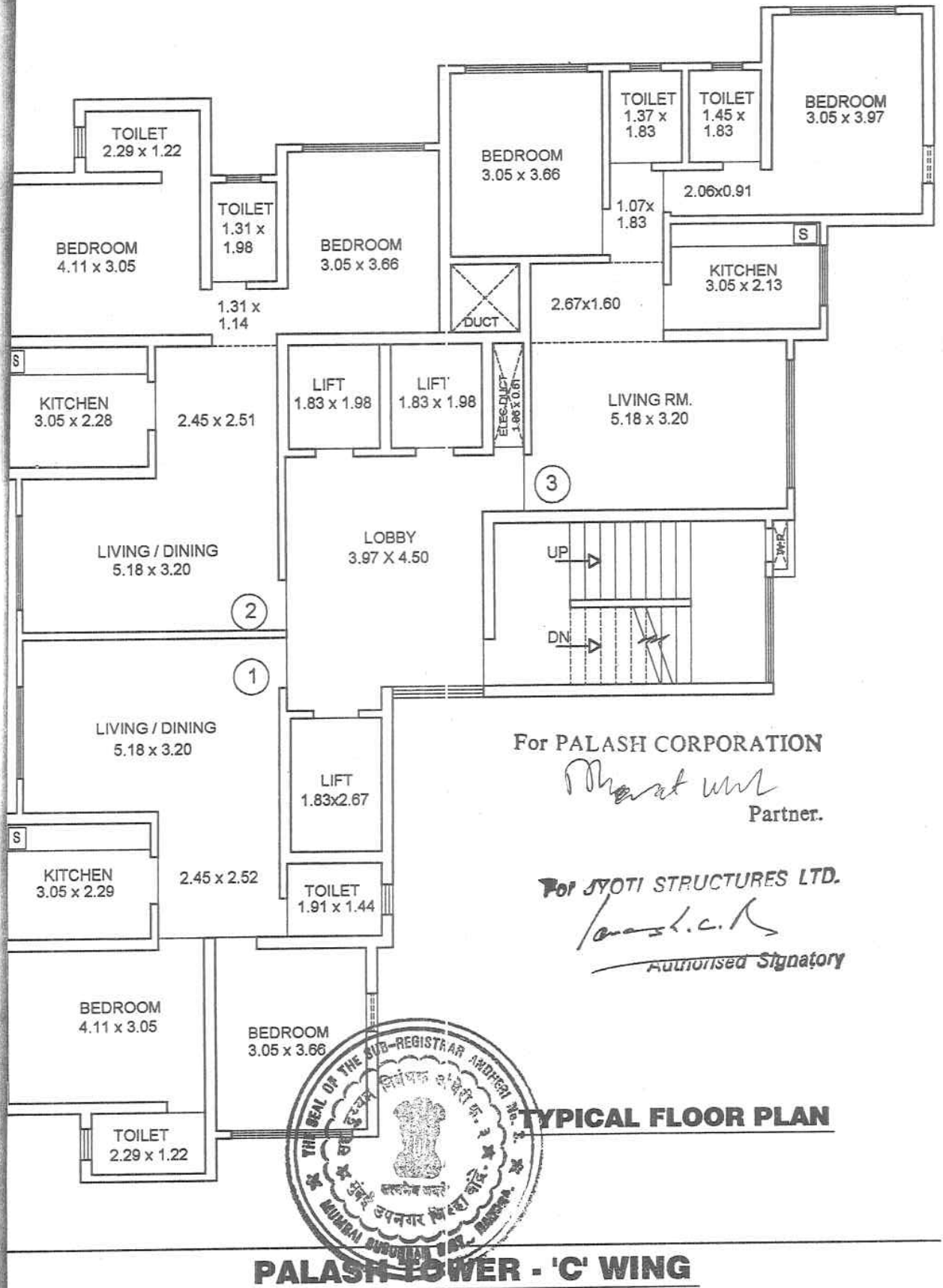
Further C.C. is now extended  
for upto TOP of height. 22nd floor

i.e. ht. = 67.00 mtrs as per  
amended approved plan dated 17/

A.E.D.P. (WS) K/East/West



बदर-९/	
८९६६	३६
२००७	



FLAT NO. 213

FLOOR 21<sup>st</sup>

घोषणापत्र

दिनांक :- 20-11-06

बदा - १/  
८९६६ ४०  
२००७



२००७





## POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I BHARAT KISHOR-MAL SHAH, aged 40 years having office at 205/217, Commerce House, 140, N.M. Road, Fort, Mumbai – 400 023.

### SEND GREETINGS :-

WHEREAS I am a Partner & Director in various firms Viz. M/s. SIDDHARTH BUILDERS, M/s. SIDDHARTH ASSOCIATES, M/s. SIDDHARTH ENTERPRISES, M/s. MAHAVIR ASSOCIATES, M/s. PALASH CORPORATION and ROCKLINE DEVELOPERS PVT. LTD., which are doing business as Builders and Developers and whereas in the course of business, I have executed various Agreements for Sale for sale of Flats, Shops, Industrial Units, Office etc., or may hereafter execute various agreements for and on behalf of the above firms with the prospective purchasers.

AND WHEREAS the said Agreements for Sale of units, flats, shops, offices are required to be registered with the Registrar of Assurances, Mumbai and in other districts in State of Maharashtra.



बदर-९/	
०९६६	२७
२००७	

Repres Three Hundred Only  
ICICI Bank Ltd.  
30, Fort Street, Mumbai-400001  
Mandir K. K. K.  
D-5, S.P. (M.C. R. 101/19/1/2004/2068-70)  
Officer  
ICICI Bank Ltd.

56602  
177307  
Special  
Addressive  
NOV 07 2005  
13:05  
Page 1 of 3  
MAHARASHTRA

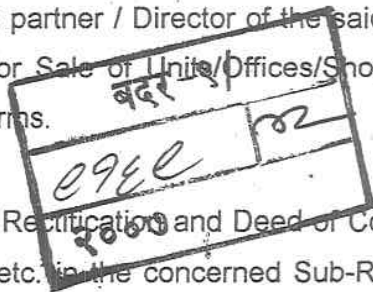
AND WHEREAS I have to execute various writings like Affidavit, Undertaking, Indemnity Bonds etc. to various Govt. department and Municipal Corporation of Greater Mumbai and Collector of Mumbai (Suburban and competent Authority) etc.

AND WHEREAS due to my pre-occupation with the various works it is not possible for me to attend the office of Sub Registrar of Assurances of Mumbai and other Districts for the purpose of registration and for admitting the execution of the said Agreements for Sale & writing.

AND WHEREAS I am desirous of appointing some fit and proper persons as my Attorney to act on my behalf in the manner hereinafter appearing:

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that, I BHARAT KISHORMAL SHAH Partner of the said firms M/s. SIDDHARTH BUILDER, M/s. SIDDHARTH ASSOCIATES, M/s. SIDDHARTH ENTERPRISES, M/s MAHAVIR ASSOCIATES, M/s. PALASH CORPORATION and ROCKLINE DEVELOPERS PVT. LTD. do hereby nominate, constitute and appoint MR. PINTUKUMAR S. BAFNA, MR. MUKESH M. JAIN and MR. S.D. TIWARI, all of Mumbai, Indian Inhabitants to be my true and lawful Attorney hereinafter referred to as the said Attorneys to do jointly or Individually (severally) any of the following acts, deeds, matters and things that is to say :-

- 1) To lodge various Agreements for Sale of Units/Flats/Offices/Shops and other saleable area that are/may be executed by me on behalf of the said firms with the Sub-Registrar of Assurances at Mumbai and other districts in the State of Maharashtra and to admit execution thereof on my behalf in capacity as a partner of the said firms by any of them either jointly or severally.
- 2) I hereby specifically authorise the said Attorneys to represent me in the matter of Registration of various Agreements for Sale and to admit execution thereof on behalf of me in capacity as a partner / Director of the said firms / company all the said Agreements for Sale of Units/Offices/Shops/Flats executed by me on behalf of the above firms.
- 3) To lodge Deed of cancellation, Deed of Rectification and Deed of Confirmation in respect of Sale of Flats, Shops etc. in the concerned Sub-Registrar office and to admit execution thereof etc.



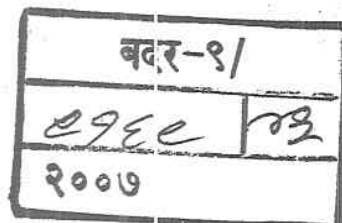
- 4) To lodge the various writing like Affidavit, Undertaking, Indemnity Bonds etc. to various Govt. / Semi Govt., Municipal Corporation of Greater Mumbai and Collector of Mumbai ( Suburban and competent Authority ) etc.
- 5) To do all or any other acts, deeds, matters and things for the purposes of effectually getting the said Agreement for sale of units duly registered and various writing like Affidavit, Undertaking, Indemnity Bonds etc. with the Sub-Registrar of Assurances and to do all acts, deeds and things to complete the registration formalities.
- 6) AND I hereby agree to ratify and confirm in capacity as the Partner / Director of the said firms whatever the said Attorneys shall do or cause to be done lawfully by virtue of these presents.

IN WITNESS WHEREOF I, BHARAT KISHORMAL SHAH in my capacity as partner / Director of the said firms have caused my hands to be hereunto affixed on the 7th day of NOV 2005.

SIGNED SEALED AND DELIVERED by the )  
within named BHARAT KISHORMAL SHAH )  
a partner of the firms, )  
above mentioned )

*Bharat Shah*

Before me.





V. Saly



Diwan



M. M. Jain



बदर-९/	
८९८८	
२००७	

9/9/07

X Mheratwadi



बदर हुसैनानामा आज तारीख ७/९/०७

वी. कारल किशोरमक साह दूध - १०

पत्ता २०५/२९७ कोअरी हाऊस

बोली माझा पत्रांत काढाविले असून विला व त्यांच्या

मोठेलीसिध्दी : ०१७ प्रविष्टा वी फ्लवाट पत्ता २१३/११२ पोखर भु७

२) शिवाजी वी पाटील पत्ता १२ बी अकच्य प्रॉपर्टी प्रशवंत पोखर

बोली माझा त्यांचे वनासिध्दी

वसिमतानामा वी २५/ - बिकाजी

तारीख ७/९/०७

१२ एन एन रोड पोस्ट भु-२१

पोस्ट भु-१



Handwritten signature or initials.



Handwritten text: २०/५/०७

१०-११-२००७



सह दस्तम निबंधक मुंबई शहर क्र. १.

TRUE COPY

Handwritten signature and date 19/9/07.

BABU YOHANNAN  
B.A.L.L.B.  
Advocate High Court,  
201, Commerce House,  
140, Nagindas Master Road,  
Fort, MUMBAI-400 023





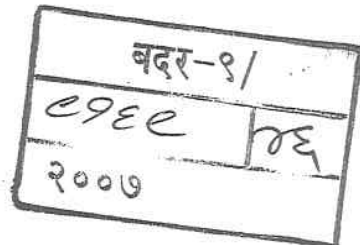
B/206 Anjali Apartments  
Vaswadi Marg  
Seven Bungalows  
Andheri (W) M. 61

*RH S. S. S.*

COLOUR XEROX COPY

In case this card is lost / found, kindly inform / return to:  
Income Tax PAN Services Unit, UTHSI,  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.

यदि कार्ड खो जाने पर कृपया सूचित करें/वापस करें:  
आयकर पैन सेवा यूनिट, UTHSI,  
प्लॉट नं. 3, सेक्टर 11, सीडी बेलापुर,  
नवी मुंबई - 400 614.





20/09/2007

दुय्यम निबंधक:

दस्त गोषवारा भाग-1

वदर9

1:14:54 pm

अंधेरी 3 (अंधेरी)

दस्त क्र 9169/2007

दस्त क्रमांक : 9169/2007

दस्ताचा प्रकार : करारनामा

क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव: ज्योती स्टूकर्स लि व अशो, सिग्नेटरी सुरेश  
 रायचंदानी -  
 पत्ता: घर/फ्लॅट नं: -  
 गल्ली/रस्ता: न्यु लिंक रोड  
 ईमारतीचे नाव: वालेचा चॅम्बर्स  
 ईमारत नं: -  
 पेठ/वसाहत: -  
 शहर/गाव: अंधेरी  
 तालु

लिहून घेणार

वय 46

सही

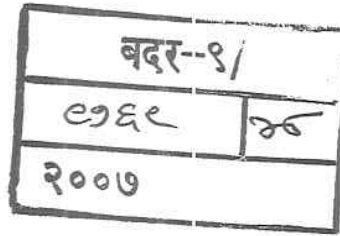


2 नाव: पलाश कार्पोरेशन चे भागीदार भरत किशोरमल  
 शाह तर्फे मुखत्यार पिन्टु कुमार एस वाफना -  
 पत्ता: घर/फ्लॅट नं: -  
 गल्ली/रस्ता: एन एम रोड कॉमर्स हाऊस  
 ईमारतीचे नाव: -  
 ईमारत नं: -  
 पेठ/वर

लिहून देणार

वय 27

सही





दस्त गोषवारा भाग - 2

वदर9

दस्त क्रमांक (9169/2007)

दस्त क्र. [वदर9-9169-2007] चा गोषवारा  
वाजार मुल्य : 4402807 मोवदला 6499000 भरलले मुद्रांक शुल्क : 307550

दस्त हजर केल्याचा दिनांक : 20/09/2007 01:08 PM  
निष्पादनाचा दिनांक : 20/09/2007  
दस्त हजर करणा-याची सही :

*[Signature]*

दस्ताचा प्रकार : 25) करारनामा  
शिकका क्र. 1 ची वेळ : (सादरीकरण) 20/09/2007 01:08 PM  
शिकका क्र. 2 ची वेळ : (फ्री) 20/09/2007 01:13 PM  
शिकका क्र. 3 ची वेळ : (कबुली) 20/09/2007 01:14 PM  
शिकका क्र. 4 ची वेळ : (ओळख) 20/09/2007 01:14 PM

दस्त नोंद केल्याचा दिनांक : 20/09/2007 01:14 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तींशी ओळखतात,  
प त्यांची ओळख पटवितात.

1) राजु मुन्नेजा - घर/फ्लॅट नं: 206 बी

गल्ली/रस्ता :

ईमारतीचे नाव :

ईमारत नं: अंजली

पेट/वसाहत :

शहर/गाव: अंधेरी

तालुका :

पिन: 61



2) सुनिल कांबळे - घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता :

ईमारतीचे नाव :

ईमारत नं: -

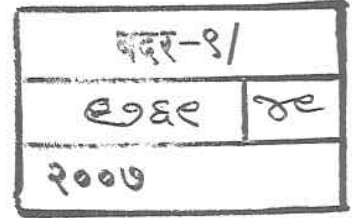
पेट/वसाहत :

शहर/गाव: -

तालुका :

पिन: -

*[Signature]*



प्रमाणित करजेत येी की, या  
इस्तानध्ये एकाच ...पाने आहेत

सह. दुय्यम निबंधक अंधेरी-क्र. ३  
मुंबई उपनगर जिल्हा.

*[Signature]*

दु. निबंधकाची सही  
अंधेरी 3 (अंधेरी)



वदर-९/९९६९/२००७

पुस्तक क्रमांक १, क्रमांक वर  
नोंदला.

दिनांक: 20/09/07

सह. दुय्यम निबंधक, अंधेरी-क्र. ३  
मुंबई उपनगर जिल्हा.



## सूची क्र. दोन INDEX NO. II

## गावाचे नाव : ओशिवरा

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 6,499,000.00  
वा.भा. रु. 4,402,807.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटीएस क्र.: 720 वर्णन: विभागाचे नाव - ओशिवरे ( अंधेरी ), उपविभागाचे नाव - 50/240 - भुभाग: उत्तरेस 36.60 मी. रुंद वि.यो. रस्ता, पुर्वेस वीरा देसाई मार्ग, दक्षिणेस गावाची सीमा व पश्चिमेस लिंक रोड, रादर मिळकत सि.टी.एस. नंबर - 720 मध्ये आहे. -----सदनिका क्रं 213. 21 वा मजला, 3ी विंग, पलाश टॉवर्स, विरा देसाई रोड, अंधेरी मुं 53  
(1)वांधीव मिळकतीचे क्षेत्रफळ 72.51 चौ.मी. आहे.
- (3)क्षेत्रफल
- (4) आकारणी किंवा जुडी देण्यात आसेल तेव्हा (1)-
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) पलाश कॉर्पोरेशन चे भागीदार भरत किशोरमल शाह तर्फे मुखत्यार पिन्दु कुमार एस बाफना - :- घर/फ्लॅट नं: -; गल्ली/रस्ता: एन एम रोड कॉमर्स हाऊस; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसहत: -; शहर/गाव: फोर्ट; तालुका: -; पिन: 23; पॅन नम्बर: AAAFP 8597 K.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) ज्योती स्ट्रक्चर्स लि चे अॅथो. सिग्नेटरी सुरेश रायचंदानी - :- घर/फ्लॅट नं: -; गल्ली/रस्ता: न्यु लिंक रोड; ईमारतीचे नाव: बालेचा वेंम्बर्स; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: अंधेरी : तालुका: -;पिन: 53; पॅन नम्बर: AAACJ 2499 R.
- (7) दिनांक करून दिल्याचा 20/09/2007
- (8) नोंदणीचा 20/09/2007
- (9) अनुक्रमांक, खंड व पृष्ठ 9169 /2007
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 307550.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेरा



