



Wednesday, August 03, 2011

12:56:22 PM

*Original*

नोंदणी 39 म.

Regn. 39 M-

## पावती

पावती क्र. : 7202

गावाचे नाव विलेपार्ल

दस्तऐवजाचा अनुक्रमांक

दस्ता ऐवजाचा प्रकार

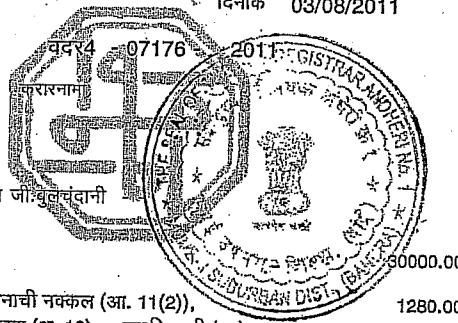
सादर करणाराचे नाव: हरिष जोशुलवंदानी

नोंदणी फी

नवकल (अ. 11(1)), पृष्ठांकनाची नवकल (आ. 11(2)),

सजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (64)

रुपूण रु. 31280.00



आपणास हा दस्त अंदाजे 1:11PM ह्या वेळेस मिळेल

*lwp*  
दुर्योग निवधक

क्र. दुर्योग निवधक अधिकारी

बाजार मुऱ्या: 32583000 रु. मोबदला: 31500000 रु. बुद्धी चपचगर मिळाला  
भरलेले मुद्रांक शुल्क: 1611800 रु.

देयकाचा प्रकार: डीडी/धनाकर्षहासी;

वैकेचे नाव व पत्ता: एस बी ओ एम;

डीडी/धनाकर्ष क्रमांक: 134885; रक्कम: 30000 रु.; दिनांक: 28/06/2011 खंड-१

440	99
2012	

## मूल्यांकन प

बद्र ०७१०६/२०११

जिल्हा-

पश्चिम मुळ्य विभाग

उपमुळ्य विभाग

मिळकतीचा क्रमांक

नागरी सेवाचे नाव

मिळकतीचे घट

2011

मुंबई(उपनगर)

- 37-विसेपार्ट परिवहन (अंधेरी)

- 37/190-भुआग: उत्तरेस गावाची हड्डी पुर्वेस स्वामी विवेकानन्द रोड, दक्षिणस वैकुंठलाल मेहता आर्य व पांडिजेस गावाची हड्डी.

सि.टी.एस. नंबर - 313

मुंबई(उपनगर)

बांधीच

दिनांक 03/08/2011

वाजार मुळ्य दर तक्त्यानुसार  
प्रति चौ. मीटर घनमत्ता

घुनी जमीन	निवासी सदानिका	कार्यालय	दुकाने	वौद्योगिक
87,300	145,500	178,200	218,300	145,500

मिळकतीचे क्षेत्र	218.36	चौरस मीटर	वांधकामाचे वर्गीकरण	1-आर सी सी
गिळकतीचा वापर	निवासी सदानिका		उदायाहन संधिशा	REGISTRATION OF THE SUB-REGISTRATION AND VALUATION ACT, 1952
मिळकतीचे घट	0 TO 2	(Rule 5)	वर्जला	प्रति चौ. मीटर मुळ्यदर

$$\begin{aligned}
 &= \text{घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुळ्यदर} * \text{घसा ट्यकेवारी} \\
 &= 145,500.00 * 100.00 / 100 \\
 &= 145,500.00
 \end{aligned}$$



A) मुळ्य मिळकतीचे मुळ्य

$$\begin{aligned}
 &= \text{घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुळ्यदर} * \text{मिळकतीचे क्षेत्र} \\
 &= 145,500.00 * 218.36 \\
 &= 31,771,380.00
 \end{aligned}$$

(Rule 17(1))

B) वंदिस्त याहन तळाचे तोऱ

= 22.30 चौरस मीटर

बद्र-४/

वंदिस्त याहन तळाचे भूम्य

= 22.30 \* (25.00 / 100) \* 145,500.00

०७१०६/१९  
३०११

एकांकित अंतिम मुळ्य

$$\begin{aligned}
 &= \text{मुळ्य मिळकतीचे मुळ्य} + \text{तळाचे मुळ्य} + \text{वेढताज्ञाचे मुळ्य} + \text{सुल्या जागीवंदन याहन तळाचे मुळ्य} \\
 &+ \text{वंदिस्त याहन तळाचे मुळ्य} + \text{लगतेच्या याच्याचे मुळ्य} + \text{वरील गच्छाचे मुळ्य} + \text{वृद्धी भागाचे मुळ्य} \\
 &= A + B + C + D + E + F + G + H \\
 &= 31,771,380.00 + 0.00 + 0.00 + 0.00 \\
 &+ 811,162.50 + 0.00 + 0.00 + 0.00 \\
 &= 32,582,543.00
 \end{aligned}$$

बद्र-१  
५५० ०२  
३०२२

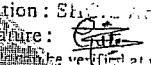
AV = 31,50,000/-

१५०११



INDIA NON JUDICIAL  
Government of Maharashtra

e-Stamp

Issued by : Bhakti Gite  
Stock Holding Corporation of India Ltd.  
Location : Mumbai, Maharashtra  
Signature :   
This stamp can be verified at [www.shcilestamp.com](http://www.shcilestamp.com)

Certificate No.

: IN-MH03409088799591J

Certificate Issued Date

: 04-JUL-2011 10:04:59 PM

Account Reference

: SHCIL/EM/mhshol01/ANDHERI/MHMSU

Unique Doc. Reference

: SUBIN/MMMHSCHL0103649068262900J

Purchased by

: Harish G Burchandani

Description of Document

: Article 25(b) of the Conveyance

Property Description

: Flat No 201 Rustomjee Ciroc, City survey No 313, Vile Parle W

Consideration Price (Rs.)

: 3,15,00,000

(Three Crore Fifteen lakh only)

First Party

: Keystone Realtors Pvt Ltd

Second Party

: Harish G Burchandani

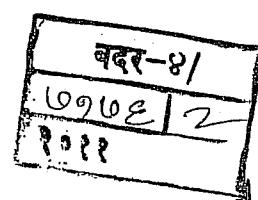
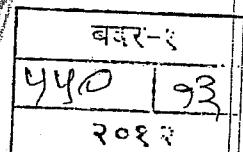
Stamp Duty Paid By

: Harish G Burchandani

Stamp Duty Amount(Rs.)

: 16,11,800

(Sixteen Lakh Eleven Thousand Eight Hundred only)



Please write your signature below this line

*Narant G* *✓* *Harish G*

Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site [www.shcilestamp.com](http://www.shcilestamp.com)

## SHCIL-MAHARASHTRA

SHCIL, 301, CENTER POINT, DR. B. AMBEDKAR ROAD, PAREL, MUMBAI, MUMBAI, Maharashtra, INDIA, PIN CODE - 400012

Tel : 022-61778151  
E-mail :

### Mode of Receipt

Account Id : mhshcilo1

Receipt Id.: RECIN-MHMHSCHILO103248848459413

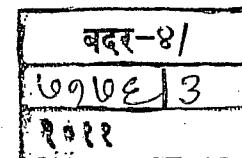
Account Name : SHCIL-MAHARASHTRA

Receipt Date : 04-JUL-2011

Received From : Harish G Bulchandani	Pay To :
Instrument Type : PAYORDER	Instrument Date : 02-JUL-2011
Instrument Number : 13593637	Instrument Amount : 1611800 ( Sixteen Lakh Eleven Thousand Eight Hundred only )

#### Drawn Bank Details

Bank Name : State Bank of Mysore	Branch Name : Dalal Street
Out of Pocket Expenses : 0.0 ( )	बद्र-४ २०१२

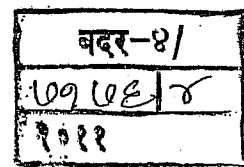
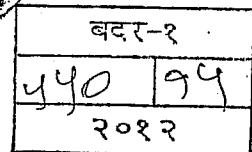
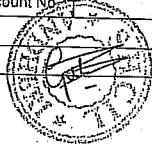


## SHCIL E-Stamping

## Receipt

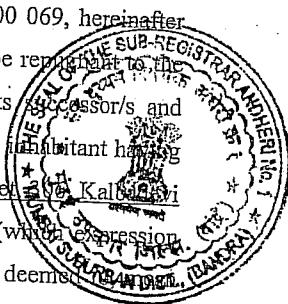
(To be filled in by the client)

Stamp Duty Purchased By	HARISH BULCHANDANI		Stamp Duty Paid by	<input type="checkbox"/> 1st Party <input checked="" type="checkbox"/> 2nd Party
Stamp Duty Amount	Rs. 16,111.800/-	Type of Payment	<input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> DD <input checked="" type="checkbox"/> Pay-Order <input type="checkbox"/> NEFT <input type="checkbox"/> RTGS <input type="checkbox"/> Account to Account Transfer	
Cheque/ DD/ PO/ UTR/ REF/Account No.			Date:	/ /20
Bank Name			Branch Name	
Counter Signature with Seal				



## AGREEMENT FOR SALE

This Agreement is made at Mumbai on this 05<sup>th</sup> day of July 2011  
 BETWEEN KEYSTONE REALTORS PVT.LTD., a company, registered under  
 the Companies Act, 1956 and having its registered office at 702, Natraj, M. V. Road  
 Junction, Western Express Highway, Andheri (East), Mumbai 400 069, hereinafter  
 referred to as "the Transferor" (which expression shall unless it be repugnant to the  
 context or meaning thereof be deemed to mean and include its successor/s and  
 assigns) of the One Part AND Mr. Harish G. Bulchandani, Indian inhabitant having  
 their address for the purpose of these presents as 513, Kakad Market, B.V.C. Kalbadevi  
Road, Mumbai - 400 002, hereinafter called "the Transferee/s" (which expression  
 shall unless it be repugnant to the context or meaning thereof be deemed to mean  
 and include, his or her heirs, executors and permitted assigns) of the Other Part :



सहर कलाकार्य अकादमी आणि ट्रु. नं. १६,७७८०/-  
 मधील नं. १६,७७८००/- या एकमेची सुविधा कुठले अनुदान  
 प्राप्तीची अन्वय वजावत देण्यात दिली त. षट्ठो ४४०/९२ दि.  
 ०५/०७/११ ता खाले कराऱनाऱ्यातील सदीची निकालांकुडी  
 अंतिम घटकारणी उवळल्या आव मुनिविही करीत असलेल्या या  
 दलावर हेव्यात आणि आठुन ती समायाजी/प्राची आहे  
 दि. ०५/०७/११

सह. दुर्योग निवापक अंदेरी-४  
 निवापक अंदेरी

**WHEREAS:**

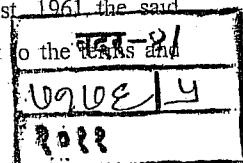
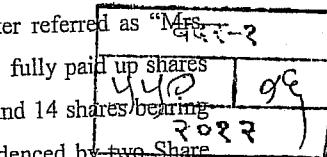
a) One "The Hatkesh Co-operative Housing Society LTD.", (hereinafter referred to as "Hatkesh Society") is a Society registered under the Bombay Co-operative Societies Act, 1925 having its registered office at JVPD Scheme, Vile Parle (West), Mumbai: 400 056, and is the owner of the Transferor's interest in the Property described in the Schedule hereunder written (hereinafter referred to as "the said Property").

b) One Smt. Gunvantiben Gordhandas Kapadia (hereinafter referred as "Mrs. Kapadia") was a member of the said Society holding 11 fully paid up shares bearing No. 32 to 42 (both inclusive) of Rs. 50/- each and 14 shares bearing No. 799 to 842 (both inclusive) of Rs. 50 each, as evidenced by two Share Certificate both No. 4 of the said Society. For, the sake of convenience the name of Rajesh Kapadia, and Hema Kapadia were added along with Mrs. Kapadia in the said share certificates & the said society had transferred the said share in the name of Mrs. Kapadia, Shri Rajesh Kapadia and Hema Kapadia for the sake of convenience only and Shri Rajesh Kapadia and Hema Kapadia had no beneficial rights of any nature in the said shares in the said property.

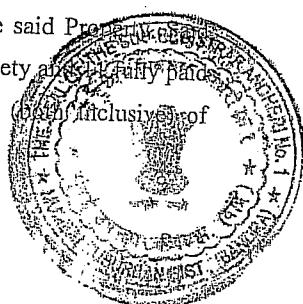
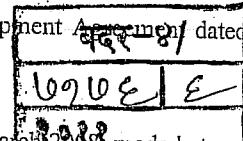
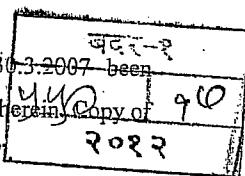
c) By an Indenture of Lease dated 19<sup>th</sup> August, 1972 executed and between the Hatkesh Society therein called "the Lessor" of the One Part and Mrs. Kapadia, therein called "the Lessee" of the Other Part and duly registered with the Sub-Registrar of Assurances at Bandra under Sr. No. P-830/72 in volume No. 199 at Page 142-148, the said Society demised unto Mrs. Kapadia by way of lease in perpetuity from 27<sup>th</sup> August 1961 the said Property at the yearly rent of Re. 1/- and on and subject to the terms and conditions mentioned therein;

d) Mrs. Kapadia had at her cost constructed in or about the year 1964-65, a building of ground floor and two upper floors and two garages on the said plot of land and had let out the premises to various tenants except one flat on the ground floor was in her possession (hereinafter referred to as "the Building").

+ *V. A. Kapadia*



- e) By a Development agreement dated 28<sup>th</sup> August, 2003 and executed inter alia between Mrs. Kapadia and Rustomjee Developments Pvt. Ltd duly (**said Company**) registered within the office of the Sub. Registrar of Assurance at Bandra under Sr. No. BDR- 1/6057 of 2003 in Book No. 1, Mrs. Kapadia granted Development Rights in respect of the said Property to Rustomjee Developments Pvt. Ltd. on the terms and conditions therein mentioned.
- f) The said Company has settled with the said tenants and has obtained vacant and peaceful possession of their respective tenanted premises and thereafter demolished the Existing Building.
- g) The said Company has vide High Court Order dated 30.3.2007 been amalgamated into Keystone Realtors Pvt. Ltd., the Transferor Hereto, Copy of the said Order is annexed hereto and marked as Annexure "A".
- h) The said Development Agreement dated 28<sup>th</sup> August 2003 specifically provided that when ever called upon by the Transferor, Mrs. Kapadia (as the person holding the legal title to the said leasehold property) was to assign such legal title to the Transferor or a person nominated directed by the Transferor.
- i) The Transferor nominated Mr. Chandresh D. Mehta one of the Directors of the Transferor (hereinafter referred to as 'the said Member') as the Assignee and directed Mrs. Kapadia as per the said Development Agreement to assign to said Member the legal title to the said Property subject to the rights of the Transferor under the said Development Agreement dated 28<sup>th</sup> August 2003.
- j) By and under Deed of Assignment dated 17<sup>th</sup> March 2008, made between (a) Mrs. Kapadia (therein referred to as "the Assignor (b) The Transferor (therein referred to as "the Confirming Party") and (c) said Member (therein referred to as "the Nominee Assignee") and registered in the office of the Sub-Registrar of Assurances at Mumbai under serial no. BDR 1- 02934-2008, the Assignor on the terms and conditions therein stipulated assigned unto the said Member all her leasehold right, title and interest in the said Property. The Member was duly admitted as a member of Hatkesh society and fully paid up shares of Hatkesh society, bearing Nos. 32 to 42 (both inclusive) of



Rs.50/- each and 14 shares bearing No. 799 to 842 (both inclusive) of Rs. 50 each, as evidenced were duly transferred by Hatkesh Society in the name of the said Member and the said two Share Certificates both bearing No. 4 of Hatkesh Society were duly endorsed in the name of said Member. It is agreed and understood that said Member is only nominee of the Transferor and is taking all steps and permissions under the said Assignment Deed for and on behalf of the Transferor.

- k) The Transferor have accordingly commenced construction of building/s called "Rustomjee Ciroc", on the said Property.

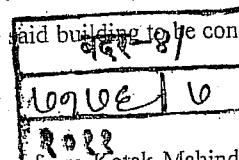
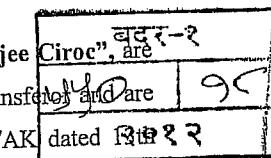
- l) Plans of the said building/s to be always known as "Rustomjee Ciroc", are prepared by M/s. Kinner Architect, the Architects of the Transferor and are approved and sanctioned under I.O.D. No.EB/CE/8716/WS/AK dated ३१.१२.२००६ and Commencement Certificate No.CE/8716//WS/AK dated 31st March 2008 by the Municipal Corporation of Greater Mumbai and the Commencement Certificate of the remaining floors is annexed hereto. The copies of the IOD and CC are hereto and marked as Annexure "B" and Annexure "C" respectively;

- m) A copy of the Certificate of Title dated 15.07.2006 in respect of the said Property issued by Pravin Mehta and Mithi & Co. Advocates and Solicitors, for the Transferor which is, annexed hereto and marked as Annexure "D";

- n) In these circumstances, the Transferor is entitled to develop the said Property and construct the said building/s known as "Rustomjee Ciroc", and sell and/or otherwise deal with and dispose of Flats, terraces, open spaces/gardens, parking spaces, garages in the said building to be constructed on the said Property;

- o) The Transferor have availed of credit facilities from Kotak Mahindra Bank Ltd. against security/mortgage of the said property as recorded under a Deed of Mortgage dated 20<sup>th</sup> March, 2009 registered at the office of the Registrar of Assurances at Mumbai under Sr. No. BDR-1/2463/2009

+ Atto/



- p) The Transferor have repaid entire loan amount and Kotak Mahindra Bank Limited issued "No Dues Certificate" dated 04/01/2010 and released their charge over the said Property.
- q) Thereafter the Transferor have availed of credit facilities from ICICI Home Finance Company Limited against security/mortgage of the said property as recorded under a Deed of Mortgage dated 3<sup>rd</sup> March, 2010 registered at the office of the Sub-Registrar of Assurances at Mumbai under Sr. No. BDR4-02043-2010.
- r) The Transferee/s has approached the Transferor to allot him/her/them Flat bearing No. 201 admeasuring 181.97 sq. mtrs. equivalent to 1958.00 sq. ft. (carpet area, which is inclusive of the area of balconies and gratuitous areas of AHU, BMS where applicable) on 2<sup>nd</sup> floor in the building to be always known as "Rustomjee Ciroc", as shown on the enclosed plan along with Basement Level parking space No. 7, 7A.
- बद्र-३  
४५०९८  
१०१२
- s) The Transferor has informed the Transferee/s and the Transferee/s is aware that the Transferor is desirous of constructing a building consisting of stilt + 10 upper floors or more to be known as "Rustomjee Ciroc" and have reserved to itself the right to amend from time to time the layout of the said Property and provide for construction of one or more floor than those at present envisaged and to amend the building plans and/or construct additional floors in the said building in which the Transferee/s is purchasing the same/sat.
- t) The Transferee/s has demanded from the Transferor that the Transferor have given inspection to the Transferee/s of all the documents relating to the said Property and the layout plans and Building plans, designs and specifications prepared by the Transferor's Architects and of other documents and the Transferor have supplied to the Transferee/s copies of such of the documents as demanded by the Transferee/s. The Transferee/s has seen the building plan in respect to the said building as at present envisaged and approved by the Corporation;
- बद्र-४  
१०१०८८
- u) The Transferor are entering into separate Agreements (in form similar to this Agreement) with several other persons and parties who
- + पर्सनल  
THE SUB-REGISTRAR AND NOTARY PUBLIC  
MUMBAI  
SURAT DIST. GUJARAT

purchase the flat on the same terms and conditions herein contained except and subject to such modification as may be necessary or considered desirable or proper by the Transferor with a view that the Transferee/s of various premises in the said building to be always known as "Rustomjee Ciroc".

- v) It has been agreed by and between the parties that if one or more such premises are not sold, taken or acquired by any persons other than the Transferor at the time when the said buildings are ready for occupation, the Transferor will be deemed to be the Allotees thereof and shall be entitled to deal with and dispose of the same until such time as the said Premises are agreed to be sold by the Transferor to any other person or persons or party वार-२ they may deem fit;

४०	२०
२०१२	

- w) The Transferee/s has with full knowledge of all the terms and conditions and covenants contained in the papers, plans, orders, schemes and documents referred to herein above has agreed to purchase and acquire from the Transferor the said flat bearing No. 201 on 2<sup>nd</sup> floor admeasuring 181.97 sq. mtrs. equivalent to 1958.00 sq. ft. (carpet area, which is inclusive of the area of balconies and gratuitous areas of AHU, BMS where applicable) in the building to be always known as "Rustomjee Ciroc", along with Basement Level parking space No. 7, 7A as shown on the enclosed plan for the sake of brevity and convenience (hereinafter collectively referred to as the said Premises) at the lump sum price and upon and subject to the terms and conditions and covenant herein contained;

- x) The Transferee/s has entered into the present Agreement and agreed to acquire the said Premises knowing fully well that the Transferor may require to amend, from time to time, the layout, plans and design and the Transferee/s has no objection to the Transferor making such amendments.

५८-४	e
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#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The recitals contained above form an integral and operative part of this Agreement as if the same were set out and incorporated herein verbatim.

+ *Rahul*



2. The Transferor are constructing the proposed building to be always known as "Rustomjee Ciroc", on the said Property and the plans of the said building are sanctioned as recited above. The Transferee/s confirm that he/she/they have inspected the said sanctioned plans I.O.D. and Commencement Certificate and the permission granted under Urban Land (Ceiling and Regulation) Act, 1976 prior hereto;

3. Subject to the terms and conditions herein contained, the Transferor have agreed to sell and the Transferee/s has/have agreed to purchase flats bearing No. 201 on 2<sup>nd</sup> floor admeasuring 181.97 sq. mtrs. equivalent to 1958.00 sq.

ft. (carpet area, which is inclusive of the area of balconies and gratuious areas of AHU, BMS where applicable) in the building to be always known as "Rustomjee Ciroc", along with Basement Level No. 7, 7A of the said

building as shown on the enclosed plan for the lumpsum price of Rs. 3,15,00,000/- (Rupees Three Crores Fifteen Lakhs only) which shall be paid

by the Transferee/s to the Transferor in the following manner:-

(1) Rs. 20,00,000/- on or before the execution of this Agreement as earnest money deposit;

(2) Rs. \_\_\_\_\_ on completion of the plinth of the said building;

(3) Rs. \_\_\_\_\_ on or before casting of 1<sup>st</sup> slab of the said building;

(4) Rs. \_\_\_\_\_ on or before casting of 2<sup>nd</sup> slab of the said building;

(5) Rs. \_\_\_\_\_ on or before casting of 3<sup>rd</sup> slab of the said building;

(6) Rs. 1,60,000/- on or before casting of 4<sup>th</sup> slab of the said building;

(7) Rs. 18,90,000/- on or before casting of 5<sup>th</sup> slab of the said building;

(8) Rs. 18,90,000/- on or before casting of 6<sup>th</sup> slab of the said building;

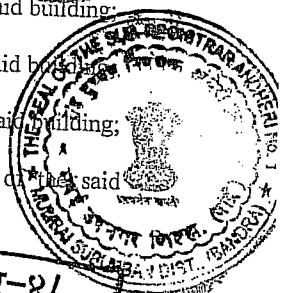
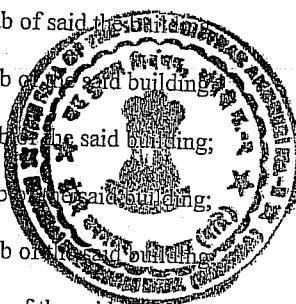
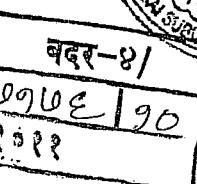
(9) Rs. 12,60,000/- on or before casting of 7<sup>th</sup> slab of the said building;

(10) Rs. 12,60,000/- on or before casting of 8<sup>th</sup> slab of the said building;

(11) Rs. 12,60,000/- on or before casting of 9<sup>th</sup> slab of the said building;

(12) Rs. 12,60,000/- on or before casting of 10<sup>th</sup> slab of the said building;

(13) Rs. 12,60,000/- on or before casting of the top slab of the said building;



(14) Rs. 12,60,000/- on completion of the building and before or  
immediately on offering of possession of the said premises;

All above payments shall be made by the Transferee/s to the Transferor in the name of KEYSTONE REALTORS PVT. LTD., A/C

4. The Transferee/s shall pay the amounts as aforesaid on the due dates without fail and without any delay or default. Time for payment of the aforesaid installments is the essence of the contract. The Transferor will forward to the Transferee/s by ordinary post intimation of the Transferor having carried out the aforesaid work at the address given by the Transferee/s under this Agreement and the Transferee/s will be bound to pay the amount of installments within eight days of Transferor dispatching such intimation under certificate of Posting/Courier at the address of the Transferee/s as given in these presents. The Transferor will keep certificates of their Architects certifying that the Transferor have carried out given items of work and such certificate will be open for inspection by the Transferee/s at the office of the Transferor and such certificate shall be valid and binding upon the Transferee/s and the Transferee/s agree/s not to dispute the same;

5. The consideration amount of the said Premises has been agreed to by and between the parties hereto on the basis of the present cost of the building materials, services and labor charges as on 17.07.2007. The Transferee/s hereby expressly agrees that in the event of the cost of building material and/or services and/or liaison charges hereafter increases by more than 10% from the present rates, the Transferee/s shall pay to the Transferor further amount of the Transferee/s price equal to the increased cost building material and/or labor charges above 10% from the present rates as may be certified by the Transferor/Architects and such escalated price shall be paid by the Transferee/s to the Transferor divided equally along with the unpaid balance of the installments of the consideration amount payable as aforesaid. The expression "consideration amount" or "purchase price" or "balance" or "purchase price" or "all the amounts" or "final dues" wherever appearing in these presents shall deem to include such escalated price if any amount the Transferee/s pays to the Transferor the entire consideration amount inclusive.

of escalated price if any together with any other payments and deposits, the Transferee/s shall not be entitled to the possession of the said Premises.

6. The Transferee/s shall be entitled to the limited common area and facilities along with the said Premises and the extent, nature and description of such limited common areas and facilities which the Transferee/s will become entitled to enjoy in the Limited Common area and facilities appurtenant to the said Premises agreed to be allotted is hereunder written;

7. The said Premises shall be handed over as a "bare shell" and the Transferees confirm that the Transferor shall not be liable to provide any specifications, fixtures, fittings and amenities in the said Premises.

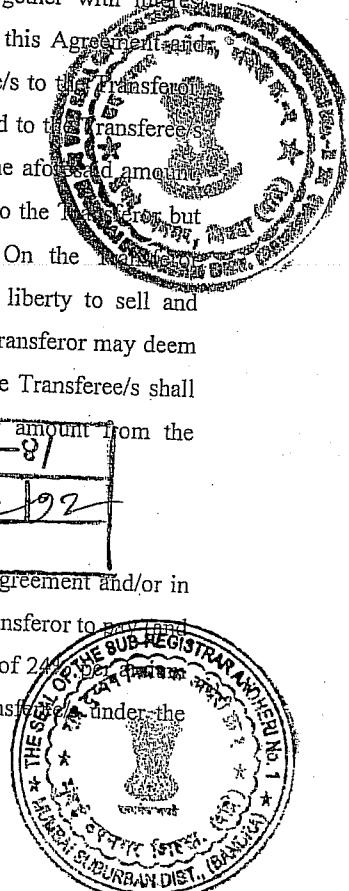
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8. Time for the payment of the purchase price is the essence of the contract. If the Transferee/s commits default in payment of any of the installments mentioned in Clause 3 aforesaid and if the default continues inspite notice in writing sent by the Transferor to the Transferee/s requiring Transferee/s to pay to the Transferor the outstanding installments together with interest thereon, the Transferor shall be at liberty to terminate this Agreement and forfeit the earnest money/deposit paid by the Transferee/s to the Transferor. The Transferor shall however on such termination refund to the Transferee/s the balance of part payment if any, after forfeiture of the aforesaid amount which may have till then been paid by the Transferee/s to the Transferor but without any interest or compensation or otherwise. On the terminating this Agreement the Transferor shall be at liberty to sell and dispose of the said Premises to any other person as the Transferor may deem fit at such price as the Transferor may determine and the Transferee/s shall not be entitled to question such sale or to claim any amount from the Transferor;

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9. Without prejudice to Transferor other rights under this Agreement and/or in law the Transferee/s shall be liable, at the option of the Transferor to pay (and hereby agree to pay) to the Transferor interest at the rate of 24% per annum on all amounts that may be due and payable by the Transferee/s under the

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Agreement, if any such amount remains unpaid for seven days or more after becoming due;

10. The Transferee/s confirms that the Transferor will be entitled to utilize any F.S.I. and/or TDR and/or any other benefits which may be available on the said Property or any part thereof or any other Property or Properties as the case may be and until the entire F.S.I. and/or TDR and/or all other benefits available on the said Property or any other property/properties is duly utilized by the Transferor.

11. It is expressly agreed that the right of the Transferee/s under this Agreement is restricted to the said Premises agreed to be acquired by the Transferee/s only and all the other premises and portion or portions of the said Property shall forever be the sole property of the Transferor, and the Transferor shall be entitled to develop, use, possess, occupy, enjoy and/or deal with and dispose off the same in the manner deemed fit by them without any reference, interference, recourse, consent or concurrence etc. from the Transferee/s in any manner whatsoever. The Transferee/s hereby confirms and consents to the irrevocable right of the Transferor to construct the buildings known as "Rustomjee Ciroc", on the said Property in the manner deemed fit by the Transferor without any further or other consent or concurrence in future.

12. It is agreed that the Transferor shall always be entitled to construct one or more additional floors even after completion of the said building on the said Property either on account of additional or increased F.S.I. or Development Rights that may be available from the said property, or elsewhere and/or on account of the amendment in the Development Control Regulation, Laws or otherwise.

13. The Transferee/s has made inquiries, investigated and is aware of the title and rights of the Transferor/Owner to the said Property. The Transferee/s has agreed to acquire the said Premises after thorough enquiries and investigation and after being fully aware of the rights and title of the Transferor/Owner to the said Property. The Transferee/s has inspected the original title certificate dated 15.07.2008, issued by M/s. Pravin Mehta & Mithi & Co. Advocates &

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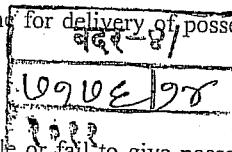
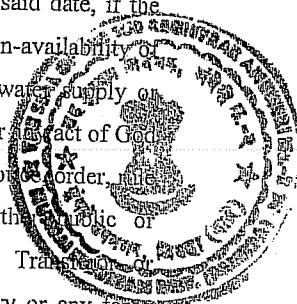
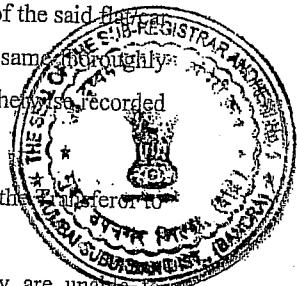
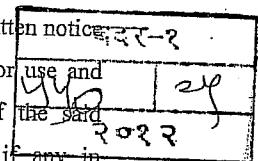
Solicitors. The Transferee/s hereby undertakes not to raise any objection and/or requisitions to the right and title of the Transferor/Owner to the said Property.

14. Possession of the said Premises shall be delivered by the Transferor to the Transferee/s after the said Premises are ready for use and occupation PROVIDED all the amount due and payable by the Transferee/s under this Agreement are paid to the Transferor. The Transferee/s shall take possession of the said Premises within seven days of the Transferor giving written notice to the Transferee/s intimating that the said Premises are ready for use and occupation. The Transferee/s shall before taking possession of the said premises, inspect the same thoroughly and point out defects if any in construction and will take possession only after rectification thereof if any required. In the event of the Transferee/s taking possession of the said parking space, he should be deemed to have inspected the same thoroughly and found the same without defect in construction unless otherwise recorded in writing;

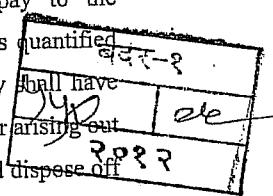
15. + ✓  
+ ✓ (a) Possession of the said Premises shall be delivered by the Transferor to the Transferee/s on or before 30<sup>th</sup> September, 2011; The Transferor shall not incur any liability if they are unable to deliver possession of the said Premises by the aforesaid date, if the completion of the project is delayed, by reason of non-availability of steel and/or cement or other building materials or water supply or electric power or by reason of war, civil commotion or an act of God or if non-delivery of possession is as a result of any notice or order, or notification of the Government and/or any other public or competent authority or financial condition of the Transferor, economy downswing real estate or any other industry or any force majeure or vis majeure or for any other reason beyond the control of the Transferor and in any of the aforesaid events the Transferor shall be entitled to the extension of time for delivery of possession of the said Premises;

16. If for any reason the Transferor are unable to give possession of the said Premises to the Transferee/s within the date specified in clause (15)

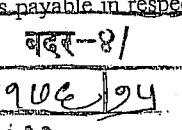
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above, or within any further date or dates as may be mutually agreed to by and between the parties hereto, then in such case, the Transferee/s shall be entitled to give notice to the Transferor terminating the Agreement, in which event, the Transferor shall within two weeks from the receipt of such notice, refund to the Transferee/s the aforesaid amount of deposit and the further amount if any, that may have been received by the Transferor from the Transferee/s as installments in part payment in respect of the said Premises as well as simple interest on such amounts at the rate of 9% per annum from the date of receipt till repayment. The Transferor shall also pay to the Transferee/s a sum of Rs. 500/- (Rupees Five Hundred Only) as quantified liquidated damages in respect of such termination. Neither party shall have any other claim against the other in respect of the said Premises or arising out of this Agreement and the Transferor shall be at liberty to sell and dispose off the said Premises to any other person at such price and upon such terms and conditions as the Transferor may deem fit.

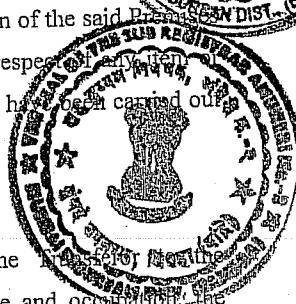


17. Upon possession of the said Premises being delivered to the Transferor he / she shall be entitled to the use and occupation of the said Premises. The Transferee/s however shall not be entitled to and shall not change the use of these Premises. Upon the Transferee/s taking possession of the said Premises he/she shall have no claim against the Transferor in respect of any work in the said Premises which may be alleged not to have been carried out or completed.
18. Commencing a week after notice is given by the Transferor requiring the Transferee/s that the said Premises are ready for use and occupation, the Transferee/s shall be liable to bear and pay all taxes and charges for electricity and other service charges and the outgoings payable in respect of the said Premises mentioned in clause (23) hereof.
19. The Transferor may complete part portion of floor of building and obtain part occupation certificate hereof and give possession of said Premises therein to the acquirers of such Premises and the Transferee/s hereby gives his specific consent to the same. Even after the Transferee/s takes possession of said Premises in such part completed portion of the building the Transferor and/or



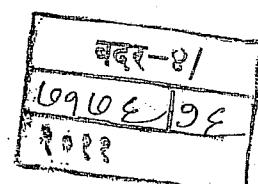
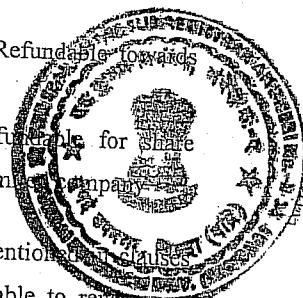
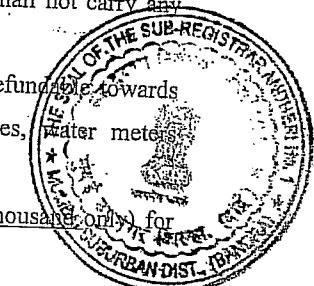
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its Agents or contractors shall be entitled to carry on with the remaining work including further and additional construction work of building consisting the said Premises, the said buildings or any part thereof and if any inconvenience is caused to the Transferee/s, the Transferee/s shall not protest, object to or obstruct the execution of such work nor the Transferee/s shall be entitled to any compensation and/or damage and/or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her or any other person;

- ✓ 20. It is expressly agreed that the Transferee/s shall on the execution hereof pay to the Transferor a sum of Rs. 10,000/- (Rupees Ten Thousand only) towards legal charges.
- ✓ 21. The Transferee/s shall on execution hereof pay to the Transferor a sum of वदर-१  
Rs. 87,500/- (Rupees Eighty Seven Thousand Five Hundred only) towards development charges.
- ✓ 22. It is expressly agreed that the Transferee/s shall on the execution hereof pay to the Transferor the following amounts. Such amounts shall not carry any interest.
- (a) Rs. 10,000/- (Rupees Ten Thousand only) Non Refundable towards installation of transformer, electric meters charges, water meter charges, etc.;
- (b) Rs. 2,94,000/- (Rupees Two Lakhs Ninety Four Thousand only) for Twelve Months Advance Maintenance & Charges;
- (c) Rs. 2,94,000/- (Rupees Two Lakhs Ninety Four Thousand only) for Twelve Months maintenance Deposit.
- (d) Rs. 5,000/- (Rupees Five Thousand only) Non Refundable towards formation & registration of society.
- (e) Rs. 600/- (Rupees Six Hundred only) Non Refundable for share money/application/entrance fee of the society or limited company.
- ✓ 23. It is agreed that in respect of items, moneys paid as mentioned in clauses 21,22 and 23 (a) to (c), the Transferor shall not be liable to render any accounts.
- ✓ 24. The stamp duty, registration charges and other miscellaneous expenses in respect of this agreement shall be paid by the Premises Transferee/s;



25. The Transferee/s shall not use the said Premises for any other purposes other than for Residential purposes and the said car-parking space for parking a motor vehicle. The Transferee/s shall under no circumstances enclose the stilt area;
26. The Transferee/s shall maintain the front elevation, side elevation and rear elevation of the said premises, in the same form as the Transferor construct and shall not at any time affect/alter the said elevations in any manner whatsoever without the prior consent in writing from the Transferor. Further the Transferee/s shall not alter the size and position of and any of the windows of the said premises.

27. The Transferee/s shall not fit any grill on the window on the exterior side of the building. Any protective/decorative grill required by the Transferee/s have to be duly approved by the Transferor in writing and shall be fixed on the inner side of the window only.

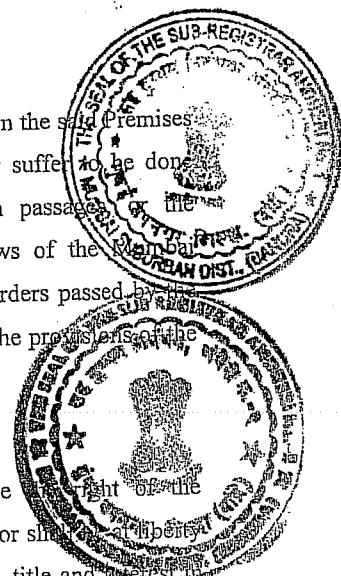
28. The Transferee/s shall from the date of possession maintain the said Premises at his/her cost in a good condition and shall not do or suffer to be done anything in or to the said Premises and/or common passage or the compound which may be against the rules or bye-laws of the Mumbai Municipal Corporation and shall also comply with the orders passed by the Government of Maharashtra and other authorities under the provisions of the urban land Ceiling Act and other provisions of Law;

29. Provided it does not in any way affect or prejudice the right of the Transferee/s in respect of the said premises, the Transferor shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the building to be constructed thereon entirely at their own discretion and upon such terms and conditions that the Transferor shall deem fit and proper and the Transferee/s will not be entitled to object to the said sale by the Transferor;

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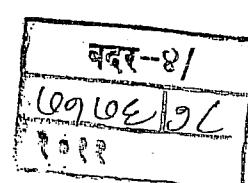
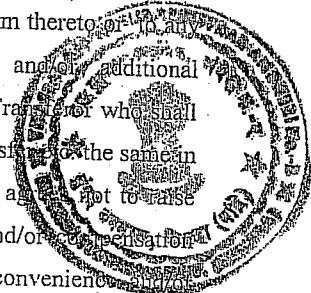
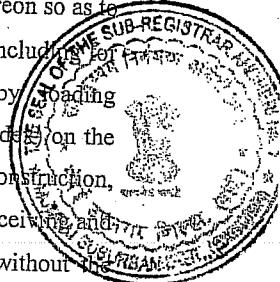
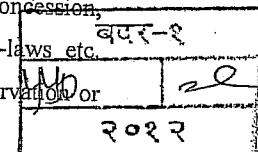


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30. The Transferee/s shall have no claim whatsoever except in respect of the particular flat car-parking space and/or Premises hereby agreed to be purchased. All other open spaces, un allotted flat, car parking spaces, stilt areas and other spaces etc. will remain the property of the Transferor. Provided However the said leasehold property and the shares in respect thereof shall belong to the said Member viz. Mr. Chandresh Mehta and his assigns/nominees.
31. The Transferee/s hereby grants his/her/their irrevocable power and consent to the Transferor and agrees.
- (a) that at all time, the Transferor alone shall be entitled to all F.S.I. whether available at present or in future for any reason whatsoever including the balance F.S.I. the additional F.S.I. available under D. C. Regulations from time to time and/or by any special concession, modification of present Rules Regulations Statutes, bye-laws etc. F.S.I. available in lieu of the road widening set back, reservation or otherwise howsoever;
  - (b) to the Transferor developing the said Property fully by constructing floors, on the building known as "Rustomjee Ciroc", thereon so as to avail of the full F.S.I. permissible at present or in future including for staircase, lift, passage, temporary access etc. or by availing Transferable Development Rights T.D.R. (Floor Space Index) on the said Property and including putting up on any additional construction, as mentioned above and Transferor selling the same and receiving and appropriating to itself the entire sale proceeds thereon without the Transferee/s or other acquires of the tenements in such building and/or their common organization having any claim thereto or to any part thereof. The F.S.I. T.D.R./and further any additional construction shall always be the Property of the Transferor who shall be at liberty to use deal with, dispose of, sell, transfer to the same in manner the Transferor chooses. The Transferee/s agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience or nuisance. The shall be entitled to consume the said F.S.I. by raising floor or floors or any structures of any structures;

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- (c) to the Transferor selling any part or portion of the said building including the open terrace, stilts or any portion thereof or any open area of appurtenant land for exclusive use as a garden, display of advertisements, hoarding, parking or as same may be convenient;
- (d) not to raise any objection or interfere with Transferor's right reserved hereunder;
- (e) to execute, at once if any further or other writing, documents etc. is required or necessary for the purpose and intent of this agreement;
- (f) to do all other acts, deeds, things and matter which the Transferor in his absolute discretion deem fit for putting into complete effect the provision of this agreement; The aforesaid consent and agreement shall remain valid continuous, irrevocable, subsisting and in full force even after the possession of the said Premises is handed over to the Transferee/s.

32. The nature, extent and description of the "Limited common area and facilities" shall be as under:

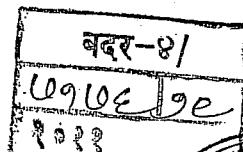
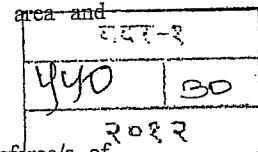
LIMITED COMMON AREA AND FACILITIES to the Transferee/s of buildings:

- (i) Common Entrance lobby and foyer of the building
- (ii) The staircase of the building shall be available to the Transferee/s for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping. These Limited Common Areas and Facilities are applicable to all the Transferee/s of flats located in the building.
- (iii) The underground water tanks with the pumps and pumps-house and the overhead water tank to be constructed for the building to be always known as "Rustomjee Ciroc".
- (iv) Lifts in the building.

#### SPECIFIC AREAS AND FACILITIES

- 1) Terrace/open space in front of or adjacent to the premises, if any.

+ M/s



33. Nothing contained in these presents is intended to be nor shall be construed to be grant, demise or assignment in law of the said Premises or of the said land, hereditaments and Premises or any part thereof or of the said buildings thereon or any part thereof. Nothing contained herein shall deprive the Transferor of their rights to be let out hoarding for advertisement from the compound of the buildings. It is expressly agreed that the Transferor shall be entitled to sell to any person/s Hoarding rights;

34. The Parties hereto specifically declare and confirm that:

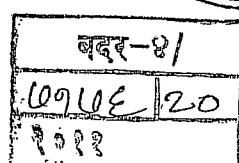
(a) The Flat Holder had inspected the Property and had ascertained for himself / herself / themselves that the work of completing the said building is still in progress and the said Premises are not yet fit / ready for use and occupation;

(b) Occupation Certificate/Building Completion Certificate in respect of the said building has not yet been applied for or issued by the वडा-४  
Municipal Corporation of Greater Bombay as required by law and consequently the Transferor are not entitled to allow the Premises Holder to enter into possession of the said Premises and the Premises Holder is prohibited from taking possession of the said Premise still such Certificate is given by the B.M.C.;

(c) This Agreement is not an agreement to sell on immovable property or conveyance within the meaning of the terms under the Bombay Stamp Act 1958 and no interest in the immovable Property or is intended to be transferred to or vested inter-vivos in the Flat Holder.

35. The Transferee/s alongwith other Transferee/s/s and/or holder/s including the Owner and/or his nominees and assigns shall form an Association/Organisation for the management and maintenance of the building and appoint a Managing Committee of persons nominated or elected from amongst the Transferee/s/ holders of flats in the building which will be duly authorised by the Association, inter alia, to manage and maintain the building including collecting of taxes payable to the Corporation and maintenance charges and other outgoings in respect of the building.

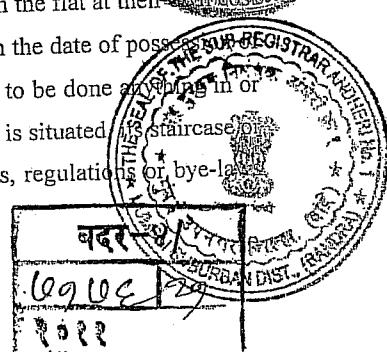
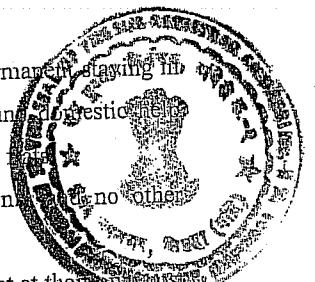
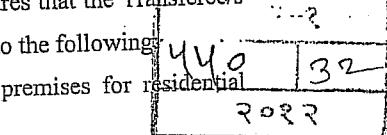
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determined by the Owner and the flat Transferee/s based on the carpet area occupied by each Transferee/s/ holder of the flat in the building.

36. It is clearly understood that the Transferee's right are restricted to the said premises with a proportionate undivided share, right, title and interest in the said common areas and amenities and in all infrastructure including the infrastructure relating to supply of water, electricity, drainage etc.
37. It is agreed that in the future if the Hatkesh society permits co-ownership of the said property the flat Transferee/s shall become the co owners of the said property without payment of any further charges. In the event the Hatkesh society permits to form co operative society of flat Transferee/s in the said building the Owner shall form and/ or permit to be formed and register such co-operative society of the flat Transferee/s and assign the said property to such society and transfer the said shares in favour of the said society. For that the Owner shall not be entitled to any further consideration. However stamp duty, registration charges and premium, transfer fee etc. by whatever name called shall be payable by all the flat Transferee/s in the said building.
38. The Transferee/s agrees, records, confirms and declares that the Transferee/s shall use the said flat strictly in terms of and subject to the following:
- a) The flat Transferee/s/holders shall use the premises for residential purpose only;
  - b) The flat Transferee/s/holders shall jointly with the Owner share the total maintenance repair and renovation cost irrespective of type and concern of individual on pro rata holding;
  - c) The flat Transferee/s/holders will not allow any permanent staying in the building of any hired persons except cook/s and domestic help working in the household purely for work inside the flat;
  - d) The car parking will be used for car parking only and no other business and/or godown activity will be allowed;
  - e) The occupants of the said flats shall maintain the flat at their own expense in good tenantable repair and condition from the date of possession till the flat is taken and shall not do or suffered to be done anything in or to the flat and the building in which the Flat is situated like staircase or any passage which may be against the rules, regulations or bye-laws.

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of concerned local or any other authority or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof;

f) The occupants of the said flats shall not store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat 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 to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the flat is situated including entrances of the building in which the flat is situated and in case any damage is caused on account of negligence or default of the Flat Transferee/s in this behalf, the Flat Transferee/s shall be liable for the consequences of the breach;

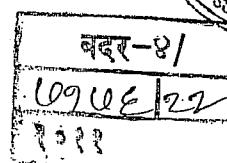
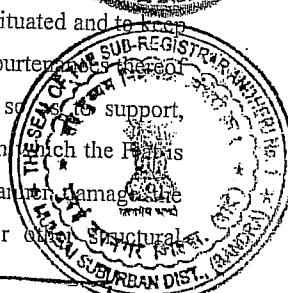
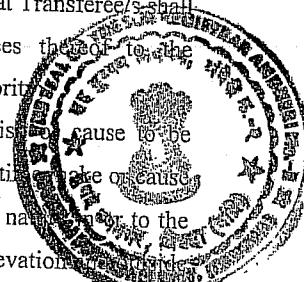
g) The occupants of the said flats shall carry at his own cost all internal repairs to the said flat and maintain the flat in the same condition, state and order in which it was delivered by the Company to the Flat Transferee/s and shall not do or suffer to be done any thing in or to the building in which the Flat is situated or the flat which may be governed under the Rules and Regulations and bye-laws of such Housing Society, the concerned local authority or other public authority. And in the event of the Flat Transferee/s committing any act in contravention of the above provision, the Flat Transferee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

h) The occupants of the said flats shall not demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature prior to the flat or any part thereof, nor any alteration in the elevation, height, colour scheme of the building in which the Flat is situated and to keep the portion, sewers, drains, pipes in the flat and appurtenances thereof in good tenantable condition, and in particular, so as to support, shelter and protect the other part of the buildings in which the Flat is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs, or RCC pards or other structural

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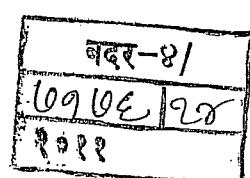
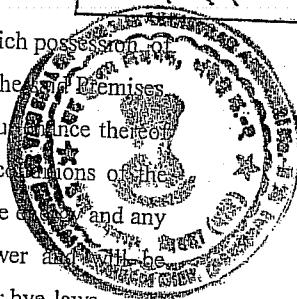
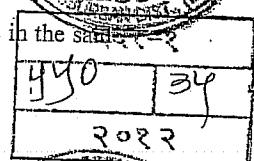
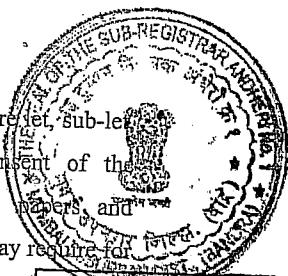
members in the Flat without prior written permission of the Company;

- i) The occupants of the said flats shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance, or which is likely to cause nuisance or annoyance to users and occupiers of the other premises in the said Building;
- j) The occupants of the said flats shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said land and the building in which the Flat is situated;
- k) The occupants of the said flats shall not keep anything in the common passage, staircases, terraces, walls or any other common place and ~~not~~ to hang any sign boards, hoardings, name boards etc. in passage or inner or outer wall of the building;
- l) The occupants of the said flats shall not at any time demand partition of his/her interest in the said flat and/or the said building and it is hereby agreed and declared that in the interest of the occupants in the flat and in the building is impartible;
- m) The occupants of the said flats including the owner shall form a Association/Organisation of all occupants in the said building and shall open a bank Account in the name of such Association;
- n) The occupants of the said flats shall pay to the Association Organisation regularly whether demanded by the Association Organisation or not his/her/their share of security deposit demanded by the concerned local authority or Government for water, electricity sewer clearance or any other service connected to the building in which the flat is situated;
- o) The occupants of the said flats shall 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;

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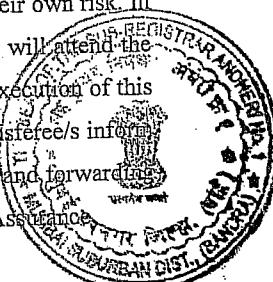
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39. It is hereby further specifically agreed between the parties hereto and the Owner that the Transferee/s shall not be entitled to let sub let or assign or transfer his rights under this agreement to any third party in respect of the said flat without the consent or permission of the Owner and these presents shall operate as an irrevocable consent and/or no objection for the aforesaid purpose.
40. In the event of the Transferee/s so desiring to transfer the said flat, the agreement which the Transferee/s will enter into with the proposed transferee shall contain similar clauses as in herein contained and such transferees shall accept all the provisions of this agreement.
41. The Transferee/s shall bear and pay proportionate expenses, taxes, levies, maintenance and other charges and the decision of the Transferor or the Association, as the case may be, of the amount coming to the share of flat Transferee/s, shall be final and binding on the Transferee/s.
42. The Transferee/s and the persons to whom the said Premises are let, sub-let, transferred, assigned or given possession of with the consent of the Transferor, shall from time to time sign all applications, papers, and documents and do all acts, deeds and things as the Transferor may require for safe guarding the interest of the Transferor or of the Transferee/s in the said building;
43. The Transferee/s hereby covenants that from the date on which possession of the said Premises are offered he/she/themselves shall keep the said Premises, the wells and partition wall, sewers, drains, pipes and appurtenance thereto belonging in good tenable repair and shall abide by the conditions of the Government, Bombay Municipal Corporation or the Reliance and any other authorities and local bodies and shall attend, answer and be responsible for all violation of any such conditions or rules or bye-laws.
44. The Transferor shall be entitled to use and allow to third parties to use any part of the building and the Property for installation of cables, satellite, communication equipment, cellular telephone equipment radio turnkey

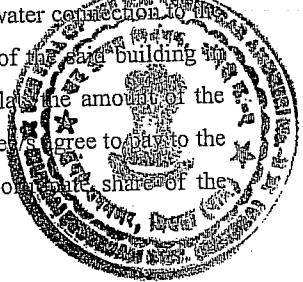
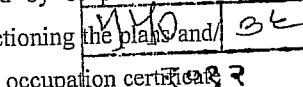
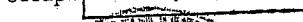


equipment, wireless equipment etc. The Transferee/s and/or the organisation of Premises Transferee/s agrees not to object or dispute the same. It is expressly agreed between the parties hereto that the Transferor is entitled to transfer, assign and/or deal with or dispose off its rights under this clause to any person or persons.

45. The stamp duty and registration charges and taxes (including value added tax and any indirect and/or service tax) of and incidental to this agreement and any document executed in pursuance of this Agreement and/or in respect of the said premises and/or the said Property shall be borne and paid by the Transferee/s. It shall be the responsibility, obligation and liability of the Transferee/s to lodge this agreement for registration. In the event the said agreement is not lodged for registration by paying the appropriate stamp duty as may be applicable under the law, the Transferee/s only shall be liable to bear and pay the fines, penalty etc. and entirely at his / her / their own risk. In compliance with the obligations under the law, the Transferor will attend the office of the Sub-Registrar of assurance, Bombay and admit execution of this Agreement and so as to get the same registered, after the Transferee/s inform the Transferor in writing the number under which it is lodged and forward the photo copy of the Receipt issued by the Sub-Registrar of Assurance.

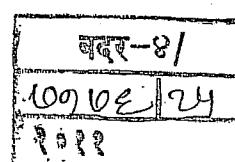


46. The Non-refundable deposits that may be demanded by or paid to the Mumbai Municipal Corporation for the purpose of sanctioning the plan and/or issuing the commencement certificate, I.O.D. and/or occupation certificate and/or Building completion Certificate and for giving water connection to the said building shall be payable by all the Transferee/s of the said building in proportion to the respective area of their respective flats the amount of the same to be determined by the Transferor. The Transferee/s agree to pay to the Transferor within seven days of demand, such Proportionate share of the Purchase of such deposit.



47. If at any time any further development tax and/or charges, and/or betterment charges or other levy are charged, levied or sought to be recovered by the Mumbai Municipal Corporation, Government and/or any other public authority in respect of the said land and/or the building and/or the approval of

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construction or occupation thereof the same shall be borne and paid by all the Transferee/s in proportion to the respective area of their respective flat.

48. The Transferee/s agrees and binds himself to pay to the Transferor his/her/their provisional monthly contribution of Rs. 24,500/- per month towards the aforesaid outgoing and maintenance charges (referred to in Clause (23) above) from the date as provided herein above and payable every month regularly and he/she/they shall not with-hold the same for any reason whatsoever.
49. All notices to be served upon the Transferee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Transferee/s by prepaid post, under certificate of posting or courier at his/her /their address specified below:

513, Kakad Market, 306, Kalbadevi Road, Mumbai – 400002.

50. The Transferee/s shall permit the Transferor and their surveyors and agents, with or without workmen and others at all reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and condition thereof and the Transferee/s shall make good, within three months of the Transferor giving a notice, all defects, decays and work which such notice in writing shall be given by the Transferor to the Transferee/s and also for the purpose of repairing any part of the building and for the purpose of making, repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and condition all service, drains, pipes, cables, water courses, gutters, wires, partition, walls or structures or other convenience belonging to serving or used for the said building and also for the purpose of laying, maintaining, repairing and testing drains, and water pipes and electric wires and cables and for similar other purposes and for all other purposes contemplated by this Agreement.

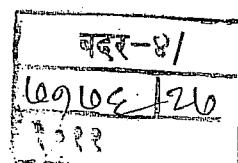
51. It is clearly understood and agreed by and between the parties hereto that the Transferor shall have the unqualified and unfettered right to sell, or transfer, assign, lease or give on licence basis, assign or otherwise deal with or disposed of to anyone of his choice, the terrace above the top floor of the

said building subject to the necessary means of access to be permitted for such purposes so as to reach the water tank and lift machine room of the building. The Transferee/s of such terrace shall be entitled to make use of the same for all purpose whatsoever as permissible by law. However, the Transferee/s shall not enclosed or cover the said terrace without the written permission of the Transferor and the Mumbai Municipal Corporation.

52. IT IS ALSO UNDERSTOOD AND AGREED BY AN BETWEEN THE PARTIES HERETO:

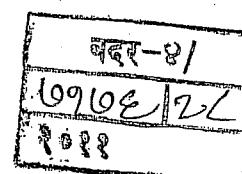
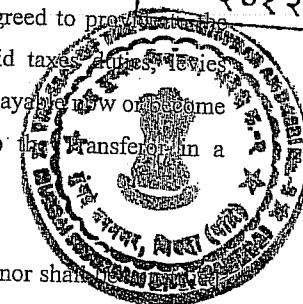
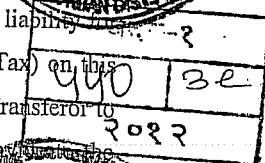
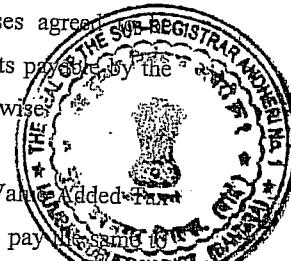
- (a) that the terrace space in front of or adjacent to the flats/in the said building, if any shall belong exclusively to the respective flat Transferee/s if allotted by the Transferor and such terrace spaces are intended for the exclusive use of the respective terrace Premises Transferee/s. The said terrace shall not be enclosed by the Transferee/s till the permission in writing is obtained from the concerned local authority and the society or as the case may be.
- (b) that the ground level open spaces in front, rear and on sides as may be available around or adjacent to the ground floor flats and other premises (if any) shall exclusively belong to the respective Transferee/s to whom the said open space is exclusively allotted by the Transferor and other Transferee/s shall only have right of entry during reasonable hours for maintenance of any common service or passing through such open space.
- (c) that the purchase price mentioned hereinabove is purely on lumpsum basis and no dispute whatsoever shall be entertained at any time relating to purchase price. The Aggregate areas mentioned before for premises shall be used for determining the proportion of distribution amongst the various Premises holders of any common expenses incurred or to be incurred on the whole of building and land which distribution is otherwise not specified anywhere.

53. So long as the areas of the said Premises (agreed to be acquired by Transferee/s from the Transferor) is not altered, the Transferor shall be at liberty and are hereby expressly permitted to make variations in the layout/elevation of the Property and/or of the building/garden space and/or varying the location of the access of the building as the exigencies of the



situation and the circumstance of the case may require. The Transferee/s expressly hereby consents to all such variations. The Transferor are fully and absolutely entitled to utilize the floor space index as may be sanctioned by the Mumbai Municipal Corporation. The Transferor are entitled and the Transferee/s gives his/her/their irrevocable consent and no objection to put additional construction by constructing additional floor, converting stilts area in ground floor Premises entirely at their own discretion. The Transferor are entitled to complete the same in the manner they may deem fit and proper.

54. The Transferee/s shall not be entitled to raise any objection in any manner and do hereby give their irrevocable consent and no objection to the Transferor to put up such construction at their discretion.
55. Notwithstanding anything contained in this Agreement or any other documents to be executed in future in respect of the said premises, the Transferor shall have a first charge on the said Premises agreed to be paid by the Transferee/s for recovery of all the amounts payable by the Transferee/s to the Transferor under this Agreement or otherwise.
56. In case the transaction under this Agreement attracts any Value Added Tax (V.A.T.) and/or Service Tax (S. Tax), the Transferee/s shall pay the same to the Transferor. The Transferee/s is aware that, there is potential liability for payment of Value Added Tax (V.A.T.) and/or Service Tax (S. Tax) on this said Agreement for Sale and for the sale of the said flat by the Transferor to the Transferee/s and therefore the Transferee/s has agreed to provide the Transferor a guarantee towards payment of aforesaid taxes, duties, levies, cesses, whether direct or indirect (whether applicable/payable now or become applicable/payable in future) by the Transferee/s to the Transferor in a manner on deemed fit by the Transferor.
57. Nothing contained in this Agreement is intended to be nor shall it be construed as a grant, demise or assignment in law of the said flat, building or of the said Property or any part thereof in favor of the Transferee/s and/or other acquirers of flats in the said building or other building or buildings. The Transferee/s shall have no claim save and except in respect of the flat hereby agreed to be sold to him.

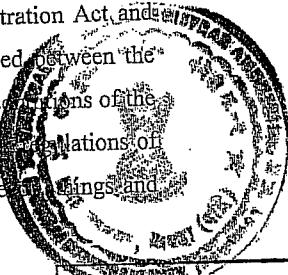


58. Irrespective of disputes, if any, which may arise between the Transferor and the Transferee/s, all amounts, contributions and deposits including amounts payable by the Transferee/s to the Transferor under this Agreement shall always be paid punctually by the Transferee/s to the Transferor and shall not be withheld by the Transferee/s for any reasons whatsoever.

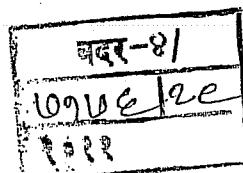
59. Any delay tolerated or indulgence shown by the Transferor in enforcing the terms of this Agreement or any forbearance or giving of time to the Transferee/s by the Transferor shall not be construed as a waiver on the part of the Transferor of any breach or non-compliance of any of the terms and conditions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

60. The Transferee/s shall lodge this Agreement for registration with registering authorities within the time specified under the Indian Registration Act and inform the Transferor to admit execution thereof. It is agreed between the parties hereto that this agreement is subject to the terms and conditions of the bye laws of the Hatkesh Society and also subject to the rules and regulations of the society and accordingly the Transferee/s will do acts, doings and matters.

61. The stamp duty and registration charges any other incidental charges payable in respect of this agreement shall be paid by the Transferee/s alone.



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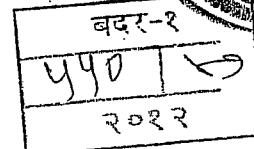
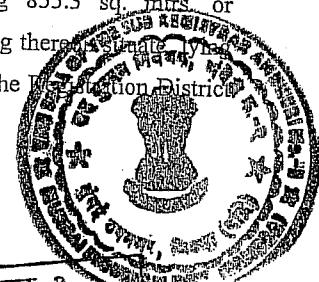


IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

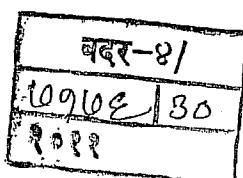
THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of leasehold land being plot No. 4 of the layout of the HATKESH CO-OPERATIVE HOUSING SOCIETY LTD., bearing City Survey No. 313 of Vile Parle (West), Taluka Andheri admeasuring 855.3 sq. mtrs or thereabouts, together with the building and structures standing thereon and being at Village, Vile Parle (West), Taluka Andheri, in the Sub-District and Sub-District of Mumbai City and Mumbai Suburban.

On or towards the East : CTS no. 309  
On or towards the West : 40 feet vide Road  
On or towards the North : CTS no. 314  
On or towards the South : CTS nos. 311&312.



For Keystone Realtors Pvt. Ltd.,  
Keystone Realtors Pvt. Ltd.  
DIRECTOR



SIGNED SEALED AND DELIVERED )  
by the within named "TRANSFEROR" )  
KEYSTONE REALTORS PVT.LTD. )  
through their \_\_\_\_\_ )  
Mr. Boman Irani )  
in the presence of Santosh Gondal )  
Vishwanath Bhand )  
SIGNED SEALED AND DELIVERED )  
by the within named "TRANSFeree/S" )  
Mr. Harish G. Bulchandani )  
in the presence of Santosh Gondal )

Vishwanath Bhand ✓

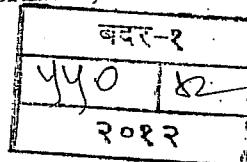
RECEIPT

RECEIVED from Mr. Harish G. Bulchandani a sum of Rs. 20,00,000/- (Rupees Two Crores only) by Cheque / DD / No. mentioned below, being the amount as provided for hereinabove.

For KEYSTONE REALTORS PVT. LTD.,

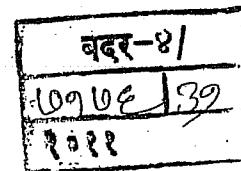
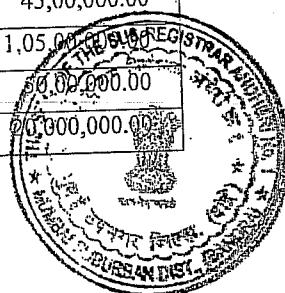


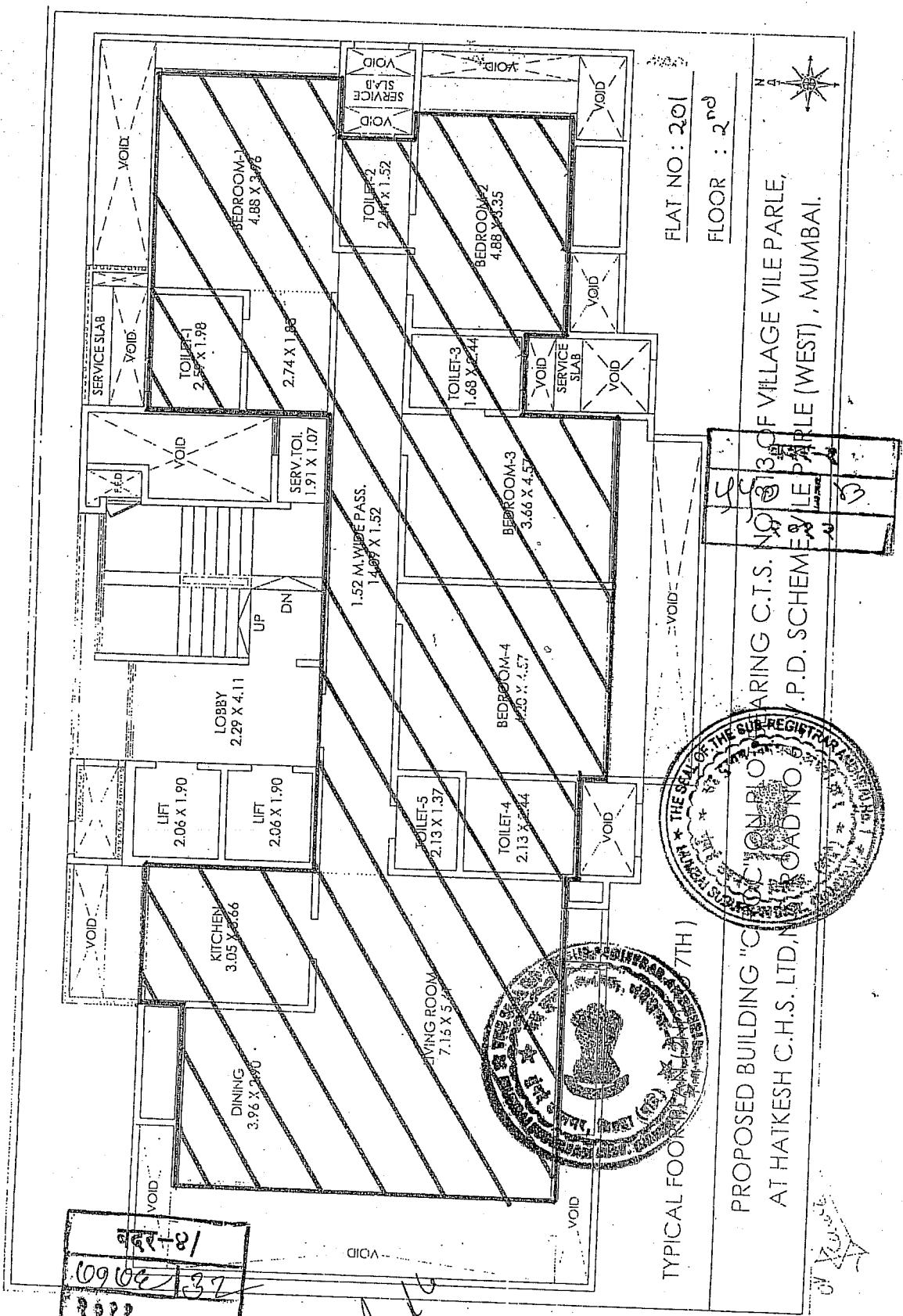
(TRANSFEROR)



Witness: Sandip Gawde  
Vishwanath Bhand

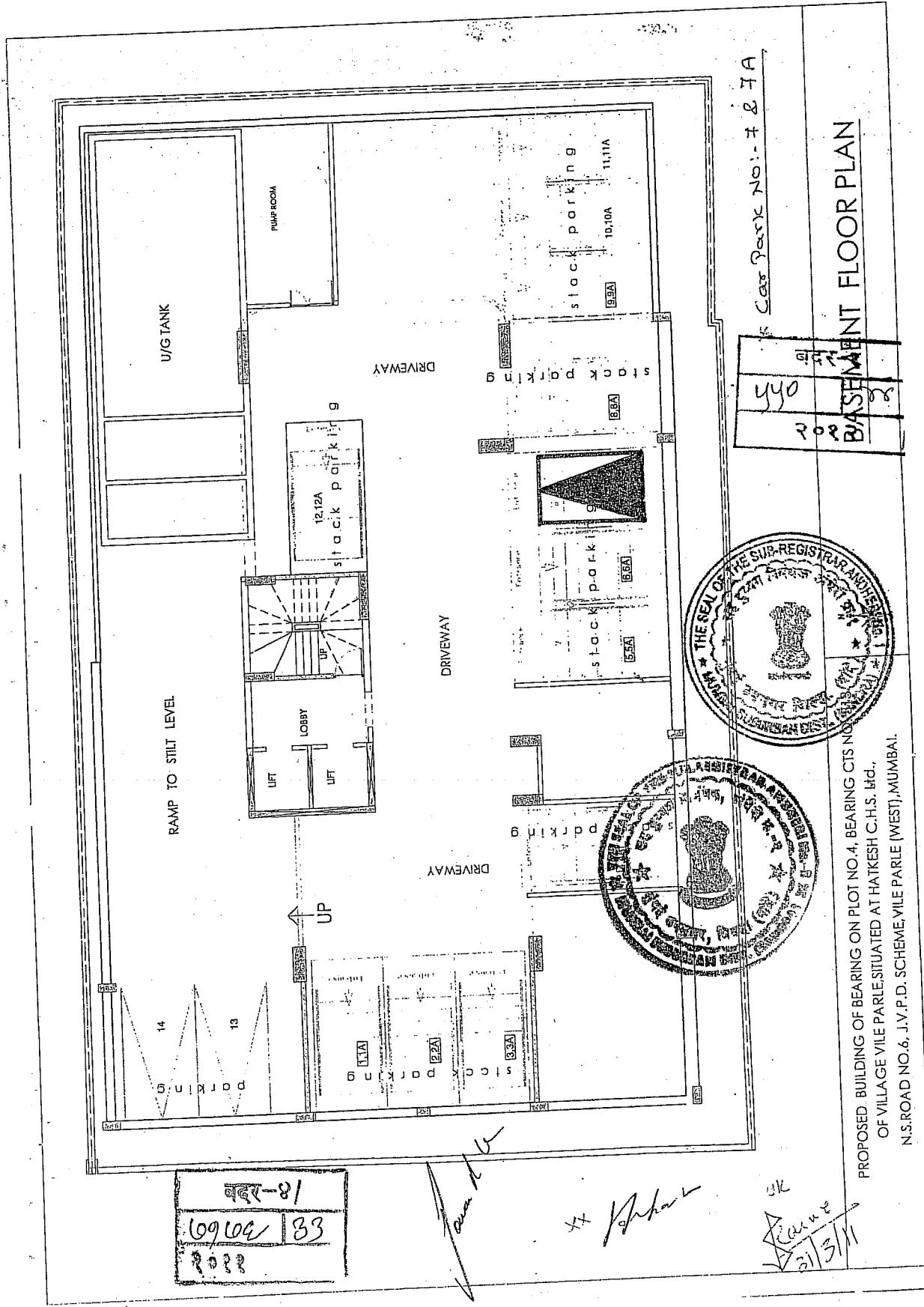
Date	Chq. No.	Bank	Amount
19.05.2007	327773	ABN Amro Bank Ltd.	Rs. 45,00,000.00
04.03.2011	TT Transfer	TT Transfer	Rs. 1,05,00,000.00
14.03.2011	TT Transfer	TT Transfer	Rs. 50,00,000.00
		Total	Rs. 10,00,000.00





## PROPOSED BILL DING "G"





OPPOSED BUILDING OF BEARING ON PLOT NO.4, BEARING C.I.S NO.  
OF VILLA GE VILE PARLE,SITUATED AT HAIKESH C.H.S. LTD.,  
N.S.ROAD NO.6, J.V.P.D. SCHEME,VILE PARLE (WEST),MUMBAI.



Form No. 346  
188

This I.O.D.C.C. is issued subject  
to the provision of Urban Land  
Zoning and Regulation Act  
in replying please quote No.  
and date of this letter.

EC-48

Ex. Engineer, Proposed (W.S.)  
Land Zoning  
Municipal Office, N. S. D. K. Corp.  
Bandra (West), Mumbai-400 058

Intimation of Disapproval under Section 346 of the Mumbai  
Municipal Corporation Act, as amended up to date.

No. E.B./CIE/ 8716/W.S./M.R.S/A

of 200 - 200

JAN 2006

Municipal Office,  
Mumbai ..... 200

MEMORANDUM

Shri Boman Irani, C.A. to Lessco

With reference to your Notice, letter No. 337 dated 11.11.2005 and delivered on 200 and the plans, Sections Specifications and Description and further particulars and details of your buildings at (West); N.S. Rd. No. 6, J.W.P.D Scheme, Vile Parle (East) Mumbai to me under your letter, dated 200. I have to inform you that I cannot approve the proposed work proposed to be erected or executed, and I therefore hereby formally intimate to you under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by the reason

A. CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK / BEFORE PLINTII C.C.

1. That the commencement certificate under section 44/69 (1)(a) of the M.C.A. will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side, without obstructing the flow of rain water from the adjoining holding to proposed possession of holding before starting the work as per D.C. Regulation No.38(2).
3. That the low lying plot will not be filled upto a reduced level of atleast 92 T.H.D. or 6" above adjoining road level whichever is higher with sand, gunny boulders etc. and will not be levelled, rolled and consolidated on sloped towards road side, before starting the work.
4. That the Structural Engineer will not be appointed. Supervision memo. regd. appendix XI regulation 2(3)(ix) will not be submitted by him.
5. That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up the additional load will not be submitted before C.C.

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( ) That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.

( ) That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the ..... day of ..... 2007 but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

TRUE COPY CERTIFIED  
FOR M/S. KINNER ARCHITECTS

*P.S. Anwadha Lohar*  
(AUTHORIZED ARCHITECT)

*13.01.06*  
-/- Executive Engineer, Building Proposals,  
Zone, K. WEST Wards.

#### SPECIAL INSTRUCTIONS

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Corporation for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 34G of the said Act.

(3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-

"Every person who shall erect as new domestic building shall cause the same to be built up at least part of the plinth shall be -"

"(a) Not less than .. feet (60 cms.) above the centre of the adjoining street at the nearest point where the drain from such building can be connected with the sewer than existing or thereafter to be provided."

"(b) Not less than .. feet (60 cms.) above every portion of the ground within 3 feet (90 cms.) of such building."

"(c) Not less than 92 ft. (.....) meters above Town Hall Datum."

(4) Your attention is invited to the provision of Section 152 of the Act which makes it an offence for property taxes is required to give notice of erection of a new building or occupation of building which has been submitted to the Commissioner, within fifteen days of the completion or of the occupation whichever is earlier. Non-compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the owner of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.

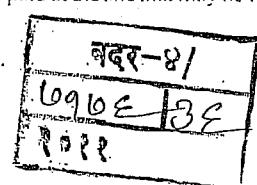
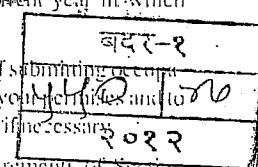
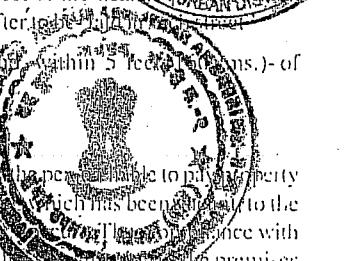
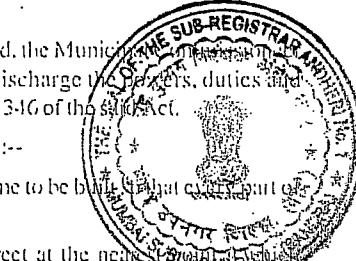
(5) Your attention is further drawn to the provision of Section 353-A about the necessary of submitting a construction certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

(6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.

(7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburban District.

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Attention is drawn to the notes accompanying this Intimation of Disapproval.



Ex. Engineer Bldg. Preposzi [W.A.]  
H and K - Wards  
Municipal Office, R. M. Patkar Marg,  
Andera (West), Mumbai-400 050.

17.3 JAN 2006

"CE/8716/W/S/AK

6. That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.

7. That the agreement with the existing tenant alongwith the list will not be submitted before C.C.

8. That the consent letter from the existing tenants for the proposed additions/alterations in their tenement will not be submitted before C.C.

9. That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.

10. That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.

11. That the requirements of N.O.C. of (i) Reliance Energy, [ii] S.G. [iii] P.C.O., [iv] A.A. & C. K/West, [v] S.W.D., will not be obtained and the requisitions if any will not be complied with before occupation certificate / B.C.C.

12. That the qualified/registered site supervisor through architect/Engineer will not be appointed before applying for C.C.

13. That the extra water and sewerage charges will not be paid to A.P.W.W.K/West Ward before C.C.

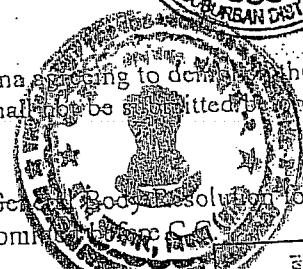
14. That the development charges as per M.R.T.P. (amendment) Act will not be paid.

15. That the registered undertaking in prescribed proforma agreeing to demarcate the excess area if constructed beyond permissible FSI shall not be submitted before asking for C.C.

16. That the N.O.C. from Society alongwith extract of General Body Resolution for development/additions and alterations will not be submitted before applying for C.C.

17. That the requisite premium as intimated will not be paid before applying for C.C.

18. That the registered undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.



वार्षिक-२	
योग्यता की वर्गीकरण	१८
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बदर-४/  
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13 JAN 2006 | CE/8716/WS/AK

Engineer Bidg. Proposal [W.S.]  
H. and K - Wards  
Municipal Office, R. K. Patkar Marg,  
Andheri (West), Mumbai - 400 059.

19. That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by the Insecticide Officer for inspection of water tanks by providing safe but stable ladder, etc. and requirements as communicated by the Insecticide Office shall be complied with.
20. That the Janata Insurance Policy or policy to cover the compensation claims arising out of workman's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction work.
21. That the N.O.C. from Superintendent of Garden for tree authority shall not be submitted.
22. That the soil investigation will not be done and report thereof will not be submitted with structural design.
23. That the building will not be designed with the requirements of all relevant IS codes including IS code 1893 for earthquake design while granting occupancy certificate from Structural Engineer to that effect will be insisted.
24. That no main beam in R.C.C. framed structure shall not be less than 230 mm wide. The size of the columns shall also not be governed as per the applicable I.S. Codes.
25. That all the cantilevers [projections] shall not 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.
26. That the R.C.C. framed structures, the external walls shall be less than 150 mm if in brick masonry or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No. CE/5591 of 15.4.1993.
27. That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations/individuals specialized in the field as per the list furnished by Solid Waste Management Department of M.C.C. shall not be provided to the satisfaction of Municipal Commissioner.
28. That the phasewise programme for removal of the debris shall not be submitted and got approved.
29. That the registered undertaking for water proofing of terrace and Nani traps shall not be submitted.
30. That the Indemnity Bond for compliance of I.O.D. conditions shall not be submitted.

बदर-१	४५०	८२
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बदर-४/	६७१०८१३८
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3 JAN 2006

CR/8715/W/S/AK

H and K Wards  
Municipal Office, R. K. Patkar Marg,  
Andra (West), Mumbai-400 021

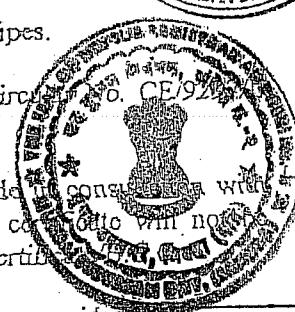
31. That the owner/developer shall not display a board at site before starting the work giving the details such as name and address of the owner/developer, architect and structural engineer, approval no. and date of the layout and building proposal, date of issue of C.C., area of the plot, permissible built up area, built up area approved, number of floors etc.

**B. CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C.**

1. That the notice in the form of appendix XVII of D.C.R. shall not be submitted on completion of plinth.
2. That N.O.C. from Civil Aviation department will not be obtained for the proposed height of the building.
3. That the debris shall not be transported to the respective Municipal dumping site and challan to that effect shall not be submitted to this office for record.
4. That the N.O.C. from A.A. & C. [ K/West ] shall not be submitted.
5. That the plinth stability certificate from R.C.C. consultant
6. That the work-start notice shall not be submitted.

**C. GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C. :**

- 1) That the separate vertical drain pipe, soil pipe with a separate gully trap main, O.H. tank etc. for Nursing home, user will not be provided and that the drainage system of the residential part of the building will not be affected.
- 2) That some of drains will not be laid internally with C.I. pipes.
- 3) That the dust bin will not be provided as per C.E.'s circular No. CE/92/1 dated 26.6.1978.
- 4) That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate.
- 5) That the 10' wide paved pathway upto staircase will not be provided.
- 6) That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon; and will not be levelled and developed before requesting to grant permission to occupy the bldg. or submitting the B.C.C. whichever is earlier.
- 7) That the name plate/board showing plot no., name of the bldg. etc. shall not be displayed at a prominent place before O.C.C./B.C.C.



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बदर-४/
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3 JAN 2005 CE/8716/WZAK

H and K Wards  
Municipal Office, R. K. Pather Marg,  
Andheri (West), Mumbai - 400 052.

- 8) That the carriage entrance will not be provided before starting the work.
- 9) That the parking spaces will not be provided as per D.C.R. No.36,
- 10) That B.C.C. will not be obtained and ICD and debris deposit etc. will not be claimed for refund within a period of six years from the date of occupation.
- 11) That every part of the building constructed and more particularly overhead water tank will not be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 12) That the owner/developer will not hand over the possession to the prospective buyer before obtaining occupation permission.
- 13) That the letter box of appropriate size shall not be provided for all the tenements at the ground floor.
- 14) That the infrastructural works such as construction of hand-holes/manholes, ducts for underground cables, concealed wiring inside the flats/rooms, room/space for telecom installations etc. required for providing telecom services shall not be provided.
- 15) That the regulation No.45 and 46 of D.C. Reg. 1991 shall be complied with.
- 16) That the necessary arrangement of borewell shall not be made/provided and necessary certificate to that effect from the competent authority shall not be obtained before S.C.
- 17) That the provisions of Rain Water Harvesting as per the design criteria by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 1000 Sq.Mts.
- 18) That the requisition from fire safety point of view as per D.C.R. 1991 shall not be complied with.
- 19) That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations/individuals specialized in the same shall be furnished by Solid Waste Management Department of M.C. and shall not be provided to the satisfaction of Municipal Commissioner.
- 20) That the Drainage Completion Certificate shall not be submitted.
- 21) That the Lift Inspector's completion certificate shall not be submitted.
- 22) That the structural stability certificate shall not be submitted.

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W.E.S. JAN 2001 C/E/0716/W/S/A/K

ENGR. BLDG. PROPOSAL [W.E.S.]

H and K - Wards

Municipal Office, R. K. Patkar Marg.

Address (West), Mumbai 400 050

- 23) That the Site Supervisor's completion certificate shall not be submitted.
- 24) That the smoke test certificate shall not be submitted.
- 25) That the water proofing certificate shall not be submitted.
- 26) That the P.R. Card in the name of applicant shall not be submitted.
- 27) That the N.A. order shall not be submitted.
- 28) That the final completion certificate from C.F.O. shall not be submitted.
- 29) That the N.O.C. from A.A. & C. [ K/West ] shall not be submitted.

D) CONDITIONS TO BE COMPLIED WITH BEFORE PROPOSAL IS APPROVED

1. That the certificate under Sec.270-A of the B.M.C. will be obtained from H.E.'s department regarding adequacy of water supply.

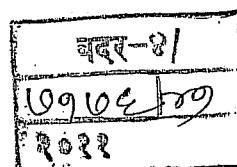
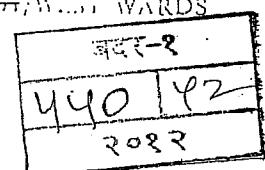
TRUE COPY CERTIFIED  
FOR M/S. KINNER ARCHITECTS

For Anuradha Lambat  
(AUTHORIZED ARCHITECT)



13.01.06

To EX. ENGR BLDG PROPOSAL  
(W. S.) KILLETT, WARD 1 WARDS



Sym.c/4

No. EB/CE/ 8716) WSAK TBS,

IN

NOTES 13 JAN 2006

- (1) The work should not be started unless objections A are complied with 1 to 3.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposite should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flusing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposite for the construction of carriage entrance over the road side drain.
- (6) The owners shall intitiate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on that date and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The hoarding, bricks metal, sand props, debries, etc. should not be deposited over footpaths or public street by the owner/architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative to avoid the excavation of the road an footpath.
- (12) All the terms and conditions of the approved layout/sub-division under NO. should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connected (cistern for the construction purposes) unless road is constructed to the satisfaction of the Municipal Committee (Roads) as per the provision of Section 345 of the Bombay Municipal Corporation Act and its regulations and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphalting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broken glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.

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- 4
- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13(h)(1) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347(1)(aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanction will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
- Specific plans in respect of evicting and rehousing the existing tenants on hour stating their number and the area in occupation of each.
  - Specifically signed agreement between you and the existing tenants that they are willing to avail of the alternative accommodation in the proposed structure at standard rent.
  - Plans showing the proposed programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and air from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start during monsoon which will cause water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) The bottom of the over hand storage work above the finished level of the terrace shall be more than one metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Government Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the manholes and other appurtenances in the building should be determined before the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, por, l, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required under Section 234 of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with tight fitting iron covers and wrought iron plates or hinges. The manholes of all jisters shall be covered with a hinged cast iron cap to be screwed on hinged cast iron cap over in one piece, with locking arrangement provided with a ribbet precessed with screw or dome shape pieces (like a garden m. i. rose) with copper pipes with perfections, each not exceeding 1.5 mm. in diameter. The cistern shall be made easily, safely and permanently a feasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be carmarked and extended 40 cms. above the top where they are to be fixed on its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5 (b).
- (b) Lintels or Arches should be provided over Door and Window opening.
- (c) The drains should be laid as require under Section 234-1 (a).
- (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.

**COPY TO ARCHITECT OWNER**

TRUE COPY CERTIFIED  
FOR M/S. KINNER ARCHITECTS

By Anuradha Gangal  
(AUTHORIZED ARCHITECT)

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Executive Engineer, Building & Drains	
K. Woot	
Zones ... २०१२	

This L.O.D./C.C. is issued subject  
to the provision of Urban Land  
Ceiling and Regulation Act, 1972

C-3

## MUNICIPAL CORPORATION OF GREATER MUMBAI

## FORM 'A'

## MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/6716/BSU/WS/AH/AK of M. Engineer Regd. Proposed [W.B.]  
COMMENCEMENT CERTIFICATE

To, Shri Boman Jiroji 31 MAR 2008 Municipal Office, R. N. Packer Marg,  
C.A. to Lessee. Mumbai (West), Mumbai-400 053

Sir,

With reference to your application No. 9041 dated 11-11-2005 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building.

To the development work of Proposed building CTS No. 313  
at premises at Street, N.S. Rd No. 6, village, Vile - Police  
No. 4, situated at J.V.P.D. Scheme Ward.

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

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner of 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 title is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 42 of 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri..... V. H. PATIL

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

This CC is valid upto..... 12 JAN 2009 12 JAN 2009

This Commencement certificate is for carrying out the work upto/for..... only

For and on behalf of Local Authority

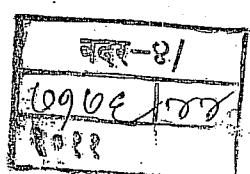
The Municipal Corporation of Greater Mumbai

En. *[Signature]*  
Assistant Engg. Building Proposals

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

FOR

MUNICIPAL CORPORATION OF GREATER MUMBAI



*Shanty Dw*

VISIT DATE 12/01/2010

CE/ 8716 /W/WAK/ Further C.C. is now extended past 2nd basement level and Kulli Ce  
for upto height upto top 11th floor + parapet top on terrace level At -41.50 qspes approved p for

at Ld 28/10/09 at -8.10/09

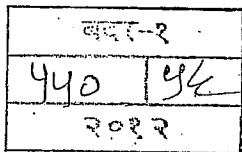
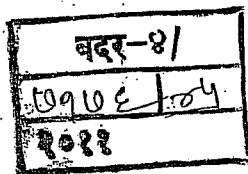
28 OCT 2009

28 OCT 2009

E.E.B.P (WS) K Ward

TRUE COPY CERTIFIED  
FOR M/S. KINNER ARCHITECTS

For *R.K. Kinner*  
(AUTHORIZED ARCHITECT)



# PRAVIN MEHTA AND MITHI & CO. (REGD.)

ADVOCATES, SOLICITORS & NOTARY

**PARTNERS**

PRAVIN H. MEHTA  
YUSUF H. MITHI \*  
SHARAD V. KALYANI  
NASEEM PATRAWALA  
LEENA A. ADHVARYU  
KALPESH P. MEHTA

\* NOTARY

**REGD. OFFICE :** 7, Hind Rajasthan Chambers,  
6, Oak Lane, Fort, Mumbai - 400 023.  
E-mail : pmmandco@bom8.vsnl.net.in  
pravinmehta@yahoo.co.in  
pmmandco@gmail.com  
Tel. : 2267 5320 / 6635 4855 / 56 / 57  
Telefax : 2267 4545

**OFFICE**  
4th Floor, Oricon House,  
12/14, K. Dubash Marg,  
Mumbai - 400 023.  
Phone : 2284 2603  
6635 4860-61  
Telefax : 2284 0810  
Email : pmmithi@rediffmail.com  
yhmithi@hotmail.com

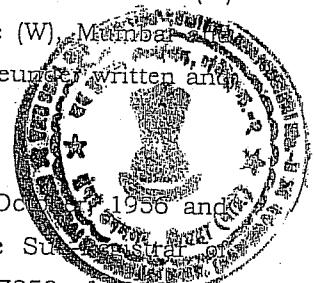
Ref. No. 907/Sk/2008

## TITLE REPORT

- (i) Mr. Chandresh D. Mehta  
JMC House, 3rd Floor,  
Bisleri Compound,  
Western Express Highway,  
Andheri (East),  
Mumbai - 400 099.
- (ii) Keystone Realtors (Pvt.) Ltd.  
JMC House, 3rd Floor,  
Bisleri Compound,  
Western Express Highway,  
Andheri (East),  
Mumbai - 400 099.

Dear Sirs,

As instructed by you we have investigated your Title in respect of an immovable property at Village Vile Parle, Taluka Andheri, in Mumbai Suburban district bearing C.T.S. No. 313 of Vile Parle (W) at N.S. Rod No. 6, J.V.P.D. scheme, Vile Parle (W), Mumbai and more particularly described in the Schedule hereunder written and we hereby submit our report inter alia as under :



- (1) By a Deed of Conveyance dated 14th Oct. 1956 and duly registered with the Office of the Sub-Registrar of Assurances at Mumbai under Sr. No. 7858 of 1956 and made between Bombay Housing Board therein called the Vendor of the One Part and The Hatkesh Co-operative Housing Society Ltd. (for short "the said Society") a Society registered under the Bombay Co-operative Societies Act, 1925 therein called the Purchaser of the Other Part, the said Society became entitled to all those pieces or parcels of Vacant land total admeasuring 61697 sq. yds. or thereabout bearing Survey No. 287 and Plot Nos. 3/1 to 3/5 of Village Vile Parle (West), Taluka Andheri in Mumbai Suburban

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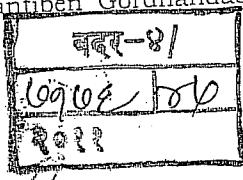
District and more particularly described in Schedule III thereunder written nevertheless subject to the payment of the balance of the cost of the land and the payment of liabilities however together with benefit of the common amenities and facilities of the roads and passages and on the terms and conditions recorded therein.

(2) The main objects of the said Society were to acquire such property and sub-divide into various plots and to allot the same to its members for construction of their residential premises thereon.

(3) Accordingly in accordance with the objects and Scheme formulated by the said Society, the said Society has sub divided the said property into various sub-plots and as such has formed a Scheme of a larger layout.

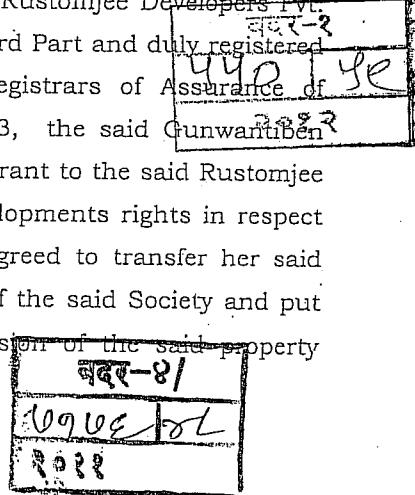
(4) During his life time, one Gordhanda M Kapadia was a member of the said Society and as such was holding 11 fully paid-up Shares of Rs. 50/- each of the said Society bearing Distinctive Nos. 32 to 42 (both inclusive) recorded in Share Certificate No. 4 issued by the said Society. In pursuance of an application made by him to the said Society, the said Society on or about 18<sup>th</sup> July, 1972 transferred the said Shares in favour of his wife Shri Gunvantiben Gordhandas Kapadia.

(5) In accordance with the rules and regulations of the said Society, the said Society agreed to allot Plot No. 3/1 bearing part of Plot bearing No. 3/1 to the said Gunvantiben - 2 Gordhandas Kapadia and accordingly by an Indenture of Lease dated 19<sup>th</sup> August, 1972 and duly made between the said Society thereon called the Lessor of the One Part and the said Mrs. Gunvantiben Gordhandas Kapadia therein



called the Lessee of the other part and duly registered with the office of the Sub Registrar of Assurance at Bandra under No. 1/830 of 1972 in Book No. 1, the said Society demises unto the said Mrs. Gunwantiben Gordhandas Kapadia the said Plot bearing No. 4 in perpetuity with effect from 14<sup>th</sup> October, 1956 together with the benefits of rights in common with the said Society and all the members of the Society and occupies of adjoining premises to use for all the purpose the roads and passages made or to be made hereafter however subject to yielding and paying during the said term lease rent and subject to the observance of various terms, conditions and covenants contained in the said indenture of Lease and which plot of land is more particularly described in the Schedule hereunder written and for short hereinafter referred to as "the said property". In accordance with the sanctioned plans, the said Mrs. Gunwantiben Gordhandas Kapadia constructed a building on the said Plot known as Suhera and had let out various flats therein to the monthly tenants subject to the terms and conditions recorded in the Agreement of Tenancy.

- (6) By a Development Agreement dated 28<sup>th</sup> August 2003 and made between the said Gunwantiben Gordhandas Kapadia as the owner of First Part, Mr. Rajesh Gordhandas Kapadia and Ms. Hema Gordhandas Kapadia as the Confirming Partoes of the Second Part and Rustomjee Developers Pvt. Ltd. as the Developers of the Third Part and duly registered with the Office of the Sub Registrars of Assurance of Bandra under No. 6057 of 2003, the said Gunwantiben Gordhandas Kapadia agreed to grant to the said Rustomjee Developers Pvt. Ltd. the developments rights in respect of the said property and also agreed to transfer her said shares and membership rights of the said Society and put the said developers into possession of the said property



together with the benefit of consumption of the FSI of outside Transferable Developments Rights in accordance with the provisions of Development Control Regulations, 1991 and subject to the rules and regulations of the said Society. The said Smt. Gunwantiben Gordandas Kapadia has also executed and delivered a Power of Attorney in favour of the said developers empowering them to do all such ministerial acts, deeds, matters and things in respect of the said property.

(7) The said Rustomjee Developers Pvt. Ltd. settled with the said tenants on the building on the said property and obtained vacant possession of the tenanted premises and have demolished the said building.

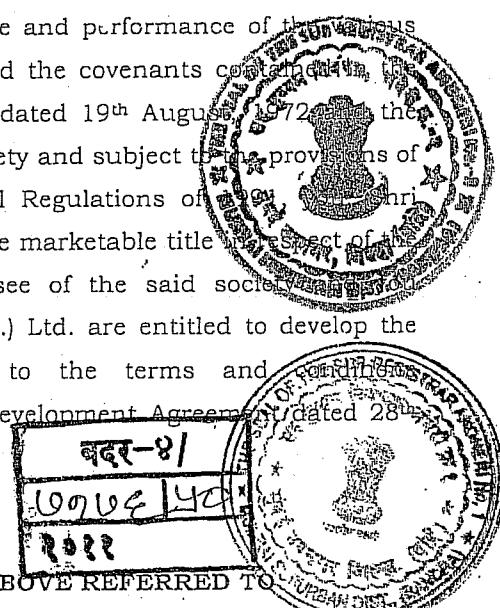
(8) The said Rustomjee Developers Pvt. Ltd. in pursuance of an order dated 30<sup>th</sup> March, 2007 passed by the High Court of Judicature at Bombay in Company Petition No. 71 of 2007, amalgamated into Keystone Realtors (Pvt.) Ltd. and as such you Keystone Realtors Pvt. Ltd. became entitled to all the benefits and the right, title and interest in the said Development Agreement dated 28<sup>th</sup> August, 2003 executed with the said Smt. Gunwantiben Gordandas Kapadia.

(9) By a Deed of Assignment dated 20<sup>th</sup> March, 2008 and made between Smt. Gunwantiben Gordandas Kapadia therein called the "Assignor" of the First Part, you Keystone Realtors (Pvt.) Ltd. as confirming party of the Second Part and you Mr. Chandresh Mehta as the Nominee/Assignee of the Third Part and duly registered with the Sub-Registrar of Assurances at Bandra - 1 under No. 2934 of 2008, the said Smt. Gunwantiben Gordandas Kapadia as the nominee of you Keystone Realtors (Pvt.) Ltd. transfer and assign all her

बद्र-४/
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leasehold rights under the said Indenture of Lease dated 19<sup>th</sup> August, 1972 in favour of you Mr. Chandresh Mehta for the consideration and on the terms and conditions recorded therein.

(10) In pursuance of an application made to the said Hatkesh Co-operative Housing Society, the said Society transfer the said shares in favour of you Mr. Chandresh Mehta.

(11) We have examined your title in respect of the said property. We have also caused our Search Clerk to take searches in the office of Sub-Registrar of Assurances. We have also published public notice in the local news papers and subject to the observance and performance of the various terms and conditions and the covenants contained in the said Indenture of Lease dated 19<sup>th</sup> August, 1972 and the bye-laws as the said Society and subject to the provisions of the Development Control Regulations of the State, Sri Chandresh D. Mehta have marketable title in respect of the said property as a Lessee of the said society. Keystone Developers (Pvt.) Ltd. are entitled to develop the said property subject to the terms and conditions mentioned in the said Development Agreement dated 28<sup>th</sup> August, 2003.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of leasehold land being plot No. 4 of the lay out of THE HATKESH CO-OPERATIVE HOUSING SOCIETY LTD. bearing City Survey No. 313 of Vile Parle (West), Taluka Andheri admeasuring 855.3 sq. mtrs. or thereabouts, situate, lying and being at Village Vile Parle (West), Taluka



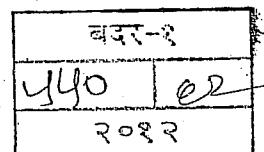
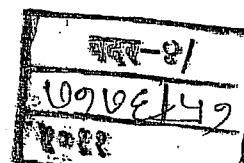
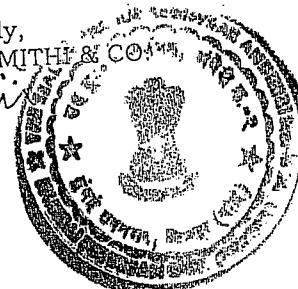
Andheri, in the Registration District and Sub-District of Mumbai  
City and Mumbai Suburban.

Dated this 15<sup>th</sup> day of July, 2008.

Yours faithfully,  
For PRAVIN MEHTA AND MITHI & CO.

*S. Mehta*

PARTNER.



BRI TO GM/M.



Tuesday, November 04, 2003  
3:09:57 PM

Original  
नोंदणी 39 म.  
Regn. 39 M

पावती

पावती क्र.: 9438

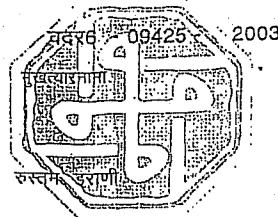
दिनांक 04/11/2003

गावाचे नाव दहिसर

दस्तऐवजाचा अनुक्रमांक

दस्ता ऐवजाचा प्रकार

सादर करणाराचे नाव: घोमन



नोंदणी फी

100.00

नवकल (आ. 11(1)), पृष्ठांकनाची नवकल (आ. 11(2)),  
रुजवात (आ. 12) व छायाचित्रण (आ. 13) -> एकत्रित फी (8)

160.00

एकूण

रु. 260.00

आपणास हा दस्त अंदाजे 3:24PM ह्या वेळेस मिळेल

दुर्यम निवधक

घोरीवली 3 (घोरीवली)

बाजार मुल्य: 1 रु. मोबदला: 0 रु. दुर्यम निवधक वरिवली-३  
भरलेले मुद्रांक शुल्क: 100 रु.

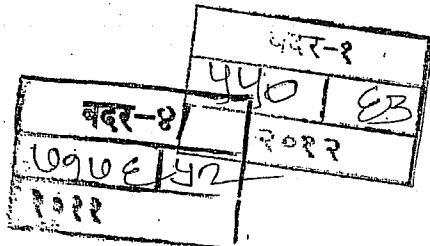
पूऱ्हई उपनगर जिल्हा.



DELIVERED  
D.L.H/HB

SARITA REPORTS VERSION 4.5.7

Designed & developed by C-DAC, Pune



100Rs



Compt. Stamps Office, Mumbai

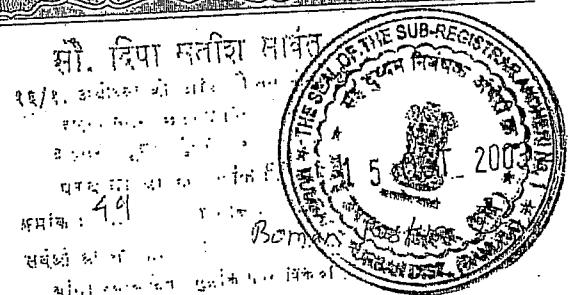
5 AUG 2003

Date.....

240 :-

SIRI P. M. Chinchwade  
Postage Office

सौ. विपा मत्तिश मार्वा



GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS I, BOMAN RUSTAM IRANI aged about 34 years, adult, Zoroastrian by faith, Indian Inhabitant, having my permanent residence at [redacted] address for correspondence at Ideal Farms, Jaywadi, Beavant Road, Dahisar West, Mumbai 400 068 do hereby

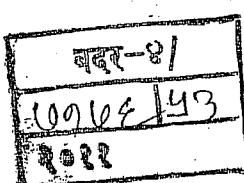
GREETINGS:-

WHEREAS I am the Director in various companies namely

- (1) M/s. Keystone Realtors Ltd. [Registration No. 11-942]



MR. BOMAN R. IRANI

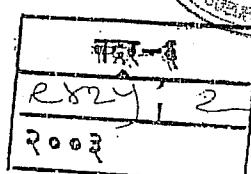
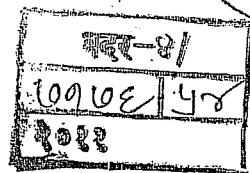
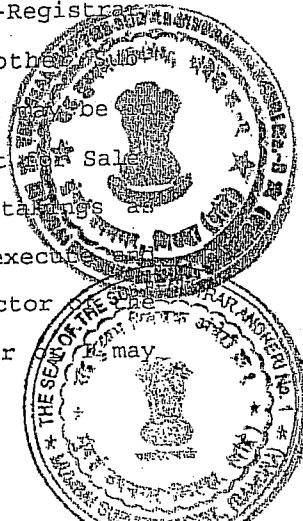
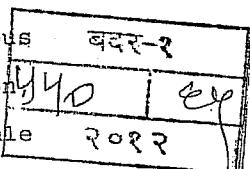


MRS. GEETA M. MONDKAR.

- (2) M/s. Brickworks Trading Pvt.Ltd.  
[Registration No.11-116403]
- (3) M/s.Rustomjee Developments Pvt. Ltd.  
[Registration No.V45201-MH 2001 PTC-132977]
- (4) M/s. Credence Property Developer Pvt.Ltd.  
[Registration No.11-96712]
- (5) M/s. Ashray Dwellers Pvt.Ltd.  
[Registration No.11-089819]
- (6) M/s. Rustomjee Landmark Construction Pvt.Ltd.  
[Registration No.11-108008]
- (7) M/s. Prism Realty Pvt.Ltd.  
[Registration No.V70100 MH 2003 PTC 141380]
- (8) M/s. Ircon Engineering Pvt.Ltd.  
[Registration No.11-127835]
- (9) M/s.. West Wood Realtors Pvt.Ltd.

and I am a Trustee of Rustom Irani Foundation and likely to be Director in many more companies to be formed and registered either in the State of Maharashtra and elsewhere in India.

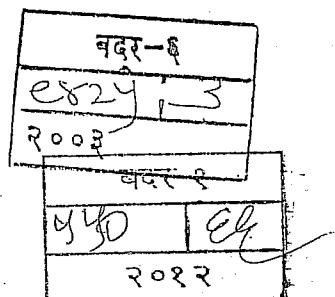
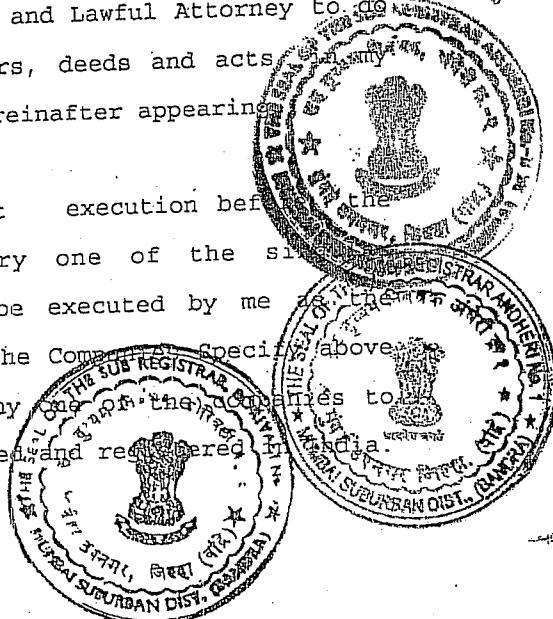
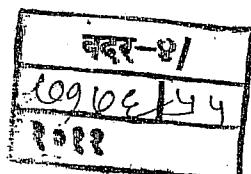
WHEREAS due to exigencies of meeting the schedules I am not in a position to attend personally to various assignments including the lodging, admission, registration and collecting Original Agreement for Sale duly registered at the Office of the Sub-Registrar Bandra Mumbai, and Fort Mumbai and any other office of the Registrar of Assurances in India as the case may be respect of the various and singular Agreement for Sale, Deed of Confirmation, Affidavits and Undertakings as may be required wherein I am present or the Director or Companies wherein I am present, the Director or may



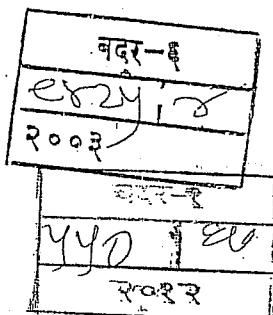
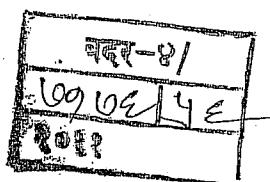
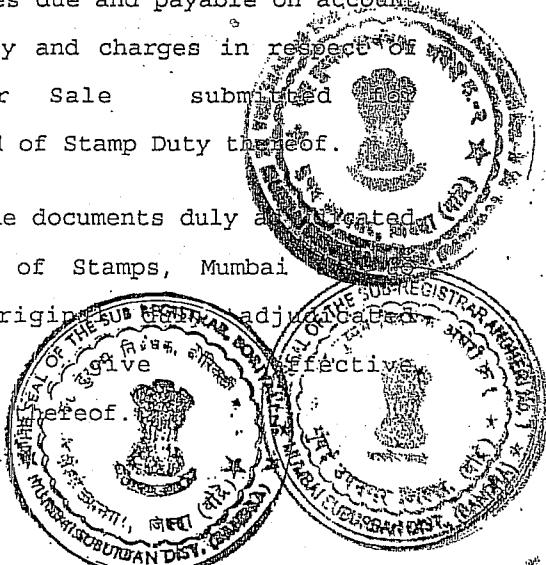
be the Director in any of the Companies to be formed, incorporated and registered in the State of Maharashtra and in any other State in Maharashtra.

WHEREAS I am desirous of appointing a fit and proper person as my true and lawful attorney to act and do all or any of the following things, matters, deeds and acts and as more fully and particularly setout hereinbelow and I hereby appoint, nominate, constitute, authorise and I have appointed, nominated, constituted and authorised MRS. GEETA MANOHAR MONDKAR, aged about 47 years, daughter of Shri. Bhagwan Damodar Mistry and wife of Dr. Manohar Gopal Mondkar, having her permanent residence and address for correspondence at Flat No.1301 Building No. 2C, Rustomjee Regency, Ideal Farm, Rustom Irani Marg, whose Signatures I have attested hereunder for proper and easy identification and whose photographs is also affixed hereto as a mark of identification as my True and Lawful Attorney to do all or any of things, matters, deeds and acts in my name and on my behalf, as hereinafter appearing.

1. To execute and admit execution before the Sub-Registrar, of every one of the six Agreements for Sale to be executed by me as the Director of any one of the Companies specified above and or as director of any one of the companies to be formed and incorporated and registered in India.



2. To appear before the Sub-Registrar of Assurances Bandra, Mumbai and or Fort, Mumbai and or any other Sub-Registrar concerned and to admit execution of the Agreement for Sale for and on my behalf as the Director of the Companies specified above and or as the Director of the Companies to be formed and registered in the State of Maharashtra or elsewhere in India.
3. To apply for and receive certified copies of the documents, Index-II Certificate and receive back the duly registered Original Documents for and on my behalf and to give effectual discharge or acknowledgement to receipt of such documents and or copies.
4. To apply for and to receive refund of Stamp Duty and or any other charges due and payable on account of Refund of Stamp Duty and charges in respect of the Agreement/s for Sale submitted for cancellation and refund of Stamp Duty thereof.
5. To apply for and get the documents duly authenticated by the Superintendent of Stamps, Mumbai and receive back the Originals adjusted to the payment of the fees and give effective receipt/acknowledgement hereof.



6. To complete every formality for registration of any document or agreement or indenture wherein I sign as the Director of the Company.
7. I hereby undertake to ratify each and every one of the acts, deeds or things which the Attorney may do or cause to be done under the powers herein granted.
8. I have lodged this General Power of Attorney for due registration at the Office of the Sub-Registrar, Bandra, Mumbai.

Dt. 16/10/03

MRS. GEETA MANOHAR MONDKAR

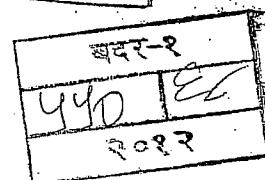
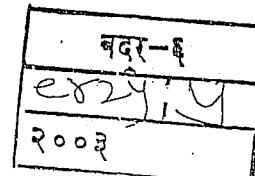
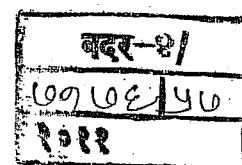
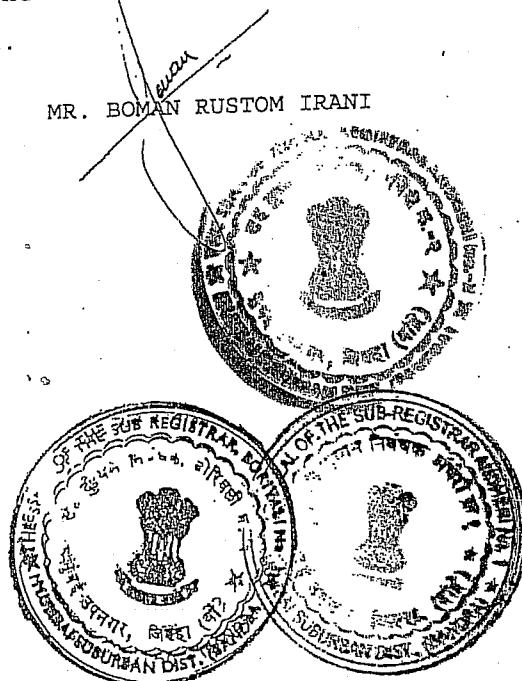
[Specimen Signature of Attorney attested by me]

MR. BOMAN RUSTOM IRANI

Identified by us

ARS & ASSOCIATES  
ADVOCATES, HIGH COURT  
POST BOX NO. 8241  
FLAT A-10, POKAR KUNJ  
OPP.: RAILWAY STATION  
DAHISAR [W] MUMBAI  
PIN : 400 068, INDIA  
PHONE: [022] 28936152  
MOBILE: 98214 86677

MR. BOMAN RUSTOM IRANI



04/11/2003 दुर्यम निवंधकः  
3:11:31 pm घोरीवली 3 (घोरीवली)

## दस्त गोषवारा भाग-1

बदर६  
दस्त क्र 9425/2003

दस्त क्रमांक : 9425/2003

दस्ताचा प्रकार : मुख्यारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव घोरा सरतम इराणा

पत्ता: घर/फ्लॅट नं. -

गल्ली/रस्ता: -

ईमारतीचे नाव आप डी एल फार्म

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: दहीसर (प)

तातुका: -

पिन: 68

लिहन देणार

वय 34

सही



2 नाव गीता भोहर मोडकर

पत्ता: घर/फ्लॅट नं. -

गल्ली/रस्ता: -

ईमारतीचे नाव सरतमजी रिजन्सी

ईमारत नं: -

पेट/वसाहत: आप डी एल फार्म

शहर/गाव: दहीसर (प)

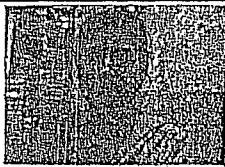
तातुका: -

पिन: 68

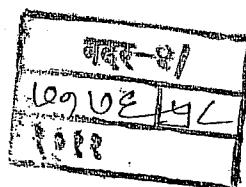
लिहन घेणार

वय 47

सही



बदर-६

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२००३

बदर-१

४४७ | E  
२०१२

दस्तऐवज करने देणार तथाकथीत [मुख्यारनामा] दस्तऐवज करने दिल्याचे कृत करतात.

1 OF 1

दस्त गोपवारा भाग - 2

बद्र6

दस्त क्रमांक (9425/2003)

दस्त क्र. [बद्र6-9425-2003] चा गोपवारा  
गांजार मुत्य : १ मोयदला ० भरलेले मुद्राक शुल्क : 100

दस्त हजर केल्याचा दिनांक : 04/11/2003 03:07 PM  
निष्पादनाचा दिनांक : 16/10/2003  
दस्त हजर करणा-याची सही :

दस्ताचा प्रकार : 4B) मुख्यारनाम  
शिक्षा क्र. 1 ची वेळ : (सादरीकरण) 04/11/2003 03:07 PM  
शिक्षा क्र. 2 ची वेळ : (अंगी) 04/11/2003 03:10 PM  
शिक्षा क्र. 3 ची वेळ : (कवुत्ती) 04/11/2003 03:10 PM  
शिक्षा क्र. 4 ची वेळ : (ओळखा) 04/11/2003 03:10 PM

दस्त नोंद केल्याचा दिनांक : 04/11/2003 03:10 PM

ओळख :  
खालील इसम असे नियेदीत करतात की, ते दस्तपत्राचा दणाखाण यांचा अल्पांतर  
व त्यांची ओळख पटविणात.  
1) संदीप - गावडे, घर/फ्लॅट नं : -  
गल्ती/इस्ता : -  
ईमारतीचे नाव : आय डी एल कार्म  
ईमारत नं : -  
पेट/वसाहत : -  
शहर/गाव : दहीसर (प)  
तालुका : -  
पिन : 68  
2) आनंद - जोशी, घर/फ्लॅट नं : वरीलप्रमाणे  
गल्ती/इस्ता : -  
ईमारतीचे नाव : -  
ईमारत नं : -  
पेट/वसाहत : -  
शहर/गाव : -  
तालुका : -  
पिन : -

दु. निवडकाची सही, वोरीवली 3 (वोरीवली)

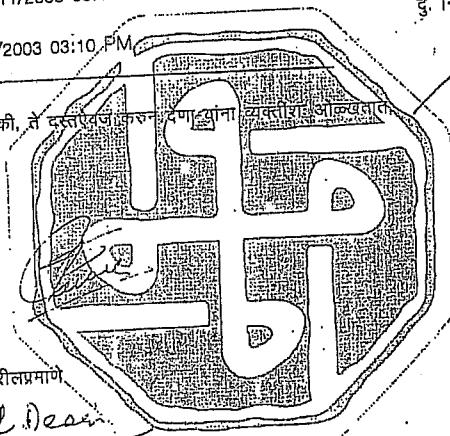
पावती क्र.: 9438 दिनांक: 04/11/2003

पावतीचे वर्णन  
नाव: वोरन रस्तम इराणी

100 : नोंदणी फी  
160 : नवकल (अ. 11(1)), पृष्ठाकनाची नवकल  
(अ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

260: एकूण

दु. निवडकाची सही, वोरीवली 3 (वोरीवली)



बद्र-६	
ezzy	U
2003	

मानांकित करण्यात येती झी या  
दस्तावेजांचा राशी असौं पासे आहै

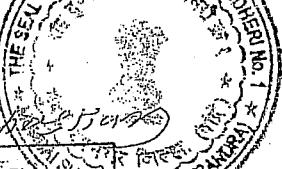
ज्ञान, मुख्यमंत्री नियंत्रक श्री राजीव गांधी के  
सुपूर्वी उपचायक शिस्तां

बद्र-४
109 U E 14 e
1028

मुस्तक क्रमांक १ क्रमांक घर  
नोंदाता : २१११११००३  
दिनांक :

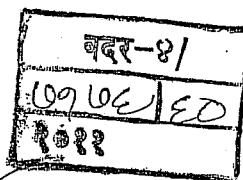
सह दुसऱ्यांचे नियंत्रक वोरीवली व  
सुपूर्वी उपचायक शिस्तां

1010	100
2022	

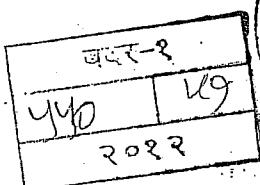


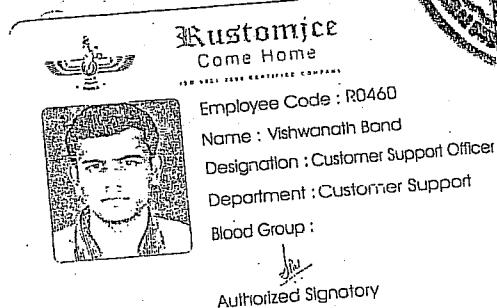
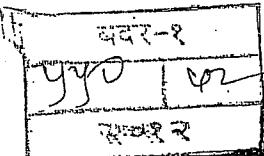
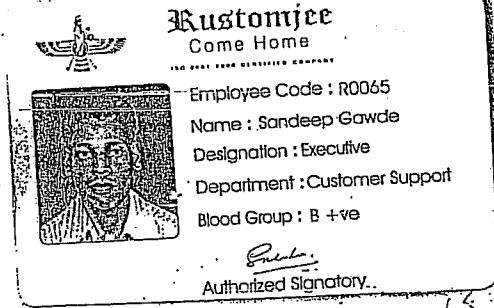
घोषणापत्रं २२

मी अमिताब गोता मीडकर याव्हारे घोषित करतो की, दुर्घटना मीडकर याव्हारे घोषित करतो की, यांचे कार्यालयात ठश्यामा या शिर्षकांचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री बोमन द्विराठी व इतर यांनी दि. ५।८।१०३ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे /निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दवातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथ्यांच्या गढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्येकांसाठी सावधान याची मला जाणीव आहे.



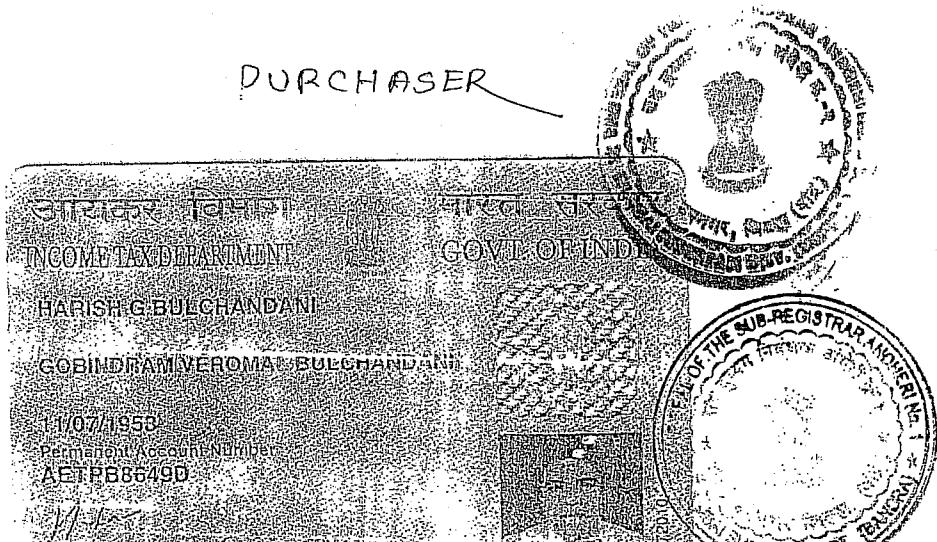
कुलसुखत्यारपत्रधारकाचे नावे





बदर-१

MYO	U3
प्राप्ति का	



बदर-१

LOG LOG	E2
R 322	



03/08/2011

दुच्यम निबंधकः

12:56:36 pm

अंधेरी 2 (अंधेरी)

## दस्त गोषवारा भाग-1

बद्र4

दस्त क्र 7176/2011

E3188

दस्त क्रमांक : 7176/2011

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव: हारेष जो.बुलचदानी - -  
 पत्ता: घट/फॉट नं: 513, काकड मार्केट , 306, लिहन घेणार  
 काळ्यादेवी रोड मु 02  
 गल्ली/खाली: AETPB8694D  
 ईमारतीचे नाव -  
 ईमारत नं: --  
 पेठ/वसाहत: -  
 शहर/गाव:-  
 तालुका: -  
 पिन: -  
 प

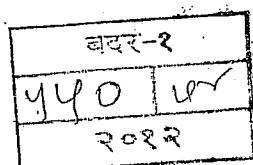
वय 58  
 सही



खालील 1 पक्षकारांची कबुली उपलब्ध नाही.

अनु क्र. पक्षकाराचे नाव

2 फिस्टोन रिजिस्टर्स प्रा लि चे संचालक वोमन इराणी तर्फ मुख्यार गीता मोळकर - -



दस्त गोषवारा भाग - 2

बदर4

दस्त क्रमांक (7176/2011)

६३१६६

दस्त क्र. [बदर4-7176-2011] चा गोषवारा  
बाजार मुल्य : 32583000 मोबदला 31500000 भरलेले मुद्रांक शुल्क : 1611800

दस्त हजर केल्याचा दिनांक : 03/08/2011 12:49 PM  
निष्पादनाचा दिनांक : 05/07/2011  
दस्त हजर करणा-याची सही :

दस्ताचा प्रकार : 25) करारनामा  
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 03/08/2011 12:49 PM  
शिक्का क्र. 2 ची वेळ : (फ्री) 03/08/2011 12:56 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज दरमा देणा यांना व्यवस्थापन ओळखात,  
व त्यांची ओळख पटवितात.

1) गावडे संदिपण -- , घर/प्लॅट नं: आयडीएल प्राई दाहिन्यार मु-

गली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: --

पेट/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -

2) विश्वनाथ बंड -- , घर/प्लॅट नं:

गली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: --

पेट/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -

पावती क्र.: 7202 दिनांक: 03/08/2011

पावतीचे वर्णन

नाव: हरिष जी. बुलवंदानी - -

30000 : नोंदणी फी

1280 : नक्कल (अ. 11(1)), पृष्ठांकनाची  
नक्कल (अ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

31280: एकूण

दु. निवंधकाची सही, अंधेरी 2 (अंधेरी)



बदर-२
५५०   ५५
२०१२



08/08/2011

2:57:32 pm

दुर्घम निवंधकः  
अंधेरी 2 (अंधेरी)

## दस्त गोषवारा भाग-1

वदर4

दस्त क्र 7176/2011

६४ | ६८

दस्त क्रमांक : 7176/2011

दस्तावच प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

2 नाव: फिल्स्टोन रिगलट्स प्रा लि चे संचालक बोमन इराणी लिहून देणार  
 नार्थ मुख्यार गीता मॉडकर  
 पत्ता: घर/फ्लॅट नं: 702, नटराज, एम व्ही रोड, वय  
 जंश्वरन अंधेरी पू. मु.  
 गल्ली/रस्ता: -  
 ईमारतीचे नाव: -  
 ईमार

सही



दस्त-१	
५५०	६८
२०१२	

दस्त गोषवारा भाग - 2

वदर4

दस्त क्रमांक (7176/2011)

*EEL 88*

दस्त क्र. [वदर4-7176-2011] चा गोषवारा  
वाजार मुल्य : 32583000 मोबादला 31500000 मरलेले मुद्रांक शुल्क : 1611800

दस्त हजर केल्याचा दिनांक : 03/08/2011 12:49 PM  
निष्पादनाचा दिनांक : 05/07/2011  
दस्त हजर करणा-याची सही :

दस्ताचा प्रकार : 25) करारनामा

शिवका क्र. 1 ची वेळ : (सादरीकरण) 03/08/2011 12:49 PM  
शिवका क्र. 2 ची वेळ : (झी) 03/08/2011 12:56 PM (कार्याही पूर्ण)  
शिवका क्र. 3 ची वेळ : (कबुली) 08/08/2011 02:57 PM  
शिवका क्र. 4 ची वेळ : (ओळख) 08/08/2011 02:57 PM

दस्त नोंद केल्याचा दिनांक : 08/08/2011 02:57 PM

पावती क्र.: 7202 दिनांक: 03/08/2011

पावतीचे वर्णन

नाव: हरिष झी.बुलचंदानी - -

30000 : नोंदणी फी

1280 : नक्कल (अ. 11(1)), पृष्ठांकनाची  
नक्कल (अ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

31280: एकूण

द. निबंधकाची सही, अंधेरी 2 (अंधेरी)

ओळख :

खालील इसम असे निवेदीत करतात की, तो उत्तराधिकार देण्यानंगाचा व्यवस्थाशः ओळखतात,  
व त्याची ओळख पटवितात.

1) गवडे सदिप --- , घर/फ्लॅट नं: सदरुकांक फाट दहिसर मु-

गल्ली/रस्ता:-

ईमारतीचे नाव:-

ईमारत नं: --

पेठ/वसाहत:-

शहर/गाव:-

तालुका:-

पिन:-

2) विश्वनाथ बंड --- , घर/फ्लॅट नं: सदरुकांक

गल्ली/रस्ता:-

ईमारतीचे नाव:-

ईमारत नं: --

पेठ/वसाहत:-

शहर/गाव:-

तालुका:-

पिन:-

द. निबंधकाची सही  
अंधेरी 2 (अंधेरी)

निवेदित करणेत येते की, या  
दस्तामध्ये एकूण ...दृष्ट...पाचे आदिषा.  
दस्तामध्ये एकूण ...दृष्ट...पाचे आदिषा.

मु. दुर्घाम निवंधक, अंधेरी क. क.  
साह. दुर्घाम निवंधक, अंधेरी क. क.  
दुर्घाम निवंधक, अंधेरी क. क.

वदर-४/ ८९५६/२०११

पुस्तक नं. १, नामांकन .....वर

नोंदवाणी: ०८१८ २०११

दिनांक: ०८१८ २०११

मु. दुर्घाम निवंधक, अंधेरी क. क.  
साह. दुर्घाम निवंधक, अंधेरी क. क.

वदर-१	८५०	८६१
८५०	८६१	२०१२





दुर्घट निवंधक: अंधेरी 2 (अंधेरी)

दस्तग्रहांक व वर्ग: 7176/2011

Monday, August 08, 2011  
2:58:02 PM

सूची क्र. दोन INDEX NO. II

नॉंदणी 63 म.

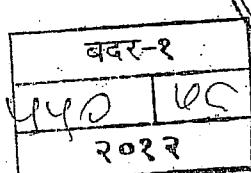
Regn. 63 m.e.

गावाचे नाव: विलेपार्ले

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा  
व बाजारभाव (भाडेटट्याच्या)  
वावतीत पटटाकार आकारणी देतो  
की पटटेदार ते नमूद करावे) मोबदला रु. 31,500,000.00  
बा.मा. रु. 32,583,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (1) सिटिएस क्र.: 313 वर्णन: सदनिका क्र 201, 2 रा मजला, रुस्तमजी मिरोक, विलेपार्ले प  
असल्यास)  
मु., वाहनतळ क्र बेसमेन्ट नं 7 व 7 ओ
- (3) क्षेत्रफल (1) 218.36 चौ मी बांधीव
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्काकाराचे व संपूर्ण पत्ता नाव किंवा दिवापी न्यायालयाचा हुक्मनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता
- (6) दस्तऐवज करून देण्या-या पक्काकाराचे नाव व संपूर्ण पत्ताकिंवा दिवापी न्यायालयाचा हुक्मनामा किंवा आदेश असल्यास, वादीच्यांना व संपूर्ण पत्ता
- (7) दिनांक करून दिल्याचा 05/07/2011
- (8) नॉंदणीचा 08/08/2011
- (9) अनुक्रमांक, खंड व पृष्ठ 7/16/2011
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 1611750.00
- (11) बाजारभावाप्रमाणे नॉंदणी रु 30000.00
- (12) शेरा



*dhmm*  
श. दुर्घट निवंधक अंधेरी-२  
संघर्ष उपचारांग जिरेस.



बदर-१

450 45

2011



दुर्योग निवेदक: अंधेरी 1 (बांद्रा)

दस्तक्रमांक व वर्ष: 6057/2003

Wednesday, January 11, 2012

6:09:46 PM

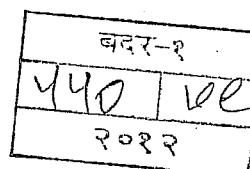
सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e.

ग्राहकाचे नाव: विलेपार्ले

- (1) विलेपार्ले प्रकार, मोबदल्याचे स्वरूप करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख व बाजारभाव (भाडेपटटचाच्या वावतीत पटटाकार आकारांमधील देतो की पटटेदार ते नमूद करावे) मोबदला रु. 24,100,000.00 या.मा. रु. 50,805,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (1) सिटिएस क्र.: 313 वर्णन: जमिन व बांधकाम फ्लॉट नं. 4 हटकेश को ओप हो सोसा (असल्यास)
- (3) क्षेत्रफल (1) 855.3 चौ गी
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाऱी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) गुणवंतीबोग, गोरघनवास कपाडीया; घर/फ्लॉट नं: 6; गल्ली/रस्ता: गिळ्य रोड; ईमारतीचे नाव: जिंजात, इमारत नं: -; पेठ/वसाहत: -; शहर/गाव: मुं; तालुका: -; पिन: 6; पैन नम्बर: -.
- (2) गुणवंतीबोग, गोरघनवास कपाडीया, घर/फ्लॉट नं: 9; गल्ली/रस्ता: पेढर रोड; ईमारतीचे नाव: मुडलंड, इमारत नं: -; पेठ/वसाहत: -; शहर/गाव: मुं; तालुका: -; पिन: 26; पैन नम्बर: -.
- (3) हेमा, गोरघनवास कपाडीया; घर/फ्लॉट नं: गोरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; इमारत नं: -; पेठ/वसाहत: -; शहर/गाव: मुं; तालुका: -; पिन: -; पैन नम्बर: -.
- (4) राजसुजी डहळी लिंग च सचालक वामन इशारी हे स्वतःकरीता; घर/फ्लॉट नं: -; गल्ली/रस्ता: जयवलवाहत मार्ग, इमारतीचे नाव: न्यायडीयल फार्म; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: दहिसारी; तालुका: -; पिन: 68; पैन नम्बर: -.
- (6) दस्तऐवज करून देण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाऱी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वारोतीचे नाव व संपूर्ण पत्ता (1)
- (7) दिनांक करून दिल्याचा 28/08/2003
- (8) नोंदणीचा 08/09/2003
- (9) अनुक्रमांक, खंड व पृष्ठ 6057 /2003
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु. 508050.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेरा





दुर्योग निवेदक: अंधेरी १ (बांद्रा)

दस्तक्रमांक व वर्ष: 2934/2008

Wednesday, January 11, 2012

6:10:06 PM

नोंदणी ६३ म.

Regn. ६३ m.e.

## सूची क्र. दोन INDEX NO. II

गावाचे नाव : विलेपार्ले

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप अभिहस्तात्तरणपत्र

व बाजारभाव (भाडेटट्याच्या  
वावतीत पटटाकार आकारणी देतो  
की पटटेवार ते नमूद करावे) मोबदला रु. 24,100,000.00  
वा.भा. रु. 70,408,296.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक  
(असल्यास)

(1) सिटीएस क्र.: 313 वर्णन: विभागाचे नाव - विलेपार्ले पश्चिम (अंधेरी), उपविभागाचे नाव - ३७/१९० - भुमाग: उत्तरेस गावाची हड्ड, पुरेस स्वामी विषेकानंद रोड, दक्षिणेस वैँकुंठलाल मेहता  
मार्ग व परिवेस गावाची हड्ड, सदर मिळकत सि.टी.एस. नंबर - ३१३ मध्ये आहे.  
जमीन - "हटकेश को ऑप हौ सोसा लि.", मोकळी जागा क्षेत्र - ८५५.३ चौरस मीटर, प्लॉट क्र.

4

(1)मिळकतीचे एकुण क्षेत्रफळ ८५५.३ चौ.मी. आहे.

(3)क्षेत्रफळ

(4) आकारणी किंवा जुडी देण्यात  
असेल तेह्वा

(1)-

(5) दस्तऐवज करून देण्या-या

पक्षकाराचे व संपूर्ण पत्ता नाव किंवा  
दिवाणी न्यायालयाचा हुक्मनामा  
किंवा आदेश असल्यास, प्रतिवादीचे  
नाव व संपूर्ण पत्ता

(1) शुण्यवृत्ताबृत गोरघंदार कपाडीया तारीख्यार बोमन इराणी तर्फे मुख्यत्यार गीता मोऱकर -  
घर/फ्लॅट नं. तिशात, २रा मजला, वैँकुंठलाल क. ६, लिटील गिझ रोड, मुं - ०८; गल्ली/रस्ता:  
मार्ग: उत्तरेस गावाची हड्ड, सदर मिळकत सि.टी.एस. नंबर: -; पेटवसाहत: शहर/गाव: -; तालुका: -; पिन: -; पैन  
नम्बर: -

(2) किस्ती व रिअलटरी या तिंची संचालक पत्ती चौधरीतर्फे मुख्यत्यार गीता मोऱकर - -;  
घर/फ्लॅट नं: -; गल्ली/रस्ता: -; इमारतीचे नाव: शायडीएल फार्म ; ईमारत नं: -; पेटवसाहत:  
शहर/गाव: दहीसरी तालुका: -; पिन: ६८; पैन नम्बर: AAACK 2499 Q .

(3) ज्ञानेशी महता तारीख्यार गीता मोऱकर  
मजला: विसलरी कंप्युटर, वेस्टनेशनप्रेस हायवे अंधेरी (प) मुं ९९; गल्ली/रस्ता: -; ईमारतीचे  
नाव: -; ईमारत नं: -; पेटवसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पैन नम्बर: AAEPM  
नम्बर: ९६९४.०

(6) दस्तऐवज करून घेण्या-या

पक्षकाराचे नाव व संपूर्ण पत्ता किंवा  
दिवाणी न्यायालयाचा हुक्मनामा  
किंवा आदेश असल्यास, वार्दीचे नाव  
व संपूर्ण पत्ता

(1) ज्ञानेशी महता तारीख्यार गीता मोऱकर  
मजला: विसलरी कंप्युटर, वेस्टनेशनप्रेस हायवे अंधेरी (प) मुं ९९; गल्ली/रस्ता: -; ईमारतीचे  
नाव: -; ईमारत नं: -; पेटवसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पैन नम्बर: AAEPM  
नम्बर: ९६९४.०

(7) दिनांक करून दिल्याचे

17/03/2008

(8) नोंदणीचा

18/03/2008

(9) अनुक्रमांक, खंड व पृष्ठ

2934/2008

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

रु 3520425.00

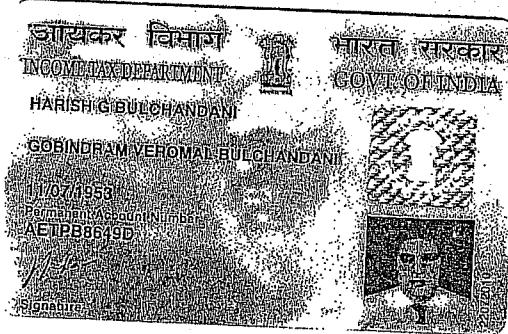
(11) बाजारभावाप्रमाणे नोंदणी

रु 30000.00

(12) शेरा

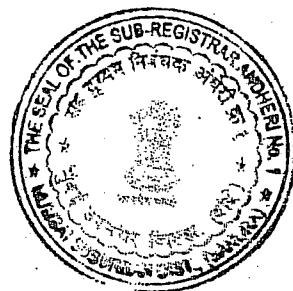
बद्र-१	
५५०	८०
२०१२	

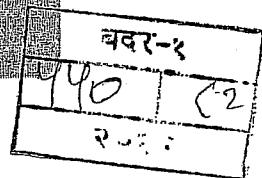
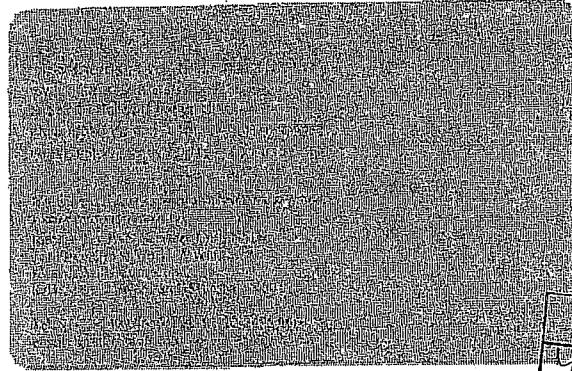
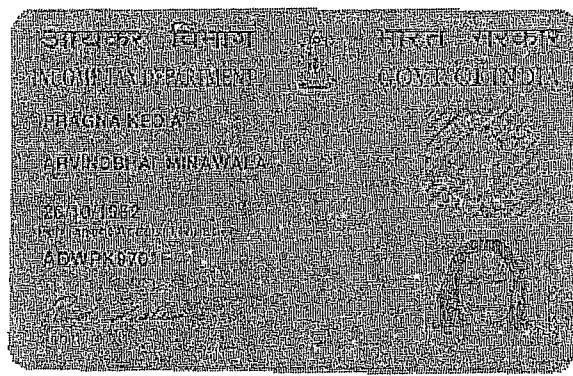


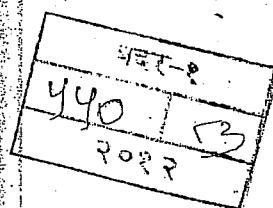
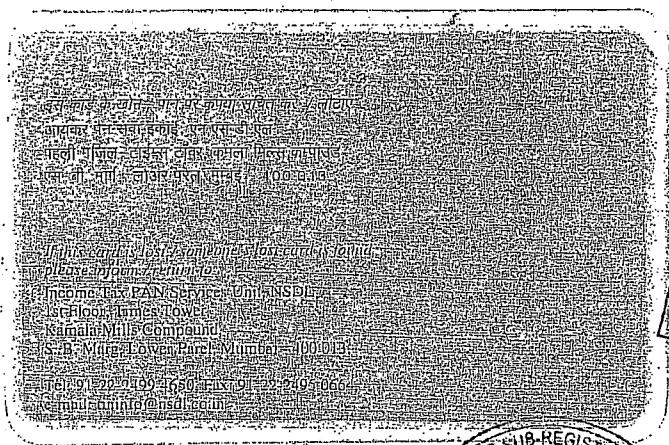
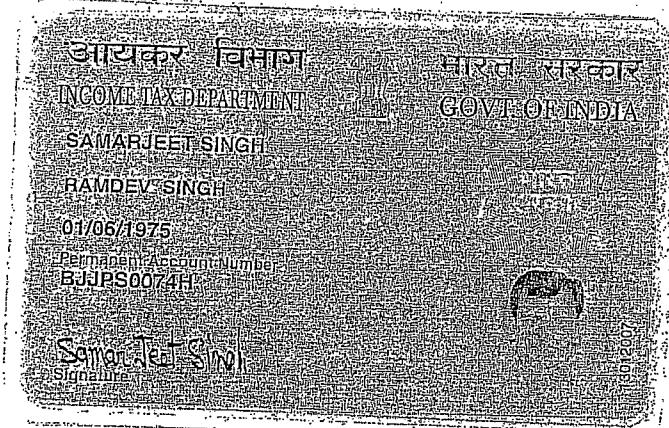


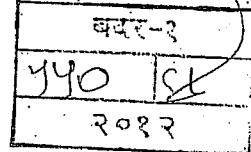
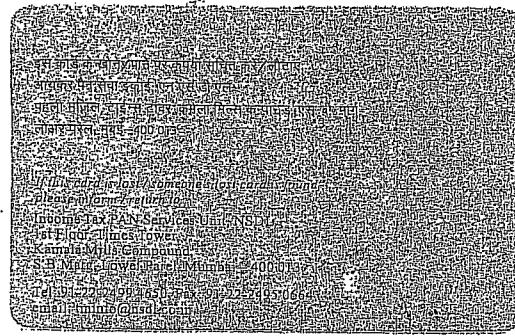
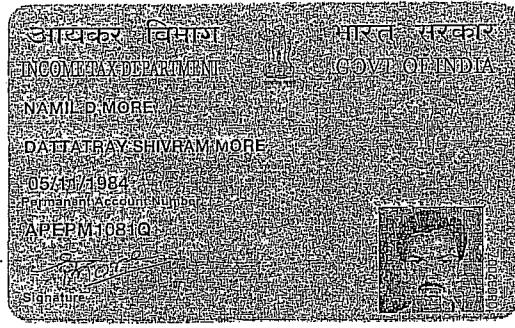
बद्र-१

५५०	५९
२०१२	









# HIGH COURT, BOMBAY

0591826

## IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

COMPANY PETITION NO.71 OF 2007  
COMPANY PETITION NO.72 OF 2007  
COMPANY PETITION NO.73 OF 2007  
COMPANY PETITION NO.74 OF 2007  
COMPANY PETITION NO.75 OF 2007  
COMPANY PETITION NO.76 OF 2007  
COMPANY PETITION NO.77 OF 2007

In the matter of Composite Scheme  
of Arrangement amongst Brickswork  
Trading Pvt. Ltd. & Ors.

Brickswork	Trading	Pvt. Ltd.
Icon	Engineering	Ltd.
Prism	Realty	Ltd.
Kastamjee	Landmark	Pvt. Ltd.
West	Construction	Pvt. Ltd.
Keystone	Wood	Pvt. Ltd.
Realty Pvt. Ltd.	Realtors	Pvt. Ltd.
		Petitioners

Mr. Shyam Diwan 1/6, M/S. Rajesh Shah for the  
Petitioners.

Ms. Madhuri Gaikwad, Regional Director.

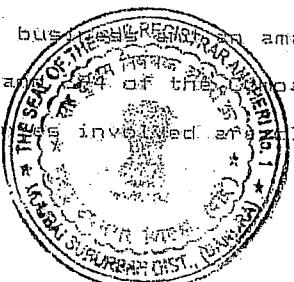
CORAM : DR. D.Y.CHANDRACHUD, J.

30th March 2007. कदम-१

P.L.C. #

440	54
2012	

The sanction of the Court is sought to a  
Composite Scheme of Arrangement involving a  
demerger of financing business (through amalgamation)  
under Sections 391 and 394 of the Companies Act,  
1956. All the companies involved are closely held



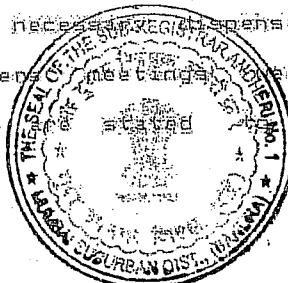
# HIGH COURT, BOMBAY

0591827

private limited companies. The scheme contemplates that the Finance divisions of the following companies viz. (i) Brickswork Trading Pvt. Ltd., (ii) Iron Engineering Pvt. Ltd., (iii) Prism Realty Pvt. Ltd., (iv) Rustomjee Landmark Construction Pvt. Ltd., and (v) Keystone Realtors Pvt. Ltd. would stand transferred to and vest in Atticland Trading Company Pvt. Ltd. The residual undertaking of (i) Brickswork Trading Pvt. Ltd., (ii) Iron Engineering Pvt. Ltd., (iii) Prism Realty Pvt. Ltd. and (iv) Rustomjee Landmark Construction Pvt. Ltd. would stand transferred to and vest in Keystone Realtors Pvt. Ltd. The real estate undertaking of ~~(i) Atticland Development Pvt. Ltd., (ii) Westwood Realtors Pvt. Ltd. and (iii) Keystone Realty Pvt. Ltd.~~ would stand transferred to and vest in Keystone Realtors Pvt. Ltd.

चंद्र-१	440	८८
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2. Counsel for the Petitioner states that all the shareholders have consented to the scheme in pursuance of which necessary dispensations from convening shareholders' meetings were granted. Individual notices have been



0591828

## HIGH COURT, BOMBAY

presented to all the secured and unsecured creditors. No objection has been passed before the Court to the scheme of arrangement.

3. The Regional Director has stated before the Court, that there is no objection to the scheme and the scheme is not contrary to public interest. The Official Liquidator has also not objected to the scheme. On the state of the record as it stands and in the absence of any objection to the scheme, there is no reason why the scheme as proposed should not be sanctioned. There is no material to indicate that the scheme is contrary to law or the public interest.

4. In these circumstances, since there has been no objection to the scheme and since the requisite statutory compliances have been made, there is no reason why the scheme should not be sanctioned. The Company Petitions are made absolute in terms of prayer clauses (a) to (d).

THE  
HIGH COURT OF BOMBAY  
SUBURBAN DISTRICT  
SECTION 442  
Date 14/10/2012  
Case No. 140 (b)

TRUE COPY  
By *[Signature]* *(S. D. Naik)*

M. D. NAIVEKAR  
COMPANY REGISTRAR  
HIGH COURT (O.S.)  
BOMBAY

TRUE COPY  
Section 442  
High Court Appellate  
Bombay.

MUNICIPAL CORPORATION OF GREATER MUMBAI

No: CE/8716/WS/AK

1 AUG 2011

FULL OCCUPATION CERTIFICATE

To:

Shri. Chandresh Mehta (Owner)  
Rustomjee, JMC House,  
Bisleri Compound, Western Express Highway,  
Andheri (East),  
Mumbai - 400099.

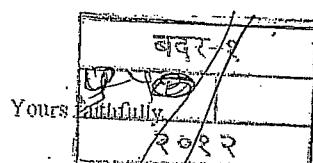
Ex. Engineer-Bldg. Proposals (W.S.)  
H and K Wards  
Municipal Office, P. K. Phata, Marg,  
Bandra (West), Mumbai - 400050.

Sir:

The full development work of residential building comprising of Basement + Stilt for parking + 1<sup>st</sup> to 9<sup>th</sup> + 10<sup>th</sup> (Pt.) for residential use + 11<sup>th</sup> floor for service floor, on plot bearing CTS No. 313, Plot No.4, of Village Vileparle (West), situated at N.S.Road No.6, J.V.P.D. Scheme, Vileparle (West), Mumbai is completed under the supervision of Shri. Kinner Nayak, Licensed Architect, License No. CA/90/13298 may be occupied on the following condition :-

- That the certificate under section 270-A of M.M.C. Act shall be obtained from H.E. and a certified true copy of the same shall be submitted to this office within three months from the date of issue of occupation certificate.

A set of certified completion plan is attached herewith.



Executive Engineer (Bldg. Proposals)  
Western Subs. [K] Ward.

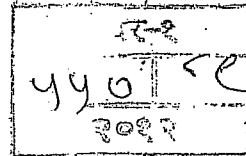
Certified True Copy

*Savant*  
for (Manish D. Savant)  
Architect



Dated: 09/01/2012

To,  
Mr. Harish Bulchandani  
513, Kakad Market,  
306, Kalbadevi Road,  
Mumbai – 400 002.



Dear Sir,

**Re: Residential Flat No. 201 on 2<sup>nd</sup> Floor, in the building known as "Rustomjee Ciroc", situated at Vile Parle (West)**

**Sub: Consent for Transfer**

1. We refer to your letter dated 05<sup>th</sup> January, 2012 seeking our consent/no objection for transfer/assignment in favour of the Mrs. Pragna Kirti Kedia all your rights under the said Agreement for Sale dated 05<sup>th</sup> July, 2011 in respect of the aforesaid Residential Flat No. 201 on 2<sup>nd</sup> Floor, in Rustomjee Ciroc Building, Situated at Vile Parle (West) admeasuring about 1958 sq. ft. (carpet area).
2. We note that the Intending Purchaser Mrs. Pragna Kirti Kedia have agreed and undertaken to assume your obligations as the Original Purchasers under the said Agreement for Sale dated 05<sup>th</sup> July 2011 and be bound by the terms and conditions thereof.
3. Relying upon the aforesaid representations and subject to the conditions given below, we have to convey you our consent/no objection to the assignment in favour of the Intending Purchaser Mrs. Pragna Kirti Kedia your rights under the said Agreement for Sale dated 05<sup>th</sup> July 2011 in respect of the said Residential Flat:-

81

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**KEYSTONE REALTORS PVT. LTD.**

Corp. & Reg. Office : 702, NATRAJ, M. V. Road Junction, Western Express Highway, Andheri (East), Mumbai - 400 069. Tel.: +91 - 22 - 6676 6888 • Fax: +91 - 22 - 6676 6999.  
E-mail: [comehome@rustomjee.com](mailto:comehome@rustomjee.com) • Website : [www.rustomjee.com](http://www.rustomjee.com)



- a) The Intending Purchaser confirming that he/she/they shall be bound and undertake to observe and perform all the terms and conditions and obligations of the Original Purchasers under the said Agreement for Sale.
  - b) The Intending Purchaser confirming that he/she/they shall agree and undertake to pay all the amounts including balance consideration and/or any other amounts payable by the Original Purchasers under the said Agreement for Sale.
  - c) The Intending Purchaser confirming that he/she/they shall join in the formation of the ultimate organization (Co-operative Housing Society or Limited Company) as and when the same is formed.
  - d) The certified copy of the duly stamped and registered documents assigning you right under the said Agreement for Sale in favour of the Intending Purchaser is furnished to us within 60 days from the date hereof.
4. This consent/no objection shall be valid for a period of 60 days from the date hereof and upon the expiry thereof shall automatically stand revoked/canceled and of no consequence unless, prior thereto, all the conditions set out in the aforesaid paragraph are, to our satisfaction, complied with.
5. We have to request you to acknowledge the receipt hereof in token of acceptance of the terms aforesaid. We have to also request you to obtain and send us a written confirmation of the Intending Purchaser accepting the terms of consent hereof.

Thanking you,

Yours faithfully  
For Keystone Realtors Pvt. Ltd.

Authorized Signatory



बदर-१

14/01/2012

13/01/2012 दुर्घम निवंधकः  
1:20:49 pm अंधेरी 1 (बांद्रा)

## दस्त गोषवारा भाग-1

बद्रा  
दस्त क्र.550/2012

दस्त क्रमांक : 550/2012

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

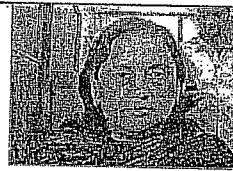
पक्षकाराचा प्रकार

चायाचित्र

अंगठ्याचा उसा

1 नावः ग्रना के. केडोया -  
पत्ता: घर/फॉट नं: ६८ मजला, विश्वशाती, ३०/ई,  
आझाद रोड, युहू कोलीवाडा, सांताकूज (प) मुं - ४९  
गल्ली/रस्ता: -  
ईमारतीचे नाव -  
ईमारत नं: -  
पेट/वसाहत: -  
शहर/गाव: -  
त

लिहून घेणार  
वय ५९  
सही PKKarl



2 नाव: हरिष जी. बुलचंदानी -  
पत्ता: घर/फॉट नं: ५१३, काफड मार्कड, ३०६,  
काळ्यादेवी, मुंबई - ०२  
गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेट/वसाहत: -  
शहर/गाव: -  
तालुका: -  
पिन: -  
पैन. नम्बर: AETPB

लिहून देणार  
वय ५८  
सही V.A.



बद्रा-१०९  
५५० ee  
२०१२



दस्त गोषवारा भाग - 2

बदर१

दस्त क्रमांक (550/2012)

दस्त क्र. [बदर१-550-2012] चा गोषवारा  
बाजार मुत्त्व : 39099500 मोबदला 39100000 मरलेले मुद्रांक शुल्क : 327000

दस्त हजर केल्याचा दिनांक : 13/01/2012 01:15 PM *PKK*  
निष्पादनाचा दिनांक : 10/01/2012  
दस्त हजर करणा-याची सही :

दस्ताचा प्रकार : 25) करारनामा  
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 13/01/2012 01:15 PM  
शिक्का क्र. 2 ची वेळ : (फौ) 13/01/2012 01:19 PM  
शिक्का क्र. 3 ची वेळ : (कबुली) 13/01/2012 01:20 PM  
शिक्का क्र. 4 ची वेळ : (ओळख) 13/01/2012 01:20 PM

दस्त नोंद केल्याचा दिनांक : 13/01/2012 01:20 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तपत्र याचा व्यक्तीशः ओळखतात  
व त्यांची ओळख पटवितात.

1) समरजीत रामदेव सिंग - , घर/फ्लॅट नं. सी-302

गल्ली/रस्ता: -

ईमारतीचे नाव: वॉटरफोर्ड

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: अंधेरी (प)

तालुका: -

पिन: 58

2) नमिल दत्तात्रेय मोरे - , घर/फ्लॅट नं. वरिलपांगे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -

मुद्रांक शुल्क: सवलत : (मुंबई मुद्रांक अधिनियम 1958 चे अनुच्छेद 5 ( जीए )  
2 नुसार मुद्रांक शुल्क आकारणी )

पावती क्र.: 553 दिनांक: 13/01/2012

पावतीचे वर्णन  
नाव: प्रग्ना के. केडीया - -

30000 : नोंदणी फी  
1740 : नक्कल (आ. 11(1)), पृष्ठांकनाची  
नक्कल (आ. 11(2));  
रुजवात (आ. 12) व छायाचित्रण (आ. 13) ->  
एकत्रित फी

31740: एकूण

(*Q*)  
दु. निबंधकाची सही, अंधेरी 1 (बांद्रा).

बदर१ e <sup>2</sup>	
५५०	२०
२०१२	

दु. निबंधकाची सही  
अंधेरी 1 (बांद्रा)

प्रमाणित करणीत घेते वी, या

दस्तापद्ये एकूण ..... *५५०* ..... पाने आहेत.

पुस्तक क्र. २/बदर१/क्रांक ..... २०१२

बर नोंदला दिनांक : 1.3.JAN.2012

*Q*,  
सह दुप्यम निवंधक, अंधेरी क. ३,

मुंबई स्पॅनगर जिल्हा

