

गावाचे नाव : बांद्रा

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	रु.48,600,000/-
(3) बाजारभाव(भाडेपटट्याच्या वावतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	रु.38,486,000/-
(4) शू-मापन, पोटहिस्सा व घरक्रमांक(असल्यास)	F-1133 to F-1136, पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: 1002, माळा नं: दहावा मजला, इमारतीचे नाव: तिरुमला रेसिडेंस, ब्लॉक नं: वांडे पश्चिम, रोड : जरीमरी मंदिर रोड
(5) क्षेत्रफल	135.50 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1) नाव:- श्रद्धा शेल्टर्स पार्कवेट लिमिटेड तरफे संचालक ऋषि तोडी - - ; वय: 29; पत्ता: ३८१०८८; २१, माळा नं: - इमारतीचे नाव: कॉमर्ट हाऊस, ब्लॉक नं: फोर्ट, रोड नं: 15 रोपवांक स्ट्रीट, महाराष्ट्र पिन कोड: 400023 पत्ता नं: AALCS3069D
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	2) नाव:- प्रधा कीर्ती कॅलिंगा, वय: 53 पत्ता: ३०४४, सहावा मजला, विवशाति, ज़हाजोलीवाडा, आजाद रोड, जुहू, MAHARASHTRA, MUMBAI, Non-Government., पिन कोड: 400049 पत्ता नं: ADWPK9701F
(9) दस्तऐवज करून दिल्याचा दिनांक	07/05/2014
(10) दस्त नोंदणी केल्याचा दिनांक	09/05/2014
(11) अनुक्रमांक, खंड व पृष्ठ	३२०७/२०१४
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	रु.2,430,000/-
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	रु.30,000/-
(14) शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

Null

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

323/3207

पावती

Original/Duplicate

Friday, May 09, 2014

नोंदणी क्र.: 39M

4:35 PM

Regn.: 39M

पावती क्र.: 4209

दिनांक: 09/05/2014

गावाचे नाव: बांद्रा

दस्तऐवजाचा अनुक्रमांक: वदर4-3207-2014

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: प्रग्ना कीर्ति केडिशा

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1340.00

पृष्ठांची संख्या: 67

एकूण:

रु. 31340.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-2, वर्षाची अंदाजे 4:54 PM ह्या वेळेस
मिळेल.

सह दुर्योग निबंधक, अंधेरी-2

बाजार मुल्य: रु. 38486000/-

मोबाइल: रु. 48600000/-

भरलेले मुद्रांक शुल्क:

सह दुर्योग निबंधक, अंधेरी क्र. 2,

रु. 2430000/-

मुंबई उपनगर जिल्हा

1) देयकाचा प्रकार: eChallan रक्कम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH000568111201415E दिनांक: 07/05/2014

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 1340/-

L.RW P.K.P. REGISTERED ORIGINAL DOCUMENT

DELIVERED ON 15/05/14

CHALLAN

MTR Form Number-6

GRN	MH000518276201415E	BARCODE	RS:2000000.00		Date 05/05/2014 17:36:15	User IGR187(BDR4)	Form ID 25.2	
Department	Inspector General of Registration		DATE	(IS)-323-320 Payer Details				
Type of Payment	Non-Judicial Customer Direct Payment	AMOUNT	09/05/2014					
Sr.No.	Deface Number 00063970201415	2000000.00	FAX ID (If Any)					
Office Name in words:	Twenty Lakh Rupees Only Mumbai only		PAN No. (If Applicable)	ADWPK9701F				
Location	BDR4 JT SUB REGISTRAR ANDHERI 2		Full Name	PRAGNA KEDIA				
Year	2014-2015 One Time		Flat/Block No.	F/1133 to F/1136				
Account Head Details		Amount In Rs.	Premises/Building					
0030045501 Sale of NonJudicial Stamp		2000000.00	Road/Street	135.50				
			Area/Locality	Bandra West				
			Town/City/District					
			PIN	4	0	0	0	
				5	0			
			Remarks (If Any)					
			PAN2=AALCS3069D~PN=SHRADDA SHELTER S PVT. LTD~CA=48600000					
Total	2000000.00		Amount In	Twenty Lakh Rupees Only				
Payment Details	INDIAN OVERSEAS BANK		FOR USE IN RECEIVING BANK					
Cheque-DD Details			Bank CIN	REF No.	02716402014050550364		866808	
cheque/DD No			Date	05/05/2014 17:38:12				
Name of Bank			Bank-Branch	INDIAN OVERSEAS BANK				
Name of Branch	Validity unknown		Scroll No. , Date	320619 EU 201405051 06/05/2014				
Mobile No. : Not Available								

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PRAKASH NAVASO
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Document
Location: India



बदल-४		
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CHALLAN
MTR Form Number-6

GRN	MH000568111201415E	BARCODE			Date 07/05/2014 19:11:25	Form ID 25.2			
Department	Inspector General of Registration & Revenue		DEFACED FOR RS.30000.00		USER IGR187(BDR4)				
Type of Payment	Registration Fees	AMOUNT	DATE	(IS)-323-3207 Payer Details					
Sr.No.	Deface Number	30000.00	09/05/2014						
	00003629/1201415		TAX ID (If Any)						
Office Name	Name in words: Thirty Thousand Rupees Only		PAN No. (If Applicable)	ADWPK9701F					
Location	BDR4 JT SUB REGISTRAR ANDHERI 2		Full Name	PRAGNA KEDIA					
Year	2014-2015 One Time		Flat/Block No.	F/1133 to F/1136					
Account Head Details		Amount In Rs.	Premises/Building						
30063301 Amount of Tax		30000.00	Road/Street	135.50					
			Area/Locality	Bandra West					
			Town/City/District						
			PIN	4	0	0	0	5	0
			Remarks (If Any)	PAN2=AALCS3069D~PN=SHRADDHA SHELTER S PVT. LTD~CA=48600000					
			Amount In Words	Thirty Thousand Rupees Only					
		30000.00							
Bank Details		INDIAN OVERSEAS BANK		FOR USE IN RECEIVING BANK					
Cheque-DD Details		Bank CIN	REF No.	02716402014050750409		950737			
Que/DD No		Date	07/05/2014-19:10:00						
Name of Bank		Bank-Branch	INDIAN OVERSEAS BANK						
Name of Branch	Validity unknown	Scroll No. , Date	201405071 , 08/05/2014						

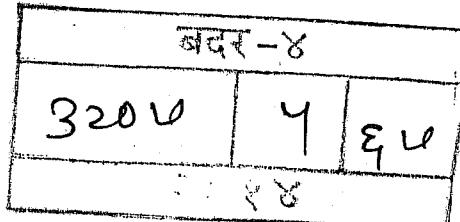
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PRAKASH NAVASO
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बदर-४		
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२०१४		

CHALLAN
MTR Form Number-6

GRN	MH000518423201415E	BARCODE	Date 05/05/2014 17:40:38 Form ID 25.2	
Department	Inspector General of Registration		USER IGR187(BDR4)	
Type of Payment	Non-Judicial Customer Direct Payment		DATE	(IS)-323-320 Payer Details
Sr.No.	Deface Number	AMOUNT	09/05/2014	
00003669201415		430000.00	TAX ID (If Any)	
Office Name in words	Four Lakh Thirty Thousand Rupees Only		PAN No. (If Applicable)	ADWPK9701F
Location	BDR4 JT SUB REGISTRAR ANDHERI 2 MUMBAI		Full Name	PRAGNA KEDIA
Year	2014-2015 One Time		Flat/Block No.	F/1133 to F/1136
Account Head Details		Amount In Rs.	Premises/Building	
30045501 Sale of NonJudicial Stamp		430000.00	Road/Street	135.50
			Area/Locality	Bandra West
			Town/City/District	
			PIN	4 0 0 0 5 0
			Remarks (If Any)	PAN2=AALCS3069D~PN=SHRADDHA SHELTER S PVT. LTD~CA=48600000
			Amount In	Four Lakh Thirty Thousand Rupees Only
		430000.00	Words	
Payment Details		FOR USE IN RECEIVING BANK		
Cheque-DD Details		Bank CIN	REF No.	02716402014050550368 867039
Que/DD No		Date	05/05/2014-17:39:58	
Name of Bank		Bank-Branch	INDIAN OVERSEAS BANK	
Name of Branch	Validity unknown	Scroll No. , Date	201405051 , 06/05/2014	
Signature : Not Available		Digitally signed by PRAKASH NAVASO CHAVAN Date: 2014-05-09 16:37:40 IST Reason: Secure Document Location: India		





बदर-४		
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AGREEMENT FOR SALE

This Agreement is made at Mumbai this 9th day of May, 2014

Between

Shraddha Shelters Private Limited, a company registered under the provisions of the Companies Act, 1956, having its registered office at 21 Commerce House, 15 Ropewalk street, Fort, Mumbai – 400 023 hereinafter referred as the “Owner/Developer” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the One Part;

And

Mrs. Pragna Kirti Kedia having her address at “Vishwashanti”, 6th floor, 30/E Azad Road, Juhu Koliwada, Santacruz (W), Mumbai – 400 049 having PAN No. ADWPK9701F hereinafter referred to as the “Purchaser” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of a limited company its successors and permitted assigns and in case of a Joint Hindu Family, the members or member for the time being of the said Joint Hindu Family, and their respective heirs, executors, administrators and assigns and in case of Trust, its trustees for the time being) of the Other Part

Whereas:

- (i) (1) Shri Bhagwanji Kanji Mistry, (2) Smt. Dhirajben Bhagwanji Mistry and (3) Shri Jayantilal Devchand Gadiya (the "Original Owners") were the owners of a plot of land bearing Final Plot No. F-1133 to F-1136 admeasuring about 5,315 square yards i.e. 4,445 square meters or thereabout being, lying and situated at Bandra within the Registration Sub-District of Bandra and District of Mumbai Suburban and shown in black colour boundary line on the plan annexed hereto and marked as Annexure "1" and more particularly described in the First Schedule hereunder written (hereinafter referred to as the "larger property") and the structures standing thereon. The Original Owners have acquired the larger property and the structures standing thereon from (1) R. S. Rupchand Seomal, (2) Shri Ram Krishna Rupchand, (3) Shri Basumal Wadhumal, (4) Smt Tulsidas Basumal, (5) Shri Prataprai Basumal, (6) Shri Rahodmal Ramchand, (7) Shri Vishandas Ramchand, (8) Shri Pribhadas Rijhumal and (9) Rijhumal Zavarmal carrying on business in partnership in the name and style of M/s. Lucky Construction, a partnership firm vide a Deed of Conveyance dated 23rd December, 1971 registered with the Sub-Registrar of Assurances at Mumbai. A copy of the registered card in respect of the larger property is annexed hereto and marked as Annexure "2";
- (ii) The Original Owner No.1 for himself and as constituted attorney of the Original Owner Nos.2 and 3 constructed two separate buildings viz: Building 'A' and Building 'B' on the portion of the larger property. Building 'A' consist of ground plus seven floors and having 20 tenements and Building 'B' consist of stilt plus seven upper floors having 28 tenements. Apart from the same there exists a ground plus one upper floor Chawl consisting of 24 tenements. The said Chawl is known as Rangari Chawl. The Original Owners have dealt with and/or disposed of the various tenements of the Building 'A' and Building 'B', on ownership basis. The different tenement holders of respective Building 'A' and 'B' have formed and registered Co-operative Housing Society in the name of Purshottam Nagar 'A' Co-operative Housing Society Limited and New Purshottam Nagar Co-operative Housing Society Limited;

पर्याय - ४

(iii)	Purshottam Nagar 'A' Co-operative Housing Society Limited and others filed a L.C. Suit No. 3046 of 2003 in the Hon'ble City Civil Court, Bombay against the Original Owner No.1 and others, against the Original Owner No.1 for the relief
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mentioned in the plaint. In the said Suit Consent Terms dated 8th July, 2005 were executed and filed by Purshottam Nagar 'A' Co-operative Housing Society Limited and others and Defendants No. 1 and 4 to 12. Under the said Consent Terms the Original Owner No.1 agreed inter alia to provide self contained premises to the Plaintiff Nos. 1 to 11 and defendant Nos. 4 to 12 being the members of Purshottam Nagar 'A' Co-operative Housing Society Limited as

contained therein in the proposed multi storied tower to be constructed on the portion of the larger property. The Owner/Developer and 12 members of Purshottam Nagar "A" Co-operative Housing Society Limited have also entered into agreements in respect of the self contained premises agreed to be provided to them under the said Consent Terms dated 8th July, 2005;

- (iv) On 2nd June, 2004 Municipal Corporation of Greater Mumbai (the "MCGM") sanctioned the plans for construction of the building on a portion of the larger property, and issued Intimation of Disapproval ("IOD") bearing No. CE/1782/WS/AH and Commencement Certificate ("CC") dated 23rd May, 2006. Copies of the IOD and CC are annexed hereto and marked as Annexure "3" and Annexure "4" respectively;
- (v) By a Development Agreement dated 6th October, 2005 executed by and between the Original Owners of the one part and Bharti Ram Aglave ("Bharti") of the other part, Bharti agreed to purchase the larger property and acquire the development right in respect thereof from the Original Owners for the consideration and on the terms and conditions contained therein;
- (vi) New Purshottam Nagar Co-operative Housing Society filed a Complaint before the Consumer Dispute Redressal Forum against the Original Owners No.1 Shri Bhagwanji Kanji Mistry and others for the reliefs mentioned therein. On 18 August, 2006, the Consent Terms were filed and the said Complaint was disposed off in terms of the Consent Terms dated 18th August, 2006. Under the Consent Terms, certain obligations are required to be fulfilled by and/or on behalf of the Original Owners and certain area of the larger property is required to be kept open;
- (vii) By a Deed of Conveyance dated 25th June, 2009 executed by and amongst the Original Owners of the first part and Bharati of the second part and the Owner/Developer of the third part and registered with the Sub-Registrar of Assurance at Andheri-1 (Bandra) under serial No. BDR-1/9919/2009 dated 9th October, 2009, the Original Owners and Bharati sold, transferred, conveyed, assigned and assured the larger property, and all the rights, title, interest, benefits, advantages, development rights, approvals, sanctions etc. including IOD and CC in respect thereof to the Owner/Developer for the consideration contained therein;
- (viii) The Owner/Developer have taken a loan from the India Infoline Housing Finance Ltd and India Infoline Finance Ltd, by Deed of Mortgage dated 19th December 2013 vide Sr. No BDR-1/12568 dated 19/12/2013 and Deed of Mortgage dated 3rd April 2014 vide Sr.No BDR1/2936/2014 dated 03/04/2014 respectively mortgaged the larger property in favour of the India Infoline Housing Finance Ltd and India Infoline Finance Ltd as a security for repayment of the loan and all

other amounts payable by the Owner/Developer to the India Infoline Housing Finance Ltd and India Infoline Finance Ltd;

- (ix) New Purshottam Nagar Co-operative Housing Society filed a suit being Suit No.2894 of 2011 in the High Court at Bombay, against the Original Owner No.1 Shri Bhagwanji Kanji Mistry, Bharti, the Owner/Developer, the MCGM and Purshottam Nagar "A" Co-operative Housing Society Limited, and inter alia challenged the Consent Terms dated 18th August, 2006 filed in the Complaint filed by them before the Consumer Dispute Redressal Forum. In the said Suit, New Purshottam Co-operative Housing Society Limited took out a Notice of Motion No.1274 of 2012 for interim reliefs mentioned therein. By an order dated 19th January, 2011, the High Court at Bombay refused to grant any ad-interim relief. In the said suit, Bharti took out a Notice of Motion No.31 of 2013 for rejection of the plaint under Order 7 Rule 11 of the Code of Civil Procedure. In the said suit, New Purshottam Nagar Co-operative Housing Society took out a Chamber Summons No.778 of 2013, for adding heirs and legal representatives of the Original Owner No.2, Mrs. Dhirajben Bhagwanji Mistry and State Bank of India as party Defendants. The Notice of Motion No.1274 of 2012 and Notice of Motion No.31 of 2013 and the Chamber Summons No.778 of 2013 and the said suit are pending;

- (x) In the circumstance, the Owner/Developer has become the owner of the larger property. The Floor Space Index in respect of the larger property is 4. . The Owner/Developer has decided to demolish the buildings / structures and re-develop the larger property and construct new building(s) thereon in more than one phases;

- (xi) At present the Owner/Developer has undertaken development of a portion of the larger property and constructions of a building thereon. The said portion of the larger property which the Owner / Developer has presently undertaken development, and on which the is proposed to be constructed, is shown in red colour boundary line on the plan being Annexure "1" and more particularly described the Second Schedule hereunder written (hereinafter referred to as the "said property"). The name of the said building is "Tirumala Residences"

(hereinafter referred to as the "said building"). The said building will contain

320 premises to be given to the members of Purshottam Nagar 'A' Co-operative Housing Society Limited. The Owner/Developer is selling on ownership basis

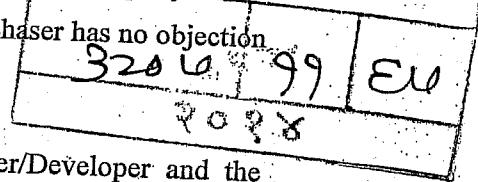
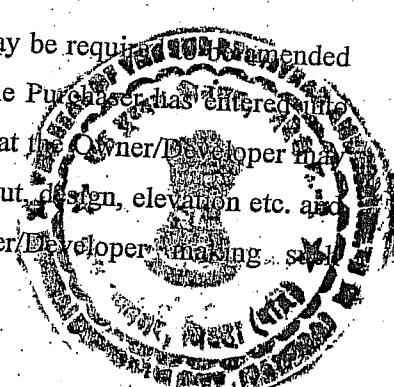
Flats and other premises, garages, parkings therein or within the said property,

save and except premises agreed to be provided to the members of Purshottam Nagar 'A' Co-operative Housing Society Limited.;

- (xii) At the instructions of the Owner/Developer, M/s. IC Legal, Advocates & Solicitors issued their Title Certificate dated 10/12/2009 in respect of the said

property. The copy of the said Title Certificate is annexed hereto and marked as Annexure "5";

- (xiii) The plans for construction of the building on a portion of the said property were amended, and the amended plans were approved by MCGM on 4th June, 2012.
- (xiv) The Purchaser being desirous of acquiring a flat No. 1002 admeasuring 1215 square feet (carpet area) on 10th floor in the said building being constructed on a portion of the said property (hereinafter referred to as the "said premises") has approached the Owner/Developer and requested to allot to her the said premises. Acceding to the aforesaid request of the Purchaser, the Owner/Developer agreed to allot to the Purchaser, and the Purchaser agreed to acquire from the Owner/Developer the said premises, for the consideration and on the terms and conditions hereinafter appearing. The typical floor plan indicating the said premises is annexed hereto and marked as Annexure "6";
- (xv) The present layout, design, elevation, plans etc., may be required to be amended from time to time by the Owner/Developer, and the Purchaser has entered into the present Agreement knowing fully well aware that the Owner/Developer may require to amend, from time to time, the plans, lay out, design, elevation etc. and the Purchaser has no objection to the Owner/Developer making such amendments;
- (xvi) The development of the larger property and/or said property and/or said building as mentioned herein or otherwise as may be required by the Owner/Developer will take substantial time and the present layout, design, elevation, plans etc., may be required to be amended from time to time by the Owner/Developer, and the Purchaser has entered into the present Agreement knowing fully well aware that the Owner/Developer may require to amend, from time to time, the plans, lay out, design, elevation etc. from time to time as may be required by the Government, MCGM or any other local authority or as may be required by the Owner/Developer in respect of the larger property and/or said property and/or said building to enable effective utilization of the FSI and/or TDR and/or any other rights, benefits including floating rights which may be available now or available in future in respect of the larger property and/or said property in the manner as the Owner/Developer may deem fit and the Purchaser has no objection to the Owner/Developer making such amendments;
- (xvii) The Purchaser has demanded inspection from the Owner/Developer and the Owner/Developer has given inspection to the Purchaser of all documents of title relating to the larger property including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Owner/Developer's Architects, the Certificate of title, revenue records and all



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other documents as specified under the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the M.O.F. Act") and the rules made thereunder, and also handed over the copies thereof;

(xviii) Under Section 4 of the said M.O.F. Act, the Owner/Developer is required to execute a written Agreement for Sale in respect of the premises agreed to be sold to the Purchaser and the Parties are therefore, executing these presents which shall be got registered under the Indian Registration Act, 1908.

(xix) The list of Annexures attached to this Agreement are stated hereinbelow:

Annexure "1"	Copy of the Plan
Annexure "2"	Copy of the Property Registered Card
Annexure "3"	Copy of the IOD
Annexure "4"	Copy of the CC
Annexure "5"	Title Certificate
Annexure "6"	Typical Floor Plan

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

1. The Owner/Developer shall construct the said building on the portion of the said property in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and approved by the Purchaser/s with such variations and modifications as the Owner/Developer may make from time to time. The name of the said building is "Tirumala Residences".

2. The Owner/Developer hereby agrees to observe, perform and comply with all the terms conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authorities and/or Government bodies at the time of sanction of the said plans or thereafter.

3. Subject to the terms and conditions herein, and on payment of all the amounts including consideration amount by the Purchaser/s to the Owner/Developer, and on performance of all the terms, conditions, covenants, obligations etc. by the Purchaser/s,

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the Owner/Developer shall allot to the Purchaser/s and the Purchaser/s shall accept the allotment from the Owner/Developer, of the said premises being flat bearing No. 1002 measuring about 1215 square feet (carpet area) on the 10th floor in the said building to be constructed on a portion of the said property, at or for the price of Rs. 4,86,00,000/- (Rs. Four Crores Eighty Six Lacs only). The price shall be paid by the Purchaser to the Owner/Developer in the following manner:

(a) Rs.97,20,000/- (Rupees Ninety Seven Lacs Twenty Thousand only) being the earnest money payable.

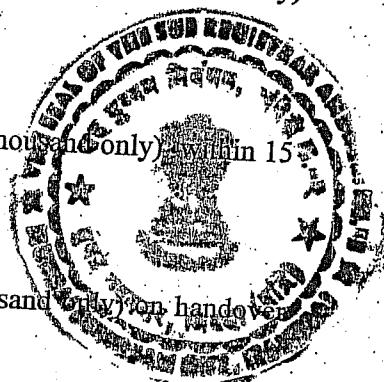
(b) Rs.2,62,44,000/- (Rupees Two Crores Sixty Two Lacs Forty Four Thousand only) on or before the Execution of this Agreement;

(c) Rs.43,74,000/- (Rupees Forty Three Lacs Seventy Four Thousand only) within 15 days of completion of the 11th Slab.

(d) Rs.43,74,000/- (Rupees Forty Three Lacs Seventy Four Thousand only) within 15 days of completion of the 14th Slab.

(e) Rs.29,16,000/- (Rupees Twenty Nine Lacs Sixteen Thousand only) within 15 days of completion of the 16th Slab.

(f) Rs.9,72,000/- (Rupees Nine Lacs Seventy Two Thousand only) on handover of peaceful possession of the "said flat"

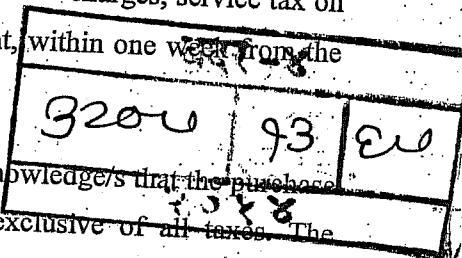


4. The price of Rs.4,86,00,000/- (Rupees Four Crore Eighty Six Lacs only) shall be payable by the Purchaser to the Owner/Developer in addition to the amounts payable by the Purchaser including the amounts mentioned in Clauses 36 and 37 hereinafter.

5. All taxes (whether applicable/payable now or become applicable/payable in future) including Service Tax, VAT and/or any other levy, cess, rates or tax or payment that may be hereafter charged, levied or sought to be charged, levied or recovered under this Agreement and/or the transaction contemplated herein shall be borne and paid by the Purchaser/s alone and the Owner/Developer shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.

6. In addition to the purchase price and all other amounts payable by the Purchaser/s to the Owner/Developer, the Purchaser/s hereby agree/s and undertake/s to bear, pay and discharge all taxes, levies etc. including VAT, Service Tax, other charges, service tax on other charges on the transaction contained in this Agreement, within one week from the date of demand being made by the Owner/Developer.

7. The Purchaser/s agree/s, confirm/s, declare/s and acknowledge/s that the purchase price and consideration mentioned in this Agreement is exclusive of all taxes. The Purchaser shall bear, pay and discharge all taxes, levies etc. including, VAT, Service Tax, whether in force and/or in existence today and/or that may be introduced in future by the



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State and/or Central Government, under any status or rules and the Purchaser/s shall bear, pay, discharge and/or reimburse (if paid by the Owner/Developer) the same to the Owner/Developer within 7 days from the Owner/Developer calling upon the Purchaser/s to do so. In case of delay in payment of VAT, service tax or other levies by the Purchaser/s, the same would attract, inter alia, interest at the rate of 18% per annum.

8. The Purchaser/s agree and undertake to indemnify the Developer/Owner of, from and against any and all demands, actions, levies, interest, penalties, proceedings etc. that may be made, taken and/or adopted by any authority, State and/or Central against the Developer/Owner for the non-payment of any such taxes including VAT and / or other levies

9. The Owner/Developer has availed and taken finance / loan / credit facility India Infoline Housing Finance Ltd and India Infoline Finance Ltd and mortgaged inter alia the said property in favour of the India Infoline Housing Finance Ltd and India Infoline Finance Ltd. The allotment / sale of the said premises shall be subject to the aforesaid mortgage in favour of India Infoline Housing Finance Ltd and India Infoline Finance Ltd. It is agreed between the parties hereto, that as and when instructed by the Owner/Developer, the Purchaser shall make all payments of the consideration amount due and/or payable to the Owner/Developer, to such account as may be instructed by the Owner/Developer to the Purchaser. The Purchaser shall make all payments of the price to the Developer/Owner through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of - "Shraddha Shelters Pvt. Ltd. Escrow A/C" No. 13570350000144. In case of any financing arrangement entered by the Purchaser with any financial institution with respect to the purchase of the said premises, the Purchaser undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to the Developer/Owner through an account payee cheque/demand draft drawn in favour of - "Shraddha Shelters Pvt. Ltd. Escrow A/C" No. 13570350000144.

10. The Owner/Developer shall have first lien and charge on the said premises agreed to be acquired by the Purchaser/s in respect of any unpaid amount payable by the Purchaser/s to the Owner/Developer hereunder. It is essential and integral term and condition of this Agreement, that only upon payment of full amount of the purchase price and all other amounts, charges, dues, outgoings, etc. payable hereunder, having

been paid on its respective	due date/s without any default by the Purchaser/s to the
820 ✓	Owner/Developer (and not otherwise), will the Purchaser/s have or be entitled to claim any rights, against the Owner/Developer under this Agreement and / or in respect of the
388 ✓	said premises.

11. In case the Purchaser proposes to commence furnishing of the said flat prior to the Developer/Owner issuing such notice as mentioned in clause _____ herein the

Developer/Owner may grant permission to the Purchaser to commence furnishing only after receiving from the Purchaser all the amounts mentioned in this Agreement including the amounts mentioned in clauses 36 and 37 appearing hereafter.

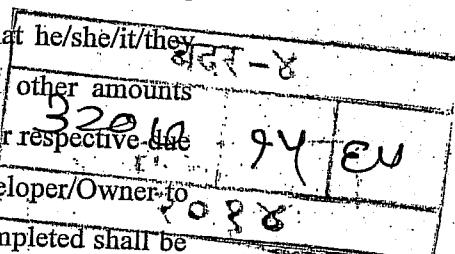
12. The Parties hereto confirm that this document constitutes the full agreement between the Parties and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.

13. The Purchaser agrees and acknowledges that the sample flat if any, constructed by the Developer/Owner and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of show casing the premises, and the Developer/Owner is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the said sample flat, other than as expressly agreed by the Developer/Owner under this Agreement.

14. It is agreed that the information, specifications, amenities, lay-out, pictures etc. shown / contained in brochure shown to Purchaser/s, if any, are indicative only. The Owner/Developer shall not be liable, responsible, obligated and / or required to provide any and / or all such amenities, specification etc. as contained in the brochure. No rights of any nature whatsoever shall be construed and/or deemed to have accrued in favour of any person and/or Purchaser/s from or by virtue of such brochure etc. The Owner/Developer shall not be liable and/or responsible for any loss, damages, cost, charges, expenses suffered / incurred and/or likely to be suffered and/or incurred by any person and/or Purchaser/s. No person or Purchaser/s shall have any right or be entitled to claim or enforce any right based on such brochure etc.

15. It is further agreed that the Owner/Developer shall have irrevocable and unconditional right to change, delete, substitute, alter, subtract, add, amend etc. the said plans, drawings, information, specification, amenities, lay-out etc. in such manner as the Owner/Developer may deem fit.

16. The time for payment of the amounts mentioned in this Agreement shall be the essence of the contract. Any default in making payment of such amounts or any part thereof shall be deemed to be a material breach of this Agreement. Time for the performance of all the terms, conditions, covenants, obligations etc. by the Purchaser is also the essence of the contract. The Purchaser agrees and confirms that he/she/it/they shall make the payment of all instalments of the purchase price and other amounts including amounts for service tax, VAT, etc. as may be applicable on their respective due dates, without any delay or default. An intimation forwarded by the Developer/Owner to the Purchaser that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed. However, it is agreed by the Purchaser that the failure to forward the said intimation by

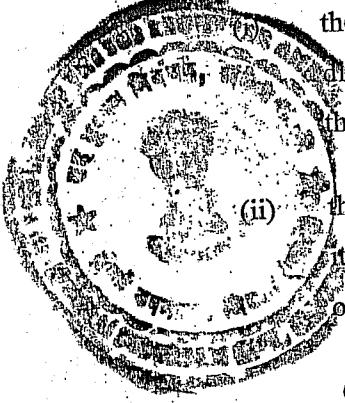


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the Developer/Owner and/or failure to receive such intimation from the Developer/Owner, shall not be a plea or an excuse for non-payment of any amount or amounts on their respective due dates, by the Purchaser.

17. If the Purchaser (a) fails or is otherwise unable to make payment of any of the amounts and/or instalments of purchaser price, consideration amount and / or other amounts including amounts for service tax, VAT, etc. on their respective due dates for any reason whatsoever; and/or (b) fails or is otherwise unable to perform any of the terms, conditions, covenants, obligations etc. contained herein; and/or (c) commits breach of any of the terms and conditions of this Agreement and/or any other writing and/or the terms and conditions of layout, Commencement Certificate, N.O.C. and other sanction, permission, Undertakings and Affidavits etc., then in that event:

 the Purchaser shall cease to have all the right, title, interest, claim, demand and/or dispute of any nature whatsoever either against the Developer/Owner or against the said premises; and

(ii) the Developer/Owner shall, without prejudice to any other rights or remedies that it may have against the Purchaser either under this Agreement or under the law or otherwise, be entitled to:

(a) forfeit, retain and appropriate a sum being 10% of the purchase price and refund the balance, if any, without any interest only after said premises is sold and all amount including consideration amount in respect thereof is received by Developer/Owner; and

(b) the Developer/Owner shall be entitled to deal with and dispose of the said premises to any other person/s and on such terms as it may deem fit without any consent or concurrence of the Purchaser; and

(d) the Developer/Owner shall be entitled to terminate this Agreement.

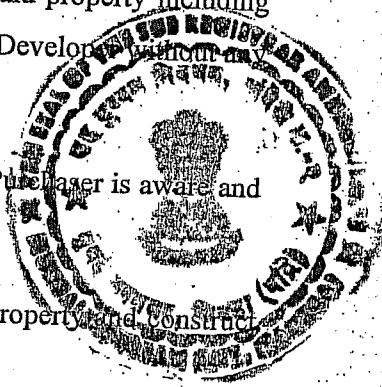
and

(ii) the Developer/Owner shall, without prejudice to any other rights or remedies that it may have against the Purchaser either under this Agreement or under the law or otherwise, be entitled to receive and recover from the Purchaser and the Purchaser

<i>बंदर</i>	<i>shall pay to the Developer/Owner interest at the rate of 15% (Fifteen percent) per annum, compounded at quarterly rest on all the outstanding payment from the due date of the said outstanding payment till the date of actual payment; and</i>
<i>३२०</i>	<i>४५</i>

It is agreed and clarified that any profit arising from the sale of the said premises to a new purchaser shall be to the credit of the Developer/Owner.

18. It is expressly agreed that the right of the Purchaser/s under this Agreement or otherwise is restricted only to the said premises subject to the payment of all the amounts by the Purchaser/s to the Owner/Developer and subject to compliance of all other terms and conditions hereof by the Purchaser/s. All other unsold flats, premises, and portion or portions of said building and/or the said property, the larger property including common areas, staircase, staircase landing, entrance lobby, recreation ground, internal roads, open spaces, terraces, recreational facilities, gardens, club-house etc., shall always be the sole and absolute property of the Developer/Owner, and the Developer/Owner shall be entitled to sell, transfer, assign, convey and /or otherwise deal with and/or dispose off the same or any part thereof. The Purchaser/s hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Owner/Developer to develop, sub-develop and/or assign its rights, give on lease, sub-lease, and/or deal with and dispose off the said property or the larger property and/or said building and/or all other unsold flats and car parks and portion or portions of the larger property or said property including open spaces, terraces, etc., in the manner deemed fit by the Owner/Developer without any further or other consent or concurrence of the Purchaser.



19. The Owner/Developer has informed the Purchaser and the Purchaser is aware and agrees, confirms and acknowledges that;

- (a) The Owner/Developer has proposed to develop the larger property and construct buildings thereon in phase manner;
- (b) Presently, the Owner/Developer has commenced development of the said property and construction of buildings thereon;
- (c) The Owner/Developer shall be entitled to commence development of remaining portion of the larger property and construct buildings thereon and sell and/or otherwise transfer flat, other premises, etc. in such manner and in such phases as the Owner/Developer may deem fit;
- (d) The Floor Space Index in respect of the larger property is four; and
- (e) The Owner/Developer may in its absolute sole discretion, either form and register
 - (i) one co-operative society for each building and/or (ii) one or more co-operative societies for all the buildings and /or (iii) one or more co-operative societies and a federal society.

20. The Owner/Developer shall sell/allot all flats, garages, car parking, open spaces, terraces and all other premises intended to be constructed on the said property with a view ultimately that the Purchaser/s / allottees of all the flats, garages, car parking, open spaces, in said building shall be admitted to the said organisation. It is agreed and clarified that the Owner/Developer shall have all the rights and be entitled to sell, allot, transfer, give on lease, give on leave and license basis and/or otherwise deal with and

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dispose of the flats, garages, car parking, open spaces, terraces and all other premises etc. separately and independently and the Purchaser/s / allottees of all the flats, garages, car parking, open spaces, in said building shall be admitted to the individual society and/or federal society as the case may be.

21. The Purchaser/s and the person to whom the said premises is permitted to be transferred shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Owner/Developer or the said organisation may require.

22. Besides the other FSI available, under the provisions of the Development Control Regulation, on construction of public parking, the Owner / Developer will become entitled to additional FSI. The Owner / Developer has proposed to construct public parking and will become entitled to additional FSI and the Purchaser/s hereby expressly consent/s and confirm/s that the Owner/Developer will always be entitled to utilize all FSI available on account of public parking and/or any other rights, benefits including floating rights, and construct additional floors and / or additional structures on the said property and / or Larger Property and unless and until the entire FSI and/or TDR and/or all other rights, benefits including FSI available on account of public parking, floating rights etc., is duly utilized or consumed or loaded by the Owner/Developer and until the construction of all the buildings on the larger property is completed and until all the flats and other premises including garages, stilt, parking, open spaces and other tenements in all the buildings to be constructed on the larger property including the said property, are sold and until all the amounts are received by the Owner/Developer from the Purchaser/s in respect of the flats and other premises including garages, stilt, parking, open spaces and other tenements in all the buildings to be constructed on the larger property including the said property, sold to them, the Owner/Developer shall not till then be bound and shall not be called upon or required to form any such said organisation, and shall not be required to execute lease or conveyance in respect of said building and the land underneath thereto and the Purchaser/s agree/s and irrevocably consent/s not to have any demand or dispute or objection in that behalf.

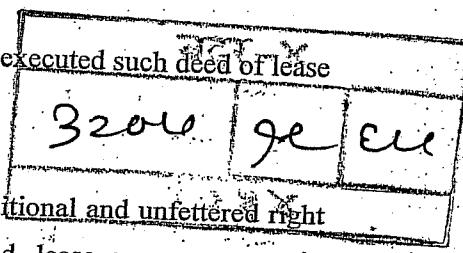
23. It is agreed between the parties hereto that the Developer/Owner shall have an irrevocable right, and the Purchaser hereby expressly, unconditionally and irrevocably consents, confirms and acknowledges that:

(i) the Developer/Owner will always be the sole and absolute owner and shall be entitled to all FSI, Transferable Development Rights ("TDR") and fungible and other FSI and all other rights, benefits, advantages, yield, FSI, TDR etc. which may be available in respect of the said property, larger property and/or adjoining property and/or other properties;

(ii) the Developer/Owner will always be entitled to utilize, consume, load etc. all FSI, TDR and fungible and other FSI and all other rights, benefits, advantages, yield,

FSI, TDR etc. which may be available in respect of the said property, larger property and/or adjoining property and/or other properties, either on the said property and/or under larger property and/or any other property, and construct the buildings thereon;

- (iii) until the construction of all the buildings on the said property and also on the larger property, by consuming, loading, utilising all the FSI, TDR and fungible and other FSI and all other rights, benefit, advantage, yield etc. in respect of the said property and/or larger property and/or the adjoining property and/or other properties, is completed and until all the flats and other premises including garages, stilt, open spaces and other tenements in all buildings on the said property and also on the larger property, are sold and until all the amounts including consideration, purchased price are received by the Developer/Owner from the purchasers in respect of the flats and other premises including garages, stilt, open spaces and other tenements in all the buildings comprising in the project sold to them, the Purchaser and other purchasers shall not form any society nor shall the Developer/Owner till then be bound and /or be called upon or required to form any society and/or execute or cause to be executed deed of lease or deed of conveyance in respect of the said buildings and the land underneath and / or the said property and/or the larger property and / or the said property and/or the larger property;
- (iv) the Developer / Owner shall not be bound, liable, obligated and/or required to form any society and/or execute or cause to be executed deed of lease or deed of conveyance in respect of the said buildings and the land underneath and / or the said property and/or the larger property, until the construction of all the buildings on the said property and also on the larger property, by consuming, loading, utilising all the FSI, TDR and fungible and other FSI and all other rights, benefit, advantage, yield etc. in respect of the said property and/or larger property and/or the adjoining property and/or other properties, is completed and until all the flats and other premises including garages, stilt, open spaces and other tenements in all buildings on the said property and also on the larger property, are sold and until all the amounts including consideration, purchased price are received by the Developer/Owner from the purchasers in respect of the flats and other premises including garages, stilt, open spaces and other tenements in all the buildings comprising in the project sold to them,
- (v) the Developer/Owner shall execute and/or cause to be executed such deed of lease or deed of conveyance; and
- (vi) the Developer / Owner shall have irrevocable, unconditional and unfettered right to decide whether to execute or cause to be executed, lease or conveyance in respect of the said buildings and/or the said property and/or the larger property.



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It is agreed that notwithstanding anything contained to the contrary herein, the Purchaser/s shall have no objection to the scheme of phase-wise development of the larger property and/or said property and/or said building or any part thereof as mentioned herein or otherwise as the Owner/Developer may deem fit and the Purchaser/s have given his/her/their/it irrevocable consent to the same.

24. It is agreed that notwithstanding anything contained to the contrary herein, the Owner/Developer shall be entitled at any time to amend the existing layout and/or to construct additional building/ structures on the said property or the larger property and/or additional floors on said building being constructed on the portion of the said property, even after completion of said building and/or even after execution of lease or conveyance in respect of the said building and land underneath thereto. All such additions, alterations, additional floors and/or additional wings, building and/or structures shall be the sole property of the Owner/Developer who shall be entitled to sell and/or otherwise deal with the same in the manner the Owner/Developer deems fit. Such additional construction may either be on account of additional FSI that may be available from the larger property or elsewhere and/or on account of TDR and/or any other rights, benefits including floating rights which may be available in respect of the larger property or other properties and/or any potential that may be available on account of the amendment in the Development Control Rules or FSI or otherwise or on account of floating rights and all other benefits and rights. The Owner/Developer shall be entitled to utilize and consume such TDR, FSI or any other potential, other rights, benefits including floating rights etc. to the extent possible in law. The Purchaser/s shall not be entitled to claim any rebate in price or any other advantage from the Owner/Developer on the ground of the Owner/Developer making additional construction or any other ground whatsoever. The Purchaser/s hereby confirm/s and consent/s to the irrevocable and unfettered right of the Owner/Developer to construct and sell the said building on the portion of the said property and/or additional floors on the said building being constructed on the portion of the said property in the manner deemed fit by the Owner/Developer without any further or other consent or concurrence in future and these consents and confirmation shall be treated as irrevocable No Objection ("NOC") consent, permission given by the Purchaser/s, under section 7 and 7 A of M.O.F. Act and any amendment shall be deemed to have been complied herewith.

25. The Purchaser/s hereby expressly consent/s to the Owner/Developer re-designing the building or increasing number of floors, adding more building or buildings and passages and such other area or areas which the Owner/Developer may desire to realign and re-design and if the said building in which the Purchaser/s has/have agreed to acquire the said premises is completed earlier than other building/s structures, then the Purchaser/s confirm/s that the Owner/Developer will be entitled to utilise any FSI presently available and / or that may be available in the future on account of change in regulations / law / act etc which results in increase in FSI on the larger property or any

part thereof or adjoining property or properties as the case may be and the present and / or future FSI available on the larger property is fully utilised by the Owner/Developer and the amount or amounts receivable by the Owner/ Developer is/are duly received by the Owner/Developer and all the obligations required to be carried out by the Purchaser/s herein and the Purchaser/s of premises from the said Owner/Developer are fulfilled by them the Owner/Developer shall not be bound and shall not be called upon or required to form any organisation as the case may be and the Purchaser/s agree/s and irrevocably consent/s not to have any demand or dispute or objection in that behalf.

26. The Owner/Developer shall be, if the Owner/Developer so decides, entitled to construct in, over or around or above the terrace of the said building or any additional area or facility permitted within the rules of the Municipal Corporation of Greater Mumbai.

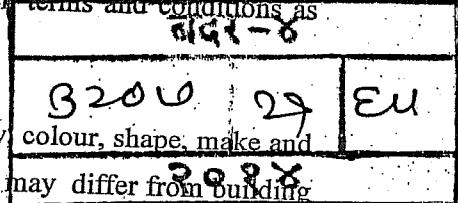
27. The Owner/Developer shall be entitled to grant any right of way or easement or right through, over or under the larger property or the said property or any part thereof to any person including occupant, Purchaser/s or person entitled to any area or rights in any building or buildings which may be constructed by the Owner/Developer on the larger property or the said property or any part thereof or to any person as the Owner/Developer may desire or deem fit.

28. The Owner/Developer shall be entitled to revise the boundary or area or the layout of the larger property or the said property or any part thereof and to submit any revised layout or amended building plans as the Owner/Developer may desire or deem fit from time to time.

29. The Purchaser/s has/have made inquiries and is /are satisfied that the Owner/Developer is the owner of the larger property and has right and authority to develop the larger property including the said property and every part thereof and construct buildings thereon and sell or otherwise transfer the flats and other premises therein. The Purchaser/s hereby undertake/s not to raise any objection and/or requisitions to the title, right, authority etc. of Owner/Developer to the larger property and/or right of the Owner/Developer to construct the buildings thereon and sell or otherwise transfer the flats and other premises therein.

30. The common areas and facilities are described in the Third Schedule hereunder written. It is agreed that : (a) the Purchaser/s will not have any right, title, interest etc. in respect of the said common areas and facilities; and (b) the Purchaser/s shall only be permitted to use the said common areas and facilities on such terms and conditions as may be deemed fit by the Owner/Developer.

31. It is made clear by the Owner/Developer that the quality colour, shape, make and design of the materials used for providing amenities in the flats may differ from building to building in the project and it is not binding on the Developers to use the same quality,



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colour, shape, make and design materials in the entire project. However, the Developer/Owner shall endeavour to provide the equivalent amenities in the flats.

32. Upon completion of the said building being constructed on the portion of the said property, the Owner/Developer shall permit the Purchaser/s to use the said premises as a licensee. The Owner/Developer shall complete the construction of the said premises by 31/03/2017, and if the construction of the said premises is not completed by 31/03/2017, then the Owner/Developer shall complete the construction of the said premises within further period of 6 months after 31/03/2017, provided always that the Owner/Developer shall be entitled to further extension of time for completion of the said building, if the completion of building is delayed on account of:

- (a) Non-availability of steel, cement, other building material, water or electric supply;
- (b) War, Civil Commotion or act of God;
- (c) Labour strike, riots;
- (d) Any notice, order, rule, notification of the Government, B.M.C. and/or other public or other Competent Authority or Court, Tribunal;
- (e) Economic downturn;
- (f) Any other eventuality which is beyond the control of the Owner/Developer including precarious financial condition of the Owner/Developer and/or economic downswing in real estate or any other industry; and
- (g) Any other force majeure or viz-majeure;

Subject to the aforesaid, and subject to other terms hereof, if the Owner/Developer is unable to offer possession of the said premises by the date stipulated hereinabove then the Owner/Developer agrees that they shall be liable to refund to the Purchaser/s the amounts already received by them in respect of the said premises with simple interest at the rate of 9% (nine percent) per annum from the date the Owner/Developer received the sum till the dates the amounts and interest thereon is re-paid by the Owner/Developer to the Purchaser/s.

33. The Purchaser/s shall make payment of the instalments mentioned hereinabove along with all the other amounts as mentioned in clause 36 and 37 below. The Purchaser/s shall occupy the said premises within 7 days of the Owner/Developer giving written notice to the Purchaser/s intimating that the said premises is ready for occupation.

34. The Purchaser/s shall use the said premises only for residential purpose.

35. The Purchaser/s doth hereby agree, declare and confirm that the Purchaser/s and the organisation formed by the Purchaser/s along with other Purchaser/s of the premises in the said building shall jointly and severally be liable and responsible to operate and

maintain the various assets installed in the said building like water pumps, fire fighting system, filtration plants including other such items for Rain Water Harvesting System and other such equipments and appliances etc. as may be necessary for the purpose of use and management of the various amenities, facilities and plant and machinery by all the flat Purchaser/s in common, as common amenities and facilities and thereby ensure compliance of the condition as imposed by concerned authority or government or as may be imposed by them with respect to the development and construction of the said building or other buildings on the larger property or any part thereof, as the case may be.

36. As part of the transaction contemplated herein, the Purchaser/s shall on the Purchaser/s being intimated to occupy the said premises, pay to the Owner/Developer inter alia the following amounts over and above the consideration mentioned in clause 3 above. The Owner/Developer is entitled to retain and appropriate the same.

Sr. No.	Particulars	Amount (Rs.)
(i)	Municipal Development Charges;	As applicable
(ii)	Electric Meter Charges;	"
(iii)	Legal Charges;	"
(iv)	Gas Connection;	"
(v)	Infrastructure Cost;	"

(any other charges / dues as may be applicable & payable at the time of handing over of the flat / unit, if any).

The Owner/Developer shall not render the account in respect of the amounts mentioned hereinabove. It is hereby clarified that the aforesaid amounts mentioned hereinabove does not include the dues for electricity, gas and other bills for the said premises and the Purchaser/s shall be liable to pay electricity, gas and other bills for the individual meters separately.

37. It is expressly agreed that the Purchaser/s shall on the Purchaser/s being intimated to occupy the said premises, pay to the Owner/Developer inter alia the following amounts over and above the consideration mentioned in clause 3 above and the amounts mentioned in clause 32 above. Such amounts shall not carry any interest.

Sr. No.	Particulars	Amount (Rs.)
(i)	Share Application Charges	320/- applicable
(ii)	Formation and registration of the said organisation	23/-
(iii)	Proportionate share of municipal taxes for the new premises (as applicable at the time of possession);	20/-

(iv)	Proportionate share of outgoings for the said premises (for _____ months).	"
	Total	"

The Owner/Developer shall not be liable, responsible and/or required to render the account in respect of the amounts mentioned above in this clause i.e. clause 37. The Owner/Developer is entitled to spend, utilise etc. the aforesaid amount in such manner as it deem fit and spent balance, if any, in the amounts mentioned in this clause, shall be transferred to the said organisation's Account at the time of handing over the charge of the said building to the said organisation. It is hereby clarified that the aforesaid amounts mentioned hereinabove does not include the dues for electricity, gas and other bills for the said premises and the Purchaser/s shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges to payment of the Owner/Developer, such other charges as the Owner/Developer may indicate.

38. It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned in clause 36 and 37 above, the Purchaser/s shall forthwith on demand pay to and/or deposit the additional amounts with the Owner/Developer. The said amount shall not carry any interest.

39. All costs, charges and expenses incurred in connection with the formation of the said organisation as well as the costs of preparing, engrossing, stamping and register ring all, deeds, documents required to be executed by the Owner/Developer and by the Purchaser/s including stamp duty, registration charges etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Owner/Developer for preparing and approving all such documents shall be borne and paid by the Purchaser/s and the said organisation as aforesaid and/or proportionately by all the holders of the flats and other premises, etc., in the said building. The Owner/Developer shall not be liable to contribute anything towards such expenses.

40. The Purchaser/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for transfer of the said premises including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's/s' account.

41. The Purchaser shall pay to the Developer/Owner his/her/their share of stamp duty and registration charges payable, if any, on the deed of lease or deed of conveyance or any document or instrument of transfer in respect of the said building and land underneath to the said building and/or the said property and/or the larger property to be executed and the Developer/Owner shall not be liable to contribute any amount in respect thereof.

42. It is agreed between the Owner/Developer and the Purchaser/s that the Owner/Developer shall be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the plan or as may be sanctioned by MCGM in respect of the larger property or said property or any part thereof and utilize FSI and/or development rights in respect thereof and for that purpose to submit Plan or Proposal as the Owner/Developer may desire. It is further agreed that the Owner/Developer in its absolute discretion shall be entitled to locate or provide in the said building or other buildings on the larger property or said property or any part thereof or any additional floor or floors and use the same for residential, commercial and/or such other purpose or purposes as the Owner/Developer may desire without reference or recourse to the Purchaser/s or the said organisation at the discretion and/or option of the Owner/Developer time to time.

43. Notwithstanding what is contained to the contrary the Owner/Developer shall be entitled to lease or convey or demise the said building or any part thereof or portions thereof either phase-wise or wing-wise.

44. Upon the Purchaser/s being permitted to enter upon the said premises, he/she/they/it shall have no claim against the Owner/Developer as regards the quality of the building material used for construction of the premises or the nature of the construction of the said premises or otherwise howsoever, provided that if within a period of one year from the date on which the Purchaser/s being permitted to enter the said premises to the Purchaser/s, the Purchaser/s bring/s to the notice of the Owner/Developer any defect in the said premises or the material used therein, then, wherever possible such defect shall be rectified by the Owner/Developer at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Owner/Developer/s reasonable compensation for such defect subject to verification and certification of such defects / compensation by the Architect under whose supervision the building has been constructed.

45. So long as each flat/garage/other premises in the said building is not being separately assessed for municipal taxes and water charges, the Purchaser shall pay to the Developer/Owner a proportionate share of the Municipal tax and water charges assessed on the said building. Such proportion to be determined by the Developer/Owner on the basis of the area of the said premises, however for the purpose of determining such proportion, the area of the unsold flats/premises will not be taken into account. The Purchaser along with the other purchasers/allottees will not require the Developer/Owner to contribute a proportionate share of the maintenance charges, municipal taxes, water charges and all other rent, rates and taxes in respect of the flats and other premises which are not sold or disposed of by the Developer/Owner even after the said property has been leased/conveyed. In other words, any liability towards taxes or other outgoings etc. in respect of the unsold flat and other premises, shall be borne and paid by the purchasers of

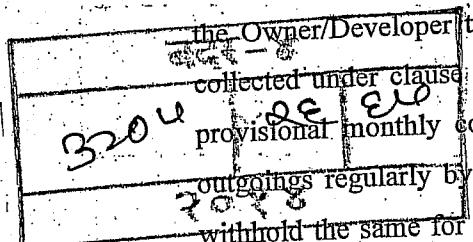
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the flats including the Purchaser herein for a period of 18 months from the date the Purchaser is intimated to occupy the said premises.

46. The Purchaser shall take possession of the said premises within fifteen days of the Developer/Owner giving written notice to the Purchaser intimating that the said premises is ready for use and occupation. While accepting the possession of the said flat from the Developer/Owner, the Purchaser shall get himself/themselves satisfied about the quality of work, amenities etc., and thereafter upon the Purchaser taking possession of the said flat, shall have no claim against the Developer/Owner as regards the quality of the building materials used for construction of the flat/unit or the nature of the construction provided in the said flat/unit. Commencing immediately after notice in writing is given by the Owner/Developer to the Purchaser/s that the said premises is ready for occupation, the Purchaser/s shall be liable to bear and pay the proportionate share of out goings in respect of the larger property and the said building including local taxes, betterment charges or such other levies by the concerned local authority and/or Government. The Purchaser/s shall also pay his/her/their/its proportionate share towards maintenance and management of the building, the compound, the compound walls, water pumps and electrical fittings, drainage and plumbing installations and fittings, car and passenger lifts, etc., water and sewage charges and taxes, cost of water supplied by water tankers, rent and cost of water meter or electric meters, insurance, common lights, repairs, salaries of clerks, bill collectors, chowkidars, sweepers, and also other expenses necessary and incidental to the management and maintenance of the larger property in addition to the amounts mentioned in clause 36 and 37 hereof. It is agreed that if the Owner/Developer so requires, the Purchaser/s shall make such additional payment towards the outgoings on a continuous basis, beginning from the time the notice in writing is given by the Owner/Developer to the Purchaser/s till the lease or conveyance of the said building. All amounts paid by the Purchaser/s to the Owner/Developer on account of outgoings and municipal taxes shall not carry any interest and the Owner/Developer shall be entitled to spend such amount for the purposes for which the same are collected and the unspent balance shall remain with the Owner/Developer until the lease or conveyance of the said building and the land underneath thereto is executed. Subject to the provisions of Section 6 of the said M.O.F. Act, on such lease or conveyance being executed, the aforesaid amounts so collected (less deductions provided for this Agreement) shall be paid over by the Owner/Developer to the said organisation. After the utilisation of the amounts so collected under clause 36 and 37 hereinabove, the Purchaser/s undertake/s to pay such provisional monthly contribution towards proportionate share of municipal taxes and outgoings regularly by the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever otherwise interest at the rate of 1.5% per month (compounded at monthly rest) will be charged. The right of the Owner/Developer to charge the said interest is without prejudice to their rights including right to terminate this Agreement, levy cancellation charges etc.



47. It is agreed, confirmed and covenanted by and between the Parties hereto that the Owner/Developer shall have full right and absolute authority and shall be entitled to, at any time hereafter, change, alter and amend the layout, plans, designs, elevation, etc. of said building and/or the larger property or said property or any part thereof and/or get the larger property or said property sub-divided into small portions or parts or amalgamate the same with any other property or properties and the Purchaser/s shall not have any objection in this regard. Further it is agreed between the parties hereto that the Purchaser/s shall not be entitled to nor shall he/she/they/it insist for sub-division of the larger property or said property or be entitled to any FSI exceeding the FSI used and consumed in the said building and that the Purchaser/s and/or the said organisation shall not be entitled to put up any further or additional construction on the said building exceeding the FSI consumed therein at the time of lease or conveyance to be executed in their favour for any reason whatsoever.

48. It is further agreed, confirmed and covenanted between the parties hereto that Purchaser/s shall not change the user of the said premises and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said premises and shall not cover or construct anything on the open spaces and/or parking spaces and/or refuge areas.

49. The Purchaser by himself/herself/themselves with intention to bind all persons into whose hands the said premises and other premises may hereinafter come by virtue of said property is leased or conveyed in favour of the said federal society, is executed, hereby covenant/s with the Developer/Owner as follows:

(a) To maintain the said premises at the Purchaser's own cost in good tenable repair and condition from the date on which the Purchaser is permitted by the Developer/Owner to use the said premises and carry out at his/their own costs all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Developer/Owner to the Purchaser and not do or suffer to be done anything in or to the building in which the said premises is situated, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other public authority or change/alter or make addition in or to the building in which the said premises is situated or to the said premises itself or any part thereof and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities.

(b) Not to store anything in the refuge area nor store any goods in the said premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises is

situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated and in case any damage caused to the building in which the said premises is situated on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.

- (c) (i) Not to demolish or cause to be demolished the said premises or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said premises or any part thereof and keep the portion, sewers, drains, pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support, shelter and protect other parts of the said building in which the said premises is situated.
- (ii) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the building in which the said premises is situated and not cover/enclose the planters and service ducts or any of the projections from the said flat within the said flat, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said premises without the prior written permission of the Developer/Owner. Breach of any of these conditions shall cause this Agreement, ipso facto, to come to an end and the provisions of sub-clause (v) shall apply accordingly.
- (iv) The Purchaser further undertakes not to affix any fixtures or grills on the exterior of the building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said flat. The Purchaser shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Purchaser from the Developer/Owner and the Purchaser undertakes to not fix any grill having a design other than the standard design approved by the Developer/Owner. The Purchaser, shall not install a window Air-conditioner within or outside the said flat.

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The aforesaid penalty/ies shall be payable by the Purchaser in addition to the cost of rectification for the default committed. The obligation of the Purchaser under this sub-clause (c) shall not prejudice or affect any obligation under any other clauses of this Agreement, including but not limited to sub-clause (m) of this clause. In the event the Purchaser fails to pay the penalty and rectify the default of his/her/their obligation within

one month from committing this default at his/her/their own cost then the Developer/Owner through its agents, shall have a right to enter upon the said flat and dismantle at the Purchaser's cost, such fixtures which are in contravention of this sub-clause or any other provision of this Agreement.

(vi) Without prejudice to all other rights that the Developer/Owner may have against the Purchaser either under this Agreement or otherwise, the Developer/Owner shall have the right to terminate this Agreement on the breach of the aforesaid conditions and 10% of the consideration amount in respect of the said premises or any such amount that the Developer/Owner may deem fit shall stand forfeited and the Developer/Owner shall be entitled to deduct from the payments made by the Purchaser such amounts as they may find proper to compensate for the damage so caused and refund the balance amount of the said consideration amount to the Purchaser, however if such payments are inadequate, the Developer/Owner shall be entitled to recover further amount from the Purchaser to compensate for the damage so caused and the Purchaser hereby consents to the same. The decision of the Developer/Owner in that regard shall be final and binding upon the Purchaser who shall not dispute the decision of the Developer/Owner in this regard.

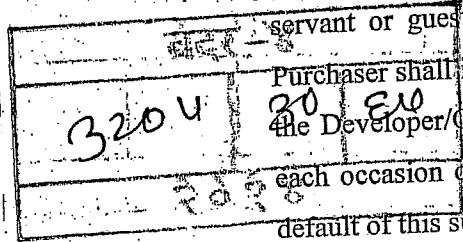
- (d) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the said building in which the said premises is situate or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- (e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound or the refuge floor or any portion of the said property and the building in which the said premises is situated or else the Purchaser shall pay to the Developer/Owner a penalty Rs.10,000/- (Rupees Ten Thousand only) on each such occasion, and rectify any damage and default immediately at his/her own cost.
- (f) Pay to the Developer/Owner within 10 days of demand by the Developer/Owner, in addition to the amounts collected in Clause 36 and 37 above, their share of security deposit demanded by any concerned local authority or government TMC for giving water, or any electric supply company for giving electricity or any other service connection to the building in which the said premises is situated.
- (g) 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 from time to time.

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- (h) Till the Purchaser has obtained the prior written consent of the Developer/Owner, the Purchaser shall not let, sublet, sell, mortgage and/or otherwise transfer, assign or part with the Purchaser's interest or benefit under this Agreement and/or the said premises. Such transfer shall be only in favour of the Transferee as may be approved by the Developer/Owner and not otherwise.
- (i) Shall observe and perform all the rules and regulations which the said organisation may have 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 premises 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. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the said organisation regarding the occupation and use of the said premises in the said building and shall pay and contribute regularly and actually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (j) Shall not at any time cause or permit any public or private nuisance in or upon the said premises, the said building or the said property or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Developer/Owner.
- (k) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any waste including but not limited to pollutants into the surface or other drains or in or upon any part of the said premises and/or the said building nor litter or permit any littering in the common areas in or around the said premises and/or the said building and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said premises and/or the said building to the requirement and satisfaction of the Developer/Owner and/or relevant government and statutory authorities. If the Purchaser or members of his/her family or any servant or guest of the Purchaser commits default of this sub-clause then the Purchaser shall immediately take remedial action and shall also be liable to pay to the Developer/Owner a penalty of Rs.10,000/- (Rupees Ten Thousand only) on each occasion on which the Purchaser or any person on his/her behalf commits default of this sub-clause.
- (l) Shall not do either by himself/itself or any person claiming through the Purchaser anything which may or is likely to endanger or damage the said building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water



line, compound gate, or any other facility provided in the said building. If the Purchaser commits default of this sub-clause then the Purchaser shall immediately take remedial action and shall also be liable to pay to the Developer/Owner a penalty of Rs.10,000/- (Rupees Ten Thousand only) on each occasion on which the Purchaser or any person on his/her behalf commits default of this sub-clause.

- (m) Shall not display at any place in the the said building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser shall not stick or affix pamphlets, posters or any paper on the walls of the said building or common area therein or in any other place in the said property or on the window, doors and corridors of the said building. If the Purchaser commits default of this sub-clause then the Purchaser shall immediately take remedial action and shall also be liable to pay to the Developer/Owner a penalty of Rs.10,000/- (Rupees Ten Thousand only) on each occasion on which the Purchaser or any person on his/her behalf commits default of this sub-clause.
- (n) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said building or the exterior wall of the said premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Purchaser in such places only as may have been previously approved in writing by the Developer/Owner in accordance with such manner, position and standard design laid down by the Developer/Owner;
- (o) Shall not do or permit or suffer to be done anything in or upon the said premises or any part of the said building which is or may, or which in the opinion of the Developer/Owner is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining flat or the neighbourhood provided always that the Developer/Owner shall not be responsible to the Purchaser for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining flat of the said building and the Purchaser shall not hold the Developer/Owner so liable,
- (p) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said premises or in or on the common stairways, refuge areas, corridors and passageways in and of the said building.

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- (q) Shall abide by all rules and regulations framed by the Developer/Owner or by the said organisation, for the purposes of maintenance and up-keep of the said building.
 - (r) Shall not without the prior written consent of the Developer/Owner sell, transfer, deal with and dispose off, mortgage and/or create any other encumbrance in respect of the said premises or any part thereof.

50. Until all the amounts payable by the Purchaser/s to the Owner/Developer are paid and until all the obligations required to be performed by the Purchaser/s, are performed, nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises in favour of the Purchaser/s and the Purchaser/s shall not have any right, title, interest or claim of any nature whatsoever in respect of the said premises. Further, the Purchaser/s shall never have any right, title, interest, claim or demand of any nature whatsoever in respect of open spaces, unsold car parking spaces, lobbies, staircases, terrace, etc., even after the said building and land underneath thereof is leased or conveyed to the organisation which will always remain the property of the Owner/Developer. It is further agreed that should any grant or demise be construed in the Purchaser's/s' favour in respect of the said premises then there shall deem to be a charge on the Purchaser's/s' interest in the said premises, for all payments due under this Agreement from the Purchaser/s. The Purchaser/s shall have permission only to use open spaces (other than the open car parking spaces), terrace, lobby, stair case and lift.

51. The Owner/Developer shall have the right (but shall not be obligated) to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the said building, said property, larger property or any part thereof, such decision shall be final and binding until the lease or conveyance in respect of the said building and land underneath thereto is executed. Thereafter, the individual society will undertake to maintain the building or any part thereof in the manner it was handed over save and except normal wear and tear of the property and the said organisation shall create and maintain a Sinking Fund for the purpose of such maintenance.

52. The Purchaser/s shall permit the Owner/Developer and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said premises or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the building in respect whereof the Purchaser/s of such other premises, as the case may be, shall have made default in paying his/her/their/its share of taxes, maintenance charges etc.

53. The Purchaser/s shall at no time demand partition of the said building and/or said property and/or larger property etc. or any part thereof and/or his/her/their/its interest, if any, therein and the same shall never be partitioned, unless Owner / Developer decide otherwise.

54. If for any reason the individual societies and/or the federal society is formed before the sale of all the flats, premises etc. by the Developer /Owner, then the Developer / Owner shall have a right and shall be entitled to sell, transfer and/or otherwise deal with and/or dispose off such unsold flats, premises, units etc. and the individual societies shall admit the purchasers of such unsold flats, premises, units etc. to the membership of such individual societies without any conditions/or payment of any extra charges by way of transfer charges or payment of the maintenance charges in respect of the said flat/unit relating to the period prior to the date of purchase and taking over the possession of the said flat/unit.

55. The Purchaser hereby agrees that in the event any amount is payable by way of premium or deposit to the Local authority, Corporation or the State Government towards betterment charges or development charges or any other tax or charges or payment of similar nature becoming payable by the Owner/Developer in respect of the said Building, the same shall be reimbursed by the Purchaser to the Developer/Owner of the property in the area of the said flat agreed to be purchased by the Purchaser and in determining such amount the decision of the Developer/Owner shall be conclusive and binding upon the Purchaser.

56. The Purchaser along with other premises holders will pay the amounts to the Owner/Developer in respect of the deposit made by the Owner/Developer for water connection to the building to the Local Authority or Municipal Corporation and also the deposit for electric meters and transformer for lighting and for power.

57. Advocates and Solicitors of the Owner/Developer shall prepare and/or approve as the case may be, the deed of lease or deed of conveyance and all other documents to be executed in pursuance of this Agreement. All costs, charges and expenses including stamp duty, registration charges and all other expenses in connection with the preparation and execution of the conveyance and other documents shall be borne, shared and paid by all the purchasers of the premises in the said building in proportion to the respective area of premises sold to them and/or the Co-operative Society of the flat/unit purchasers.

58. After the possession of the said premises is handed over to the Purchaser, if any additions or alterations in or relating to the said building are thereafter required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Purchaser in co-operation with the Purchaser of the other premises in the said building at their own costs and the Developer/Owner shall not be in any manner liable or responsible for the same.

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59. The Parties hereby agree, declare and confirm that the Purchaser and also the other purchasers in the building / OR the Co-op. Society of the purchasers shall not take any objection or raise any dispute of any nature whatsoever on the ground of inconvenience, hardship or otherwise, if the Developer/Owner sell and transfer one or more flats/shops to the purchaser who intends to conduct and/or convert the same for guest house / hospital / nursing homes / dispensary / clinic / lodge / classes / hall or restaurant cum permit room and further undertakes not to raise any objections for the same in future on the ground of inconvenience or otherwise. The Purchaser also confirms that he/she has purchased the said flat / shop with the full knowledge as aforesaid and has no objection for the same.

60. It is agreed that the said premises shall be of R.C.C. structure with normal brick with cement plaster only and shall contain specifications, fixtures, fittings and/or amenities as set out in the Fourth Schedule hereunder written. The Purchaser/s hereby agrees and confirms that save and except the specification, fixtures, fittings and/or amenities as set out in the Fourth Schedule hereunder written, the Owner/Developer shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said premises or in the said building. Further, though the Owner/Developer has proposed to provide certain facilities such as fitness centre, etc, the Owner/Developer has the right to add, alter, amend or delete any detail above facilities.

61. It is expressly agreed between the Owner/Developer and the Purchaser/s and the Purchaser/s confirms that he/she/they/it is/are aware that the Owner/Developer is likely to receive additional FSI, TDR and other rights and benefits on the larger property and in such event of Owner/Developer receiving additional FSI and/or TDR and other rights and benefits the Owner/Developer shall be entitled to construct either additional floor or floors on the said building or any part thereof or construct any additional structure on the said property or the larger property in the open compound or any part thereof as may be permissible either as Annexe structure or as an independent structure as the Owner/Developer may desire and the Owner/Developer shall be entitled to deal with, dispose of, alienate, encumber or transfer such additional floor or floors or premises and building or buildings or structures for such consideration to such party as the Owner/Developer may desire without reference or recourse or consent of the Purchaser/s

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in any manner whatsoever and the Purchaser/s agree/s not to dispute or object to the same.

62. That the name of the said building shall always be known "Tirumala Residences". Further the name of the said organisation shall contain the name "Tirumala Residences" and/or any other name the Owner/Developer may desire and the name of the Co-operative Society or Limited Company or Condominium of Apartments to be formed

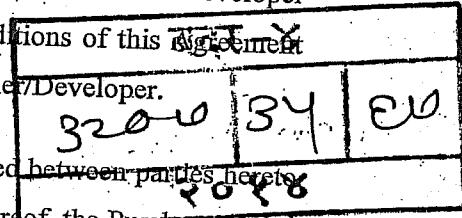
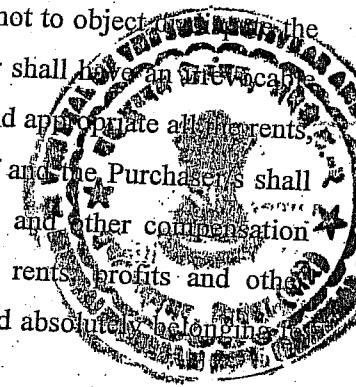
shall bear the said names and this name shall not be changed without the prior written permission of the Owner/Developer.

63. It is expressly agreed that the Owner/Developer shall have an irrevocable and perpetual right even after the execution of the lease or conveyance and be entitled to put a hoarding on the said property or the larger property or any parts of the said building or buildings including on the terrace and/or on the parapet wall and/or and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Owner/Developer is fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the said building or on the said property or on the larger property or any part thereof as the case may be and further the Owner/Developer shall be entitled to use and allow third parties to use any part of the said building, the said property, the larger property or any part thereof for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment etc. The Purchaser/s agree/s not to object to the same. It is further expressly agreed that the Owner/Developer shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all rents, profits and other compensation including any increase thereof and the Purchaser/s shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall be solely and absolutely the property of the Owner/Developer.

64. No forbearance, indulgence or relaxation or inaction by the Owner/Developer at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice their rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

65. Any delay tolerated or indulgence shown by the Owner/Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Owner/Developer shall not be construed as a waiver on the part of the Owner/Developer of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Owner/Developer.

66. As part of the transaction contemplated herein, it is agreed between parties hereto that for every sale or transfer of the said premises or any part thereof the Purchaser/s and all subsequent third parties who have purchased or have agreed to purchase, the said premises or who have become the owners of the said premises, as the case may be, shall



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be liable and shall pay to the Owner/Developer transfer fees/charges calculated at 2% of the total consideration value of the said premises.

67. Notwithstanding anything contrary contained herein, the Owner/Developer shall not be liable or required to pay any transfer fees/charges and/or any amount, compensation whatsoever to the individual society for the sale or transfer of the unsold premises in the said building or other buildings or within the said property or the larger property or any part thereof even after the lease or conveyance is executed.

68. The Purchaser/s hereby expressly agree/s and covenant/s with the Owner/Developer that in the event of the said building on the portion of the said property being not ready for occupation and in the event of the Owner/Developer offering license to enter upon the said premises to the Purchaser/s or handing over occupation of the said premises earlier than completion of the said building then and in that event the Purchaser/s shall not have any objection to the Owner/Developer completing the construction of the balance building or additional floors without any interference or objection by the Purchaser/s. The Purchaser/s further confirm/s that he/she/they/it shall not object or dispute construction of the balance building or buildings, wing or wings or additional floors or additional construction or part or parts thereof by the Owner/Developer on any ground including on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Owner/Developer shall be entitled to either itself or through any nominees to construct and complete the said additional storeys, wing or wings or building or buildings on the said property or the larger property or any part thereof as it may desire in their absolute discretion without any interference or objection or dispute by the Purchaser/s. The Purchaser/s hereby consent/s to the same.

69. Notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Owner/Developer) and notwithstanding the Owner/Developer giving any no objection/permission for mortgaging the said premises or creating any charge or lien on the said premises and notwithstanding the mortgages/charges/lien of or on the said premises, the Owner/Developer shall have first and exclusive charge on the said premises and all the right, title and interest of the Purchaser/s under this Agreement for recovery of any amount due and payable by the Purchaser/s to the Owner/Developer under this

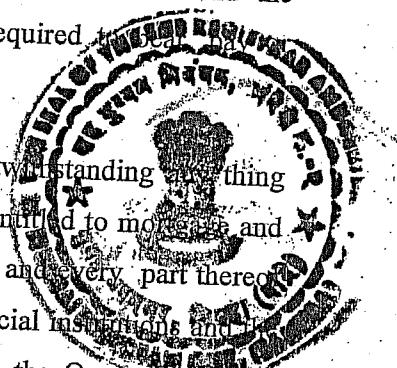
*B204 38/84
Agreement or otherwise*

70. Notwithstanding anything contained herein, it is agreed between the parties hereto:

- (a) that the Owner/Developer shall have irrevocable and unfettered right and be entitled, at any time hereafter, without any consent of the Purchaser to mortgage, create charge and /or other encumbrances in respect of the said property, the larger property and/or the said building and all premises therein including the said

premises and also the buildings to be constructed hereafter and its right, title and interest therein;

- (b) that the Purchaser/s shall be solely and exclusively liable and responsible and shall bear and pay all the costs, charges, taxes including services tax, etc. payable in respect of the transaction contemplated herein; and
- (c) that the Owner/Developer shall not be liable, responsible, required and/or obligated to provide any facility. However if the Owner/Developer provide any such facility, than the Purchaser/s may be allowed to use such facility or any of them at the sole discretion of the Owner/Developer and also on the terms and conditions that may be imposed by the Owner/Developer. In any event all the costs, charges, and expenses for providing such facilities and/or for maintaining, managing the same shall solely and exclusively be borne and paid by all the Purchaser/s of the other premises including the Purchaser/s herein and the Owner/Developer shall not be liable, responsible or required to contribute any charges, expenses, costs etc. for the same.

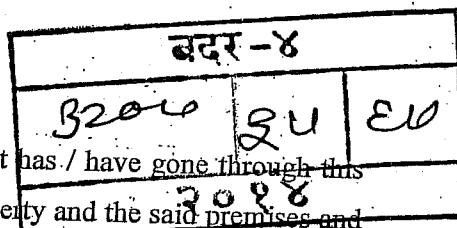


71. It is agreed by and between the parties hereto that notwithstanding anything contained herein, the Owner/Developer shall have right and be entitled to mortgage and /or create security on larger property including the said property and every part thereof and borrow funds from any person including the banks and financial institutions and the Purchaser/s hereby expressly give his / her/their /its consent to the Owner/Developer mortgaging or creating security on the larger property including the said property and every part thereof in favour of such persons including the banks and financial institutions.

72. 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 Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery to the address of the addressee at his/her/their/its address hereinbefore mentioned.

73. For the purposes of this transaction, the details of the PAN of the Owner/Developer and the Purchaser/s are as follows:

- (a) Owner/Developer's PAN : AALCS3069D
- (b) Purchaser's PAN : ADWPK9701F



74. The Purchaser/s hereby declare/s that he/she/they/it has / have gone through this Agreement and all the documents related to the larger property and the said premises and has expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied has entered into this Agreement.

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75. All the disputes between the parties hereto shall be adjudicated by the court in Mumbai alone.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

The First Schedule Above Referred To

(Description of the larger property)

All that piece and parcel of land or ground containing by admeasuring 5112 sq.yrds. i.e. 4274.20 sq.mtrs. or thereabouts according to the last Conveyance but admeasuring 5316 sq.yds. i.e. 4446 sq.mtrs. or thereabout according to the City Survey Bandra-Danda registered in the Books of the Thane Collector under the Survey No.7 and Sub one registered in the City Survey of Bandra under H/West Ward Nos. F-1133, F-1134, F-1135 and F-1136 bearing N.S. No.105 of Bandra and assessed by the Assessor & Collector of Municipal rates and taxes under H/West Ward Nos. 6128(1), 6129(2), 6127 & 6132 and bearing street Nos. 174(s), 174(b), 175, 176, 177 and 177B and situate, lying and being at Bandra at the Western side of the Bandra Road now known as Jari Mari Mandir Road and bounded as follows, that is to say:

- | | |
|-----------------------|-------------------------------|
| On or towards East : | By Jari Mari Mandir Road |
| On or towards West : | By CTS Nos. 1122, 1121 & 1137 |
| On or towards South : | By CTS Nos. 1124 & 1130 |
| On or towards North : | By CTS Nos. 1137 |

The Second Schedule Above Referred To

(Description of the said property)

A portion of the larger property, which portion admeasures 1,324 (One Thousand Three Hundred Twenty Four) square meters situate, lying and being at Bandra at the Western side of the Bandra Road now known as Jari Mari Mandir Road and shown in red colour boundary line on the plan being Annexure "1" hereto.

The Third Schedule Above Referred To

(Description of the common areas and facilities)

- (a) Staircase
- (b) Staircase landing

Entrance-Lobby

- (d) lift

320 U (d) 3C Ell

2098

The Fourth Schedule Above Referred To

List of Amenities:

1. Solid R.C.C Building
2. 2 x 2 vitrified flooring in entire flat;
3. Granite kitchen platform with steel sink & 4' height glazed tiles above kitchen platform;
4. Powder coated aluminium sliding windows with plain glasses & granite frame;
5. Spartek flooring & full height designer glazed tiles in bath & W.C.;
6. Powder coated aluminium louvered ventilators in W.C. & bath;
7. Centralised concealed copper wiring & M.C.B. With sufficient electrical points;
8. Quality Concealed plumbing with quality sanitary fittings;
9. Telephone & TV point in Living Room & Bedroom;
10. Powder coated backlite sheet door in W.C. & bath;
11. Distemper paint in entire flat;
12. Weather resistant acrylic paint for external surface;
13. Decorative main door;



Signed and delivered by the
Withinamed the "Owner/Developer"
Shraddha Shelters Private Limited
Through its Director
Mr. Rishi A. Todi

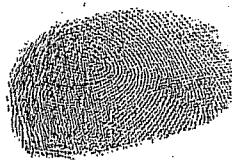
In the presence of

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) For SHRADDDHA SHELTERS PVT. LTD.

) Director / Authorised Signatory

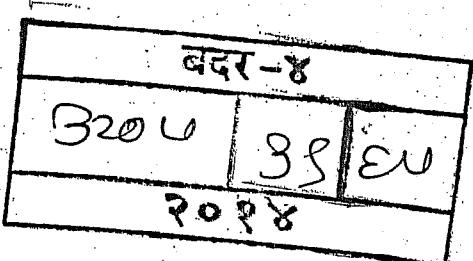


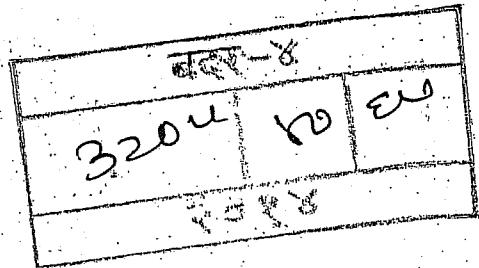
Signed and delivered by the
Withinamed the "Purchaser"
Mrs. Pragna Kirti Kedia
In the presence of

1.

2.

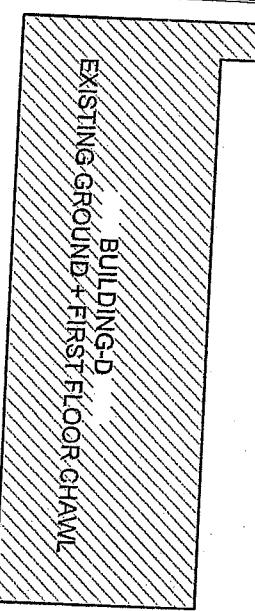
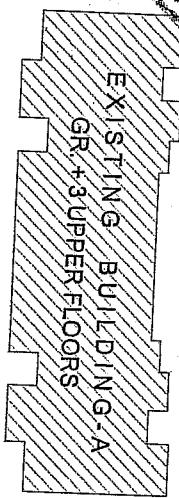
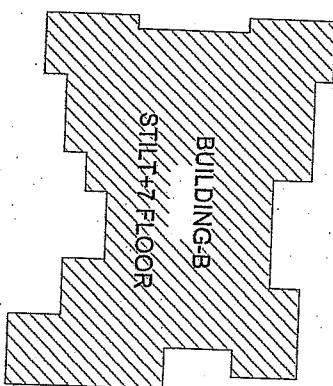
) PK Kedia





LAY OUT PLAN

EXISTING GROUND + FIRST FLOOR CHAWL

EXISTING BUILDING-A
GR. + 3 UPPER FLOORSBUILDING-B
STILT + 7 FLOOR

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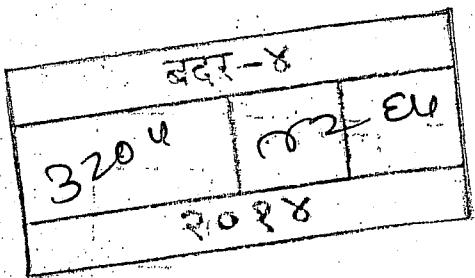
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मालमत्ता पत्रक

तालुका/न.भू.मा.का. -- न.भू.अ.बांद्रा

क्षेत्र धारणाधिकार
चौ.मी.

जिल्हा -- मुंबई उपनगर जिल्हा

शासनाला दिलेल्या आकारांची किंवा भाष्याची असली तपशील आणि त्वाच्या फेर तपासणीची सिवत वा

मोजे -- एफ वॉड

पन. स्टॉ. नं. शिट नंबर फ्लॉट नंबर

F/११३६

[Sq.yds.]

[४५५]

चौ.मी.

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asstt included in F/११३६.

Abdul kader, Nara Miya, Valiullah, Haji Mahomed
Saddick, Sirajuddia, Naunawalla, Haji Umar Haji
Siddick, Clatri, Oosman Iusab, Hasan Haji, Uomar
Khatri, & Ismail Haji Siddick Khatri.
Trustees of Haji Suleman Juma Noor Trust by deed
of २५.१२.७३.



व्यवहार	खंड क्रमांक	नविन घारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षाकंन
Levy N.A.Assessment, See C.T.S.No.F/११३६			सही - C.T.S.O.
N.A.Assessment, See C.T.S.No.F/११३६.			सही - १९६०-०६-१६ ००.००.०० C.T.S.O.
भा.स.च्या १९५६ च्या वजन मापाचे कायद्यालगत म.रा.स.च्या १९५८ अंमलबजावणी कायद्यानुसार व भा.स.च्या नाणे संबंधी कायद्यानुसार क्षेत्र आकाराचे रूपांतर केले.			सही - ६/१२ विजिनि.भू.अ.(द)कु.
स.स.न. F/११३६ पहा बिनशेती आकार.			सही - १९७१-१०-०१ ००.००.०० न.भू.अ.क्र. उमु.उ.म.
स.स.न. F/११३६ पहा बिनशेती आकार.			सही - १९७१-०७-२५ ००.००.०० न.भू.अ.क्र. उमु.उ.म.
स.क्र. F/११३६ पहा.			सही - १९८४-०३-२८ ००.००.०० न.भू.अ.क्र. उमु.उ.म.
र.दि. २००१.५, नववर्षामध्ये १००/- आची दि. ७ DEC १९८४ २१		खरी प्रत न.भू.अ.बांद्रा मुंबई उपनगर जिल्हा	
प्रणिक शुल्क प्रकृति विवरण		मुख्य मुमाल अधिकारी, बांद्रा	

खदर - ४
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खरी प्रत
न.भू.अ.बांद्रा
मुंबई उपनगर जिल्हा

प्रणिक शुल्क
प्रकृति विवरण

मुख्य मुमाल अधिकारी, बांद्रा

कृपया याचा अधिकारी द्वारा दाखल करा.

मालमत्ता पत्रक

गांग/मौजे - एफ वॉर्ड

र.पुस्पन शिट नंबर प्लाट नंबर
क/फा.प्लॉ.नं.

तालुका/न.भू.मा.का. -- न.भू.अ.बांद्रा

क्षेत्र चौ.मी. धारणाधिकार

F/११३५ F/११३५

पासणी करणारा -

खरी नवकल -

जिल्हा -- मुंबई उपनगर जिल्हा
शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा
तपशील आणि त्याच्या फेर तपासणीची नियत वेळ)

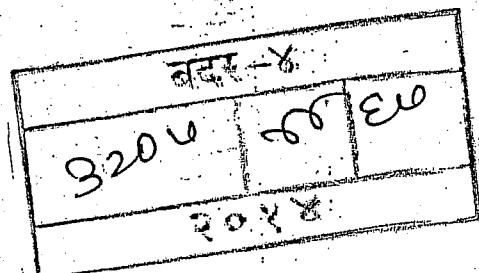
न.भू.अ.बांद्रा
मुंबई उपनगर जिल्हा

नवकल बजे क्र. २९५९ नवलेला प्रकाश / मुंबई^१
बाजे दाखला दि. २९/१२/१२ बोंदी
नवकल तपार दि. २९/१२/१२ तपार युक्त १००
नवकल दिल्याची दि. २७ DEC 2012 २१
पासणी करणारा : युक्त युक्त १००
पासणी करणारा : *Reeuy* १००
पासणी करणारा :

खरी प्रते

~~नाशक सुसापन अधिकारी. बोंदी~~

प्रकाश दिल्याचा
उपनगर गुमापन अधिकारी. बोंदी



मालमत्ता पत्रक

एफ वॉर्ड

सिट नंबर, प्लाट नंबर

क्षेत्र
चौ.मी.

तालुका/न.भू.मा.का. - न.भू.अ.बांद्रा

धारणाधिकार

F/११३५

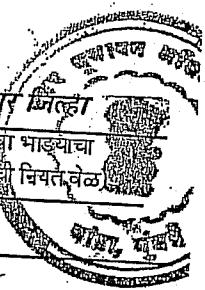
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जिल्हा -- मुंबई उपनगर मिल्हा

शासनाला दिलेल्या आकारणाचा किंवा भाष्याचा
तपशील आणि त्याच्या फेर तपासणीची नियत वेळ

Asstt included in F/११३३.



Abdul Kadar Miya Valiulla.
Haji Mahomed Sadick Serajuddin Noormalvak.
Haji Usman Haji Siddick Khatri.
Oosman Jusab.
Hasan Haji Usman Khatri.
&
Ismail Haji Siddick Khatri.
Trustees of Haji Suleman Jusab Noor Trust
By deed of २५.१२.४७.



व्यवहार	खंड क्रमांक	नविन घारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षात्कार
Levy of N.A. Asstt. See C.T.S.No.F/११३३.			सही - C.T.S.O.
N.A. Assessment See C.T.S.No.F/११३३.			सही - १९६०-०६-१६ ००:००:०० C.T.S.O.
ग.स.च्या १९५६ च्या वजन मापाचे कायद्यालगत म.रा.स-च्या १९५८ नंमलबाजावणी कायद्यानुसार व भा सं च्या नार्ण संबंधी कायद्यानुसार त्र आकाराचे रूपांतर केले.			सही - १९६९-१२-०६ ००:००:०० वि.जिनिभूआ. (द)कुलाबा.
स.न. F/११३३ पहा. बिनशेती आकार.			सही - १९८४-०३-२८ ००:००:०० न.भू.अ.क्र. चमुंडमुंड.
स.न. F/११३३ पहा. बिनशेती आकार.			सही - १९८४-०३-२८ ००:००:०० न.भू.अ.क्र. चमुंडमुंड.
क्र. F/११३३ पहा.		मालमत्ता पत्रक नं.भू.अ.क्र. ३२०८ २०१८ न.भू.अ.क्र. चमुंडमुंड.	सही - १९८४-०३-२८ ००:००:०० न.भू.अ.क्र. चमुंडमुंड.

मालमत्ता पत्रक

प्रभाग/मोजे -- एफ वॉर्ड

गार मुमणन सिट नंबर प्लाट नंबर

तालुका/न.भू.मा.का. -- न.भू.अ.बांद्रा

क्षेत्र चौ.मी.

धारणाधिकार

जिल्हा -- मुंबई उपनगर जिल्हा

शासनाला दिलेल्या आकारांचा कृत्वा भाष्याचा
तपशील आणि त्वाच्या फेर तपासण्याचा निवत्तवेळ

F/१३३४ F/१२३४

[Sq.yds.]

[१२८]

चौ.मी.

१०४.५

C

asstt indulded in F/१३३३

विधाधिकार

काचा मुळ धारक
प्र्व १९४८

Abdul Kadar Nana Miya Valiullah Haji Mahomed
Saddick, Siroguddin Normawalla, Haji Uneas Haji
Usman Khatri & Ismail Haji Siddick Khatri.
Trustees of Haji Suleman Juma Noor Trust by deed
of २५.१२.४३.

द्वारा

र भार

र शेरे

संक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षात्कंन
२९/०६/१९६४	Levy of N.A. Assstt See CTS No.F/१३३३. S.I.F.			सही - C.T.S.O.
३१/०६/१९६४	N.A. Assessment See C.T.S.No.F/१३३३			सही - १९६०-०६-१६० C.T.S.O.
०७/०६/१९६४	भा.स.च्या १९५६ च्या वजन मापाचे कायद्यालगात म.रा.स.च्या १९५८ अंमलबजावणी कायद्यानुसार व भा स.च्या नाऱ्ये संबंधी कायद्यानुसार क्षेत्र आकाराचे रूपांतर केले.			सही - १९६९-१२-०६० विजिनिभूआ. (ट)कुलाबा.
२०/०८/१९७१	सि.स.न. F/११३३ पहा बिनशेती आकार.			सही - १९७१-१०-१०१ न.भू.अ.का. शमु.उ.मु.
२७/०८/१९७१	सि.स.न. F/११३३ पहा बिनशेती आकार.			सही - १९७१-१०-१०१ न.भू.अ.का. शमु.उ.मु.
२३/०३/१९५४	दस्तऐवज न.भू.का. F/१३३३ पहा क्षेत्र अर्ज २९५९ अर्ज संखल अर्ज २९५९ प्रकाशक १००			सही - १८४४-०३-२८ न.भू.अ.का. शमु.उ.मु.

नक्काल वयार २८.१२.१९९२ नक्काल दिन २८.१२.१९९२
सणी करणारा - २७ DEC २०११ नक्काल - २१
नक्काल दिनार्थ २७ DEC २०११ नक्काल - २१

सरी प्रत

न.भू.अ.बांद्रा

मुंबई उपनगर जिल्हा

पूर्णांक शुल्क
वयार करणारी
घाषाणारी

मालमत्ता पत्रक

१९७४ एफ वॉर्ड

सिट नंबर, प्लाट नंबर

लॉन्च

प्लाट नंबर

क्षेत्र
चौ.मी.

तालुका/न.भु.मा.का. -- न.भु.अ.बांद्रा

धारणाधिकार

F/११३३

जिल्हा --

मुंबई उपनगर जिल्हा

शासनाला दिलेल्या आकारणाचा किंवा भाष्याचा
तपशील आणि त्याच्या फेर तपासणीची नियत घेळ)

१९७४

१९८४

रा-

कल दार्थ २९५

जी दार्थ २९५/७२ चौ.मी.

कल दार्थ २९५/७२ चौ.मी.

कल दिल्याची श्रृ. 7 DE मुंबई

यार करणारा।

पासणारा।

एकूण चूल्य

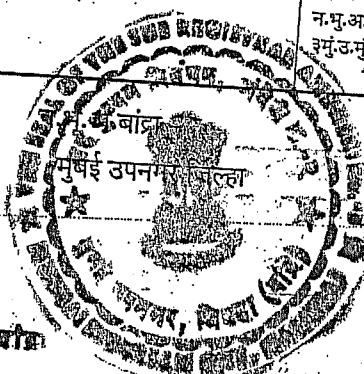
खंड क्रमांक

नविन घारक (धा)
पटेदार (प) किंवा भार (भा)

साक्षाकं

सही -
१९७४-०७-२५ ००:००:००
न.भु.अ.क्र.
३८५.८५

सही -
१९८४-०३-२८ ००:००:००
न.भु.अ.क्र.
३८५.८५



खरी प्रत
सार भार अधिकारी, बांद्रा
खरी प्रत
सार भार अधिकारी, बांद्रा

बदर-४

३२०५ ८८ ८८

२०१४

मालमत्ता पत्रक

पार्ग/मोजे - एफ वॉर्ड

पार मुमापन शिट नंबर प्लाट नंबर

तालुका/न.भु.मा.का. - न.भु.अ.बांद्रा
क्षेत्र धारणाधिकार
चौ.मी.

जिल्हा -- मुंबई उपनगर जिल्हा

शासनाला दिलेल्या आकारणाचा किंवा भासून दिलेला अपिं त्याच्या फेरलतपासणीची निवडणुकी

F/११३३

F/११३३

[Sq.yds.]

[३७६०]

चौ.मी.

३१४३-८

C

[assst Rs. १/- Upto ३१.७.४७.]

[Rs. from]

[१७८.०० १.८.४७ to ३१.७.४९.]

[२८७.०० १.८.४९ to ३१.७.५१.]

[३५६.०० १.८.५१ to ३१.७.५३.]

[४४५.०० १.८.५३ to ३१.७.५५.]

[५३४.०० १.८.५५ to ३१.७.५७.]

[७२०.०० १.८.१९५९ to ३१.७.१९६१.]

[Rs.७६७.२० १.८.६१ to ३१.७.६७.]

[Rs.७६७.७५ १.८.६७ to ३१.७.७०.]

Rs.१५३४/- from १.८.७१

रु. ३०६८.८० १.८.७१ पासून

वेधाधिकार

काचा मुळ धारक
वर्ष १९४८

Abdul Kadar, Nana Miya Valiullah Haji Mahomed
Sadick Sirajuddin Narmawalla, Haji Umar Haji
Siddick-Khatri, Oosmani Jusab, Hasani Haji Usman
Khatri, & Ismail Haji Siddick Khatri. Trustees of
Haji Suleman Juma Noor Trust by deed of २५.१२.४३.

दार

र.मा.

र.सरे

साक्षात्कार	वेधाधिकार	खंड क्रमांक	नविन धारक (धा) पंडुदार (प) किंवा भार (भा)	साक्षात्कार
२९/१०/१९५६	Levy of N.A. Assessment of Rs. १७८.० from १.८.४७ to ३१.७.४९. Rs. २८७.० from १.८.४९ to ३१.७.५१. Rs. ३५६.० from १.८.५१ to ३१.७.५३. Rs. १४५/- from १.८.५३ to ३१.७.५५ and Rs. ५३४.० from १.८.५५ to ३१.७.५७ as per DDC's order No.L.N.D. ४०६ dated १९.१०.५६. including C.T.S. Nos. F/११३४ to ११३६.			सही - C.T.S.O.
३१/०५/१९६०	N.A. Asstt. at Rs. ७१७/- per annum for १.८.१९५९ to ३१.७.१९६१ is entered as per Collection order No.L.N.D. ४०६ dated १७.५.१९६० including C.T.S.No. F/११३४ to ११३६. S.I.F.			सही - १९६०-०६-१६ C.T.S.O.
०७/०६/१९६९	भा.स.च्या १९५६. च्या वजन मापाचे कायद्यालगत भा.स.च्या १९५८ अंमलबाजावणी कायद्यानुसार व भा.स.च्या नाणे संबंधी कायद्यानुसार क्षेत्र आकाराचे रूपांतर केले.			सही - १९६९-१२-०६ विनियोजन (द)कुलाबा
२०/०८/१९७१	उपनियामीय अम्बी मुंबई उपनियामीका DL/N/LND-४०६/२४.१२.७०..... अन्वयात्रा वर्षीय आकार. ७६७.३०. मुदत. १.८.६७. पासून (सि.स.न. F/११३४ ते F/११३६ सह.)			सही - १९७१-१०-०१ C.T.S.O.
	3208 : ८० : ८०			
	२०१४			

MUNICIPAL CORPORATION OF GREATER MUMBAI
No.CE/WS/1782/WS/AH of

X 4 JUN 2012

To,
M/s. Ram Aglave & Associates
Architect
239-D, Khar Danda,
Opp. Danda Market,
Mumbai – 400 052.

Ex. Engineer Bldg. Proposal (W.S.)
H and K-Wards
Municipal Office, R. K. Patkar Marg,
Bandra (West), Mumbai - 400 050

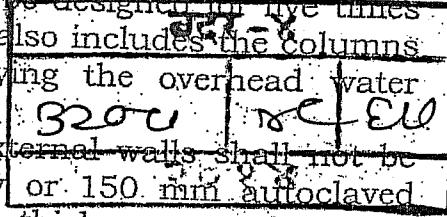
Sub : Proposed development on plot bearing CTS No.
F/1133 to F/1136 of Village Bandra at Jari Mari
Road, Bandra (W), Mumbai.

Ref : Your letter dated 11-5-2012.

Gentleman,

There is no objection to your carrying out the work as per amended plans submitted by you vide your letter under reference for which competent authority has accorded sanction, subject to the following conditions :-

- 1) All the objections of this office I.O.D. under even dated shall be applicable and should be complied with.
- 2) The changes proposed shall be shown on the canvas mounted plans to be submitted at the time of B.C.C.
- 3) That every part of the building constructed and more particularly overhead water tank will be provided with proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 4) That the infrastructural works, such as; construction of hand holes / panholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall be provided.
- 5) That the regulation No.45 and 46 of D.C.Reg.1991 shall be complied with.
- 6) That the letter box shall be provided at the ground floor for all the tenements.
- 7) That the owner/developer shall not hand over the possession to the prospective buyer's before obtaining occupation permission.
- 8) That no main beam in R.C.C. framed structure shall be less than 230 mm. wide. The size of the columns shall also be governed as per the applicable I.S. Codes.
- 9) That all the cantilevers [projections] shall be designed for five times the load as per I.S. code 1993-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 10) That the R.C.C. framed structures, the external walls shall not be less than 230 mm, if in brick masonry or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No.CE/5591 of 15.4.1974.



- 11) That the revised R.C.C. drawing/designs, calculations shall be submitted through Licensed Structural Engineer.
- 12) That the authorized Pvt. Pest Control Agency to give anti malaria treatment shall be appointed in consultation with P.C.O.[H/West Ward].
- 13) That the "RUT" shall be submitted by the developer to sell the tenements/flats on carpet area basis only and to abide by the provision of MOFA (Act) amended upto date and the I.B. indemnifying the MCGM and its employees from any legal complications arising due to MOFA, will not be submitted.
- 14) That the N.O.C. from Civil Aviation shall be submitted.
- 15) That the Registered Undertaking involved in the concession report shall be submitted.
- 16) That the Janata Insurance Policy shall be submitted.
- 17) That the NOC from A.A. & C., H/West Ward shall be submitted.
- 18) That the NOC from E.E. (T&C) shall be submitted.
- 19) That the NOC from C.F.O. shall be submitted.
- 20) That all the payments shall be made.
- 21) That the RUTs shall be submitted as stated in the concession report.
- 22) That the C.C. shall be got re-endorsed.

One set of plans in token of approval is enclosed herewith.

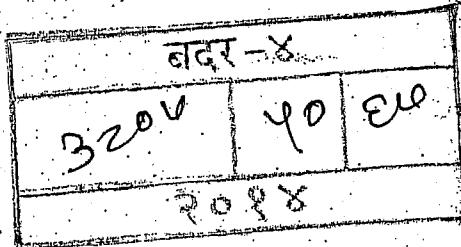
Yours faithfully,

Sd/-
Executive Engineer
Building Proposals .
(Western Suburbs) H Ward

Copy to : 1] M/s. Shraddha Shelters Pvt. Ltd.
2] Assistant Commissioner, H/ West Ward
3] A.E.W.W. H/West Ward

Forwarded for information please.

E.E.B.P (W.S.) H Ward



473

BMPP-1649-2002-10,000 Forms.

This I.O.D./C.C. is Issued/subject
to the provision of Urban Land
Ceiling and Regulation Act 1976
(G3)

MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/1782/BSI/WS/AH/AK of
COMMENCEMENT CERTIFICATE

Ex. Engineer Bidg. Proposal (W.S.)
H and K — Wards,
Municipal Office, R. K. Patkar Marg,
Bandra (West), Mumbai-400 050

To,

Shri B.K. Misri & Others

23 MAY 2006

Sir,

With reference to your application No. 8156 dated 22/11/2004 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 Prop. Bidg. on plot bearing CTS No. F/1183 to F/1186 at premises at Street.....Jani Mari Marg.....village.....Bandra.....plot No.situated at Bandra (W).....Ward: H & K 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.

This Commencement Certificate is renewable every year but such extended period shall in no case exceed three years provided further that such lapse shall not bar any subsequent application for 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 or 45 of the Maharashtra Regional and Town Planning Act, 1966.

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

The Municipal Commissioner has appointed Shri. S.Y. Chikate

Executive Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act:

This CC is valid upto.....

31 JUN 2006

Commencement Certificate is in part

For and on behalf of Local Authority

The Municipal Corporation of Greater Mumbai

Carrying out the work up to 1st floor of basement

Approved plan No 1413/06

Shobha Job

Asst. Assistant Engg. Building Proposals ECR-4

(Western Subs.) 'H & K/West' 'K/East & P/Wards'

FOR
MUNICIPAL CORPORATION OF GREATER MUMBAI

320 cl. 49 Els

2028

Valid up to 01/06/2007

CE/ 1782 /BS II/WS/AH of 17 JUN 2006

Further C.C. is now extended upto top of Full basement as per
Approved plan dated 14/8/2006
For height

E.E. Asstt. Engr. B.P. (W.S.) AH & KIS
Jhol 16/06

Valid up to 1/6/2007

29 NOV 2006

CE/ 1782 /BS II/WS/AH of

Further C.C. is now extended reendorsed at CC up to plinth level as per
Approved plan dated 15/10/2006
For height

E.E. Asstt. Engr. B.P. (W.S.) AH
Kank 29/10/06

Valid up to 29/10/06

29 OCT 2009

CE/ 1782 /BSII/WS/AH

Further C.C. is now extended up to reendorsed
up to plinth level

For height as per approved plan dated 5.9.2009

Daman 29/10/09

Valid up to 1/6/2011

29 JUN 2010

CE/ 1782 /BSII/WS/AH

Further C.C. is now extended up to reendorsed
CC up to top of Stilt 1st Lt
3.95 mtr for proposed Drawing
height as per approved plan dated 11.5.2010

Daman 29/06/10

Valid up to 1/6/2011

30 SEP 2010

CE/ 1782 /BSII/WS/AH

Further C.C. is now extended up to FULL CC
Ax. S/11 - 2 upper floor + LMR - 10 ft height
Total 15.25 mtr
height as per approved plan dated 11.5.2010

Sukhdev

बदरा - ४ E.B.P. (W.S.) H & K Ward S/C

B20V 142/01

२०१४

CL

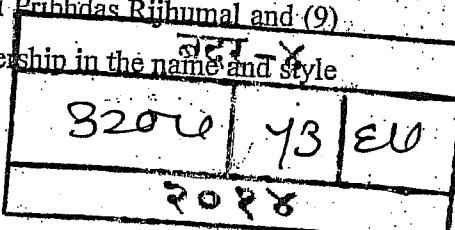
C LEGAL
Advocates & Solicitors

Title Certificate

Re: All that piece or parcel of land together with structures standing thereon bearing Final Plot No. F-1133 to F-1136 admeasuring 4445 square meters or thereabout being, lying and situate at Bandra within the Registration Sub-District of Bandra and District of Mumbai Suburban

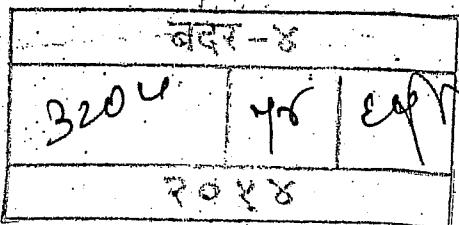
1. At the request of Shraddha Shelters Private Limited (the "Owners"), a company registered under the provisions of the Companies Act, 1956, having its registered office at 21 Commerce House, 15 Ropewalk street, Fort, Mumbai - 400 023, we have inquired into its title to the above property and its right and authority to develop the said property, construct building/s thereon and sell the premises therein.
2. For the purpose of enquiry, (i) searches are taken in the office of the State Registrar of Assurance at Mumbai; and (ii) papers and documents those made available to us were perused; and (iii) information sought from the Owners.
3. On perusal of documents and information given on enquiry, we hereinafter set out our understanding of the Owners' title to the said property and also the right and authority of the Owners to develop the same, construct building/s thereon and sell the premises therein:

- (i) (1) Shri Bhagwanji Kanji Mistry, (2) Smt. Dhirajben Bhagwanji Mistry and (3) Shri Jayantilal Devchand Gadiya (the "Original Owners") were the owners of a plot of land bearing Final Plot No. F-1133 to F-1136 admeasuring about 5315 square yards i.e. 4445 square meters or thereabout being, lying and situated at Bandra within the Registration Sub-District of Bandra and District of Mumbai Suburban and more particularly described in the Schedule hereunder written (hereinafter referred to as the "said property") and the structures standing thereon. The Original Owners have acquired the said property and the structures standing thereon from (1) R. S. Rupchand Seimal, (2) Shri Ram Krishna Rupchand, (3) Shri Vashumal Vadhmal, (4) Smt Tulsidas Vashumal, (5) Shri Prataprai Vashumal, (6) Shri Rahodmal Ramchand, (7) Shri Vishnidas Ramchand, (8) Shri Pribhdas Rijhumal and (9) Rizhumal Zaverimal carrying on business in partnership in the name and style

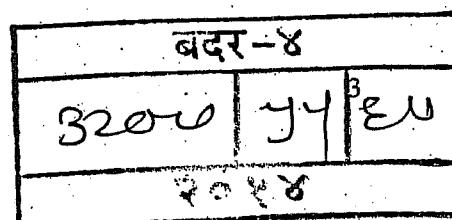


of M/s. Lucky Construction, a partnership firm vide a Deed of Conveyance dated 23rd December, 1971 registered with the Sub-Registrar of Assurances at Mumbai;

- (ii) We are informed by the Owners that the Original Owner No.1 for himself and as constituted attorney of the Original Owner Nos.2 and 3 constructed two separate buildings viz: Building 'A' and Building 'B' on the portion of the said property. Building 'A' consist of ground plus 3 floors and having 20 tenements and Building 'B' consist of stilt plus seven upper floors having 28 tenements. Apart from the same there exists a ground plus one upper floor Chawl consisting of 24 tenements. The said Chawl is known as Rangari Chawl. The Original Owners have dealt with and/or disposed of the various tenements of the Building 'A' and Building 'B', on ownership basis. The different tenement holders of respective Building 'A' and 'B' have formed and registered Co-operative Housing Society in the name of Purshottam Nagar 'A' Co-operative Housing Society Limited and New Purshottam Nagar Co-operative Housing Society Limited;
- (iii) The Original Owner No.1 entered into a Memorandum of Understanding dated 9th June, 1995 and an Agreement dated 7th July, 2001 with ANA Developers Private Limited ("ANA") for the development of the said property on the terms and conditions contained therein. ANA filed an Arbitration Petition in the Hon'ble High Court at Bombay being Arbitration Petition No.288 of 2006 under section 11 of the Arbitration and Conciliation Act, 1996 for appointment of the Arbitrator. On 9th January, 2008 a Termination Agreement made between the Original Owner No.1 of the one part and the said ANA of the other part, whereby parties thereto agreed to terminate the said Memorandum of Understanding dated 9th June, 1995 and Agreement dated 7th July, 2001 and ANA agreed to withdraw the said Arbitration Petition, on the terms and conditions therein contained;



- (iv) The Original Owners entered into an Agreement dated 12th February, 2004 with M/s. Mehta Developers ("Mehta") for redevelopment of the said property on the terms and conditions contained therein. Mehta filed a suit in the Hon'ble High Court at Bombay being Suit No. 495 of 2007 for specific performance of the Agreement dated 12th February, 2004. On 12th February, 2008 Termination Agreement and on 25th October, 2008 a Supplemental Deed of Termination made between the Original Owners of the first part and Mehta of the second part and Bharti Ram Aglave ("Bharti") of the third part, whereby the parties thereto have agreed to terminate the said Agreement dated 12th February, 2004 and Mehta agreed withdraw the said suit, on the terms and conditions therein contained;
- (v) Purshottam Nagar 'A' Co-operative Housing Society Limited and others filed a L.C. Suit No. 3046 of 2003 in the Hon'ble City Civil Court, Bombay against the Original Owner No.1 and others, seeking reliefs against the Original Owner No.1 restraining him inter alia from carrying out any development or construction on the said property. In the said Suit Consent Terms dated 8th July, 2005 were executed and filed by Purshottam Nagar 'A' Co-operative Housing Society Limited and others and Defendants No. 1 and 4 to 12. Under the said Consent Terms the Original Owner No.1 agreed inter alia to provide self contained premises to the Plaintiff Nos. 1 to 11 and defendant Nos. 4 to 12 being the members of Purshottam Nagar 'A' Co-operative Housing Society Limited as contained therein in the proposed multi storied tower to be constructed on the portion of the said property;
- (vi) On 2nd June, 2004 Municipal Corporation of Greater Mumbai (the "MCGM") sanctioned the plans and issued Intimation of Disapproval ("IOD") bearing No. CE/1782/WS/AH and Commencement Certificate ("CC") dated 23rd May, 2006;
- (vii) By a Development Agreement dated 6th October, 2005 executed by and between the Original Owners of the one part and Bharti of the other part,



Bharti agreed to purchase the said property and acquire the development right in respect thereof from the Original Owners for the consideration and on the terms and conditions contained therein;

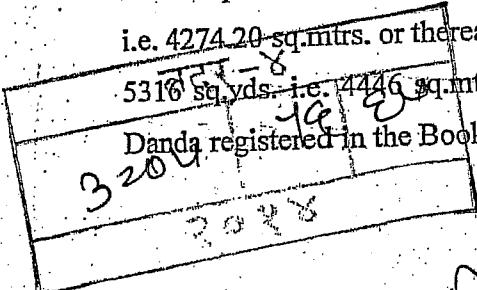
- (viii) In Complaint before the Consumer Dispute Redressal Forum filed by New Purshottam Nagar Co-operative Housing Society, on 18th August, 2006, the Consent Terms are filed and the said Complaint is disposed off in terms of the Consent Terms dated 18th August, 2006. Under the Consent Terms, certain obligations are required to be fulfilled by or on behalf of Original Owners and certain area of the said property is required to be kept open;

By a Deed of Conveyance dated 25th June, 2009 executed by and amongst the Original Owners of the first part and Bharati of the second part and the Owners of the third part and registered with the Sub-Registrar of Assurance at Andheri-1(Bandra) under serial No. BDR-1/9919/2009 dated 9th October, 2009, the Original Owners and Bharati sold, transferred, conveyed, assigned and assured the said property, and all the rights, title, interest, benefits, advantages, development rights, approvals, sanctions etc. including IOD and CC in respect thereof to the Owners for the consideration contained therein;

4. In these circumstances, and subject to what is stated hereinabove, we are of the opinion that the Owners' title to the said property is clear and marketable and the Owners are entitled to develop the said property and construct building on portion thereof and sell the premises therein save and except premises agreed to be provided to the members of Purshottam Nagar 'A' Co-operative Housing Society Limited as agreed under the Consent Terms dated 8th July, 2005.

The Schedule Above Referred To

All that piece and parcel of land or ground containing by admeasuring 5112 sq.yards. i.e. 4274.20 sq.mtrs. or thereabouts according to the last Conveyance but admeasuring 5316 Sq.yds. i.e. 4446 sq.mtrs. or thereabout according to the City Survey Bandra-Danda registered in the Books of the Thane Collector under the Survey No.7 and Sub



one together with the messene tenement or dwelling house erected, built or standing thereon registered in the City Survey of Bandra under H/West Ward Nos. F-1133, F-1134, F-1135 and F-1136 bearing N.S. No.105 of Bandra and assessed by the Assessor & Collector of Municipal rates and taxes under H/West Ward Nos. 6128(1), 6129(2), 6127 & 6132 and bearing street Nos. 174(s), 174(b), 175, 176, 177 and 177B and situate, lying and being at Bandra at the Western side of the Bandra Road now known as Jari Mari Mandir Road and bounded as follows, that is to say:

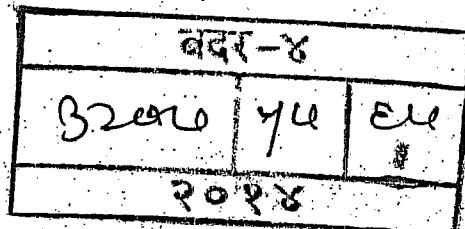
- On or towards East : By Jari Mari Mandir Road
On or towards West : By CTS Nos. 1122, 1121 & 1137
On or towards South : By CTS Nos. 1124 & 1130
On or towards North : By CTS Nos. 1137

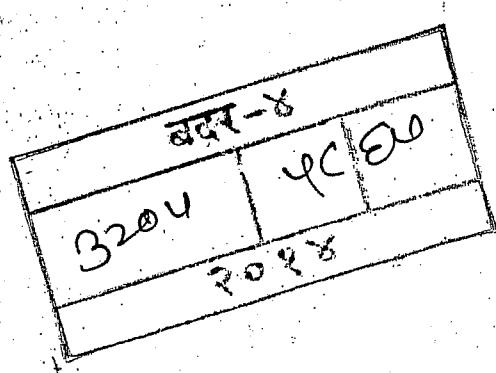
Dated this 10th day of December, 2009



for IC Legal

B. Bhattacharya
Partners



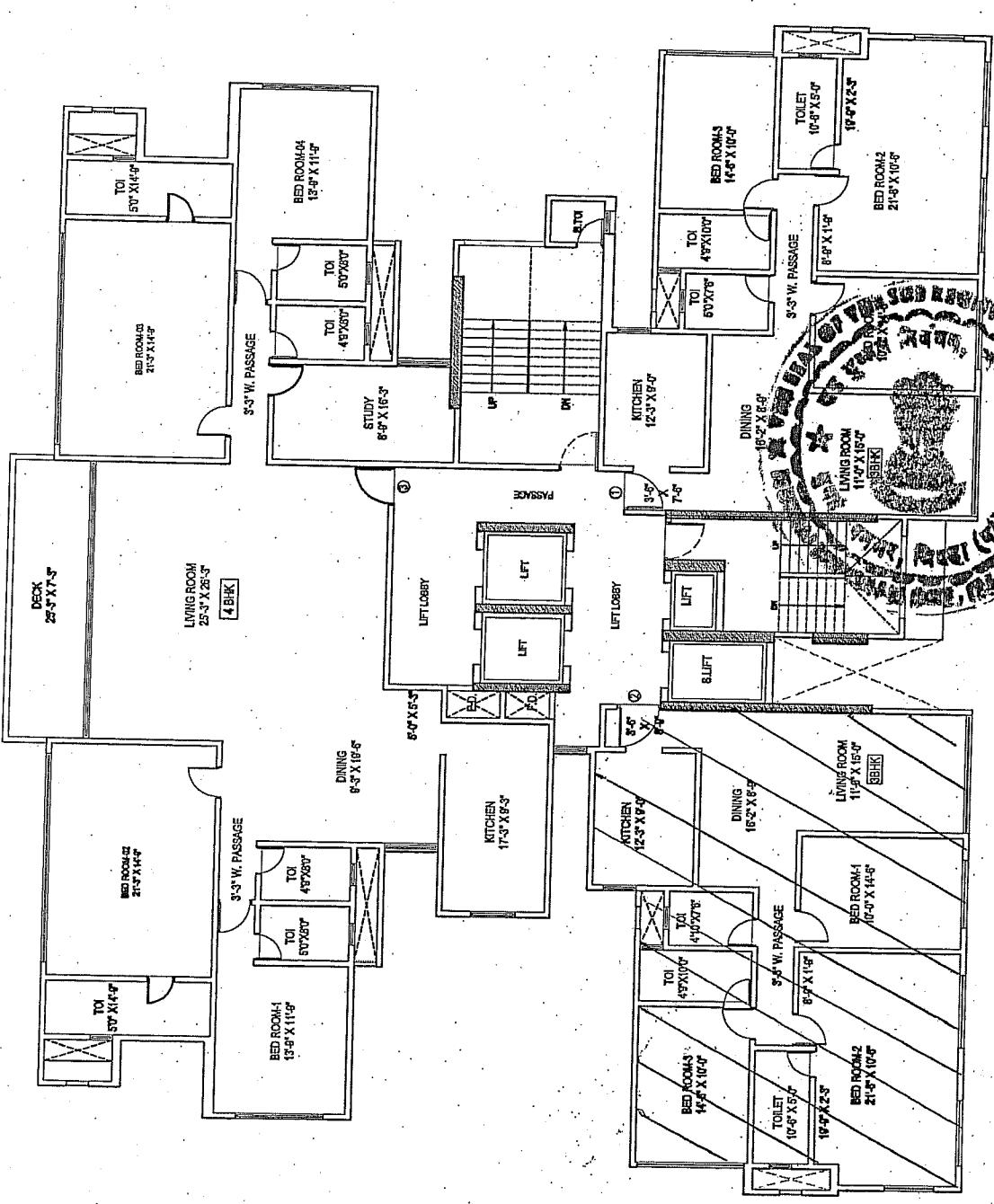


10TH (10TH) FLOOR PLAN

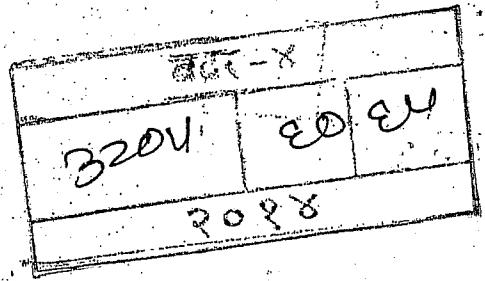


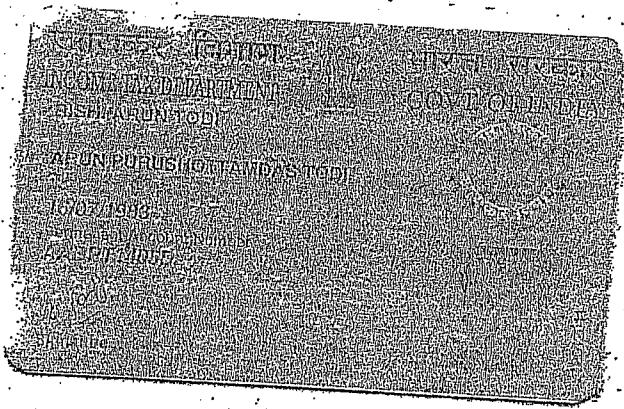
PROPOSED RESIDENTIAL BUILDING "TRIUMHALA RESIDENCES"
AT JARI MARI MANDIR ROAD, OF VILLAGE BANDRA, BANDRA-(W), MUMBAI.

DEVELOPERS
M/S SHRADDA SHELTERS PVT LTD



3200 45 10
2028



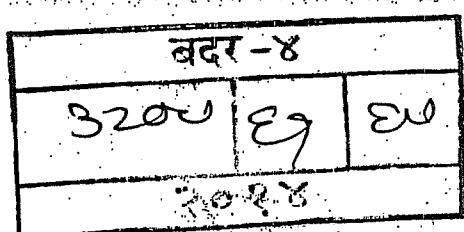
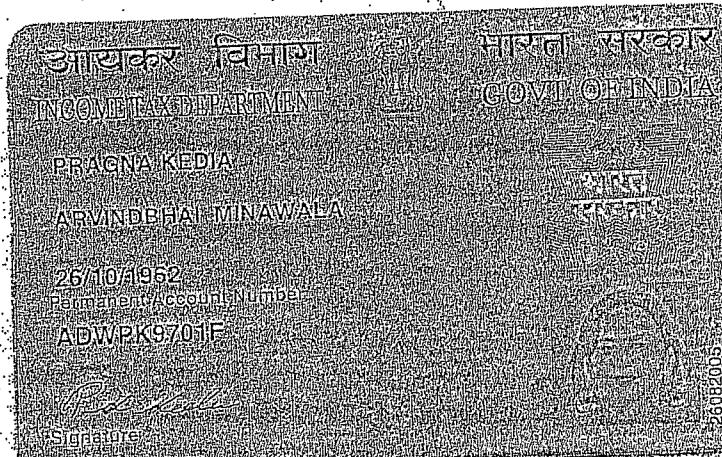


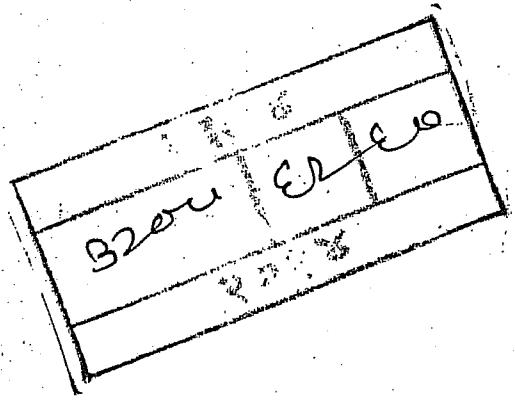
SHRADHA SHELTERS PRIVATE LIMITED
LIMITED

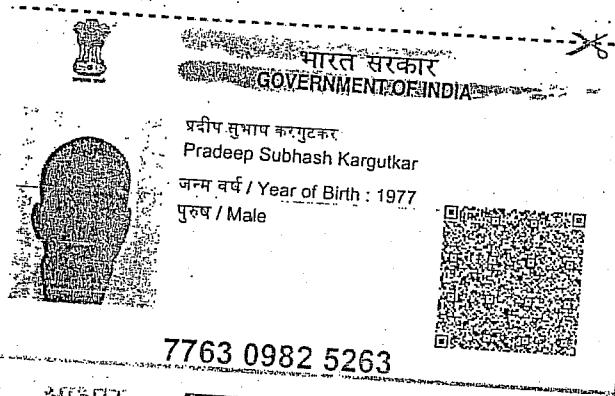
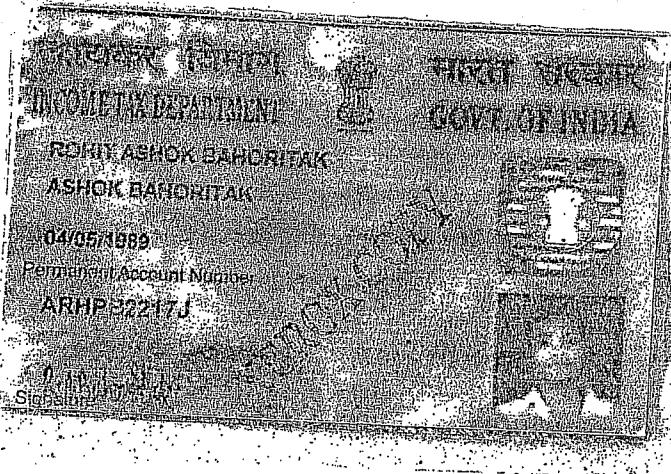
23/06/2014

Permanent Account Number

AATC530001







7763 0982 5263

भारत - सामान्य माणसाचा अधिकार

3204	ES	OK
2028		



मराठा - ४		
३२०८	१८	१८
२०१४		

323/3207

शुक्रवार, 09 मे 2014 4:35 म.न.

दस्त गोषवारा भाग-1

वदर4

दस्त क्रमांक: 3207/2014

दस्त क्रमांक: वदर4 /3207/2014

बाजार मुल्य: रु.
3,84,86,000/-

मोबदला: रु. 4,86,00,000/-

भरलेले मुद्रांक शुल्क: रु.24,30,000/-

वदर-४		
३२०८	६५	६४
२०१४		

द. नि. सह. द. नि. वदर4 यांचे कार्यालयात

पावती: 4209

पावती दिनांक:
09/05/2014

अ. क्र. 3207 वर दि. 09-05-2014

सादरकरणाराचे नाव: प्रग्ना कीर्ती केडिया

रोजी 4:34 म.न. वा. हजर केला.

नोंदणी फी
रु. 30000.00

दस्त हाताळणी फी
रु. 1340.00

पृष्टांची संख्या: 67

रकुण: 31340.00

दस्त हजर करणाऱ्याची सही:



सह. दुर्घाम निबंधक, अंधेरी क्र.-२
सह. दुर्घाम निबंधक, अंधेरी क्र.-२

सह. दुर्घाम निबंधक, अंधेरी क्र.-२,
मुंबई उपनगर इंडिया.

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकच्या हातात किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हातीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्र. 1 07 / 05 / 2014 04 : 14 : 05 PM ची वेळ: (सादरीकरण).

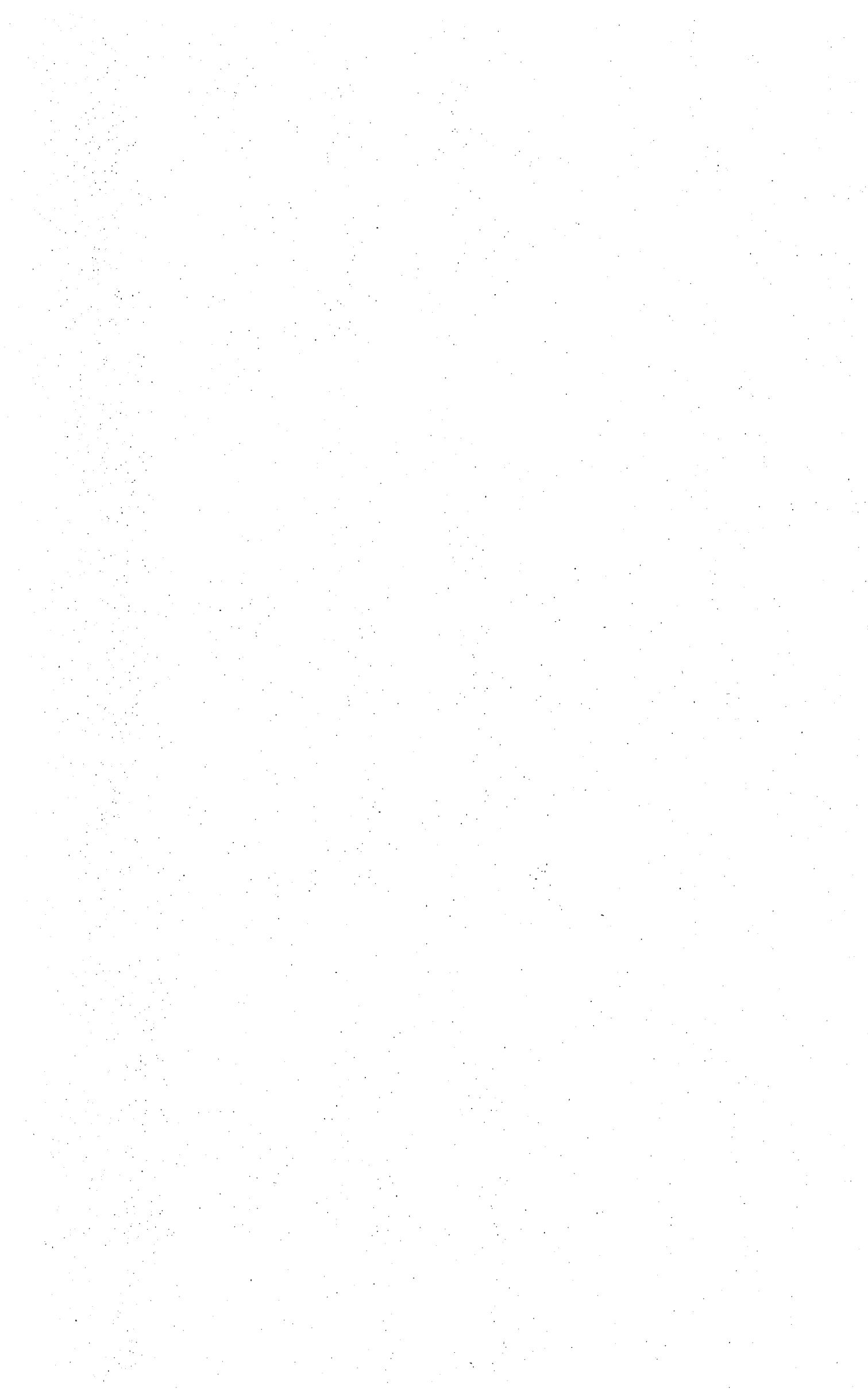
शिक्का क्र. 2 09 / 05 / 2014 04 : 34 : 44 PM ची वेळ: (फी)

प्रतिज्ञापत्र

सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरनुदीनुसारच नोंदणीस दाखल केलेला आहे दस्तातील संपूर्ण मजकूर निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जवाबदार राहील.

X/100
लिहून दणार:

PKK
लिहून दणार





09/05/2014 4 37:49 PM

दस्त गोषवारा भाग-2

वदर4

दस्त क्रमांक:3207/2014

दस्त क्रमांक :वदर4/3207/2014

दस्ताचा प्रकार :करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

- 1 नाव:प्रग्ना कीर्ति केडिया
पत्ता:30/इ, सहावा मजला, विश्वशांति, जुहू
कोळीवाडा, आज्ञाद रोड, जुहू,

MAHARASHTRA, MUMBAI, Non-Government.

पैन नंबर:ADWPK9701F

पक्षकाराचा प्रकार

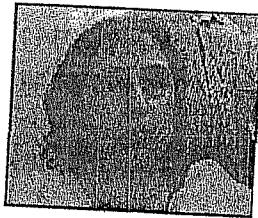
छायाचित्र

अंगठ्याचा ठसा

लिहून देणार

वय :-53

स्वाक्षरी:-

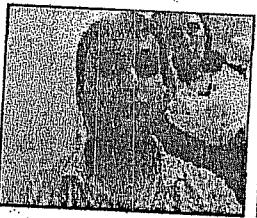


- 2 नाव:श्रद्धा शेल्टर्स प्राइवेट लिमिटेड तर्फ संचालक लिहून देणार
ऋणी तोडी - -

वय :-29

पत्ता:प्लॉट नं: 21, माळा नं: -, इमारतीचे नाव: स्वाक्षरी:-
कॉर्मर्स हाऊस, ब्लॉक नं: फोर्ट, रोड नं: 15
रोपवांक स्ट्रीट, महाराष्ट्र, मुंबई.

पैन नंबर:AALCS3069D

L.Godi

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:09 / 05 / 2014 04 : 35 : 58 PM

ओळख:-

खालील इसम असे निवेदीत करारनामा की ले दस्तऐवज करून देणा-याना व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

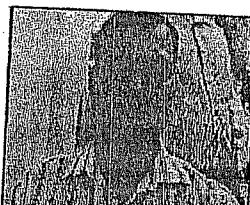
अनु क्र.	पक्षकाराचे नाव व पत्ता	३२०४	६६६६
वय:28			

छायाचित्र

अंगठ्याचा ठसा

- 1 नाव:भद्रीप - करगटकर ३४

वय:28

पत्ता:बी-10, मा आशापूरा सीएचएस, बांद्रा ईस्ट, मुंबई स्वाक्षरी
पिन कोड:400051*Pradeep*

- 2 नाव:रोहित अशेंग बहुमित्यक

वय:26

पत्ता:बी-10, मा आशापूरा सीएचएस, बांद्रा ईस्ट, मुंबई स्वाक्षरी
पिन कोड:400051*Rohit*

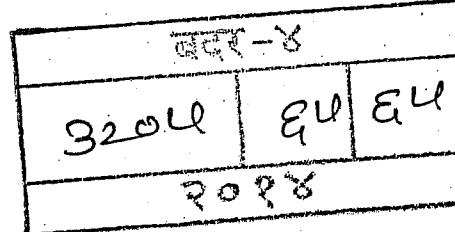
शिक्का क्र.4 ची वेळ:09 / 05 / 2014 04 : 36 : 47 PM

Summary-2(दस्त गोषवारा भाग - २)

शिवका क्र.5 ची वेळ:09 / 05 / 2014 04 : 36 : 58 PM नोंदणी पुस्तक 1 मध्ये

~~सह. दुर्योग निबंधक, अंधेरी क्र.-२,
मुंबई उपनगर जिल्हा.~~

EPayment Details.



sr.	Epayment Number	Defacement Number
1	MH000518423201415E	0000363969201415
2	MH000568111201415E	0000363971201415
3	MH000518276201415E	0000363970201415

3207 / 2014

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प्रमाणित करणेत येते की, वा
दस्तामध्ये एकूण..... E.C. पाने आवेद.
पुस्तक क्र. १/बदर-४/क्रमांक 3204 | २०१४
चर नोंदवा दिनांक: १५/१२/२०१४

सह. दुर्योग निबंधक, अंधेरी क्र.-२,
मुंबई उपनगर जिल्हा.