

to sign and execute such writings and documents as may be required by such institutions.

47. The parties herein agree that in order to enable the Developers to commence, continue and complete the development work of the said properties, as mentioned above, the Developers shall with the aid and authority of the Owners, be entitled to enter upon, the said properties described in the Schedules hereunder written and to commence, continue and complete the development work of the said properties. The parties hereto shall hand over finally and/or ultimately possession to the co-operative society or a corporate body and/or the association of the Flat Purchasers, as the case may be, that would be formed and registered by the Owners and Developers as herein mentioned.

48. The Developers at its own costs will provide the necessary infrastructure and/or the resources [financial, technical and organizational] for the development of the said property, viz. construction and completion and marketing of the said building/s.

49. Upon completion of the entire development work of the said properties in all respects, the Owners shall cause the said First and the Second Original Owners to execute a final Deed of Conveyance in respect of the said property in favour of the co-operative society or a corporate body or the association of flat purchasers, as the case may be, wherein the Owners and the Developers shall join as a Confirming Party.

50. The Developers alone shall be responsible for a period of 3 (three) years from the date of the receipt of the occupation certificate in respect of the said buildings to attend to and rectify defects in construction work as may be pointed out by the Flat Purchasers of such new flats and they will indemnify and hold harmless the said Owners in respect of any claim made on the said owners by such Flat Purchasers.

51. The Developers shall insure and/or cause its contractors to insure all the workmen employed/engaged in construction work of the said buildings under the Workmen Compensation Act and they alone shall be responsible for all the liabilities in respect of the workmen so employed/engaged in the construction work of the said buildings and the Owners shall indemnify and hold harmless the said Owners of, from and against all claims in connection therewith.

52. The Developers shall not assign and/or appoint any sub-contractors and/or enter into joint venture/partnership for the carrying out of the development work granted to them under this Agreement by any person or any other party without previous consent of the Owners.

[Handwritten signature]



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such Agencies and Contractors to carry out construction work and for the said purpose to do all acts and things as may be required.

53. Each of the parties hereto shall be liable to pay and discharge their respective liabilities and debts including their respective income-tax liabilities and each shall indemnify and keep indemnified each other therefrom.

54. All the costs, charges and expenses incidental to the execution of these presents and all other documents to be executed in pursuance hereof including the stamp duty and registration charges payable on the final Deed of Conveyance will be proportionately recovered from the flat purchasers in the development of the said properties.

55. The parties hereto agree that in the event of there being any dispute by and between the parties hereto in respect of interpretation of any of the terms and conditions herein contained as also in respect of any matter arising out of and/or touching these presents, and/or in regard to the carrying out of this Agreement, the same shall be referred to the Sole Arbitrator, if the parties hereto may agree upon one such person, otherwise to the 2(Two) Arbitrators, one to be appointed by the Owners and one to be appointed by the Developers with a liberty to the Arbitrators to appoint an umpire, and the entire arbitration proceedings shall be conducted in pursuance of the provisions of Arbitration and Conciliation Act of 1996, as amended, framed thereunder from time to time. The arbitration proceedings shall always be held in Mumbai.

56. The Developers shall at its own costs construct buildings on the said properties and shall be entitled to entrust the building construction work to such persons as it may think fit and proper and all the payments and expenditure in respect thereof shall be made and provided by the Developers and the Developers shall indemnify and keep indemnified the Owners against all such payments. The Developers shall be responsible for the fulfilment of the observance and performance of such building contract.

57. The parties hereto agree that the name of the said project shall be decided mutually and that the said name shall not be changed under any circumstances by the parties hereto and/or their successors in title, and this clause shall be incorporated in the agreement for sale and the same shall be in favour of the Purchasers of flats, shops, parking spaces and other facilities in the development of the said property.

58. The Courts at Mumbai alone shall have jurisdiction in the matter.

59. The stamp and registration charges shall be paid by the parties hereto.

and

paid

by



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

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of agricultural land situate lying and being at Village Eksar, Taluka Sorveli, in the registration district & sub district of Mumbai city and Mumbai Suburban bearing S.No.115 H.No. 173 C.T.S. No. 931 admeasuring 1123.40 sq.mtrs and S.No.115, H.No.175 C.T.S.No. 935 admeasuring 807.12 sq.mtrs and making an aggregate of 3070.50 sq.mtrs or thereabout.



SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of agricultural land situate lying and being at Village Eksar, Taluka Sorveli, in the registration district & sub district of Mumbai city and Mumbai Suburban bearing S.No.112 H.No.12 C.T.S. No. 915 admeasuring 401.30 sq. mtrs, S.No.118 H.No. 16 C.T.S. No.916, admeasuring 293.70 sq.mtrs, S.No.118 H.No. 14 C.T.S. No. 919 admeasuring 759.10 sq.mtrs, S.No. 115 H.No.9 C.T.S.No.921 admeasuring 999.10 sq.mtrs, S.No. 115 H.No.5 C.T.S. No. 925 admeasuring 1430.80 sq.mtrs, making an aggregate of 3966.00 Sq.Mtrs or thereabout

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SIGNED SEALED AND DELIVERED

by the withinnamed "Owners"
M/S.ASMITA ENTERPRISES
by the hands of its Partners
1. Chakrabarti, Rajendra Chandra
2. Chakrabarti, Mahesh Chandra
in the presence of Yogesh Joshi
2002/0001

M/S.Asmita Enterprises

(Signature)
Partner

SIGNED SEALED AND DELIVERED

by the withinnamed "Developers"
SHUBHJYAN BUILDERS PRIVATE
LIMITED
by the hands of its directors
Chakrabarti, Chandra

Shubhjan Builders Pvt. Ltd

(Signature)
Director

In the presence of *(Signature)* H. Chakrabarti

RECEIVED of and from the within Named
Developers Cheque No. 244847 dated 16-12-2006,
of Rs.5,00,000/- and Cheque No. 244875 dated
29-01-2007 of Rs.15,00,000/- drawn on State Bank
of Bikaner and Jaipur, Borivli (West) Mumbai,
400 092 aggregating to Rs. 20,00,000/- (Rupees)
Twenty Lakhs Only) on or before execution hereof
as withinmentioned



Rs.20,00,000/-

WITNESSES:

1. *(Signature)*
2. *(Signature)*

WE SAY RECEIVED
For ASMITA ENTERPRISES

(Signature)
(PARTNER)
OWNERS

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ANNEXURE - A

(List of amenities, Good Quality fixture and fitting to be provided in the Building)

CONSTRUCTION	The construction work and fixings shall be of A Grade.
DOORS	Main door will be paneled/flush door finished with decorative laminate or polished or painted and provided with fitting such as sidrop, safety chain, mystical bell, latch and peephole. The internal doors will be fitted with mortise lock.
WINDOWS	All windows will be of heavy section Aluminum sliding either powder coated or anodized.
FLOORING	Full Granite tile/ Porcelain tile/ Good Quality Marble flooring in the flat.
BATHROOM	Bathrooms will be provided with full height tiles with border, wall rubber for hot and cold water, geyser and wash basin.
KITCHEN	Parallel or L-Shaped Granite Kitchen platform with coloured, painted tiles upto 4' height and with stainless steel sink.
FITTINGS	Good continental C.P. fittings
ELECTRICITY	Concealed copper wiring
PLUMBING	Concealed Plumbing

General: Cable T.V. Connection, Telephone Lines, A.C. points and Internet

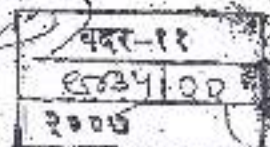
Connection will be provided in hall and bedrooms.

Intercom Connectivity among all apartment flats and to security office of the building.

Closed circuit security will be provided to all the flats and security office.

P.O.P or equivalent finish on walls with good quality water paint and decorative laminate.

Well or lighted stair with beautiful entrance lobby and Otis or equivalent Lift.



Office of the
Chief Engineer (Development
Plan)
Municipal Road Office,
4th Floor, Extra Building,
Mahapalika Marg, Fort,
Mumbai - 400 001.

Shanderi
Floor, Shenda aptt.
Ajanta Talkies
Wall (west) Mumbai

Development Plan remarks for the land bearing CTS No. 913, 914, 916, 917, 918,
919, 920, 921, 922, 924, 925, 926, 927, 928, 931, 932, 933, 934, 935, 936, 937 of Village
Ekhar.

Ref: Your Application o/no. 1592 dated 18/01/06 and payment of certifying charges
made under Receipt no. 328507 dated 30/01/06

Development Plan Remarks for the land shown bounded fluorescent green on the
accompanying plan are as under :-

Description of the Land: C.T.S. Numbers 913, 914, 916, 917, 918, 919, 920, 921, 922, 924, 925, 926,
927, 928, 931, 932, 933, 934, 935, 936 & 937 of Village Ekhar.

Mentioned Revised Development Plan referred to: Ward R

Observations affecting the land (as shown on plan) : HOUSING FOR DISADVANTAGED & SCHEMATIC (both a kind of land reservation)

Observations affecting the land (as shown on plan) : NIL

Observations affecting the land (as shown on plan) : NIL

Observations affecting the land (as shown on plan) : NIL

Observations affecting the land (as shown on plan) : 9.14m x 12.10m (area)

Existence of existing roads, if any, affecting the land: Yes. To be confirmed

Use (as shown on plan): RESIDENTIAL

Remarks from other Departments/Offices:

Observation: The Alignment of the proposed roads, the boundaries of the
sections, are subject to the actual demonstration on site by the survey staff
with the representative of A.E. Survey (MS).

Land under reference forms the part of CTS No. 4 if it is situated in the
development, then the development thereof will have to be in accordance with the
conditions of the approved layout/ sub division/ approval of which will
be obtained from Dy.Ch.G. (C.P.) (W.S.).

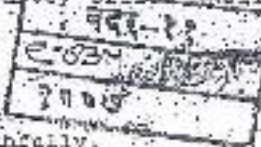
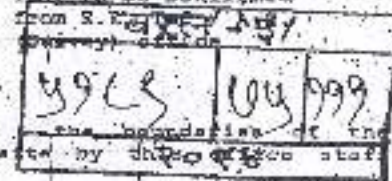
Remarks are offered only from the existing state of view without reference to
and without carrying out actual site investigation and verification of
boundaries of the structures if any on the land under reference, state of the existing
if any, shall be confirmed from the concerned Ward Office.

Boundaries shown in the accompanying plan are subject to the available records with
office. However the boundaries shown in the plan of the survey staff shall
be those shown in the D. P. Remarks Plan.

as-1 plan

Yours Faithfully,

Assistant Engineer,
Development Plan
(B-NORTH Ward)





ASHOK GANDHI
CONSULTANTS PVT. LTD.

ARCHITECTS & VALUERS

1, SAKRUPAPARTMENTS, CHANDRO R.
OFF. ST. ANNE'S SCHOOL, L. Y. ROAD
BORIVALI (WEST), MUMBAI. 400 092.
MO: 2641 3688 FAX: 2682 5210 (R): 2676 3287
E-MAIL: csnkgandhi2008@yahoo.co.in

Date: 14/03/2007

CERTIFICATE

Sub: Property bearing C.T.S.No.913,915,919,921,925,931,935 at
Eksar village, L.C.Colony, Sionvili (West), Mumbai.

This is to certify that the total area as per C.T.S. record is 7495.50 Sq.Mts. for property bearing C.T.S.No. 912,916,919,921,925,931,935 at Exsar Village Bortolavayasi. The dry surveying areas are as under:-

S. R. N. O.	C.T.S. NO.	R.ZONE	13.40 M. D.P.R.O.	\$4.15 D.P.R.O.	MAP	H.D.	Total
1	944	353.10	3.97	-	-	-	403.30
2	945	353.10	3.97	-	-	-	393.70
3	946	353.10	3.97	-	-	-	739.10
4	947	353.10	3.97	-	-	-	999.10
5	948	353.10	3.97	-	-	56.25	1430.80
6	949	353.10	3.97	387.45	246.25	-	3123.40
7	950	353.10	3.97	-	-	-	807.10
			2125.48	387.45	246.25	56.25	7856.50
			Sq. Mts.	Sq. Mts.	Sq. Mts.	Sq. Mts.	Sq. Mts.

The above property is developed by M/S. ASMITA ENTERPRISES

ASHOK GANDHI

U. P. Kozlov, A. L. Kuznetsov

Shree Narayana Co., APPRUYED Valuer

2019-2020 H&S 34 & D at Health Tax Act.

*S4 (11)-131 (1964) 42-43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 86

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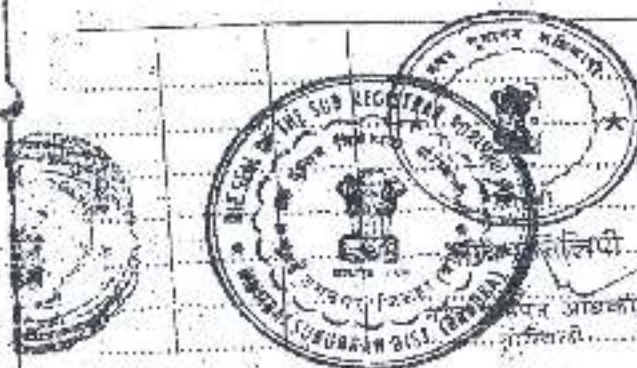
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