

FLAT NO. 2704, "RUSTOMJI'S ATENA"



Monday, June 04, 2012  
11:41:43 AM

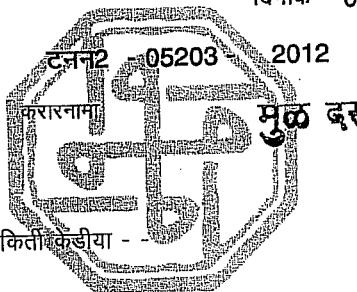
*Original*  
नॉंदणी 39 म.  
Regn. 39 M

## पावती

पावती क्र. : 5251

दिनांक 04/06/2012

गावाचे नाव माजीवडे  
दस्तऐवजाचा अनुक्रमांक  
दस्ता ऐवजाचा प्रकार



सादर करणाराचे नावःप्रग्ना किंतूरकरुदीया

नॉंदणी फी	:-	30000.00
नक्कल (आ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),	:-	2720.00
रुजवात (आ. 12) व छायाचित्रण (आ. 13) -> एकत्रित फी (136)		
एकूण रु.		32720.00

आपणास हा दस्त अंदाजे 11:56AM ह्या वेळेस मिळेल

*दुर्यम निबंधक संघाणे क्र. २*

बाजार मुल्य: 5930580 रु. मोबदला: 3614335रु.

भरलेले मुक्रांक शुल्क: 148280 रु.

देयकाचा प्रकार :डीडी/घनाकर्षाह्वारे;



बँकेचे नाव व पत्ता: इंडियन ओवरसीज बँक;

डीडी/घनाकर्ष क्रमांक: 588103; रक्कम: 30000 रु.; दिनांक: 23/04/2012

*PK Kelkar*



दुर्यम निबंधक: सह दु.नि.ठाणे 2

दस्तक्रमांक व वर्ष: 5203/2012

Monday, June 04, 2012

11:42:38 AM

## सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

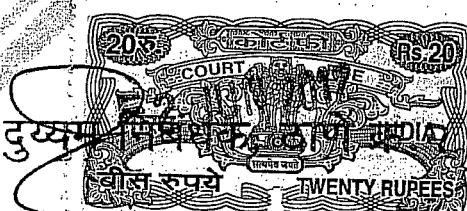
Regn. 63 m.e.

गावाचे नाव : माजीवडे

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा  
व बाजारभाव (भाडेपटट्याच्या  
बाबतीत पटटाकार आकारणा देतो  
की पटटेदार ते नमूद करावे) मोबदला रु. 3,614,335.00  
बा.भा. रु. 5,930,580.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (1) सर्वे क्र.: 12 वर्षन: झोन नं. 6/27 - सर्वे नं. 12/1 ते 4, 13/1 ते 3, 84/1 - सदनिका क्र.  
2704, 27 वा मजला,  
बी विंग, रुस्तमजी जँथेना मौजे माजीवडे, ता.जि.ठाणे क्षेत्र 79.07 चौ.मी. बिल्डअप + पोडीयम  
पार्किंग स्पेस नं. जी-69
- (3)क्षेत्रफल (1)
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून घेण्या-या (1) कॉर्पस्टान कॉर्पस्टान स. प्रा.ल. चौ.संचालक श्री पर्सी चौधरी तर्फे कु.मु. रोहिंटन बाटलीवाला -  
पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुक्मनामा  
किंवा आदेश असल्यास, प्रतिवारीचे नाव व संपूर्ण पत्ता
- (6) दस्तऐवज करून घेण्या-या (1) प्रग्ना किंतो केड्यां - ; घर/फ्लॅट नं: - ; गल्ली/रस्ता: - ; ईमारतीचे नाव: - ; ईमारत नं: - ;  
पेठ/वसाहत: - ; शहर/गाव: विश्वशाळा, जुहू कोलीवाडा, मुंबई 49; तालुका: -; पिन: - ; पैन नम्बर:  
ADWPK9701E
- (7) दिनांक करून दिल्याचा 12/05/2012
- (8) नोंदणीचा 04/06/2012
- (9) अनुक्रमांक, खंड व पृष्ठ 5203 /2012
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 296550.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेरा



सह दुर्यम निबंधक, ठाणे क्र. २



# मूल्यांकन पत्रक बांधीव शहरी क्षेत्र

Monday, June 4, 2012  
10:07:37AM

मूल्यांकनाचे वर्ष 2012  
जिल्हा ठाणे  
प्रमुख मूल्य विभाग 6-गावाचे नाव : माजीवडे (ठाणे महानगरपालिका)  
उप मूल्य विभाग 6/27-4ब) ठाणे खाडी लगतचा माजिवडयाचा भाग सिटीएस क्रमांक  
क्षेत्राचे नाव Navi Mumbai/Thane  
सर्वे नंबर सर्वे नंबर-12

वार्षिक मूल्य दर तक्त्यानुसार जमिनीचा दर

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक
29400.00	63000.00	81200.00	112000.00	81200.00

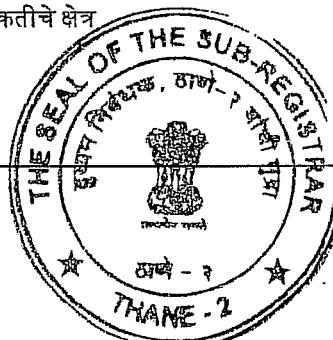
मिळकर्तीचे क्षेत्र	79.07	बांधकामाचे वर्गीकरण	1-आर सी सी
कृतीचा वापर	निवासी सदनिका	उद्घाहन संविधा	आहे
मिळकर्तीचा प्रकार	बांधीव	बांधकामाचा दर	
मिळकर्तीचे वर्ष	0 TO 2 वर्षे	मजला	21st and Above

$$\begin{aligned}
 \text{घसा-यानुसार मिळकर्तीचा प्रति} &= (\text{वार्षिक मूल्यदर} * \text{घसा-यानुसार नविन दर}) && * \text{मजला निहाय घट/वाढ} \\
 \text{चौ. मीटर मूल्यदर} &= (63000.00 * 100 / 100) && *(115.00 / 100) \\
 &= 72450.00
 \end{aligned}$$

$$\begin{aligned}
 \text{A) मुख्य मिळकर्तीचे मूल्य} &= \text{घसा-यानुसार मिळकर्तीचा प्रति चौ. मीटर मूल्यदर} * \text{मिळकर्तीचे क्षेत्र} \\
 &= 72450.00 * 79.07 \\
 &= 5728621.50
 \end{aligned}$$

$$\text{E) बंदिस्त वाहन तळाचे क्षेत्र} = 11.15 \text{ चौ. मीटर}$$

$$\begin{aligned}
 \text{बंदिस्त वाहन तळाचे मूल्य} &= 11.15 * (25.00 / 100) * 72,450.00 \\
 &= 201,954.38
 \end{aligned}$$



एकत्रित अंतिम मूल्य = अंतिम मूल्य दर + तळधराचे मूल्य + पोटमाळ्याचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + लगतच्या गऱ्याचे मूल्य + वरील गऱ्याचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य

$$\begin{aligned}
 &= A + B + C + D + E + F + G + H \\
 &= 5,728,621.50 + 0.00 + 0.00 + 0.00 + 201,954.38 + 0.00 + 0.00 + 0.00
 \end{aligned}$$

$$= 5,930,575.88/-$$

टचन - २	
दस्त क्रमांक ५४०३/२०१२	
९	/९३६

**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 mhshcl01

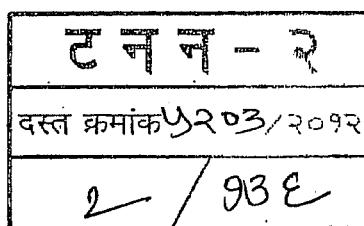
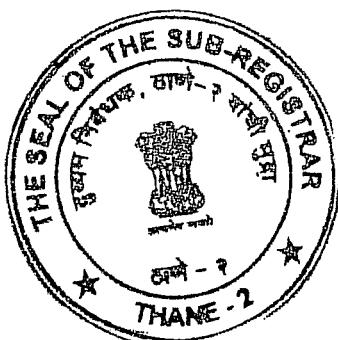
Account Name SHCIL-MAHARASHTRA

Receipt Id RECIN-MMHSHCIL0108192624702285K  
Receipt Date 12-MAY-2012

Received From MESSERS KAPSTONE CONSTRUCTIONS PVT LTD	Pay To
Instrument Type RTGS	Instrument Date 11-MAY-2012
Instrument Number IC12132097277623	Instrument Amount 148280 ( One Lakh Forty Eight Thousand Two Hundred And Eighty only )
Drawn Bank Details	
Bank Name ICICI BANK	Branch Name THANE
Out of Pocket Expenses 0.0 ()	



P.S.



# INDIA NON JUDICIAL

## Government of Maharashtra

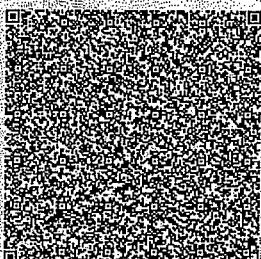


सत्यमव जयते

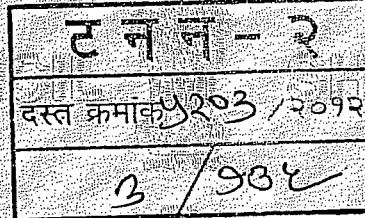
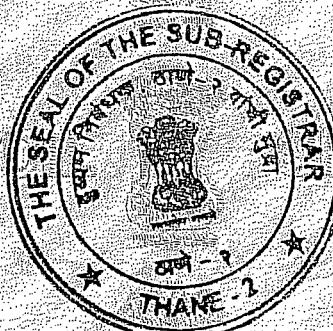
### e-Stamp

SHCIL M  
Stock Holding Corporation of India Ltd  
Location : Thane  
Signature :   
Details can be verified at [www.shcilestamp.com](http://www.shcilestamp.com)

Certificate No.	: IN-MH08570243440325K
Certificate Issued Date	: 12-May-2012 11:14 AM
Account Reference	: SHCIL (FI)/mhshcil01/THANE/ MH-TNE
Unique Doc. Reference	: SUBIN-MHMHSCHIL0109212816346904K
Purchased by	: MESSERS KAPSTONE CONSTRUCTIONS PVT LTD
Description of Document	: Article 25(b)to(d) Conveyance
Property Description	: FLAT NO 2704 27TH FLOOR B WING BLGD NAME RUSTOMJEE ATHENA
Consideration Price (Rs.)	: 36,14,335 (Thirty Six Lakh Fourteen Thousand Three Hundred And Thirty Five only)
First Party	: MESSERS KAPSTONE CONSTRUCTIONS PVT LTD
Second Party	: MRS PRAGANA KIRTI KEDIA
Stamp Duty Paid By	: MESSERS KAPSTONE CONSTRUCTIONS PVT LTD
Stamp Duty Amount(Rs.)	: 148,280 (One Lakh Forty Eight Thousand Two Hundred And Eighty only)



Please write or type below this line



ZK 0000652953

#### 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)"

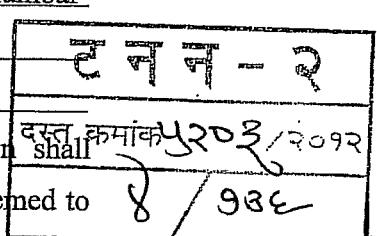
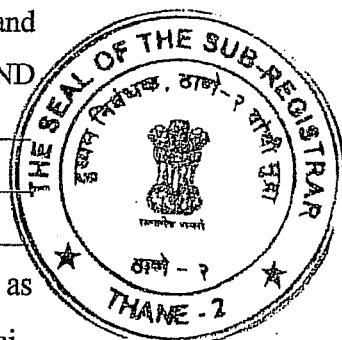
### AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into Thane on this 12<sup>th</sup> day of MAY 2012 Between **KAPSTONE CONSTRUCTIONS PRIVATE LIMITED**, a Company registered under the provisions of the Indian Companies Act, 1956 having its registered office at, 702, NATRAJ, MV ROAD JUNCTION, WESTERN EXPRESS HIGHWAY, ANDHERI (EAST), MUMBAI – 400069 hereinafter referred to as the "Developer" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the ONE PART : AND

Mrs. Pragna Kirti Kedia

having their address for the purpose of these presents as  
6th Floor, Vishwashanti, 30/E, Azad Road, Juhu Koliwada, Mumbai - 400 049,

hereinafter referred to as the "Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individuals his/her/their heirs, executors administrators, in case of firm, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and in case of a company its successors and permitted assigns) of the OTHER PART:

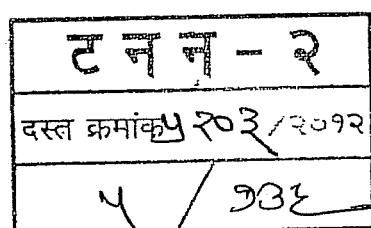


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**W H E R E A S:**

- (a) By and under a Development Agreement dated March 31, 2006 and registered with the Sub Registrar of Assurances Thane – 5 under Serial No.TNN5–02095 of 2006 executed between Mr. Ashok Udaisingh Varma for self and as the manager of Rajasingh Girdhari Singh Varma, (HUF) a Joint and Undivided Hindu Family (therein referred to as the "**Original Owners**") of the First Part, Mr. Vijaysingh Rajasingh Varma for self and as the manager of Vijaysingh Rajasingh Varma (HUF) (therein referred to as "**Vijay Singh**") of the Second Part, Transcon Properties Private Limited (therein referred to as "**Transcon**"), of the Third Part, KMD Enterprise (therein referred to as "**KMD**"), of the Fourth Part, Manish Shah and others (therein referred to as "**Manish Shah**"), of the Fifth Part, Mrs. Vishinkumari Udaisingh Varma and others (therein referred to as the "**First Confirming Party**") of the Sixth Part, Smt. Mala Vijay Doshi and others (collectively referred to as the "**Second Confirming Party**") of the Seventh Part, M/s. United Leach Corporation (therein referred to as the "**Third Confirming Party**") of the Eighth Part, Mrs. Parvatibai Rajasingh Varma and others (therein referred to as the "**Fourth Confirming Party**") of the Ninth Part, Mrs. Seema Vijaysingh Varma and others (therein referred to as the "**Fifth Confirming Party**") of the Tenth Part AND the Developer (therein referred to as the Developer) of the Eleventh Part, the Developer became seized, possessed of and acquired the right to develop several plots of land situated at village Majiwade, Taluka & District - Thane (hereinafter referred to as the "**First Acquired Property**").



- (b) By and under an Agreement for Sale dated December 21, 2006 executed between the Developer (therein called the "Developer") of the First Part, Shri Chintaman Kashinath Bhoir and others (therein referred to as the "Owners") of the Second Part and M/s Tabish Construction and another (therein called the "Confirming Parties") of the Third Part and registered with the Sub Registrar of Assurances Thane – under Serial No.. TNN1- 00662 – 2007 the Developer became seized and possessed of and acquired the right to develop the property bearing Survey No. 30/2 admeasuring 4000 sq. mtrs of the Village Majiwade, Taluka and District Thane ("hereinafter referred to as the "Second Acquired Property")
- (c) By and under a Development Agreement dated May 15, 2008 executed between the Developer (therein called the "Developer") of the First Part, Shri Chintaman Kashinath Bhoir and others (therein referred to as the "Owners") of the Second Part and M/s Tabish Construction (therein called the "Confirming Party") of the Third Part and registered with the Sub Registrar of Assurances Thane – under Serial No. TNN2 - 04546 – 2008, the Developer became seized and possessed of and acquired the right to develop the property bearing Survey No. 30/3 admeasuring 4280 sq. meters of the Village Majiwade, Taluka and District Thane ("hereinafter referred to as the "Third Acquired Property").
- (d) Further by a Conveyance Deed dated May 15, 2008 registered with Sub registrar of Assurance Thane bearing Serial No. TNN-2 – 04548 - 2008 dated executed between Shri Chintaman Kashinath Bhoir and others (therein referred to as the "Vendors") of the First Part and Smt. Sakhubai Rawji Patil (therein referred to as the "Confirming Party") of the Second Part and the Developer ("therein called the



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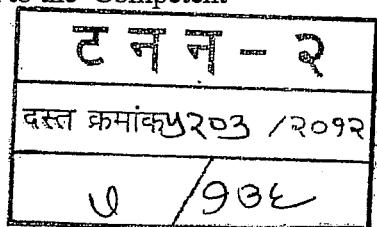
ट न न - ५	
दस्त क्रमांक ५२०३ / २०१२	
६ / ९३८	

“Purchaser”) of the Third Part, the Developer became seized and possessed of and acquired the right to develop the property bearing Survey No. 327/1, 328/1, 328/2 total admeasuring 1490 sq. meters of Village Majiwade, Taluka and District Thane (hereinafter referred to as the “Fourth Acquired Property”).

- (e) By and under an Agreement dated March 28, 2006 executed between Ashok Udaisingh Varma (therein referred to as the “First Owner”) of the First Part, the Developer (therein referred to as “the First Developer”) of the Second Part, Shri Kishore Babu Bhoir (therein referred to as “the Second Owner”) of the Third Part and Shri Mangal Prabhat Gumanmal Lodha (therein referred to as the “Second Developer”) of the Fourth Part and registered with the Sub Registrar of Assurances, Thane vide serial no. TNN2-04134 OF 2006, the Developer exchanged development rights in respect of portions of plots bearing Survey Nos 12/1, 12/3, 12/4 totally admeasuring 1122.15 sq. meters. (“Exchanged Property”) for a portion of plot bearing Survey no. 21/1 admeasuring 1122.15 sq. meters and accordingly acquired the right to develop the portion of the said plot bearing Survey no. 21/1. (“hereinafter referred to as “Fifth Acquired Property”).
- (f) The First Acquired Property, the Second Acquired Property, the Third Acquired Property, the Fourth Acquired Property and the Fifth Acquired Property less the Exchanged Property is hereinafter collectively referred to as the “Larger Property” and is described more particularly in the First Schedule hereunder written.



(g) Sometime in the year 1979, the then owner of the First Acquired Property made an application to the Competent

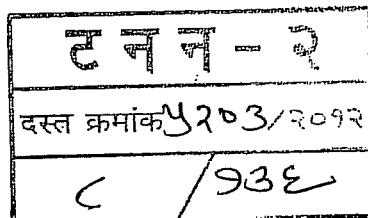


Authority under the Urban Land Ceiling & Regulation Act, 1976 ("ULCRA") seeking approval of a scheme of development in respect of the First Acquired Property. The Competent Authority passed an order dated October 30, 1981 approving the scheme of development in respect of the Acquired Property. Subsequently, due to non compliance on part of the then owner the order dated October 31, 1981 was cancelled vide an order dated July 12, 1989 ("cancellation order"). An appeal was preferred against the cancellation order; however, the same was dismissed. Thereafter the owner made a fresh application under section 34 of the ULCRA. Sometime in the year 2007 and after the execution of the Development Agreement, the Competent Authority referred the matter to the Government of Maharashtra and pursuant to such referral the Government issued an order *u/sec 34* in respect of the Acquired Property and imposed certain onerous conditions in relation thereto. Being aggrieved by the order of the Government, the Developer filed a writ petition bearing number 9364 of 2007 before the Hon'ble Bombay High Court wherein interim relief in favour of Developer has been granted by Court vide orders dated 19/12/2007 and 7/10/2008 and the same presently pending before the Court.

- (h) The Developer proposes to develop the Larger Property admeasuring 475,719.15 sq. mtrs or thereabouts delineated in yellow colour boundary line of the Plan annexed hereto and marked Annexure "[A]" in a phase wise manner as a township to be known as "Urbania Township Project" ("Special Township Project") under the Special Township Scheme formulated by the Central Government in 2004 and in accordance with the regulations pertaining to development of special townships in Thane notified by the Government of Maharashtra vide notification number TPS/1204/Thane

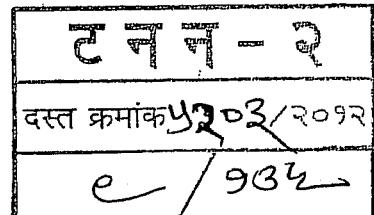


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D.P. D.C.R/U.D-12 dated May 25, 2006 ("Special Township Regulations").

- (i) The Developer has, in accordance with the Township Regulations obtained the locational clearance in respect of the Special Township Project;
  - (j) The Developer is desirous of developing the Special Township Project as an integrated township and it is contemplated that the same shall comprise of :
    - Residential utilization
    - Commercial utilization
    - Other Amenity spaces
  - (k) Certain portions of the Larger Property are reserved /earmarked under the Development Plan of City of Thane for D P. Roads, town centers, schools etc. The aforesaid reservations are hereinafter collectively referred to as "**the Larger Property DP Reservations**"
  - (l) Pending receipt of the final layout approval as required under the Special Township Regulations, the Developer has, on the basis of the FSI available as on date, prepared and submitted plans for four buildings (hereinafter individually referred to as "**Wing A, Wing B, Wing C and Wing D**" and collectively referred to as *the "Buildings"*) to be constructed by the Developer on a portion of the Larger Property admeasuring 17,440 sq. meters. and thereabout in the aggregate and bearing Survey Nos. 12/1 (pt), 12/2, 12/3(pt) and 12/4(pt), 13/1 to 3, 84/1 of village Majiwade, Taluka & District -
- hereinafter referred to as "**the Property**") and  
more particularly described in the Second Schedule



- (m) The buildings comprising Wing A, Wing B, Wing C and Wing D shall be known as "ATHENA". The part layout and building plan/s in respect of Athena duly approved by TMC is annexed and marked herewith as *Annexure "[B]"* ("Existing Athena Plans").
- M*
- (n) The subject matter of this Agreement is Wing "B" ("the Building") comprising of ground plus several upper floors to be constructed on the Property and is shown as marked on the Plan annexed hereto and marked as Annexure [B];
- (o) Certain portions of the Property are reserved / earmarked under the Development Plan of City of Thane for a D P. Roads, town centre and a pipeline. The aforesaid reservations are hereinafter collectively referred to as "Athena DP Reservations".
- (p) It is clarified that under the Special Township Project, the Developer will be entitled, in accordance with the provisions of the Township Regulations, to re-locate the Larger Property DP Reservations and the Athena DP Reservations to any part of the Property or the Larger Property.
- (q) In anticipation of the Additional FSI which may be generated under the Special Township Project, the Developer has prepared revised development plans for Athena, under which all four wings of Athena, i.e., Wing A, Wing B, Wing C and Wing D shall tentatively comprise of stilt plus podium plus at least 27 upper floors. The revised plans are annexed and marked herewith as *Annexure "[C]"* ("Proposed Athena Plans").

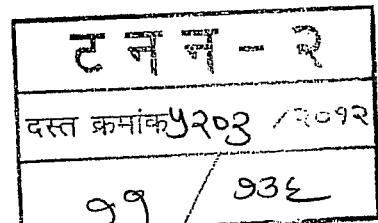
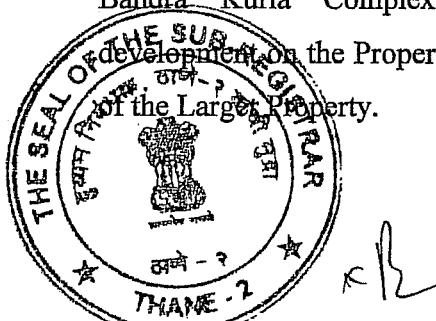
- (r) Presently the access to the Property is from the highway through BMC pipeline. If the D.P. road is constructed, the



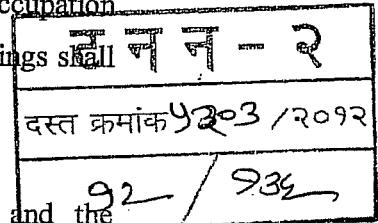
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access to the Property will be from newly constructed road as per the TMC norms.

- (s) As per the existing plans, Athena will have its own exclusive Common areas and amenities.
- (t) The layout, scheme of development of the Property and/or the Larger Property, the location and dimension of parking spaces, plans, and specifications are tentative and may vary. The Developer shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the Property, layout, plans and specifications of the units and premises in Athena, relocating/realigning of the water, power, sewage, telephone, gas and other service and utility connections and lines, overheads/underground tanks, pumps, open spaces, parking spaces, club house, recreation areas, garden spaces and all or any other areas, amenities and facilities and/or varying the location of the access to Athena as the Developer may deem fit in its sole and unfettered discretion or if the same is required by the TMC or other concerned authority;
- (u) The Title of the Property is certified by Kantilal Underkat & Co., Advocates & Solicitors as per their Certificate of Title dated 19.07.08 a copy whereof is annexed hereto and marked as *Annexure-[D]*;
- (v) The Developer has a sanctioned limit of Rs. 49,00,00,000/- (Rupees Forty Nine Crores only) from State Bank of India, Bandra Kurla Complex Branch for construction and development on the Property by creating a mortgage in respect of the Larger Property.

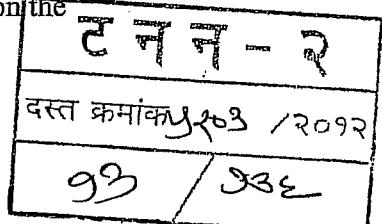
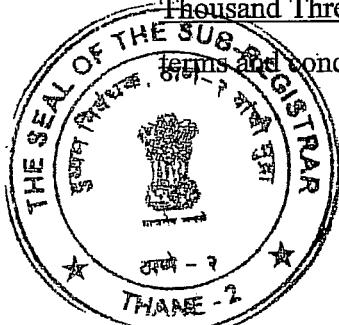


- (w) The Copies of the 7/12 extracts issued by the revenue authorities in respect of the Property is annexed hereto and marked as *Annexure "[E]"*;
- (x) A copy of the last Works Commencement Certificate ("CC") V.P. No.SO5/0022/10 TMC/TDD/0365/11 in respect of Building issued by TMC on 31/3/2011 is annexed hereto and marked as *Annexure "[F]"*;
- (y) The Ministry of Environment and Forest has, vide its letter dated July 6, 2009 addressed to the Developer, granted the necessary environmental clearance for development work proposed to be carried on in a portion of the Larger Property;
- (z) The Developer has appointed M/s Hafeez Contractor, as the Consulting Architects and M/s Archetype Consultants (I) Pvt. Ltd., as the TMC Architects and M/s Mahimtura Consultant Pvt. Ltd., as Structural Consultants for the preparation of the structural designs and drawings of the buildings to be constructed on the Property and the Developer accepts the professional supervision of the architects and the Structural Engineers till the completion of the buildings to be constructed on the Property.
- (aa) While sanctioning the Existing Plans, the TMC has laid down certain terms, conditions and restrictions which are to be observed and performed by the Developer and upon due observance and performance of which only the Occupation and Completion Certificates in respect of the buildings shall be granted by TMC.
- (bb) The Purchaser demanded from the Developer and the Developer has given inspection to the Purchaser of all the documents relating to the title of the Property, the approved



plans, specifications prepared by the Developer's Architects and such other documents which are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (the "Act") and the rules made there under and the Purchaser is fully satisfied with the title respect of the Property;

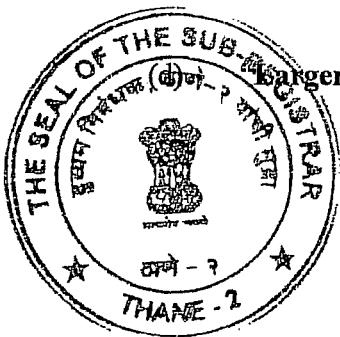
- (cc) The copy of the approved plans in respect of the premises agreed to be purchased by the Purchaser has been annexed hereto and marked as *Annexure "[B]"*. A copy of the locational layout of the Property is annexed hereto and marked *Annexure "[C]"*, wherein the location of the buildings and the common areas and amenities are provisional and subject to change, if required by the Developer or by TMC;
- (dd) The Purchaser applied to the Developer for allotment to the Purchaser of Flat No. 2704 on the 27th floor of the Building of carpet area admeasuring 65.87 sq. meters equivalent to 709.00 square feet (carpet area) as shown in the floor plan thereof hereto annexed and marked as *Annexure "[G]"* ("the Premises") and allotment of 1.00 car parking space in Podium No G-69 as shown in the plan thereof hereto annexed and marked as *Annexure "[C]"* (the "Car Park");
- (ee) The Developer has agreed to sell and allot to the Purchaser the Premises on ownership basis and the Purchaser agrees to purchase the same for the total consideration of Rs.3,614,335.00/Rupees Thirty Six Lakh Fourteen Thousand Three Hundred and Thirty Five Only and on the terms and conditions as hereinafter appearing;



- (ff) Under Section 4 of the Act, the Developer is required to execute a written Ownership Agreement of the Premises with the Purchaser, being in fact these presents and also to get the same registered under the Registration Act, 1908;

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

1. In this Agreement, unless repugnant to the context, the following terms shall have the following meanings:
  - (a) “Additional FSI” means the additional Floor Space Index for the Developer’s use on the Property which will/ may be granted by TMC, as per the Special Township Regulations on the Developer complying with the provisions of the Special Township Regulations and includes any other benefits that may be availed by the Developer from the Government of Maharashtra from time to time.
  - (b) “Apex Body” means a single apex organization comprising of the various societies organizations corporate bodies in respect the buildings, that may be developed on the Larger Property including the Organization referred to herein, formed by the Developer, for the purpose of proper management, maintenance, regulation and control of all the Larger Property Infrastructure, Common Amenities and Facilities and for such other purposes as the Developer may decide;
  - (c) “FSI” means Floor Space Index as defined under the Thane Municipal Corporation Development Control Regulations;



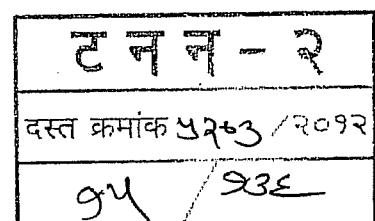
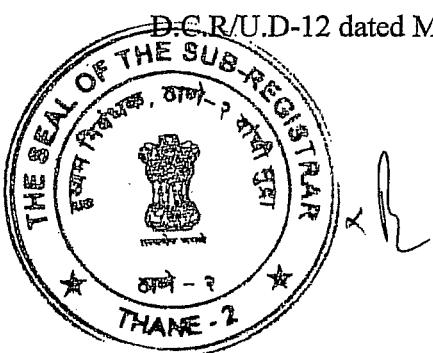
“Larger Property” shall mean the Larger Property as

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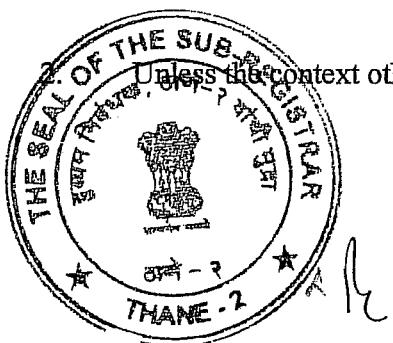
defined in the recitals and shall also mean and include additional properties that may be acquired/developed by the Developer and forming part of the Special Township Project.

- (e) "**Larger Property Infrastructure, Common Amenities and Facilities**" means the common infrastructure, amenities and facilities to be developed by the Developer in a phased wise manner for the benefit of and utilization by the occupants of the proposed township;
- (f) "**MAO Act**" means the Maharashtra Apartment Ownership Act, 1970 and the rules framed thereunder;
- (g) "**Organization**" means either the society that may be formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1961 or Association of Apartment owners that may be formed under the provisions of the MAO in respect of the Property and the Buildings in accordance with the provisions of Clause 10 herein;
- (h) "**Property**" means the portion of the Larger Property described in the Second Schedule annexed hereto and marked Annexure "[B]".
- (i) "**Special Township Project**" means a township project proposed to be developed by the Developer under the Special Township Scheme formulated by the Central Government in 2004 and the regulations pertaining to development of special townships in Thane notified by the Government of Maharashtra vide notification number TPS/1204/Thane D.P.

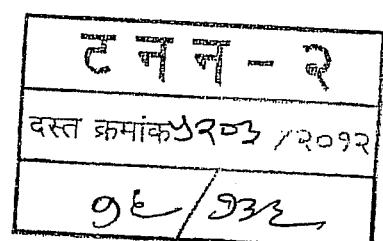
D.C.R/U.D-12 dated May 25, 2006;



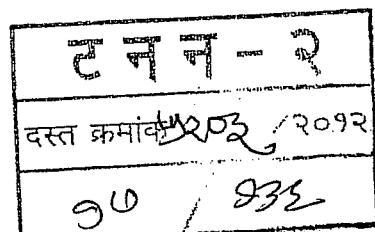
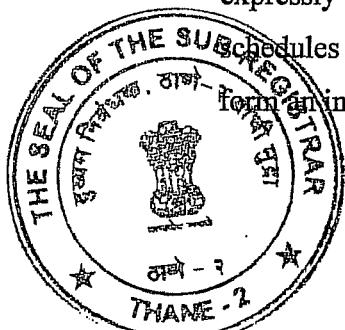
- (j) “**The Athena DP Reservations**” means the reservations to which the Property is subject under the Development Plan of City of Thane;
- [Signature]*
- (k) “**the Car Park**” means 1.00 car parking space in Podium No G-69 as shown in the plan thereof hereto annexed and marked as Annexure “[C]” ( the “Car Park”);
- (l) “**the Building**” means Wing “B” of Athena to be constructed on a part of the Property;
- [Signature]*
- (m) “**the Premises**” means Flat No. 2704 on 27th floor of the Building of carpet area admeasuring 65.87 sq. meters equivalent to 709.00 square feet (carpet area) as shown in the floor plan hereto annexed and marked as Annexure “[G]”.
- (n) “**the Proposed Athena Plans**” means plans prepared by the Developer for 4 buildings i.e. Wing A, Wing B, Wing C and Wing D (each comprising of stilt plus podium plus atleast 27 upper floors) to be constructed by the Developer on the Property, annexed and marked herewith as Annexure “[C]”;
- (o) “**TMC**” means the Thane Municipal Corporation;
- (p) “**the Existing Athena Plans**” means the plans prepared and approved for 4 Buildings i.e. Wing A, Wing B, Wing C, and Wing D (comprising of stilt plus podium plus several upper floor) to be constructed by the Developer on the Property, annexed and marked herewith as Annexure “[C]”;



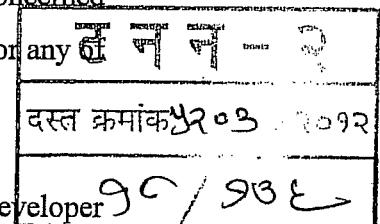
Unless the context otherwise requires:



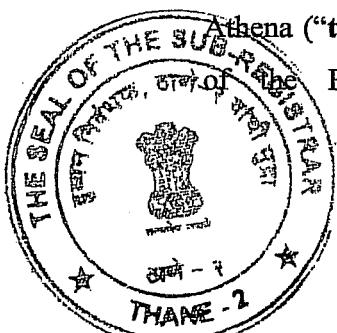
- (a) any reference to the singular shall include the plural and any reference to the plural includes the singular, and words imparting the masculine gender shall include the feminine gender and neutral gender and vice versa;
- (b) the expression "month" and "year" shall be to the calendar month and calendar year;
- (c) any reference to an enactment, regulation, rules or any instrument (including any specific section, clause or article therein) shall be to the same as amended or replaced, as the case may be;
- (d) reference to 'days' or 'dates' which do not fall on a working day, shall be construed as reference to the day or date falling on the immediately subsequent working day;
- (e) References to person(s) shall include body(ies) corporate, unincorporated association(s), partnership(s), trusts, Hindu undivided family(ies), sole proprietorship concern(s) and any organization or entity, whether incorporated or not;
- (f) The headings in this Agreement are for convenience of reference only and shall not be taken into consideration in the interpretation or construction thereof;
- (g) Any reference to a clause, sub-clause or schedule is reference to the clause, sub-clause or schedule hereto;
- (h) References to recitals, clauses, schedules and annexures unless expressly provided shall mean reference to recitals, clauses, schedules and annexures of this Agreement and the same shall form an integral part of this Agreement.



3. The Developer shall construct at least four buildings on the Property, namely, Wing A , Wing B, Wing C, and Wing D comprising of stilt, podium plus at least 24 upper floors forming part of the complex known as "ATHENA" in accordance with the Existing Athena Plans. Once the layout under the Special Township Project is approved, the Developer shall construct additional floors on the buildings forming part of Athena and the Developer will avail the use of floating F.S.I. which will finally comprise of at least 27 upper floors for each wing as per the Proposed Athena Plans to be approved by the TMC in a phase wise manner as set out herein. Both the Existing Athena Plans as well as the Proposed Athena Plans have been seen and approved by the Purchaser and are annexed hereto with only such variations and modifications as are set out herein or that the Developer may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them. The Purchaser doth hereby give his express consent to the Proposed Athena Plans and to such modification as may be required to be made to the Proposed Athena Plans and Existing Plans as the Developer may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.



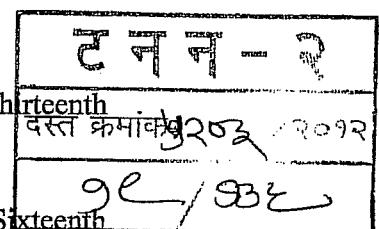
4.(i) The Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser the Premises being Flat No. 2704 admeasuring 65.87 sq. meters equivalent to 709.00 square feet carpet area (which is inclusive of the area of balconies & gratuitous areas of AHU, BMS where applicable) on the 27th floor in Wing "B" of Athena ("the Building") to be constructed on a part of the Property ("the Premises") for the price of



Rs. 3,614,335.00 (Rupees Thirty Six Lakh Fourteen Thousand Three Hundred and Thirty Five Only) including the proportionate price of the "Common areas and facilities" appurtenant to the Premises, the nature, extent and common areas and facilities which are more particularly described in the "**Third Schedule**" hereunder written. The Developer also agrees to allot to the Purchaser 1.00 car parking space in Podium No G-69 shown in the plan thereof hereto annexed and marked as **Annexure "[C]" ("the Car Park")**;

(ii) The Purchaser has paid to the Developer a sum of Rs.1,400,000.00 (Rupees Fourteen Lakh only) on or before the execution of this Agreement and agrees to pay the balance sum of Rs 2,214,335.00 (Rupees Twenty Two Lakh Fourteen Thousand Three Hundred and Thirty Five only) in the following manner:

- (a) Rs. - At the time of booking
  - (b) Rs. - On Completion of Plinth Level
  - (c) Rs. - On completion of Podium
  - (d) Rs.113,952.00 On completion of First Floor slab
  - (e) Rs.168,217.00 On completion of Fourth floor slab
  - (f) Rs.168,217.00 On completion of seventh floor slab
  - (g) Rs.168,217.00 On completion of Tenth floor slab
  - (h) Rs.168,217.00 On completion of Thirteenth floor slab
- Rs.168,217.00 On completion of Sixteenth floor slab



- (j) Rs.168,217.00 On completion of Nineteenth Floor slab

(k) Rs.168,217.00 On completion of Twentyeth Second Floor slab

(l) Rs.168,217.00 On completion of Twentyeth Fifth Floor slab

(m) Rs.168,217.00 On completion of Top Slab

(n) Rs.168,217.00 On completion of Plumbing

(o) Rs.418,213.00 Possession

(iii) The aforesaid payments shall be made by the Purchaser in favour of "Kapstone Constructions Pvt Ltd" ATHENA ESCROW A/C NO: 123805000166 within 10 days of notice in writing by the Developer to be given as hereinafter mentioned as the captioned project is mortgaged with ICICI BANK LTD.

(iv) Without prejudice to the Developer's other rights under this Agreement and/or in law, the Purchaser agrees to pay to the Developer an interest at the rate of 2% per month on all the amounts which become due and payable by the Purchaser to the Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Developer until the date such outstanding amount is received by the Developer.

5.(i) The Developer has commenced construction of the Building in accordance with plans and with only such variations and modifications as the Developer may consider necessary and/or convenient and/or as may be required by the TMC and/or any other concerned authority/s (hereinafter referred to as "Sanctioning Authorities") to be made by them. The Developer shall be entitled to make such changes in the Building's plans as may be required by the Sanctioning Authorities and as the Developer may from time to time determine and as may be approved by the Sanctioning Authorities.



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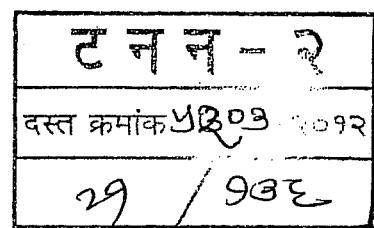
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Authorities and the Purchaser hereby agrees to the same. This shall operate as an irrevocable consent of the Purchaser to the Developer carrying out construction as per the Proposed Athena Plans and such changes in the building/s plans as may be necessary for the effective fulfillment of the same.

- (ii) The Developer agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the Sanctioning Authorities at the time of sanctioning the plans or thereafter and shall before handing over possession of the Premises to the Purchaser, obtain from the concerned authority the occupation certificate in respect of the Premises.
- (iii) The Developer declares that at present the built-up area available is 14599.18 sq. mtrs on the Property. Pursuant to approval of the layout under the Special Township Project the additional / balance built-up area shall be used on the Property and/or the Larger Property at the full discretion of the Developer subject to relevant laws.
- (iv) The Developer hereby agrees that it shall, before handing over possession of the Premises to the Purchaser and in any event before execution of the lease of the relevant portion of the land/ building in favour of the Organization to be formed by the purchasers of premises in the Buildings to be constructed on the Property make full and true disclosure of the nature of its title to the land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the land, and shall as far as practicable, ensure that the land is free from all encumbrances and that the Developer has absolute, clear and marketable title to the land so as to enable him to demise to the Organization such

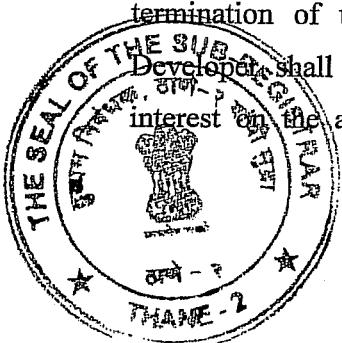


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absolute, clear and marketable title on the execution of the lease of the land/building by the Developer in favour of the Organization.

- 6.(i) On the Purchaser committing default in payment on due date (time being the essence of contract) of any amount due and payable by the Purchaser to the Developer under this Agreement (including the Purchaser's proportionate share of taxes levied by the TMC and other outgoings) and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Developer shall be entitled at its own option to terminate this Agreement.
- (ii) Provided always that the power of termination hereinbefore contained shall not be exercised by the Developer unless and until the Developer have given to the Purchaser fifteen days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of installments) of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a 15 (fifteen) days after giving of such notice;
- (iii) Provided further that upon termination of this Agreement as aforesaid, the amount of 5% of the total consideration of the Premises will stand ipso facto forfeited without any reference or recourse to the Purchaser and the Developer shall refund to the Purchaser the remaining amount of sale price of the Premises which may till then have been paid by the Purchaser to the Developer within 6 months of the date of termination of this Agreement by the Developer but the Developer shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination

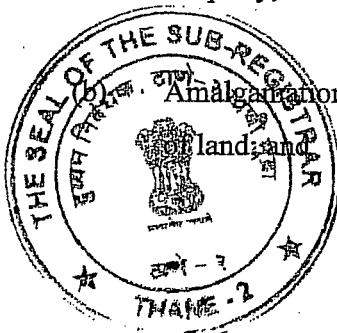


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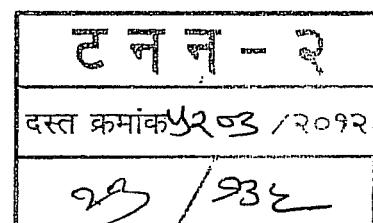
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of this Agreement and upon offer of refund of the aforesaid amount (after taking into account the forfeited amount) by the Developer, (whether acceptable and realized by the Purchaser or not) the Developer shall be at liberty to dispose of and sell the Premises to such person and at such price as the Developer may in its absolute discretion think fit and proper. On termination of this Agreement, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Developer or against the Premises.

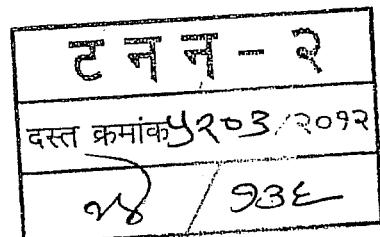
7. The Developer will provide the fixtures, fittings and amenities in the Building and the Premises as set out in Annexure “[H]” annexed hereto.
8. (i) It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the Premises agreed to be sold by the Developer to the Purchaser and all other premises shall be the sole property of the Developer and the Developer shall be entitled to sell the same without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever.
- (ii) The Developer shall be at liberty and be entitled to amend the lay-out plan of the Larger Property, the building plans, other approvals for, including but not limited to,
- (a) Acquisition of additional plots of land from any person or persons including the Government or Maharashtra and inclusion of such plots of land in the lay out plan of the Larger Property;



Amalgamation of the Larger Property with any adjoining plots

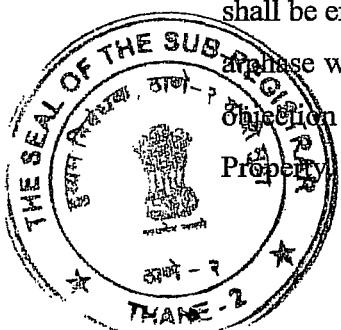


- (c) Amalgamation of the Property with any adjoining plots of land and the Purchaser and/or the Organization and/or the Apex Body shall not have any objection to the aforesaid and the Purchaser does hereby grant his irrevocable consent to the Developer to carry out the necessary acts, deeds, matters and things.
  
- (iii) The Purchaser hereby grants his irrevocable authority, permission and consent to the Developer that the Developer shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose off any part or portion of the buildings constructed on the Property, including the terraces, basement, parking spaces, open spaces, garden area and to permit the same to be utilized for any purpose and shall be entitled to obtain change of user thereof at the discretion of the Developer.
  
- (iv) If the FSI, by whatever name or form is increased (a) in respect of the Property and/or additional construction (i.e. more than what is envisaged under the Proposed Athena Plans) is possible on the Property (b) on account of TDR (or in any other similar form/manner) available for being utilized or otherwise and/or if the Sanctioning Authorities permit the construction of additional floors/wing, then in such event, the Developer shall be entitled to construct such additional floors, wing/s as per the revised building/s plans. The Purchaser expressly consents to the same as long as the total area of the Premises is not reduced. This consent shall be considered to be the Purchaser consent contemplated by Section 7 (1) (i) (ii) of the Act.
  
- (v) The Developer shall always have a right to get the benefit of additional FSI for construction from Sanctioning Authorities

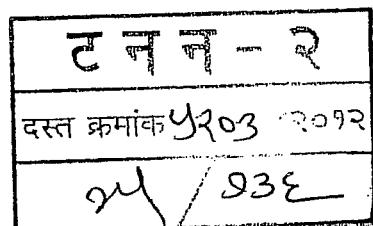


and also to make the additions, alterations, raise storeys or put up additional structures as may be permitted by Sanctioning Authorities and other competent authorities and such additions structures and storeys will be the sole property of the Developer alone who will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available in the Premises to which the Purchaser shall not have right to object, and it is expressly agreed that the Developer shall be entitled to put a hoarding or give on lease site for pager station, cell base station and telecom towers on the Property or on the Building or any part thereof including the terrace and the said hoardings may be illuminated or comprising of neon sign and for that purpose Developer is fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the Building as the case may be and the Purchaser agrees not to object or dispute the same. Purchaser shall not be entitled to raise any objection or claim or any abatement in the price of the Premises agreed to be acquired by him/her/them and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Developer. The Developer shall be entitled to install its logo in one or more places in or upon the Building and the Developer reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.

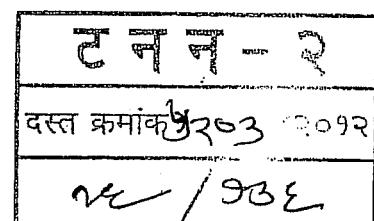
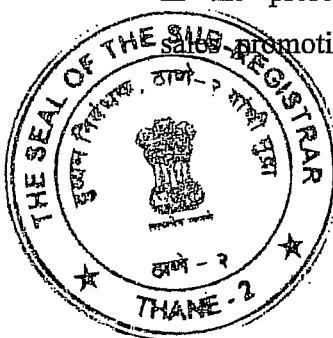
- (vi) The Purchaser hereby agrees and confirms that the Developer shall be entitled to complete the development of the Property in a phase wise manner and that the Purchaser shall not raise any objection or claim with respect to the development of the



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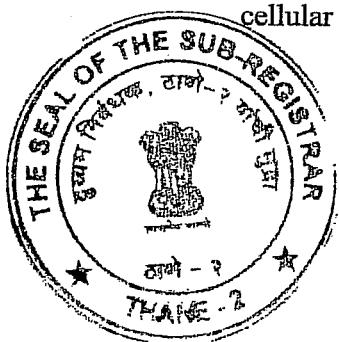


- (vii) The Purchaser agrees and gives his irrevocable consent to the Developer for carrying out the amendments, alterations, modifications and/or variations to the phase wise scheme of development in respect of the Property and/or to the further building/s plans, if any, in respect of one or more wing or wings and/or building or buildings to be developed and/or constructed (whether envisaged at present or not). It is hereby clarified that in the event the DP Reservations are removed or its location is changed by TMC, then the *Developer* shall be entitled to develop the area previously demarcated as a DP Reservation and for this purpose will be entitled to amend, alter, modify or vary the scheme of development in respect of the Property and the Purchaser shall not object to the same. The Developer shall also be entitled to amalgamate the Property and/or the Larger Property with any other plot or plots or apply for sub-dividing the Property or the Larger Property, as the case may be. The Purchaser hereby irrevocably agrees not to obstruct and/or raise any objections whatsoever and/or interfere with the Developer for carrying out amendments, alterations, modifications, variations, amalgamations and/or sub-divisions as aforesaid.
- (viii) The location of the Building and the common areas and amenities, including the recreation ground as shown in the sales brochures or locational layout for the Property, is a provisional one. As part of development of the Property, the Developer is entitled and hereby irrevocably authorized by the Purchaser to alter/modify the layout of the Property, including altering, modifying, relocating and reshaping the recreation ground and the common areas and amenities shown in the presently approved layout or in brochures of sales promotion etc. The Developer shall be authorized to

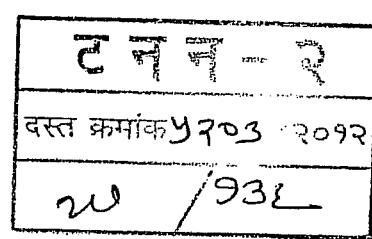


construct any building or structure in area currently designated as RG on the layout by relocating it or varying its size. The Purchaser hereby irrevocably authorize and give permission in favour of the Developer to modify, relocate, reshape, or vary the recreation ground or the common areas and amenities or to put up any construction on such recreation ground after obtaining the requisite approvals from the appropriate authority under D.C Regulations as may be applicable.

- (ix) The Developer shall always have the right and be entitled to purchase and acquire TDR from the market and consume the same on the Property or any part thereof and construct additional floors, make alterations and deal with the same in the manner the Developer deems fit and proper and the Purchaser hereby irrevocably consents to the rights of the Developer mentioned above as well as the rights of the Developer to revise and modify the Building/s plans from time to time.
- (x) The Purchaser is fully aware that the terrace above the top floor of the Building and any other terrace shall exclusively and absolutely belong to the Developer and/or its nominees or assigns and over which none of the purchaser of the premises in the buildings shall have any right, title, interest or share. The Developer shall always be entitled to in its own right and absolute discretion to use, occupy, possess, enjoy or otherwise deal with the said terrace as it deem fit and proper. The Developer shall also have the right to erect and install on the terrace or any designated space elsewhere in the Property, cellular telecommunication relay stations and other communication relaying stations, antennae, boosters and other equipments for facilitating relay of cellular communication, satellite communications and other



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communications and relays of any and all means and devices and to commercially exploit the same either by itself or through persons to whom the Developer may give the rights for their own benefit. The aforesaid terrace shall always be deemed to be excluded from the common areas and facilities and this restriction shall be specifically incorporated in the transfer documents in favour of the Organization.

- (xi) In the event the Organization being formed and registered before the sale and disposal by the Developer of all the premises in the Building, the power and authority of the Organization so formed or that of the Purchaser and the purchasers of other premises in the Building shall be subject to the overall authority and control of the Developer in respect of any of the matters concerning the Building/s, the construction and completion thereof and all the amenities pertaining to the same and in particular Developer shall have the absolute authority and control as regards the unsold premises and the disposal thereof. The Developer shall be liable to pay only the municipal taxes at actuals in respect of the unsold premises. In case the Organization is formed before the disposal by the Developer of all the premises then the Developer shall at its option (without any obligation) join in as a member in respect of such unsold premises and as and when such premises are sold, the Organization shall admit such Purchaser as the member/s without charging any premium or extra payment.
- (xii) Till the entire development of the Property is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Developer alone shall have full control, absolute authority and say over the unallotted roads, open spaces, gardens, infrastructure areas, facilities, recreation facilities and/or any other common

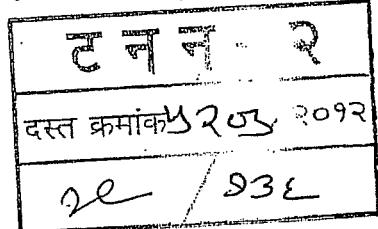


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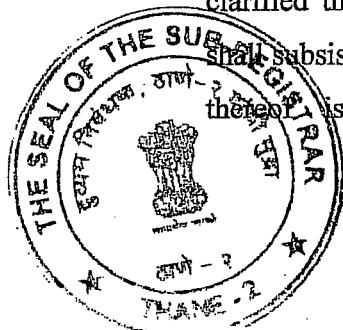
facilities or the amenities to be provided in the Property and the Purchaser shall have no right or interest in the enjoyment and control of the Developer in this regard.

- (xiii) The Purchaser is aware that the Developer (either itself or through its affiliates or in joint venture with any parties) will be developing the Property in a phase wise manner on such terms and conditions as the Developer may deem fit and shall be entitled to all the benefit of FSI or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Developer deem fit and the Developer shall be entitled to grant, offer, upon or in respect of any portion of the Property, to such affiliates, co-developer or the joint venture, all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, water, electricity, telephone connections and/or installations and/or other services in the Property right to use and enjoy all the amenities and facilities provided and/or agreed to be provided in the Property for the more beneficial and optimum use and enjoyment of other areas forming part of the Property in such manner as may be desired by the Developer and the Purchaser expressly and irrevocably consent/s to the same.
- (xiv) The Developer shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the Property and/or the Building, provided that the same does not in any way materially prejudice the right of the Purchaser in respect of the Premises.
- (xv) The Developer shall be entitled to make variations in the layout, amenities and specifications, re-locations, water, power, Sewage, telephone and other service and utility connection,



facilities and underground water tanks, pumps, recreation areas, clubhouse and their dimension as the Developer deems fit.

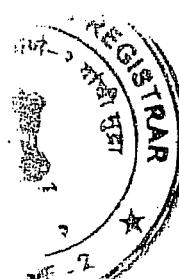
- (xvi) In the event of the Developer having paid or being required to pay any amount by way of premium, betterment charges, development charges etc. payable to any Sanctioning Authority or other authority, the same shall be reimbursed by the Purchaser to the Developer in proportion to the carpet area wherever applicable of the Premises or otherwise as may be determined by the Developer. Non payment of the same shall constitute a breach of this Agreement.
- (xvii) Developer *proposes to develop* the Larger Property into a *special* township. *Accordingly*, the Developer shall have the exclusive right to control all public space advertising and all promotional signage, hoarding, and all other forms of signage whatsoever within the proposed township, till such time as the TMC exercises management, administration and control of the proposed township/ *infrastructure facilities*.
- (xviii) The Developer shall have the exclusive right to promote, manage and undertake all public events held in the common areas of the proposed township and to apply the net revenues generated there from towards costs incurred by the Developer in undertaking its diverse obligations under the Special Township Project.
- (xix) The Developer shall be entitled to construct temporary site offices in the Property and shall have the right to access the same at any time without any restriction whatsoever. It is clarified that the Developer's right to access the site offices shall subsist irrespective of whether the Property or any portion thereof is conveyed/ leased to the Organization or the



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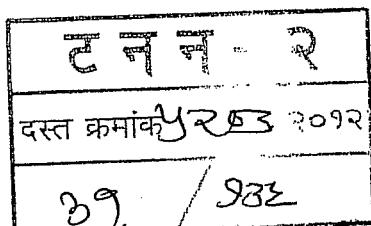
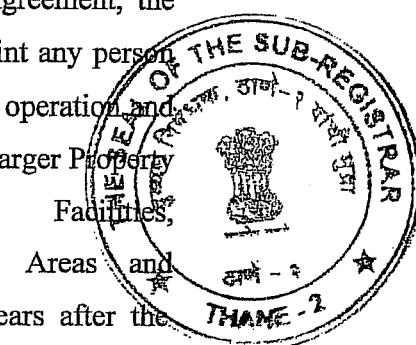
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Apex Body and shall continue until the entire Larger Property is developed either under the Special Township Project or otherwise. The Developer shall also be entitled to set up labour camps in the Property for the purposes of the proposed development to be carried on in the Larger Property.

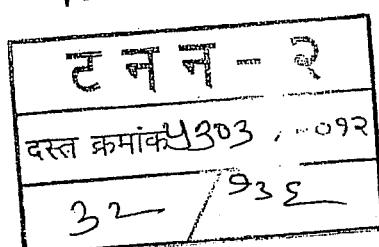
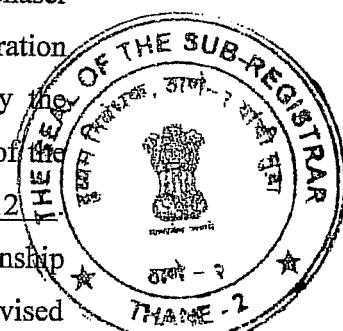
- (xx) The Developer shall have the right to designate and allot any space in the Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services (including without limitation, electricity and telecommunication related services) availed by the members and occupants of Athena and/or the buildings/premises that may be developed in the Larger Property. The Developer shall also be entitled to designate/allot/lease any space in the Property to the Maharashtra State Electricity Department (MSED) for the purpose of installing power sub-stations with a view to service the electricity requirement in the Larger Property. The aforesaid designated spaces may be given to the relevant service provider either on leave and license basis or on leasehold basis and the Purchaser shall have no objections regarding the same. It is clarified that the service providers will be entitled to operate from and out of such designated spaces even after the Property is transferred to the Organization and/or the Apex Body.
- (xi) Notwithstanding the other provisions of this Agreement, the Developer shall be entitled to nominate or appoint any person (“**project management agency**”) to manage the operation and maintenance of the buildings, premises and the Larger Property Infrastructure, Common Amenities and Facilities, (including without limitation the Common Areas and Facilities) for a period of at least three (3) years after the



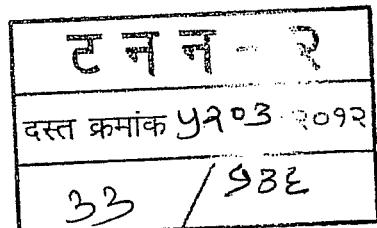
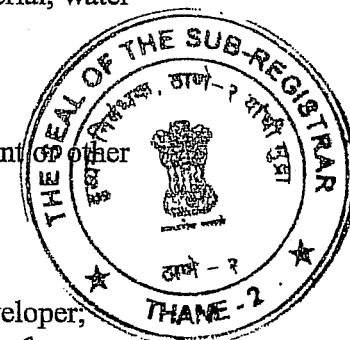
entire Larger Property is developed (as determined by the Developer) either under the Special Township Project or otherwise and if the Organization/Apex Body approves, for any subsequent periods. The Developer shall have the authority and discretion to negotiate with such project management agency and to enter unto and execute a formal Agreement/s for maintenance and management of infrastructure with it/them. The Developer may enter into other related agreements with any other company or organization as may be necessary for effective, full and efficient management of the Larger Property Infrastructure, Common Amenities and Facilities (hereinafter referred to as the "**Infrastructure Maintenance Agreements**");

- (xxii) In such event, the Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Developer or the project management agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the Building, the Common Areas and Facilities and other common areas and facilities within the Larger Property.

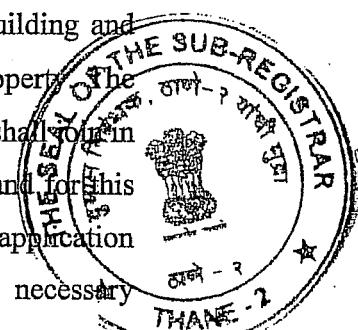
9. (i) The possession of the Premises shall be delivered to the Purchaser after the Premises is ready for use and occupation provided all the amounts due and payable by the Purchaser under this Agreement and the stamp duty and registration charges in respect of the Premises are duly paid by the Purchaser. The Developer expects to give possession of the Premises to the Purchaser on or before 30/06/2012. As and when the plans get approved under the Township Project, the Developer will communicate the revised payment schedule to the Purchaser.



- (ii) If the Developer fails or neglects to give possession of the Premises to the Purchaser on the above referred date (subject to force majeure) or within any further date or dates as may be mutually agreed between the parties hereto, then in such case the Purchaser shall be entitled to give notice to the Developer terminating this Agreement, in which event the Developer shall within three weeks from the receipt of such notice, refund to the Purchaser the amount of deposit or earnest money and the further amounts, if any, that may have been received by the Developer from the Purchaser as installments in part payment in respect of the Premises along with the simple interest at the rate of 9% per annum from the date of receipt till repayment. The Developer shall also pay liquidated damages of Rs.30000/- (Rupees Thirty Thousand only) in respect of such termination and neither party shall have any further claim against the other in respect of the Premises or arising out of this agreement and the Developer shall be at liberty to dispose off the Premises to any other person or persons at such price and upon such terms and conditions as the Developer may deem fit.
- (iii) Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of the Premises on the aforesaid date, if the completion of the Building/s is delayed on account of:
- (a) force majeure
  - (b) non-availability of steel, cement, other building material, water or electric supply;
  - (c) war, civil commotion or act of God;
  - (d) any notice, order, rule, notification of the Government or other public, judicial or competent authority;
  - (e) delay in any approvals;
  - (f) other reasonable cause beyond the control of the Developer,



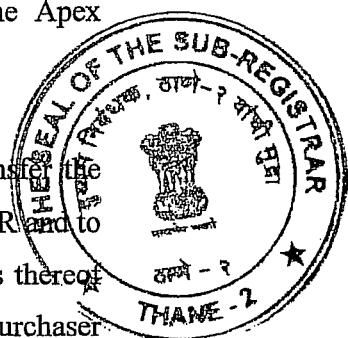
- (iv) The Purchaser agrees that the return of the payment and the damages mentioned in Clause 9.2 above constitutes the Purchaser's sole remedy in such circumstances and the Purchaser foregoes any and all his rights to claim against the Developer for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.
- (v) The Purchaser shall take possession of the Premises within 7 days of the Developer giving written notice to Purchaser intimating that the Premises is ready for use and occupation Provided that if within a period of three years from the date of handing over the Flat to the Purchaser, the Purchaser bring to the notice of the Developer any defect in the Flat or the building in which the Flats are situated or the material used therein or any unauthorized change in the construction of the Building, then, wherever possible such defects or unauthorized changes shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser shall be entitled to receive from the Developer reasonable compensation for such defect or change. Provided further, if any defect or damage is found to have been caused due to the negligence of the Purchaser or his agents, then the Developer shall not be liable for the same.
- 10.(i) On completion of the development of the Property the Organization shall be formed in respect of the Building and other *buildings that may* be constructed on the Property. The Purchaser, and the purchasers of the other premises shall assist in the formation and registration of the Organization and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, memorandum, letters, documents and other papers and writings for the purpose of formation and



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registration of the Organization including bye-laws of the Organization and duly fill in, sign and return to the Developer within 7 (seven) days of the same being forwarded by the Developer to the Purchaser, so as to enable the Developer to register the Organization of the premises purchasers under Section 10 of the Act within the time limit prescribed under Rule 8 of the Act. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

- (ii) It is agreed and understood by the Parties that the Developer may, in its sole discretion form and register an apex organization (hereinafter referred to as the "Apex Body") comprising of the various organizations/corporate bodies formed in respect the buildings, units, premises and parking spaces that may be developed on the Larger Property including the Organization referred to herein above for the purpose of proper management, maintenance, regulation and control of the Larger Property Infrastructure and Common Amenities and Facilities and for such other purposes as the Developer may decide.
- (iii) A lease deed to be executed in favour of the Society or Declaration to be submitted under the MAO Act or other documents in favour of the Organization and/or the Apex Body, shall inter alia contain the following:
- (a) the right of the Developer to sell or otherwise to transfer the additional construction by use of any future FSI or TDR and to appropriate for the Developer the entire sale proceeds thereof and the obligation of the Organization to admit such purchaser of the premises comprised in the new construction



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as its member without charging any additional amount; the right of the Developer of full and complete access on the Property for the aforesaid purpose; the confirmation of the allocation of the car parking spaces by the Developer; the right of the Developer to allocate the balance car parking spaces; the right of the Developer to deal with the terrace on top of the Building and all other terraces in the Building;

- (b) The obligation of the Organization to pay the share of taxes in respect of all taxes assessment, dues, ceases and outgoings, in respect of the Building and/or the Property and/or any portion thereof,
- (c) The Obligation of the Organization to bear and pay the nominal lease rent as stipulated in the Lease,
- (d) The Obligation of the Organization to bear and pay any contribution of costs, charges and expenses as may be levied by the Developer or the Apex Body,
- (e) Declaration and undertaking by the Organization that the Organization shall not be entitled to the existing and future FSI (whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever and the same shall always stand vested in the Developer and the Developer shall always be entitled to utilize and exploit the same on the Property and/or the Larger Property or any part thereof and/or upon the buildings constructed thereupon in such manner as it deems fit and the Organization and/or any other organization or society formed in respect of any portion of the Larger Property shall not have any objection in this regard;
- (f) The confirmation of all the rights of the Developer under this

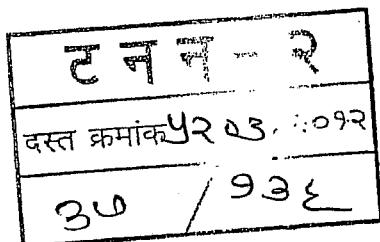
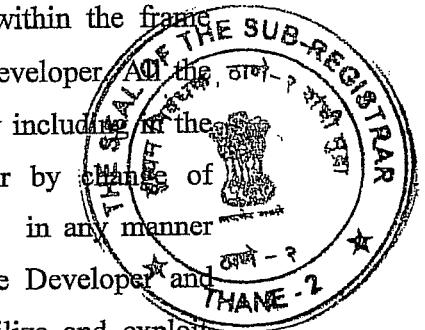


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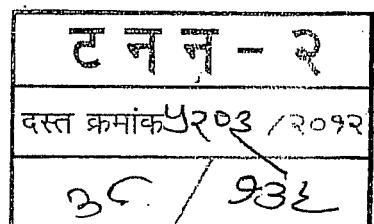
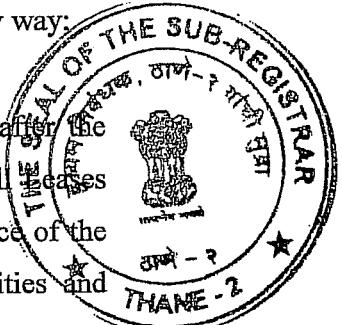
Agreement; the confirmation and acceptance of all the obligations of the Purchaser under this Agreement. The Obligation of the Organization to become a member of the Apex Body as and when formed along with other societies and organizations for the purpose of repair and maintenance of the Larger Property Infrastructure and Common Amenities and Facilities.

- (iv) The Purchaser shall observe and perform all the rules and regulations and bye-laws of the said Organization and/or the Apex Body on its formation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the Building and the premises therein and for the performance and observance of Building Rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser shall also observe and perform all the terms and stipulations laid down by the Organization and/or the Apex Body regarding occupation and use of the Premises and shall pay outgoings in accordance with the terms of this Agreement.
- (v) It is clarified that the Apex Body and/or the Organization shall not deal with any matters relating to the development of the Larger Property or any part thereof or the transfer or the sale or utilization of any permissible FSI/TDR in accordance with the scheme of development. The Apex Body and/or Organization shall strictly function within the framework of its constitution as framed by the Developer. All the development potential of the Larger Property including in the form of the existing and future FSI (whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever shall always stand vested in the Developer and the Developer shall always be entitled to utilize and exploit



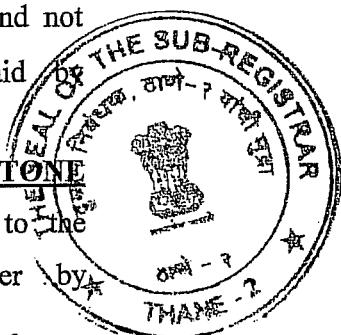
the same on the Larger Property or any part thereof and/or upon the buildings constructed thereupon in such manner as it deems fit;

- (vi) The Purchaser shall not raise any objection and/or claim any compensation if the Property or the portion of the Property to be leased in favour of the Organization is less or more than the area shown in the **Second Schedule** hereunder written. Notwithstanding anything contained herein to the contrary in these presents the Developer may execute a single Lease of one or more portions of the Larger Property as the Developer may think fit and advisable in their absolute discretion;
- (vii) The Organization shall immediately on the formation provide a specific written undertaking to the Developer in terms of a format prepared by the Developer's Advocates and Solicitors that the Organization will along with other societies and organizations join the Apex Body as members thereof for the purpose of execution of a single deed of conveyance in favour of the Apex Body of the reversionary rights in respect of the Larger Property and subject to the Apex Body's written undertaking to the Developer that the Apex Body shall take over the balance Corpus Fund and utilize the same and/or the interest thereon towards the repair and maintenance of the Larger Property Infrastructure and Common Amenities and Facilities and shall not hold the Developer liable in any way;
- (viii) The Apex Body shall be formed by the Developer after the formation of all organizations and the execution of all Deeds in their favour to look after the repair and maintenance of the Larger Property Infrastructure and Common Amenities and Facilities and the management of the Corpus Fund.



(11) (i) It is expressly agreed that the Purchaser shall be entitled to the common areas and facilities appurtenant with the Premises and the nature, extent and description of such common areas and facilities is set out in the Third Schedule hereunder written. It is hereby agreed that the Developer has the exclusive right of allotment of different areas, parking spaces, garden area, basement, terraces, open spaces or otherwise and other spaces within the Property to one or more person/s of its choice. It is hereby agreed that the areas mentioned in the Third Schedule written hereunder under the heading Common Areas and Facilities only shall be common facilities and the Developer shall be entitled to declare all other areas as restricted or reserved areas and facilities including those mentioned in the "Fourth Schedule" hereunder written and alienate and dispose off the same in such manner as the Developer think fit and proper.

- (ii) The Developer has informed the Purchaser that a club house will be constructed on the Property and the same will be equipped with various amenities and facilities for the use of all members of the Organization in accordance with the rules and regulations of the club house. The Purchaser/s of the premises and shops in the Buildings shall be inducted/admitted as members of the club upon payment of the sum of Rs.26,625.00/- (Rupees Twenty Six Thousand Six Hundred and Twenty Five Only) to the Developer as and by way of a one-time non-refundable subscription fee and not as a deposit. The subscription fee shall be paid by the Purchaser to the Developer by cheque drawn in favour of M/S. KAPSTONE CONSTRUCTIONS PVT. LTD. and delivered to the Developer within 8(eight) days of the demand letter by the Developer or upon delivery of



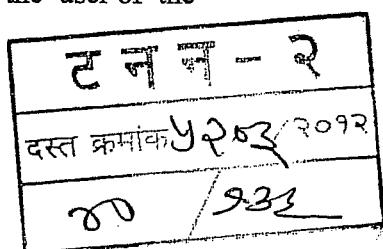
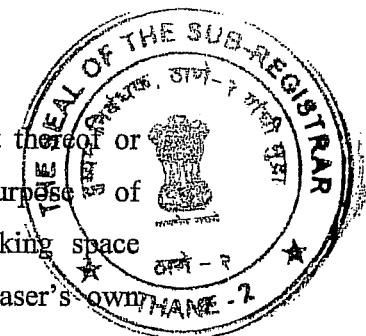
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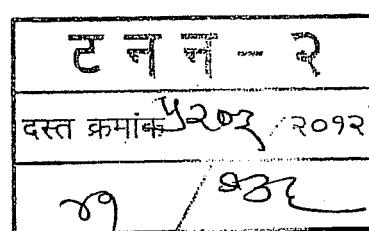
possession, whichever being earlier. The Developer shall issue an appropriate receipt and a letter entitling the Purchaser concerned, to the membership of the club in accordance with and subject always to the Bye-Laws, Rules and Regulations of the club as may be made by the Developer. The Developer alone shall be entitled to make Bye-Laws, Rules or Regulations for the management of the club and may prescribe a user fee for the use of any specific amenity, facility and annual subscription fees etc.

12. The project shall deemed to be completed upon the development of the Larger Property by utilization of the fullest present or future FSI and TDR thereof and upon completion of the entire scheme of development of the Larger Property in accordance with any scheme introduced by the government or any other statutory bodies/authorities and on completion of the Larger Property Infrastructure and Common Areas and Facilities including the Larger Property Reservations and the Athena Reservations by construction of all Buildings thereon and completion of the Larger Property Infrastructure and Common Amenities and Facilities and the sale of Buildings or built-up areas therein and receipt of all sale and other proceeds and deposits and amounts payable under these presents and the Agreements to Sell and / or let-out made with purchasers and/or lessees, licensees, etc. and formation of all organizations and execution of (a) Leases in favour of the organizations and (b) Conveyance in favour of the Apex Body.
- 13.(i) The Purchaser shall use the Premises or any part thereof or permit the same to be used only for the purpose of Residence. The Purchaser shall use the car parking space (if allotted) for the purpose of parking the Purchaser's own vehicle. The Purchaser agrees not to change the user of the



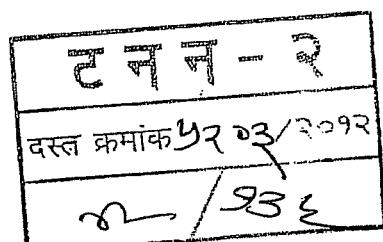
Premises without prior consent in writing of the Developer and any unauthorized change of user by the Purchaser shall render this Agreement voidable at the option of the Developer and the Purchaser in that event shall not be entitled to any right arising out of this Agreement.

- (ii) The Purchaser with an intention to bring all persons in whose hands the Premises may come, doth hereby covenant with the Developer as follows: -
- to maintain the Premises at the Purchaser's own cost in good tenantable repairs and condition from the date possession of the Premises is taken and shall not do or suffer to be done anything in or to the Building/s, staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Building or the Premises or part thereof;
- (a) not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the Building including the entrance thereof. In case any damage is caused to the Premises or the Building on account of the negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach;
- (b) to carry at the Purchaser's own cost all internal repairs to the Premises and maintain it in the same condition, state and order in which it was delivered by the Developer to the Purchaser and not to do or suffer to be done anything in the



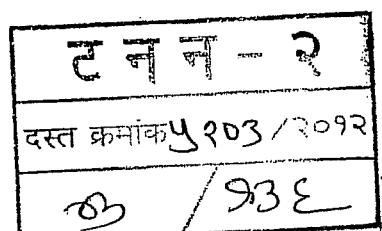
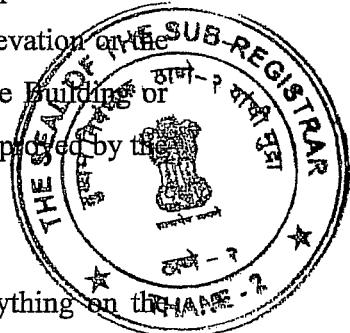
Premises or the Building which is in contravention of rules, regulations or bye-laws of the concerned local public authority;

- (c) not to demolish or caused to be demolished the Premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof nor alter the elevation and outside colour scheme of the Building and to keep the portion, sewers, drain pipes in the Premises and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural designs in the Premises;
- (d) not to do or permit to be done any act which may render void or voidable any insurance of the Property or the Building/s or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;
- (e) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Property and the Building;
- (f) pay to the Developer within 7 days of demand by the Developer, his/her share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the Building;
- (g) to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the TMC and/or Government and/or other public



authority on account of change of user of the Premises or otherwise;

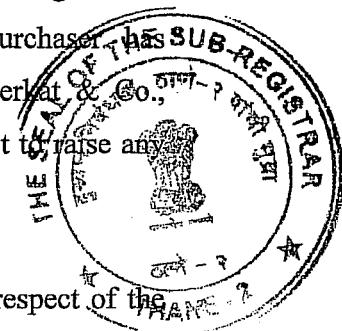
- (h) to bear and pay all service tax, works contract tax, VAT etc and such other levies, if any, which may be imposed with respect to the construction on the Property and/or any activity whatsoever related to the Premises by the TMC and/or State/Central/Government and/or Public Authority from time to time;
- (i) not to let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Developer under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated the Developer and obtained its prior consent in writing in that behalf;
- (j) till the Management of the Building is handed over to the Organization and/or the Apex Body, to allow the Developer, its surveyors and agents at all reasonable time to enter into or upon the Property to view and examine the state and condition thereof;
- (k) not to change the external colour scheme or the pattern of the colour of the Building; not to change exterior elevation on the outlay of the Building; not to fix any grill to the Building or windows except in accordance with the design approved by the Developer;
- (l) Purchaser shall not do or suffer to be done anything on the Property or the Building which would be forbidden or



prohibited by the rules of the concerned Government authorities. In the event, the Purchaser commits any acts or omissions in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Developer in that behalf;

These covenants shall be binding and operative even after the formation of the Organization.

- (iii) The Purchaser hereby agrees to grant to the Developer, all the facilities, assistance and co-operation as the Developer may reasonably require from time to time even after the Developer has delivered possession of the Premises to the Purchaser, so as to enable the Developer to complete the scheme of development of the Property as per any of the plans annexed hereto. The Developer shall be entitled to modify, amend, alter, change the lay out of the Property by changing the alignment, locations, placement of buildings, garden, parking area and other amenities or facilities and shall further be entitled to propose and put up any additional new Wing/structure—either independent or by way of extension or in continuation or attached to the Building under construction in the layout with or without amendment of such layout.
- (iv) The Purchaser confirms that the Developer has given full free and complete inspection of documents of title in respect of the Property and the Purchaser confirms that he has entered into this Agreement after inspecting all relevant documents and the Purchaser has SUB-REGISTRAR inspected the Title Certificate issued by Kantilal Underkat & Co., Advocates & Solicitors and the Purchaser undertakes not to raise any objection and/or requisition on the title to the Property.
- (v) The Purchaser shall have no claim save and except in respect of the Premises. All other areas including terraces, open spaces, etc. will



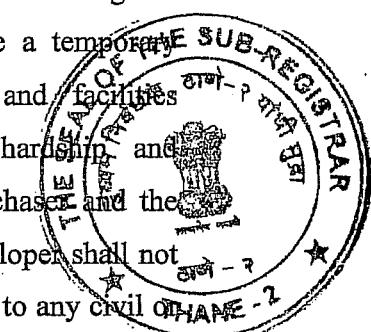
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remain the property of the Developer until the whole of the Property is transferred as herein provided subject to the rights of the Developer as contained in this Agreement.

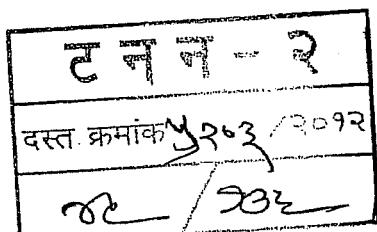
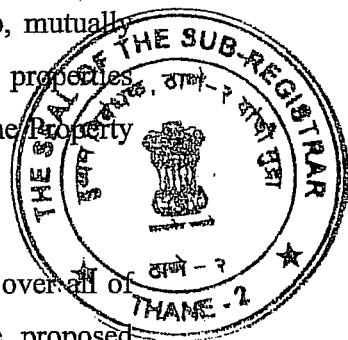
- (vi) The Purchaser has been informed that the Developers shall in accordance with the scheme for development as may be modified from time to time develop the Property and the Larger Property in phases including constructing and setting up of the Larger Property Infrastructure and Common Amenities and Facilities. This Agreement to purchase the Premises or the formation of the Organization or execution of Lease in favour of the Organization shall not in any event prevent the Developer from continuing the development of the Larger Property and/or the Property and to construct buildings thereon and infrastructure and common amenities and facilities in accordance with the approvals obtained and to be obtained from the concerned authorities and the further Lease in favour of the Organization shall specifically contain the appropriate rights, powers, authorities in favour of the Developer in this behalf. The Organization and other organizations shall fully co-operate with the Developer in the matter of implementation of the scheme for development and the development of the Larger Property and the Larger Property Infrastructure and Common Amenities and Facilities without creating any obstruction or interference. It is anticipated that during the course of the said development there may be a temporary suspension/cessation of common amenities and facilities including services and utilities or some hardship and inconvenience resulting there from to the Purchaser and the Organization and other organizations. The Developer shall not be liable for any loss or damage or be subjected to any civil or criminal proceedings in this behalf;



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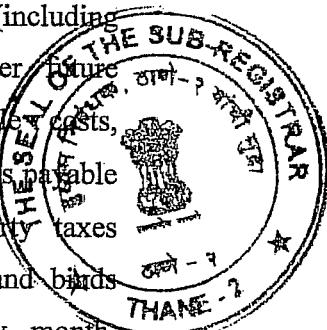
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- (vii) The Purchaser hereby acknowledges and confirms that the development of the Property as contemplated herein is dependent on the phase wise grant of FSI and phase wise release of FSI by the Sanctioning Authorities and consequent phase wise sanction of plans by TMC. Therefore, the Developer will have to modify and alter the plans as per the grant of FSI by the Sanctioning Authorities and the Purchaser will not object to the same as long as the area of the Premises is not reduced. The Purchaser will not object to the fact that all the plans for the Property have not been sanctioned as on date and will not object to any modification or change to the same. It is on this express representation of the Purchaser that the Developer has agreed to sell the Premises to the Purchaser and to enter into these presents.
- (viii) The Purchaser acknowledges and agrees that:
- (a) The Developer proposes to develop the Larger Property into a township and the Property together with the buildings constructed thereon shall form an integral part of the township. The Purchaser further agrees and understands that the certain facilities and amenities which may be provided to the Purchaser under this Agreement may in future be shared and availed by other members of the proposed township.
  - (b) For the proper and convenient management, administration, maintenance and control of the proposed township, mutually beneficial restrictions may be imposed on all the properties forming part of the proposed township, including the Property and the Common Areas.
  - (c) The Developer shall exercise authority and control over all of the common areas, utilities and facilities of the proposed township, including the Property till such time as the authority and control of the proposed township is transferred



to an Apex Body. If and when the township is transferred to the Apex Body, the Developer shall cease to be responsible for any management, administration, maintenance or control of the proposed township and hereby be released from all claims, losses, costs, damages or liability whatsoever however and to whomsoever incurred or sustained arising from or in relation to the Developer's management, administration, maintenance or control of the proposed township.

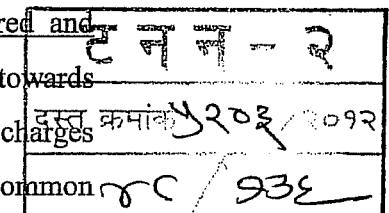
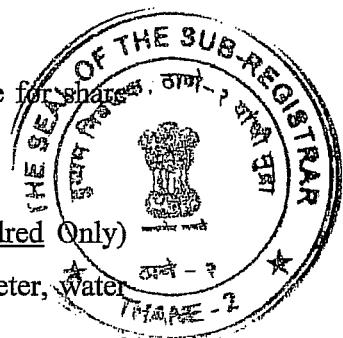
- (d) The construction and development of the landscaping on the proposed township may impede clear access by the Purchaser to the Property and the Purchaser shall have no claim against the Developer for such inconvenience.
- (ix) The Purchaser will not claim/demand subdivision of the Property to be leased to the Organization. It is further agreed that in view of the fact that some of the approvals obtained and to be obtained will be in respect of the development on the Larger Property, the Purchaser and the Organization when formed will not commit any breach or default which will result in the validity of the approvals obtained and to be obtained being vitiated or the approvals being revoked.
- 14 (i) Commencing a week after notice is given by the Developer to the Purchaser that the Premises is ready for use, the Purchaser shall be liable to bear and pay all applicable taxes (including but not limited to service tax, VAT, any other future levies/taxes) and charges for sub-stations, cables, electricity and other service charges and the outgoings payable in respect of the Premises (including the property taxes assessed or non-assessed). The Purchaser agrees and binds themselves/himself / herself to pay regularly every month, by the 5<sup>th</sup> of each month to the Developer until the



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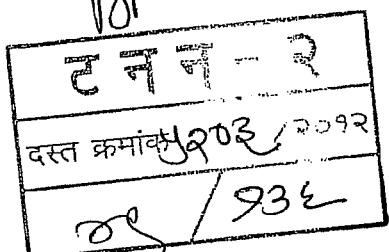
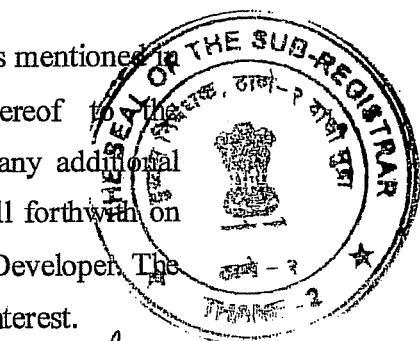
Lease of the Property and the Building thereon is executed in favour of the Organizations, the proportionate share that may be decided by the Developer for (a) Insurance Premium, (b) all taxes due to statutory bodies/authorities that may from time to time be levied against the Property or the Building including water taxes and water charges and (c) outgoings for the provisional maintenance and management of the Building including the Premises and the Amenities and Facilities, common lights and other outgoings and maintenance charges such as collection charges, charges for watchman, sweeper and maintenance of accounts, incurred in connection with the Property or the Building. The amount so paid shall not carry any interest and remain with the Developer until the management is handed over to the Organization and/or the Apex Body.

- (ii) The Purchaser shall on or before the delivery of the possession of the Premises pay to the Developer the following amounts:
- (a) Rs.15,000.00 (Rupees Fifteen Thousand Only) towards legal charges
  - (b) Rs.5,000.00 (Rupees Five Thousand Only) non-refundable for Organization formation charges
  - (c) Rs.600.00 (Rupees Six Hundred Only) non-refundable for share money, application, entrance fee of the Organization
  - (d) Rs.42,600.00 (Rupees Forty Two Thousand Six Hundred Only) charges towards installation of transformer, electric meter, water meter, etc. up to the ground floor of the Building
  - (e) Rs.38,340.00 (Rupees Thirty Eight Thousand Three Hundred and Forty Only) as and by way of 12 months advance towards proportionate share of taxes, maintenance and other charges (including without limitation development and common infrastructure charges)

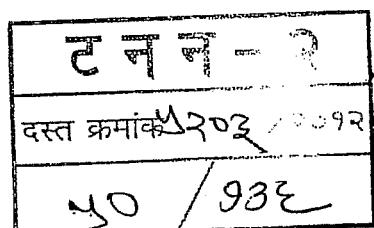
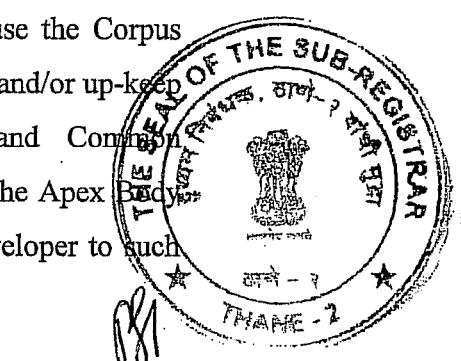


- (f) Rs.38,340.00 (Rupees Thirty Eight Thousand Three Hundred and Forty Only) as and by way of a 6 months deposit towards proportionate share of taxes, maintenance and an advance 6 month towards proportionate common infrastructure maintenance charges
- (g) Rs.15,975.00 (Rupees Fifteen Thousand Nine Hundred and Seventy Five Only) towards corpus fund which will be transferred to the Organization to be utilized for the future maintenance
- (h) Rs.106,500.00 (Rupees One Lakh Six Thousand Five Hundred Only) towards development and infrastructure charges
- (i) Rs.10,000.00 (Rupees Ten Thousand Only) towards Security Deposit
- (j) Rs.3,195.00 (Rupees Three Thousand One Hundred and Ninety Five Only) as and by way of 12 months deposit towards common infrastructure (Township) Maintenance charges.
- (k) Rs.3,195.00 (Rupees Three Thousand One Hundred and Ninety Five Only) as and by way of 12 months advance towards common infrastructure (Township) Maintenance charges.
- (l) Rs.26,625.00 (Rupees Twenty Six Thousand Six Hundred and Twenty Five Only) Club House

- iii) The Developer shall hand over the deposits as mentioned in (e) and (f) hereinabove or balance thereof to the <sup>RECEIVED</sup> <sup>THE SUB-REGISTRAR</sup> <sup>AT MUMBAI, TANZIKA, 2012</sup> Organization as aforesaid. In the event of any additional amount becoming payable, the Purchaser shall forthwith on demand pay and deposit the difference to the Developer. The aforesaid amount/deposit shall not carry any interest.



- iv) The Developer shall maintain a separate account in respect of sum received from the Purchaser as advance or deposit as mentioned in [e] and [f] hereinabove, on account of the share capital of the Organization, maintenance and other charges and shall utilize the same for the purpose for which they have been received.
- v) The Purchaser hereby agrees and confirms to pay the Developer on demand the required charges towards installation of pipeline for supply of natural gas to the Premises on or before taking possession of the same. The Purchaser further agrees to make the payment at actuals to the concerned Gas Company towards consumption of the natural gas as and when it becomes due and payable.
- vi) A corpus fund will be set-up for the repairs and maintenance of the Larger Property Infrastructure, Common Amenities and Facilities ("Corpus Fund"). The Purchaser hereby covenants with the Developer that:
- (a) the Purchaser shall pay to the Developer the sum of Rs.15,975.00 (Rupees Fifteen Thousand Nine Hundred and Seventy Five Only) within 8 (eight) days of the demand letter by the Developer or at the time of delivery of possession of the Premises , whichever is earlier, towards his/her/their/its non-refundable contributions to the Corpus Fund. The Developer shall be entitled to use the Corpus Fund for payments towards the maintenance and/or up-keep of the Larger Property Infrastructure and Common Amenities and Facilities until formation of the Apex Body and transfer of the Corpus Fund by the Developer to such Apex Body;

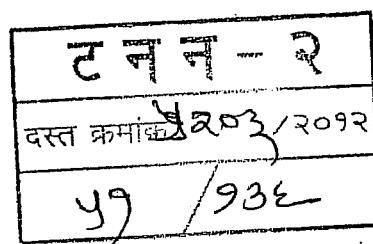
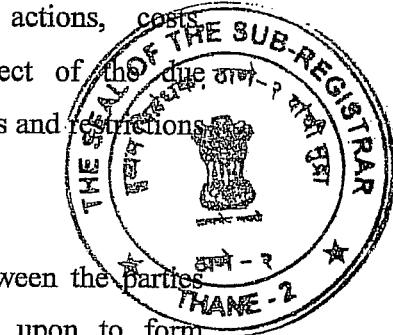


- (b) the **Developer** shall open a bank account in respect of the **Corpus Fund** for the limited purpose of depositing therein contributions towards the Corpus Fund and making disbursements towards such repair and maintenance of the Larger Property Infrastructure and Common Amenities and Facilities.;
- (c) the **Developer /Apex Body** (as the case may be) shall be entitled to invest the Corpus Fund less the aggregate of the payments to be made to the project management agency or any other organizations towards the repairs and maintenance of the Larger Property Infrastructure and Common Amenities and Facilities in accordance with the Infrastructure Agreements made with them, in fixed deposit/s and/or any other investment schemes with bank/s for an appropriate term as may be determined by the Developer/ Apex Body and or its nominees / assigns;

15. (i)The Lease in favour of the Organization shall inter alia contain

(1) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Developer for safeguarding its overall interest in the Property and the Building and other structures to be constructed thereon and (2) a covenant by the Purchaser to indemnify and keep indemnified the Developer against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein;

(ii) Unless it is otherwise agreed to by and between the parties hereto, the Developer shall not be called upon to form Organization unless all the premises in the Building and other structures constructed on the Property have been sold



and disposed of and the Developer has received full consideration or dues payable to them under the Agreements for Sale with the respective Purchaser of the various Premises; the Developer has fully utilized the Floor Space available from the Property and/or has fully utilized the increased FSI available by any change in the Development Control Regulations and/or has fully utilized the TDR and any Additional FSI or benefit in any form that may be allotted / granted / released / sanctioned by the Sanctioning Authorities and / or has fully utilized the TDR or Floor Space available in respect of the Property as a receiving plot, as the case may be, and/or that Occupation Certificate or the building Completion Certificate have been received from the TMC.

- (ii) Advocates & Solicitors for the Developer shall prepare and/or approve, as the case may be, the transfer documents to be executed. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the transfer documents and formation and registration of the Organization shall be borne and paid by the purchasers of the various premises in the Building/s and/or Organization on its formation. Such amount shall be kept deposited by the Purchaser with the Developer at the time of taking the possession of the Premises and shall, until utilization, remain with the Developer.
- (iii) Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Premises or of the Property or any part of the Property or the Building or any part thereof.

#### **16. DISPUTE RESOLUTION, MEDIATION, ARBITRATION AND JURISDICTION:**

- 1. The Parties to this Agreement hereby agrees that they shall, at all times, act in good faith, and make all attempts to resolve all differences or disputes howsoever arising out of or in connection with this Agreement by direct negotiation between the parties, if the parties are unable to settle the disputes through direct negotiations, then in that event the parties



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agree to submit the dispute to mediation. Such mediation should be referred to MCHI Grievance Cell for resolving the disputes/differences between the parties. Any party to the dispute may give written notice to the other party of his or her desire to commence mediation, and a mediation session must take place within [30] days after the date such notice is given to the either party, failing which thereafter the Parties shall submit the dispute to arbitration as mentioned in Clause 16.2 below. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. Any party refusing to mediate shall not prevent the other party or parties from pursuing their claims in arbitration.

2. The Parties shall be bound to submit all disputes and differences howsoever arising out of or in connection with this Agreement, to arbitration by one (1) arbitrator, failing which by three (3) arbitrators: one nominated by the Developer, the second by the Purchaser and the third chosen by the two (2) arbitrators so nominated by the Parties. The Parties agree that until the arbitration proceedings are complete, they shall not take their disputes to a court of law. The Arbitration and Conciliation Act, 1996, shall in all matters govern the arbitration.
3. The arbitrators shall be persons of professional repute, who are not directly or indirectly connected with any of the Parties to this Agreement. They shall have prior experience as arbitrators.
4. The place of arbitration shall be Thane. The language to be used in the arbitration proceedings shall be English.
5. The award of the arbitration proceedings will be final and binding on Parties to the Agreement.



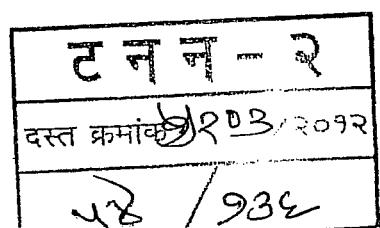
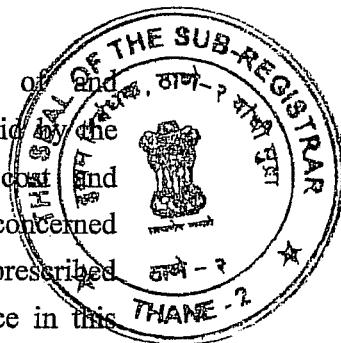
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6. This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the laws of India. The Parties agree to submit to the exclusive jurisdiction of the courts in Thane in connection with any dispute arising out of or in connection with this Agreement.

17. (i) The portion of property as described in "Second Schedule" is part and parcel of the larger property more particularly described in "First Schedule" is being Developed under Special Township scheme notified vide notification No. CMS/TPS/1207/220/CR – 541/08/UD – 12 dt.24/08/09. As per policy guideline for development of Special Township Scheme bearing No. TPS/1204/THANE. D.P DCR/UD -12 dated 25/5/2006 vide clause 2(b) of the schedule therein, the stamp duty rates applicable for the project are 50% of prevailing rates. Accordingly on basis of the above guidelines and Government Gazette bearing No. Mudrank 2006/U.O.R.53/C.R. 536/M-1 dated 15.1.2008, the Agreement for Sale for one of the flat has been adjudicated from Collector of Stamps, Thane City vide adjudication No. 735/09 dtd. 5.12.2009 with 50% exemption payable in Stamp Duty. As the present Agreement for Sale of the flat under reference is on the similar lines of the Agreement already adjudicated and as the flat is situated on the land which is the part and parcel of the larger property more particularly described in the "First Schedule", the adjudication of document is not warranted and 50% stamp duty is being paid for registration of this Agreement.

(ii) The stamp duty and the registration charges incidental to this Agreement shall be borne and paid by the Purchaser. The Purchaser shall at his/her/their cost and expenses, lodge this Agreement before the concerned Sub - Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice in this regard the Developer shall attend such office and admit the execution thereof. Any difference/recovery in the stamp duty paid by the Purchaser to the Collector of

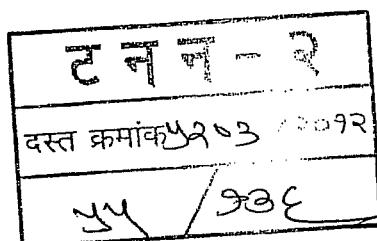


Stamps will be borne by the Purchaser and shall have no claim against the Developer for such inconvenience.

18. Any notice to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details first set out above. Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent through registered letter, courier service, personal delivery or facsimile date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service facsimile notice shall be the business day after sending of such facsimile.
19. It is also understood by and between the parties hereto that the terrace space in front of or adjacent to the premises, if any, shall belong exclusively to the respective purchaser of such premises and such terrace spaces are intended for the exclusive use of such purchaser and no other purchaser/s of premises in the Building shall have any right to the said terrace. The said terrace shall not be enclosed by the purchaser till the permission in writing is obtained from the concerned local authority and the Developer or the Organization.
20. The Purchaser shall indemnify and keep indemnified the Developer and hold the Developer harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees) in relation thereto) of whatsoever nature incurred or suffered by the Developer directly or indirectly in connection with

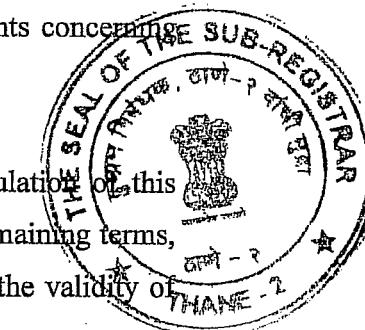


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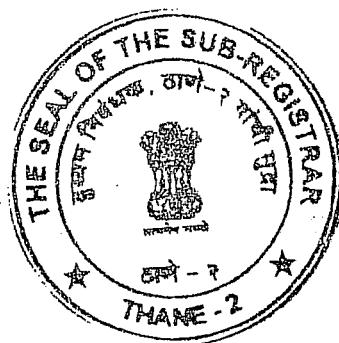
- (a) the enforcement of or the preservation of any rights of the Developer under this Agreement; (b) any breach and/or default by the Purchaser in the performance of any and/or all of his/its obligations under this Agreement; (c) any injury to any Property(ies) or persons(s); or death of person(s); or damages to any Property(ies) howsoever arising related to the use and/or occupation of the Premises and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (d) Purchaser's non-compliance with any of the Restrictions regarding the use and/or occupation of the Premises.
- (21) (i) This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire Agreement between the parties hereto and there are no other representations, warranties, conditions or collateral Agreements, express or implied, written or oral, whether made by the Developer, any agent, employee or representative of the Developer or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser or made available for the Purchaser's viewing. This Agreement shall form the only binding Agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous Agreements concerning the Premises between the parties hereto.

- (ii) The invalidity of any term, conditions or stipulations of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.



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- (iii) No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.
  
- (iv) If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchaser shall be joint and several.
  
- (v) The Purchaser hereby agrees and confirms that any liability, tax, duties or impositions including service tax, works contract tax, vat etc. related to the construction on the Property and/or any activity whatsoever related to the Premises or any proceedings or litigation related to the same, shall be due and payable by the Purchaser. The Developer shall have the right and be entitled to recover such amounts proportionately or otherwise if required by the law from the Purchaser and the Developer's decision in respect of the same shall be final and binding to the Purchaser.



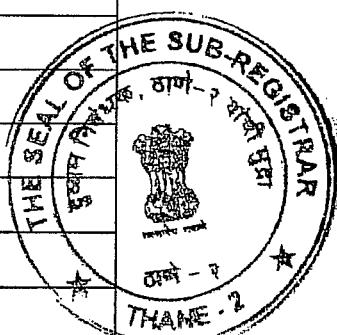
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*[Handwritten signature]*

**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**LARGER PROPERTY**

ALL THAT piece of land, ground and hereditaments together with the structure standing thereon situate, lying and being at Village *Majiwade*, Taluka & District Thane and bounded as follows:

Sr. No.	Survey No.	Hissa No.	Total area Under TOWNSHIP in Sq.mtrs.
1	12	1	1490
2		2	4320
3		3	3620
4		4	3240
5	13	1	730
6		2	810
7		3	630
8	15	1	3240
9		2	300
10		3	3210
11		4	1520
12		5	3360
13	16	2a	1930
14		3	2790
15		4	1060
16		5	2020
17		6	580
18	17	3	1370
19		4a	3270
20		5	990
21		6a	2270
22	18	3a	660
23		4a	260



ट न न - २
दस्त क्रमांक ३२०३ २०९२
५८ / १८८

24		6a	130
25	19	1a	920
26		2a	2150
27		3a	2280
28		4a	2180
29		5a	990
30	20	1	180
31		2	350
32		3	4660
33		4	1490
34	21	1pt	1122.15
35	30	2	4000
36	30	3	4280
37	35	1	1720
38		2	1310
39		3	5160
40		4	1470
41		5	630
42		6	230
43		7	300
44		8	330
45	36	1	380
46		2	1370
47		3	1370
48		4	2330
49		5	150
50		6	2070
51		7	3180
52	37	1	2280
53		2	430
54		3	4160
55		4	2170
56		5a	960



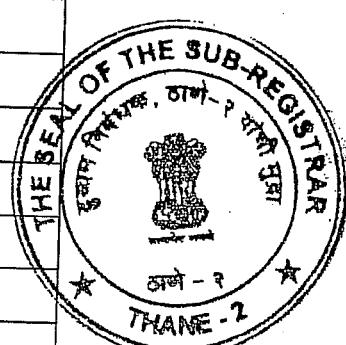
ट न न - २
दस्त क्रमांक ५२६३ - २०९२
ye / १३८

57		6	1290
58	37	7a	3020
59		9a	940
60	38	1a	1040
61		2	300
62	41	1	1570
63		2	610
64		3	3490
65		4	3010
66		5	350
67		6	4270
68		7	3690
69		8	3740
70		9	8660
71	42	1	330
72		2	940
73		3	2350
74		4	530
75		5	510
76		6	2830
77		7	2400
78	43	1	230
79		2	1850
80		3	1900
81		4	1640
82		5	3030
83		6	3140
84		7	1920
85	43	8	200
86		9	560
87		10	3820
88		11	200
89		12	780



टचन - २
दस्त क्रमांक ३२५८०९२
६० / १३६

90	44	1	960
91		2	100
92		3	1060
93		4	1820
94		5	4410
95		6	2020
96	45	1	180
97		2a	3770
98		3	200
99		4a	230
100		5a	250
101	45	7a	1420
102		8a	2490
103		9	2880
104		10	400
105	46	1a	1390
106		2	730
107		3a	2430
108		4a	100
109		6a	870
110		7a	340
111		8	1060
112	47	1a	700
113		3a	2460
114		4	2000
115		5	2070
116		6	1720
117		7	280
118		8	1540
119	48	1	380
120		2	480
121		3	960
122		4	1920



ट न न - २
दस्त क्रमांक २०३/२०१२
६९ /८३

123		5	4220
124		6	180
125		7	2300
126		8	1420
127	49	1	1040
128		2	1110
129		3	180
130	50	1	3010
131		2	4020
132		3	1870
133	51	1	2150
134		2	560
135		3	3950
136		4	3950
137		5	5730
138		6	5200
139	51	7	3490
140		8	4730
141		9	1370
142	54	1	610
143		2	3440
144		3	610
145		4	4040
146	55	1	300
147		2	300
148		3	3830
149		4	410
150		5	400
151	84	1	2600
152	327	1	1010
153	327	2/a	18600
154		2/b	4860
155		2/c	5060



ट न न - २
दस्त क्रमांक १३२०३/२०१२
६२/९३८

156		2/d	180
157		2/e	4250
158		2/f	510
159	327	2/g	1060
160		2/h	1750
161		2/j	560
162	327	4	150
163	328	1	200
164	328	2	280
165	328	3/a	5080
166		3/b	5490
167		3/c	300
168		3/d	5490
169		3/e	2860
170		3/f	1110
171		3/g	5490
172		3/h	510
173		3/j	860
174	329	1	510
175		2	7080
176		3	8830
177		4	200
178		5a	2230
179		6a	410
180	345	1	4050
181		2	480
182		3	410
183		4	180
184		5	3590
185		6	2730
186		7	5580
187		8	2480
188		9	5770



ट न न - २
दस्त क्रमांक २०३/२०१२
६३ / २३९

189		10	3090
190		11	2510
191		12	1640
192		13	560
193		14	150
194		15	910
195		16	1420
196	345	17	140
197	383	---	24410
198	423	1 A	910
199		1 B	3340
200		1 C	4970
201		1 D	4660
202		1 E	4150
203		1 F	4260
204		1 G	1920
205		1 H	1030
206	423	10	3030
207	424	1 A	1720
208		1 B	3440
209		1 C	3140
210		1 D	400
211	424	6	17547
Total		<b>475719.15</b>	

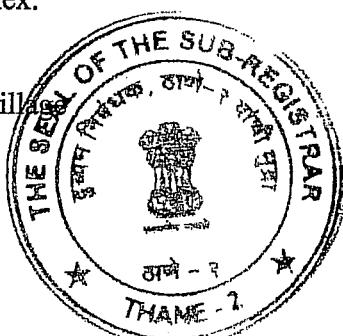
On or towards the East : by existing Saket complex & Ulhas Creeklet.

On or towards the West : by Lodha Paradise & Vrindhavan Complex.

On or towards the North: by Lodha Paradise & Balkum Village.

On or towards the South: by Police land bearing S. No. 386/3 of Village

Majiwade.



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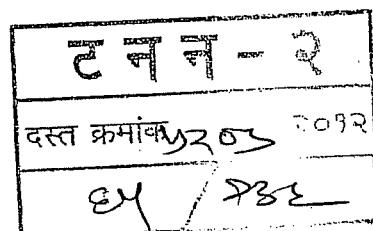
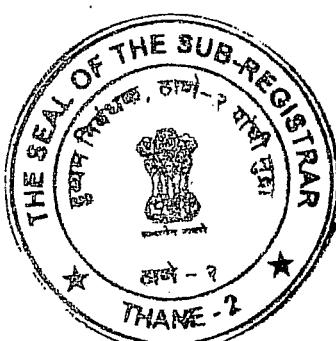
ट न न - २
दस्त क्रमांक ३०३ / २०१२
६८ / ९३६

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

ALL THOSE piece or parcels of land or ground situated lying and being at Mouje Majiwade, Taluka and District Thane and in the Registration Sub-District and District Thane bearing the following Survey Numbers, Hissa Numbers and areas as under and hereinabove referred to as "The Property".

Sr. No.	Survey No.	Hissa No.	Total Area in Sq.mtrs.
1	12	1	1490
2	12	2	4320
3	12	3	3620
4	12	4	3240
		Total	12670
5	13	1	730
6	13	2	810
7	13	3	630
		Total	2170
8	84	1	2600

- On or towards the East : 30 mtrs. wide HCMTR.  
 On or towards the West : Survey No. 11 of Village Majiwade.  
 On or towards the North : Survey No. 11 Of Village Majiwade  
 On or towards the South: : Mumbai Nashik Highway.



**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**COMMON AREAS AND AMENITIES**

- (a) Cable TV room
- (b) Common area control room
- (c) Electrical meter room
- (d) U.G + O.H Tank and pump room
- (e) Substation (Common for Astraea & Athena)
- (f) Entrance lobby
- (g) Letter box area
- (h) Society office with toilets
- (i) Security room with toilet
- (j) DG Set
- (k) Watchman's cabin
- (l) Staircase
- (m) Servants toilet
- (n) Common toilet
- (o) Sewage Treatment Plant (Common for Astraea & Athena)
- (p) Telephone room
- (q) Lift lobby
- (r) Lift machine room
- (s) Club house.
- (t) Passenger & stretcher lift
- (u) One lift with D G Back-up for each wing
- (v) DG back-up for common area lighting and fire fighting pumps
- (w) Video door phone facility
- (x) Decorative Entrance Lobby
- (y) Fire hydrant on every floor
- (z) Podium area with facilities like Landscape Garden
- (aa) Municipal water supply
- (bb) Storm Water Drain with Rain Water Harvesting facility



ट न न - २
दस्त क्रमांक Y203 २०१२
E 7 ७ ३ E

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

All areas not covered under "Common Areas and Facilities" including open spaces, basements, terraces and parking spaces are restricted areas and facilities and the Developer shall have absolute right to dispose of the same to any person/s in the manner the Developer deems fit and proper.

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

SIGNED AND DELIVERED ) For Kapstone Constructions Pvt.Ltd.

By the withinnamed "Developer" )

Kapstone Constructions )

Private Limited ) Director



in the presence of )

1) Sunil Patil )

2) Sankesh Kolambekar )

SIGNED AND DELIVERED )

By the withinnamed "Purchaser" )

Mrs.Pragna Kirti Kedia )

)

)

)

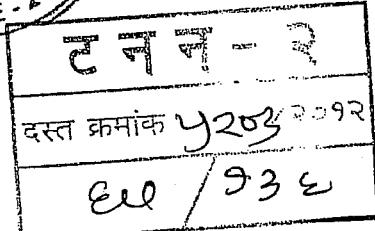
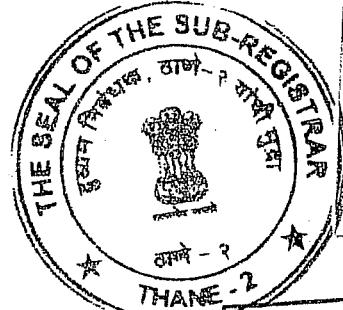
)



in the presence of )

1) Sunil Patil )

2) Sankesh Kolambekar )



RECEIPT

RECEIVED from Mrs.Pragna Kirti Kedia a sum of  
 Rs.1,400,000.00 (Rupees Fourteen Lakh only) by Cheque/DD/ No.  
 mentioned below being the amount as provided for hereinabove.

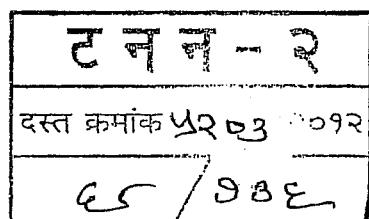
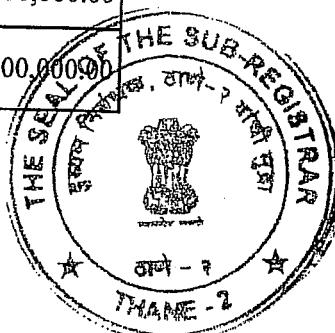
For Kapstone Constructions Private Limited

(DEVELOPER)

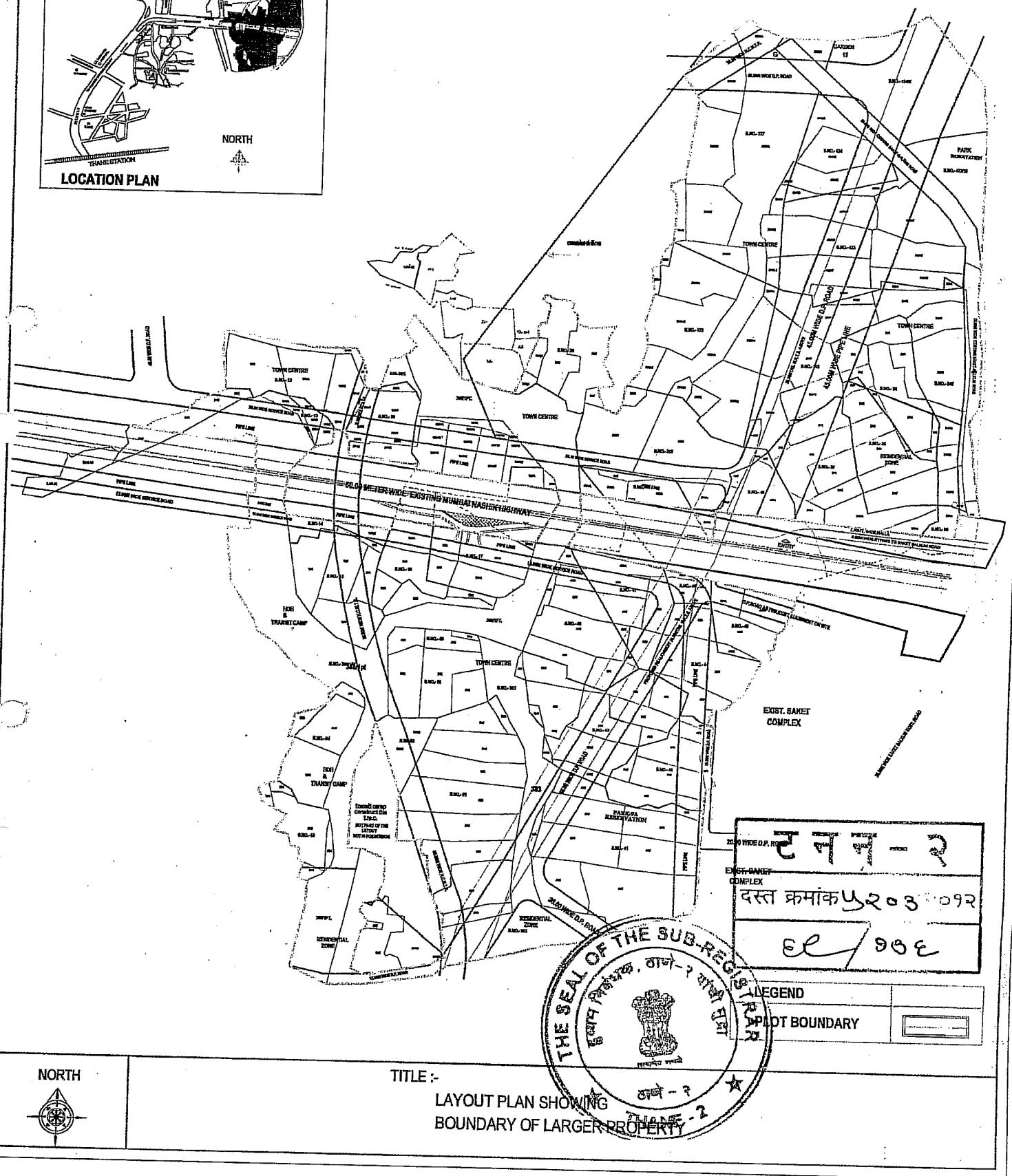
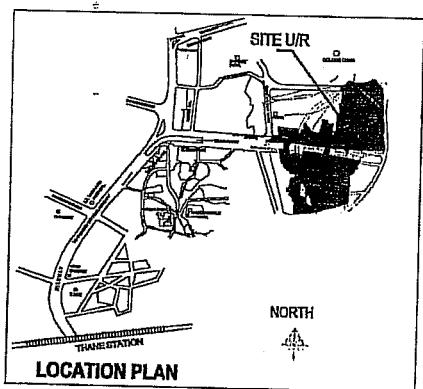
Witness:

1. Sunil patel
2. Sankesh Kolambekar

DATE	CH.NO.	BANK NAME	AMOUNT
09/05/2007	282279	The HSBC Bank - Vile Parle (W)	100,000.00
09/05/2007	282287	The HSBC Ltd - Vile Parle (W)	100,000.00
15/01/2008	381302	Hsbc Bank Ltd - Vile Parle (W)	200,000.00
15/01/2008	352025	Hsbc bank - Vile Parle	200,000.00
23/07/2010	690350	Indian Overseas Bank. Andheri (W).	400,000.00
16/12/2010	721144	Indian Overseas Bank, Andheri West.	400,000.00



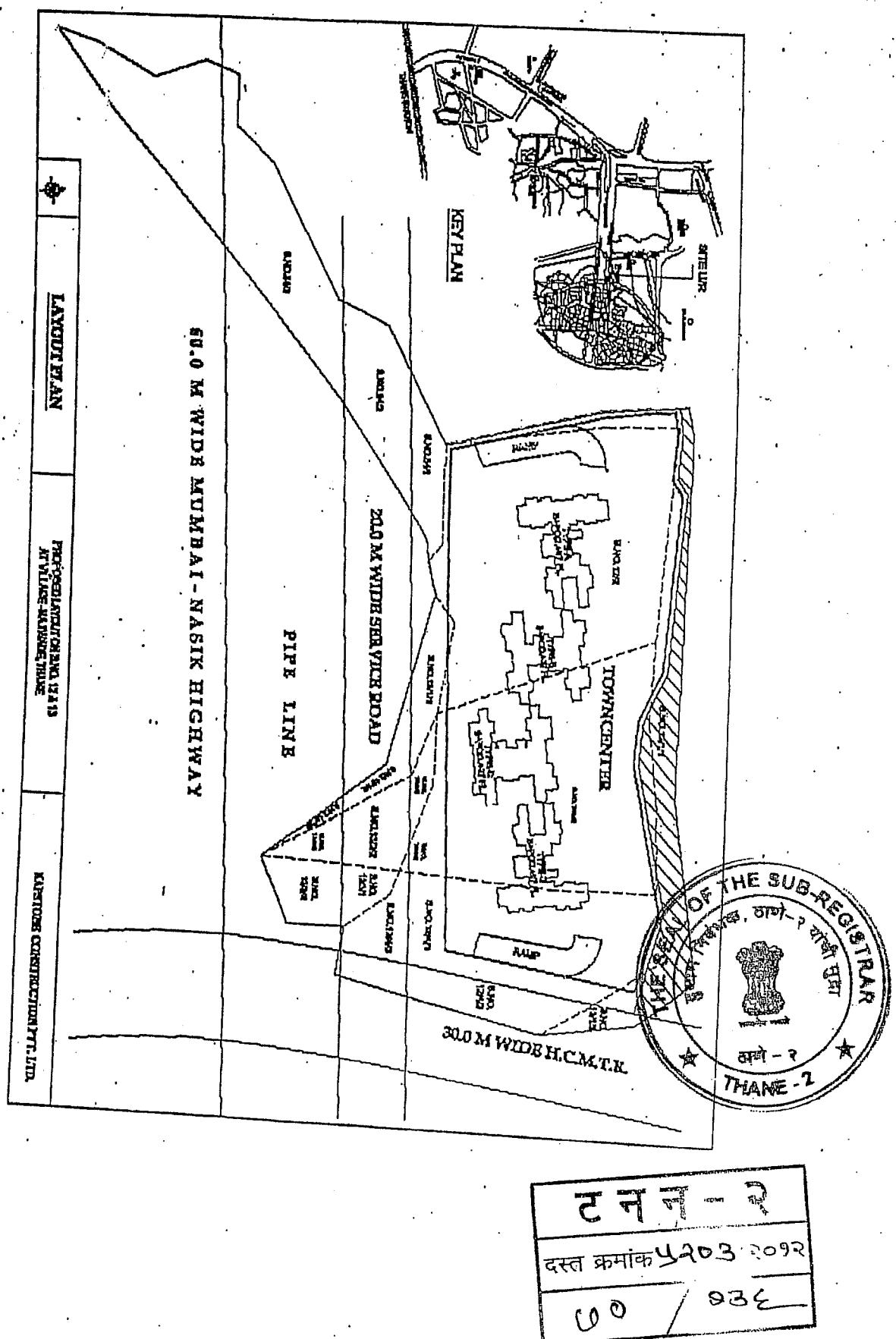
Annexure A : Layout of Larger Property



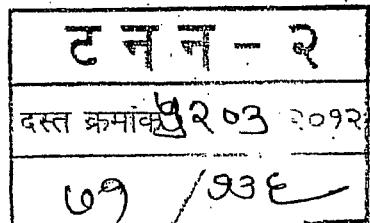
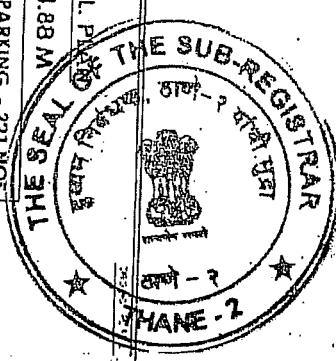
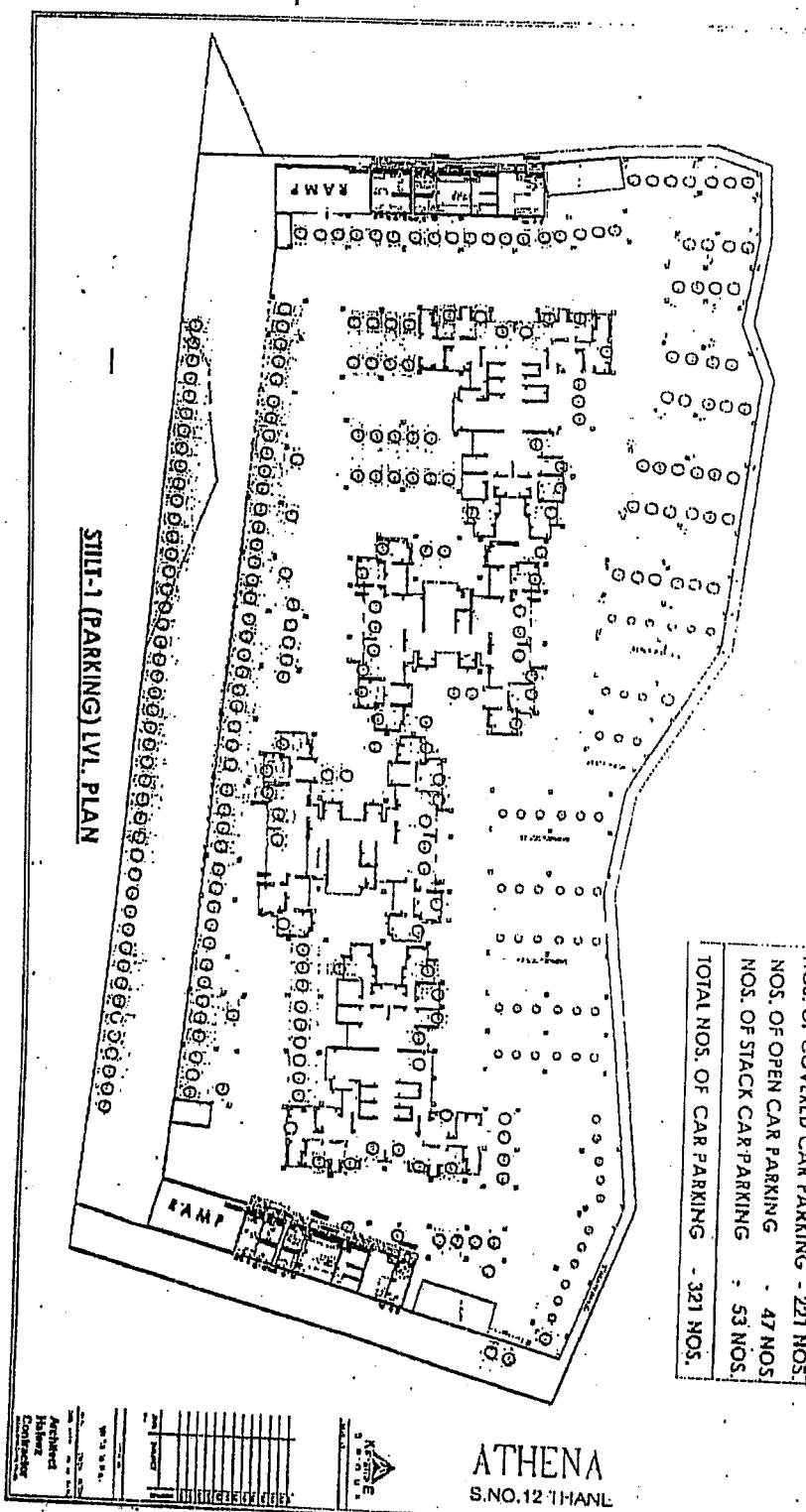
66

J.P. Ponnuth

**Annexure B: Existing Athena Layout and Plans**

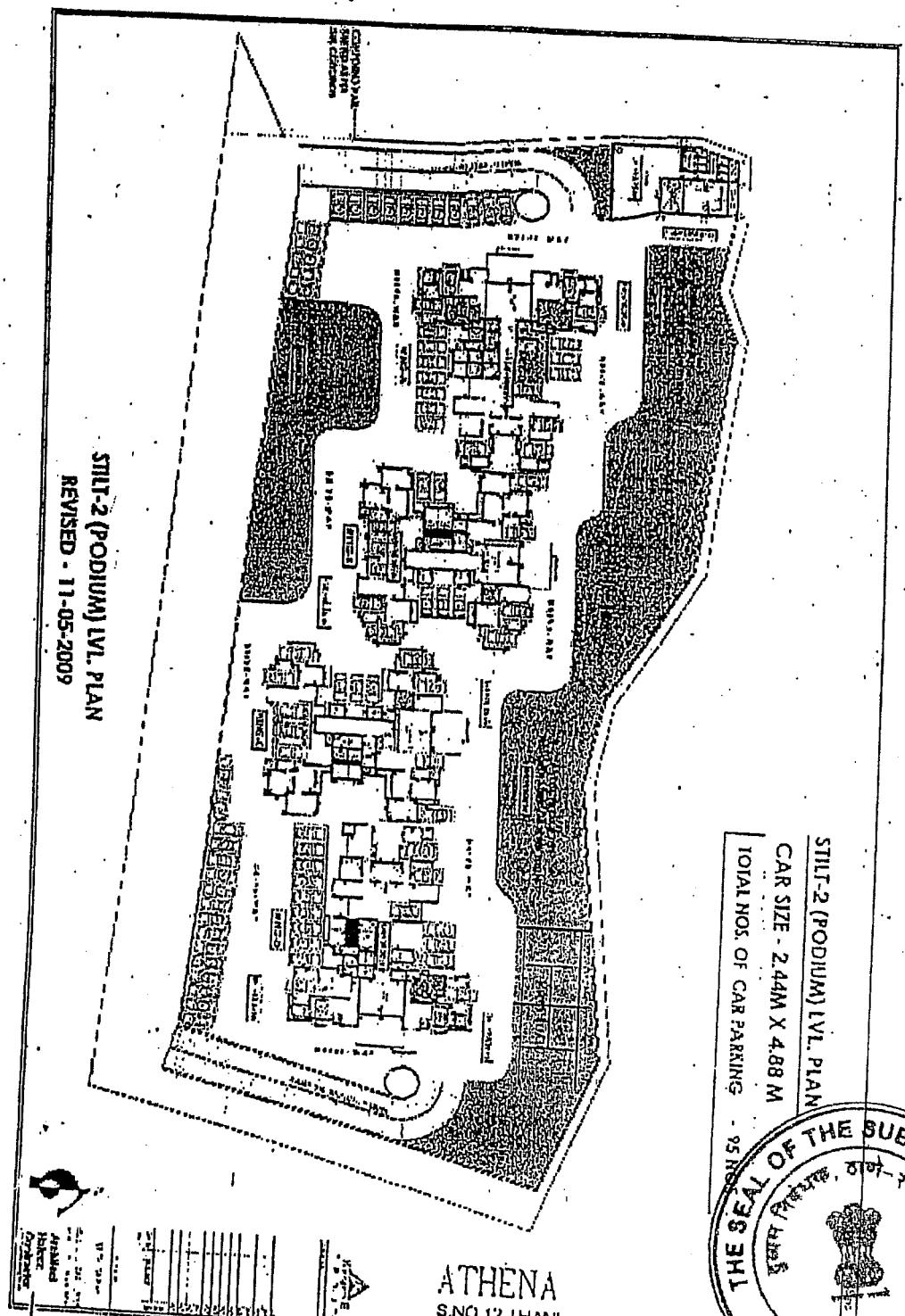


Annexure C: Proposed ATHENA Plans (1 of 2)



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Annexure C: Proposed ATHENA Plans ( 2 of 2)



ट न न - २	
दस्त क्रमांक पृ२८३/२०९२	
६२	९८८

"Annexure D"

KANTILAL UNDERKAT & CO.

ADVOCATES & SOLICITORS

K. G. Underkat

Ref. No.

FURTHER TITLE CERTIFICATE

KGU/NCB-117/ 465 /2008

19th July, 2008

Kapstone Constructions Private Limited,  
Ideal Farm,  
Dahisar (W),  
Mumbai - 400 068.

Dear Sirs,

Re: ALL THOSE piece or parcels of land or ground situated lying and being at Mouje Majiwada Village in Taluka North Salsette, District Thane and in the Registration Sub-District and District Thane and more particularly written in the Schedule hereunder written.

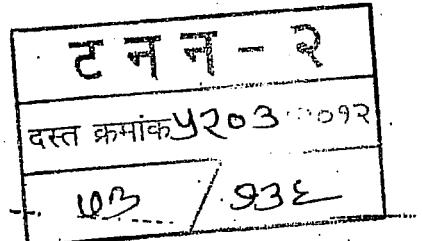
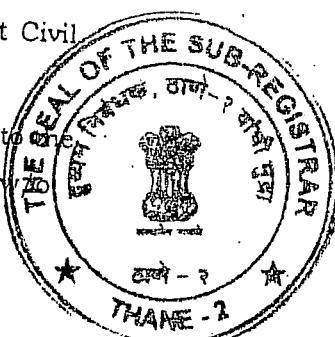
1. In the above matter we had issued our Title Certificate dated 10th July, 2006 bearing Ref No. KGU/NCB-117/480/2006.

2. In para 7 of the said Title Certificate at the end through oversight we had mentioned that they have filed the said Suit No. 65/87. However the same is filed by you. You have informed us that the Consent Terms have been tendered to the Court but the Order has remained pending in terms thereof.

"They have filed a Suit No. 65/87 in Court of Joint Civil Judge, S.D. Thane and the same is also settled."

3. In para 6 of the said Title Certificate we have referred to the claim of Smt. Sushila Mahavirsingh Bhardwaj, Sarita Devi

(S)



84 JANMABHOOMI MARG, 1ST FLOOR, FORT, MUMBAI - 400 001

Karam Singh, Sangita devi W/o. Shri Jasvinder Singh, Yaspal Singh, Kirtpal Singh, Parvatibai Rajasinh Varma, Pramila Abhaysingh and Anita Mangatram Rana. You have informed us that you had filed Suit against them being Special Suit No.204 of 2006 in the Court of Civil Judge (S.D.) Thane at Thane. You have also informed us that the same is decreed with cost by an Order dated 3<sup>rd</sup> March, 2008. You have produced the Order dated 14<sup>th</sup> March, 2008 for our perusal.

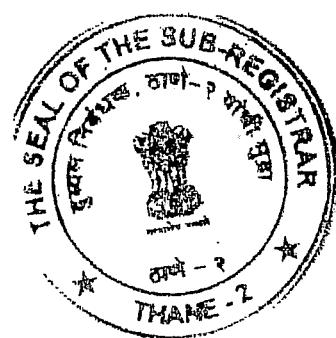
4. Subject to the aforesaid, in our view title of the above property is clear, marketable and free from all encumbrances.

The Schedule Above Referred To

ALL THOSE piece or parcels of land or ground situated lying and being at Mouje Majiwada Village in Taluka North Salsette, District Thane and in the Registration Sub-District and District Thane bearing the following Survey Numbers and Hissa Numbers assessment and area as under

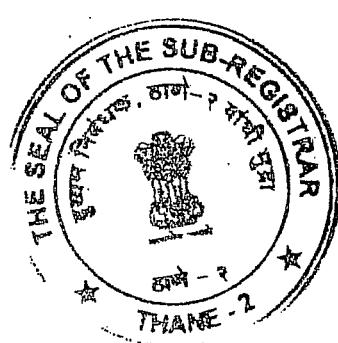
Survey No.	Hissa No.	Area in Sq. Mtrs.
12	1	
12	2	
12	3	
12	4	
	Total	12670
13	1	
13	2	
13	3	
	Total	2170
15	1	
15	2	
15	3	
15	4	

CM



ट न न - २
दस्त क्रमांक २०३ / ०९२
६४ / ९३८

Survey No.	Hissa No.	Area in Sq. Mtrs.
15	5	
	Total	11630
16	1pt	
16	2pt	
16	3	
16	4	
16	5	
16	6	
	Total	10140
17	3	
17	4pt	
17	5	
17	6pt	
	Total	10520
18	3pt	
18	4pt	
18	6pt	
	Total	6980
19	1pt	
19	2pt	
19	3pt	
19	4pt	
19	5pt	
	Total	11460
20	1	
20	2	
20	3	
20	4	
	Total	6680
22	NIL	2380
35	1	
35	2	
35	3	
35	4	
35	5	



टचन - २
दस्त क्रमांक ५२०३ / २०९२
८४ / १३६

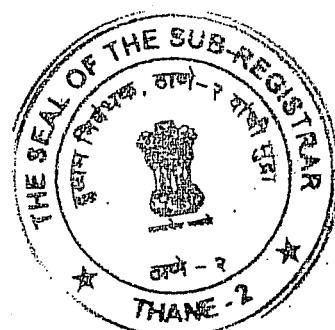
72

Survey No.	Hissa No.	Area in Sq. Mtrs.
35	6	
35	7	
35	8	
Total		11150
36	1	
36	2	
36	3	
36	4	
36	5	
36	6	
36	7	
Total		10850
37	1	
37	2	
37	3	
37	4	
37	5pt	
37	6	
37	7pt	
37	9pt	
Total		20210
38	1pt	
38	2	
Total		3440
41	1	
41	2	
41	3	
41	4	
41	5	
41	6	
41	7	
41	8	
41	9	
Total		29390
42	1	
42	2	
42	3	

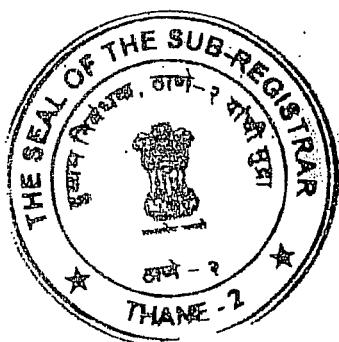
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73

ट न न - १
दस्त क्रमांक ५२०३००९२
८६ / ९९६



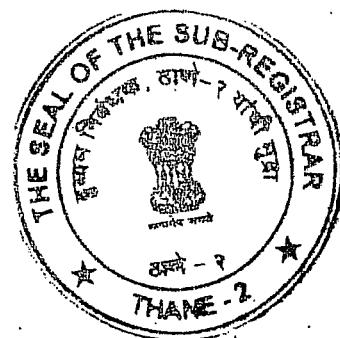
Survey No.	Hissa No.	Area in Sq. Mtrs.
42	4	
42	5	
42	6	
42	7	
	Total	9890
43	1	
43	2	
43	3	
43	4	
43	5	
43	6	
43	7	
43	8	
43	9	
43	10	
43	11	
43	12	
	Total	19270
44	1	
44	2	
44	3	
44	4	
44	5	
44	6	
	Total	10370
45	1	
45	2pt	
45	3	
45	4pt	
45	5pt	
45	7pt	
45	8pt	
45	9	
45	10	
	Total	23770
46	1pt	
46	2	
46	3pt	



ट न न - २
दस्त क्रमांक ५२०३/२०९२
७४ / ९३८

Survey No.	Hissa No.	Area in Sq. Mtrs.
46	4pt	
46	6pt	
46	7pt	
46	8	
	Total	14090
47	1pt	
47	3pt	
47	4	
47	5	
47	6	
47	7	
47	8	
	Total	14750
48	1	
48	2	
48	3	
48	4	
48	5	
48	6	
48	7	
48	8	
	Total	11860
49	1	
49	2	
49	3	
	Total	2330
50	1	
50	2	
50	3	
	Total	8900
51	1	
51	2	
51	3	
51	4	
51	5	
51	6	
51	7	

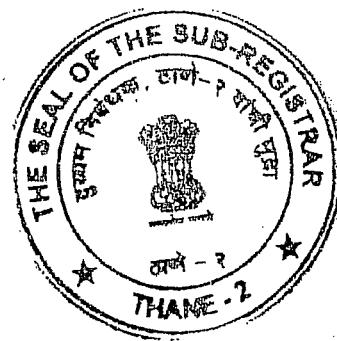
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ट न न - २
दस्त क्रमांक २०३/२०९२
५६ / ९३८

Survey No.	Hissa No.	Area in Sq. Mtrs.
51	8	
51	9	
	Total	31130
54	1	
54	2	
54	3	
54	4	
	Total	8700
55	1	
55	2	
55	3	
55	4	
55	5	
	Total	5240
84pt		3410
89		3160
327	2/1	
327	2/2	
327	2/3	
327	2/4	
327	2/5	
327	2/6	
327	2/7	
327	2/8	
327	2/9	
327	C	
	Total	36830
328	3/1	
328	3/2	
328	3/3	
328	3/4	
328	3/5	
328	3/6	
328	3/7	
328	3/8	
328	3/9	

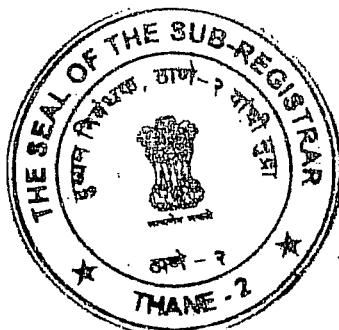
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ट न न - २
दस्त क्रमांक ५२०३ / २०९२
५१ / ९८६

Survey No.	Hissa No.	Area in Sq. Mtrs.
	Total	27190
329	1/1	
329	2	
329	3	
329	4	
329	5pt	
329	6pt	
	Total	19680
345	1	
345	2	
345	3	
345	4	
345	5	
345	6	
345	7	
345	8	
345	9	
345	10	
345	11	
345	12	
345	13	
345	14	
345	15	
345	16	
345	17	
	Total	35690
423 A	1	
423 A	2	
423 A	3	
423 A	4	
423 A	5	
423 A	6	
423 A	7	
423 A	8	
423 A	C	
(423)	Total	28270
424A	1	
424A	2	

Cm



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दस्त क्रमांक ५२०३/२०९२
८ / १३६

KANTILAL UNDERKAT & CO.  
ADVOCATES & SOLICITORS

Continuation Sheet

Survey No.	Hissa No.	Area in Sq. Mtrs.
424A	3	
424A	4	
424A	C	
(424)	Total	26670
383		24410
	Grant Total	515280
Less Area under Reservation		46000
Net Area available for Development		469000

For M/s. Kantilal Underkat & Co.  
Advocates and Solicitors

J. S. Underkal -

Proprietor

11KutubKOU\hindserver\UNNIS\ROMAKINOB-117 FURTHER TITLE CERTIFICATE [Prop. of Thane] Final 19-07-08.doc [Veronica]



ट न न - २
दस्त क्रमांक २०३/२०१२
८९ / ९३६

KANTILAL UNDERKAT & CO.  
ADVOCATES & SOLICITORS

K. G. Underkat

UNADKAT TERRACE, 1ST FLOOR,  
27, ANJU SHOPPING CENTRE,  
TILAK ROAD, SANTACRUZ (W),  
MUMBAI 400 054.  
TEL.: 2605 2459 / 2605 2460  
FAX : 2605 4009

Ref. No.

KGU/NCB-117/ 430 /2006

Date \_\_\_\_\_  
10th July, 2006

M/s. Kapstone Constructions Private Limited,  
Ideal Farm,  
Dahisar (W),  
Mumbai - 400 068.

Dear Sirs,

Re: ALL THOSE piece or parcels of land or ground situated lying and being at Mouje Majiwada Village in Taluka North Salsette, District Thane and in the Registration Sub-District and District Thane and more particularly written in the Schedule hereunder written.

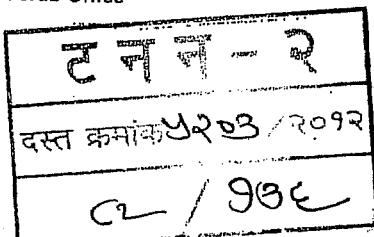
1. In the above matter we have caused Search to be taken from the Sub Registrar of Assurances at Thane from 1951 to 2002 and Sub Registrar of Assurances at Boribay from 1949 to 2002 and perused the same.

2. We have also perused copies of the documents referred to herein.

3. From such Searches the following position emerges:-

a) By a Consent Decree dated 1st February, 1949 and registered with the Sub Registrar of Assurances at Bombay (now Mumbai) at No.2633 of 1949 one Raja Singh Varma was confirmed as the Owner of the above property and was directed to pay a sum of Rs.18,000/- (Rupees Eighteen Thousand Only) with interest and cost in Suit No.275 of 1948 as above property more particularly described in the Schedule hereunder written was charged for the said sum of Rs.18,000/- Thus the said Raja Singh Varma was the Owner of the said property.

FORT OFFICE :  
84, JANMABHOOMI MARG, 1ST FLOOR, FORT, MUMBAI 400 001. • TEL.: 2204 5739  
Correspondence, Communication, Services only at Santacruz Office



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- b) It appears that the said property was owned by Raja Singh Varma for and on behalf of his joint Hindu Undivided Family known as Raja Singh Girdhari Singh Varma H.U.F.
- c) By an Agreement for Sale dated 15<sup>th</sup> September 1966 late Rajasinh Girdhari Singh Varma, for self and on behalf of and as Karta and manager of the HUF agreed to sell and transfer the said property as described in the First Schedule hereunder written to a partnership firm known as "Messrs United Leach Corporation" on certain terms and conditions as mentioned therein;
- d) At the material time i.e. at the time of entering the said Agreement for Sale dated 15<sup>th</sup> September 1966, the HUF being Rajasinh Girdhari Singh Varma (HUF), consisted of late Rajasinh Girdhari Singh Varma, his wife Parvatibai and his two sons Udaisingh and Vijaysingh;
- e) Pursuant to the said Agreement for Sale dated 15<sup>th</sup> September 1966, United Leach Corporation paid the entire consideration to Rajasinh Varma (HUF) in respect of the said property and had been placed in possession of the said property. Rajasinh Varma (HUF) having received the entire consideration from United Leach Corporation in respect of the said property and having handed over possession of the said property to United Leach Corporation, ceased to have any share, right, title, interest, claim or demand of any nature whatsoever in respect of the said property or any part thereof;
- f) On 12<sup>th</sup> December 1971, the said Mr. Rajasinh Varma died and after his death, late Udaisingh Rajasinh became and manager of the HUF;



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- g) By an Agreement dated 23<sup>rd</sup> July 1980, United Leach Corporation (i) granted development rights to and permitted and authorized late Dharnidhar K. Shah and his nominees and assigns to develop, sell and transfer the said property and (ii) assigned and transferred all their right, title, interest and benefit under the said Agreement dated 15<sup>th</sup> September 1966 to late Dharnidhar K. Shah and his nominees and assigns and (iii) agreed to sell and transfer the said property to late Dharnidhar K. Shah and his nominees and assigns, for the consideration and on the terms and conditions therein contained.
- h) By a Supplemental Agreement dated 15<sup>th</sup> July 1985 entered into between the United Leach Corporation and the late Dharnidhar K. Shah, certain terms and conditions of the said Agreement dated 23<sup>rd</sup> July, 1980 were modified.
- i) Pursuant to the abovementioned Agreement dated 23<sup>rd</sup> July 1980 and Supplemental Agreement dated 15<sup>th</sup> July 1985 (i) the late Shri. Dharnidhar K. Shah had been placed in possession of the said property by United Leach Corporation and (ii) an irrevocable Power of Attorney dated 4<sup>th</sup> December 1985 was executed in favour of Mr. D. K. Shah. United Leach Corporation having granted the Development Rights in respect of the said property and transferred and assigned all their rights, title, interest and benefit under the said Agreement for Sale dated 15<sup>th</sup> September 1966 and having handed over possession of the said property to late Dharnidhar K. Shah, United Leach Corporation ceased to have any right, title, interest, claim or demand of any nature whatsoever in respect of the said property or any part thereof;

(Q)



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दस्त क्रमांक ०३ /२०९२
८१ / ७३६

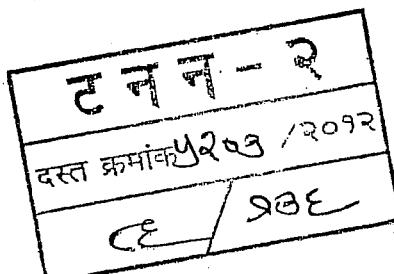
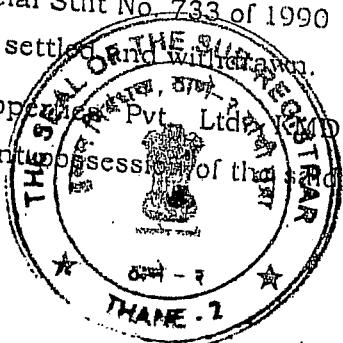
- j) On 12<sup>th</sup> April 1985, late Mr. Udaisingh Rajasingh Varma died and after his death, Ashok Udaisingh Varma became and/or acted as the karta and manager of the said HUF;
- k) By an Agreement dated 1<sup>st</sup> October 1986 and Additional Agreement dated 1<sup>st</sup> October 1989 made and entered into between late Dharnidhar K. Shah of the one part and Transcon Properties Pvt. Ltd. of the other part, late Dharnidhar K. Shah inter alia (i) granted development rights in respect of the said property to Transcon Properties 'Pvt. Ltd. and its assigns and nominees and (ii) assigned and transferred all his rights, title, interest and benefits under the said Agreement dated 23<sup>rd</sup> July, 1980 and the said Supplemental Agreement dated 15<sup>th</sup> July 1985 to Transcon Properties Pvt. Ltd. and its assigns and nominees for the consideration and on the terms and conditions therein contained;
- l) Certain litigation namely Suit No.230/1987 in the Court of Civil Judge (S.D.) Thane had been filed by Vijay Singh inter alia for a declaration that the said property was the separate self acquired property of Rajasingh and not of HUF and therefore he had share therein under Hindu Succession Act, 1956 and in the alternative Vijaysingh had undivided 8/28 share in the said property and in the further alternative for a declaration that Vijay Singh is partner of M/s. United Leach Corporation and other reliefs and for the interim and ad interim reliefs as prayed for thereunder. In the said Special Suit No. 230 of 1987, Parvatibai Rajasingh Varma filed the Written Statement and Counter Claim. The said Suit is settled and Consents Terms were filed in Court on 27<sup>th</sup> day of April, 2004;

(Cen)



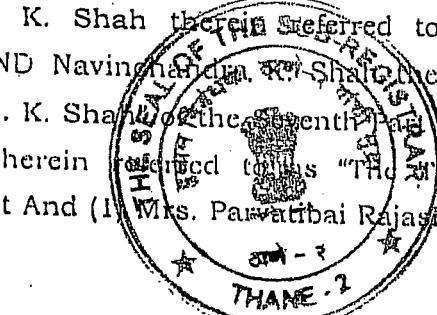
ट न र - २
दस्त क्रमांक ५२०३/२०९२
८१ / ९०८

- m) On 25<sup>th</sup> May 1994, Shri Dharnidhar K. Shah died. Prior thereto he left his last Will and Testament dated 14<sup>th</sup> February 1994 and Codicil dated 22<sup>nd</sup> April 1994. Under the said last Will and Codicil of late Dharnidhar K. Shah, Manish Shah his son and Mr. Navinchandra K. Shah, his brother have been appointed as the Executors. Manish Shah herein are the beneficiaries under the said Will and Codicil of late D. K. Shah. Manish Shah and Mr. Navinchandra K. Shah as such executors have filed a Petition being 88 of 2002 in the Hon'ble High Court at Bombay for obtaining probate in respect of the said last Will and Testament dated 14<sup>th</sup> February 1994 and Codicil dated 22<sup>nd</sup> April 1994 of late Dharnidhar K. Shah. The said Petition is pending;
- n) After the death of late Dharnidhar K. Shah his heirs and legal representatives have confirmed all the agreements and arrangements between late Dharnidhar K. Shah and Transcon Properties Pvt. Ltd. in respect of the said property including agreement and arrangement contained in the said Agreement dated 1<sup>st</sup> October 1986 and Additional Agreement dated 1<sup>st</sup> October 1989;
- o) All the concerned parties have settled all their disputes and claims in respect of the said property and arrived at a settlement as set out in the said Consent Terms dated 27<sup>th</sup> April, 2004 filed in said suit being Special Suit No. 230 of 1987;
- p) The remaining proceedings i.e. suit being Special Suit No. 733 of 1990 and the Appeal from Order No. 794 have been settled and withdrawn.
- q) As per the Consent Terms, Transcon Properties Pvt. Ltd., Vardhan Enterprises and Vijay Singh Varma are in joint possession of the property.



- r) By Development Agreement 31<sup>st</sup> March, 2006 and registered with the Sub Registrar of Assurances at Thane at TNN-5 at No.2095 of 2006 the Owners and Mr. Vijaysingh Rajasingh Varma, for self and on behalf of and as the Karta and Manager of Vijaysingh Rajasingh Varma (HUF), a Joint and Undivided Hindu Family consisting of himself i.e. Vijaysingh Rajasingh Varma, Mrs. Seema Vijaysingh Varma, Vishal Vijaysingh Varma, Amar Vijaysingh Varma, Ruchita Vijaysingh Varma, therein referred to as the "Vijay Singh" of the Second Part And Transcon Properties Private Limited, therein referred to as "Transcon" of the Third Part And KMD Enterprise, therein referred to as "KMD" of the Fourth Part And 1) Smt. Lilavati D. Shah w/o Late Shri. Dharnidhar K. Shah, (2) Shri. Manish D. Shah s/o Late Shri. Dharnidhar K. Shah and (3) Mrs. Bindu M. Shah, w/o Mr. Manish Shah, therein referred to as "Manish Shah" of the Fifth Part And 1) Mrs. Vishinkumari Udaisingh Varma, (2) Mr. Ashok Udaisingh Varma, (3) Mr. Sanjay Udaisingh Varma, (4) Ms. Manju Udaisingh(1) Mrs. Vishinkumari Udaisingh Varma, (2) Mr. Ashok Udaisingh Varma, (3) Mr. Sanjay Udaisingh Varma, (4) Ms. Manju Udaisingh Varma, (5) Geetanjali Amarjeet Singh Lal, nee Geetanjali Udaisingh Varma, (6) Mrs. Sunita Ashok Varma, (7) Mrs. Nandini Sanjay Varma, (5) Geetanjali Amarjeet Singh Lal, nee Geetanjali Udaisingh Varma, (6) Mrs. Sunita Ashok Varma, (7) Mrs. Nandini Sanjay Varma, therein for the sake of brevity referred to as "the First Confirming Party" of the Sixth Part And (1) Smt. Mala Vijay Doshi d/o of Late Shri. Dharnidhar K. Shah, (2) Smt. Ishani Kausal Shah d/o of Late Shri. Dharnidhar K. Shah and (3) Smt. Dharini Sagar Shah d/o Late Shri. Dharnidhar K. Shah therein referred to as "daughters of late D. K. Shah" AND Navinchandra K. Shah therein referred to as "the brother of late D. K. Shah" of the Seventh Part And M/s. United Leach Corporation therein referred to as "The Third Confirming Party" of the Eighth Part And (1) Mrs. Parvatibai Rajasingh

(O.)

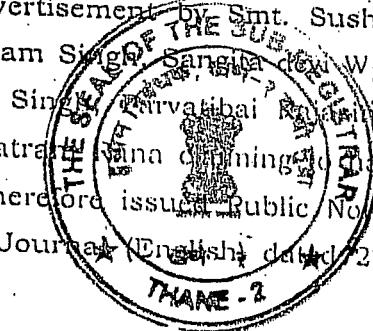


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टनन - २	
दस्त क्रमांक YR03/2092	
८०	९३६

Varma (2) Pramila Abhaysingh and (3) Anita Mangatsingh therein collectively referred to as the "Fourth Confirming Party" of the Ninth Part And (1) Mrs. Seema Vijaysingh Varma, (2) Vishal Vijaysingh Varma, (3) Amar Vijaysingh Varma and (4) Ruchita Vijaysingh Varma for self and as members of Vijay Singh HUF, therein collectively referred to as the "Fifth Confirming Party" of the Tenth Part have given you right and authority and empowered you to develop the said property and you have agreed to pay certain percentage of sale proceeds as provided in the said Agreement as and by way of consideration. You have also agreed to construct in the First Phase area of 10,50,000 built up;

4. We had caused to be issued Public Notice which appeared in the issue of Janmabhoomi (Gujrati) dated 13<sup>th</sup> November 2003, Navshakti (Marathi) dated 13<sup>th</sup> November 2003, Free Press Journal (English) dated 13<sup>th</sup> November 2003, Economic Times (English) dated 13<sup>th</sup> November 2003, Thane Vaibhav (Marathi) dated 14<sup>th</sup> November, 2003.
5. In pursuance of the aforesaid Public Notice dated 13<sup>th</sup> and 14<sup>th</sup> November, 2003 we had received claims of certain persons which were settled and ultimately you have entered into the above Development Agreement.
6. Thereafter you came across some advertisement by Smt. Sushila Mahavirsingh Bhardwaj, Sarita Devi w/o. Karam Singh Sangha and W/o. Shri Jasvinder Singh, Yaspal Singh, Kirtipal Singh, Nirvatibai Rangwala Varma, Pramila Abhaysingh and Anita Mangatram Varma confirming to have some share in the said property. We had therefore issued Public Notice which appeared in the issue of Free Press Journal (English) dated 27<sup>th</sup>



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दस्त क्रमांक ०३/२०१२
CC / ९८६

August, 2005, Navshakti (Marathi) dated 29<sup>th</sup> August, 2005 and Janmabhoomi (Gujrati) dated 27<sup>th</sup> August, 2005.

7. Similarly you have received certain objections from certain cultivators claiming to be the cultivators. You have settled with all the alleged 33 cultivators and entered into Agreements with each of them whereby they have declared themselves that they are not the cultivators. They have filed a Suit No. 65/87 in Court of Joint Civil Judge, S.D. Thane and the same is also settled. You have informed us that accordingly the same will be withdrawn within a short time.

8. In the premises, in our view, title of the above property is clear and marketable and free from all encumbrances.

The Schedule Above Referred To

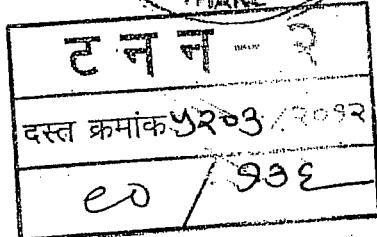
ALL THOSE piece or parcels of land or ground situated lying and being at Mouje Majiwada Village in Taluka North Salsette, District Thane and in the Registration Sub-District and District Thane bearing the following Survey Numbers and Hissa Numbers assessment and area as under

Survey No.	Hissa No.	Area in Sq. Mtrs.
12	1	
12	2	
12	3	
12	4	
	Total	12670
13	1	
13	2	
13	3	
	Total	2170
15	1	

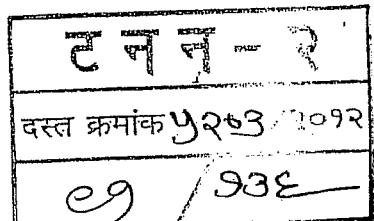
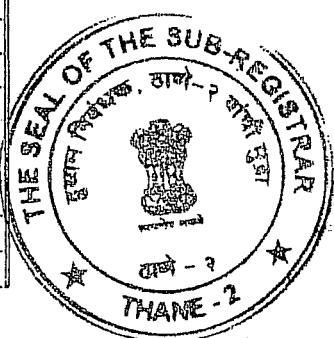


ट न न - २
दस्त क्रमांक ५२८३/२०१२
C.E / ९३६

Survey No.	Hissa No.	Area in Sq. Mtrs.
15	2	
15	3	
15	4	
15	5	
	Total	11630
16	1pt	
16	2pt	
16	3	
16	4	
16	5	
16	6	
	Total	10140
17	3	
17	4pt	
17	5	
17	6pt	
	Total	10520
18	3pt	
18	4pt	
18	6pt	
	Total	6980
19	1pt	
19	2pt	
19	3pt	
19	4pt	
19	5pt	
	Total	11460
20	1	
20	2	
20	3	
20	4	
	Total	6680
22	NIL	2380
35	1	
35	2	



Survey No.	Hissa No.	Area in Sq. Mtrs.
35	3	
35	4	
35	5	
35	6	
35	7	
35	8	
	Total	11150
36	1	
36	2	
36	3	
36	4	
36	5	
36	6	
36	7	
	Total	10850
37	1	
37	2	
37	3	
37	4	
37	Spt	
37	6	
37	7pt	
37	9pt	
	Total	20210
38	1pt	
38	2	
	Total	3440
41	1	
41	2	
41	3	
41	4	
41	5	
41	6	
41	7	
41	8	
41	9	
	Total	29390



Survey No.	Hissa No.	Area in Sq. Mtrs.
42	1	
42	2	
42	3	
42	4	
42	5	
42	6	
42	7	
	Total	9890
43	1	
43	2	
43	3	
43	4	
43	5	
43	6	
43	7	
43	8	
43	9	
43	10	
43	11	
43	12	
	Total	19270
44	1	
44	2	
44	3	
44	4	
44	5	
44	6	
	Total	10370
45	1	
45	2pt	
45	3	
45	4pt	
45	5pt	
45	7pt	
45	8pt	
45	9	
45	10	
	Total	23770

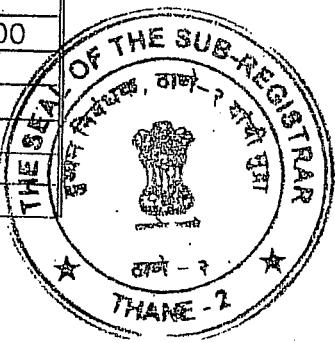
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ट न न - २
दस्त क्रमांक ५२४३, २०९२
en/93E



Survey No.	Hissa No.	Area in Sq. Mtrs.
46	1pt	
46	2	
46	3pt	
46	4pt	
46	6pt	
46	7pt	
46	8	
	Total	14090
47	1pt	
47	3pt	
47	4	
47	5	
47	6	
47	7	
47	8	
	Total	14750
48	1	
48	2	
48	3	
48	4	
48	5	
48	6	
48	7	
48	8	
	Total	11860
49	1	
49	2	
49	3	
	Total	2330
50	1	
50	2	
50	3	
	Total	8900
51	1	
51	2	
51	3	
51	4	



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टनन - २
दस्त क्रमांक १२०३ २०९२
१३६ / १३६

Survey No.	Hissa No.	Area in Sq. Mtrs.
51	5	
51	6	
51	7	
51	8	
51	9	
	Total	31130
54	1	
54	2	
54	3	
54	4	
	Total	8700
55	1	
55	2	
55	3	
55	4	
55	5	
	Total	5240
84pt		3410
89		3160
327	2/1	
327	2/2	
327	2/3	
327	2/4	
327	2/5	
327	2/6	
327	2/7	
327	2/8	
327	2/9	
327	C	
	Total	36830
328	3/1	
328	3/2	
328	3/3	
328	3/4	
328	3/5	
328	3/6	

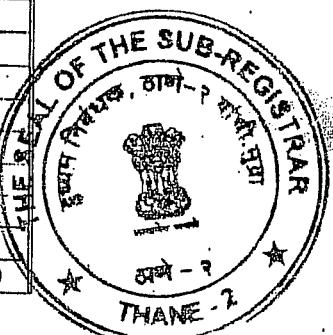
(A)

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ट न न - २
दस्त क्रमांक १९०३ २०७२
e) / १३८



Survey No.	Hissa No.	Area in Sq. Mtrs.
328	3/7	
328	3/8	
328	3/9	
	Total	27190
329	1/1	
329	2	
329	3	
329	4	
329	5pt	
329	6pt	
	Total	19680
345	1	
345	2	
345	3	
345	4	
345	5	
345	6	
345	7	
345	8	
345	9	
345	10	
345	11	
345	12	
345	13	
345	14	
345	15	
345	16	
345	17	
	Total	35690
423 A	1	
423 A	2	
423 A	3	
423 A	4	
423 A	5	
423 A	6	
423 A	7	
423 A	8	
423 A	C	
(423)	Total	28270



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दस्त क्रमांक ३०३/२०९२
ey / १३८

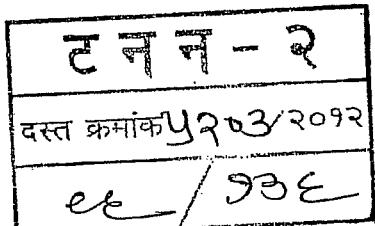
92

Survey No.	Hissa No.	Area in Sq. Mtrs.
424A	1	
424A	2	
424A	3	
424A	4	
424A	C	
(424)	Total	26670
383		24410
	Grant Total	515280
Less Area under Reservation		46000
Net Area available for Development		469000

For M/s. Kantilal Underkat & Co.  
Advocates and Solicitors

*K L Underkal*

Proprietor



१३



गांव नमुना सात (प्रधिकार अधिकारी घटक)

गांव - नामुना

सात - दोषे

स. न.

प्रधारण घटक	प्रधारण घटक	प्रधारण घटक
१. न. ७२	२	
संदर्भ घटक		
सागड़ी घटक	५३	५३
	०-५३-२	
प्रधारण	०-५३-२	
१. च. (सापड़ी, घोष घटक)		
ज्ञा (अ)		
ज्ञा (ब)		
सागड़ी		
प्रधारण घटक	२-२	
प्रधारण घटक		

प्रधारण घटक

३६७९ २०८९

अर्दोक्त उपसंग वर्ष  
संतभ उत्सविंग वर्ष  
प्रधारण राजसीमा वर्ष  
ए कु प्रधारण वर्ष

३६७९

इन वर्षों

भाराट नागरों जनीन एमाल दर्शन  
धारणा कायदा अधिकारी १९५१, पृ  
१०० (१), समये अतिरि  
महान घोषोत फेल्ह्या जनीनों

२२००

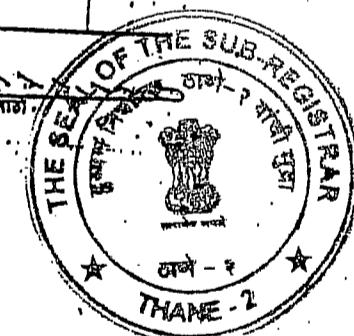
सिया आणि प्रधारण घटक

गांव नमुना बारा (पिकांची नोंदवा)

क्रमांक	प्रधारण घटक	प्रधारण घटक			प्रधारण घटक			प्रधारण घटक	प्रधारण घटक
		प्रधारण घटक							
५१०२	१. आ. १. आ.	१. आ.	१. आ.	१. आ.	१. आ.	१. आ.	१. आ.	१. आ.	१. आ.

प्रधारण घटक घोष घटक दिलो घटक

मात्र १८/१९/०५



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टनन - २

दस्त क्रमांक ५२७२/२०१२

१८/१९/०५

## गांव नमुना सात (आधिकार आमतौर पर्याप्त)

४५ - लाज्जिती

आत्म-ठाठे

प्रधान अधिकारी:	प्रधान प्रतिपाद्य प्रतिपाद्य	प्रधान सा. प्रधानी.	प्रधानादारांचे संबंध
म. नं. ७२	३		(१५६०९) (२०५२)
प्रधानांचे मुद्रित संव.			
संपर्को घोषणा क्रम	क्रम	वर्ष	मन्त्रालय उद्यासिंग वर्मी
	०-२२-२		निगपासिंग राजासिंग वर्मी
	—	—	र. कु. पु. निगपासिंग वर्मी
	०-३६-८		(२४३८)
म. नं. ८०: (स्वाधीन घोषणा क्रमांक)			पहाड़ा झांडा पालम न्हेपून
वर्ष (३५):			
वर्ष (३६):			
एकांक			
नियमित घोषणा क्रमांक	१-८८		

पहुँचायकू भगारो भमीन कपाल पद्मिना  
धारेश्वर लक्ष्मण विग्रह १९५६ ५  
फलम ३० (१) अस्थं धारा (४७)  
मुद्रित घोषित कोल्कता जारीन।

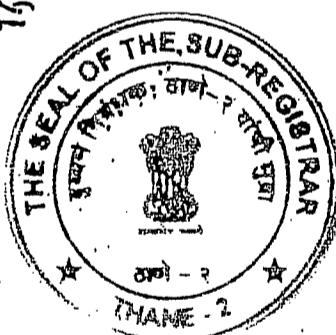
प्रिया अर्पण प्रारंभिक प्रियं

## गांव नमुना बारा (पिकांणी चौद वडो)

अस्यां चाहुः परोऽप्यनुभवति त्वं

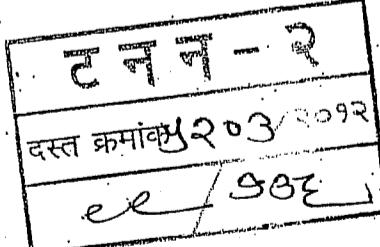
95/99/05

तस्मात्तिन्द्रियजिवडे  
ता. जि. ठारे.



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## गांव नमुना सात (अधिकार अपिलेख प्रक्रिया)

ପାତ - ମାର୍ଜନିକୀ

માત્રાં - ગાંધી

प्राप्तवर अधिकारी	प्राप्तवर अधिकारी उपचिन्हान	प्राप्तवर पद्धति	प्राप्तवर अधिकारी वार्ता २५३७
म. ए. ७२८	८		२५३७
संग्रहीत अधिकारी वार्ता			२५३८
प्राप्तवर अधिकारी वार्ता	प्राप्तवर पद्धति	प्राप्तवर पद्धति	अरोन्ह उपसतिंग वर्मा संजय उपसतिंग वर्मा विजय सिंग राणासिंग वर्मा ए. कुमार अधिकारी वर्मा
	०-२२-०	०-२२-०	२५३९
	—	—	
एकांक	०-२२-०		
ए. ए. (साक्षी चाहे वर्तमान)			
इर्प (३०)			
इर्प (८)			
एकांक			
अधिकारी पुले लिया गिया अधिकारी	१ ५ ६५		

प्रथमो व्याप्ति मुख्यीयानी है। जिसके क्षेत्रों में इनकी संख्या अधिक है। राष्ट्र पर्यावरण एवं संसाधनों की संरक्षण के लिए यह एक बहुत उपयोगी विधि है।

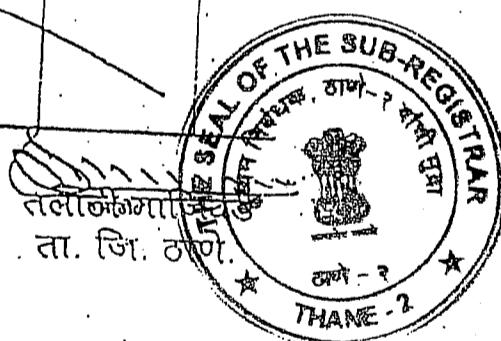
२८०

## गांव नमुना बारा (पिलांडी लोर बाट)

४८

*S. S. M. 1900*

ପାଠ୍ୟ । ୨୮/୬୬/୦୫



## गांव नमुना सात (आपका आणि तुमचा पत्र)

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ମନ୍ତ୍ରମା ୮୧

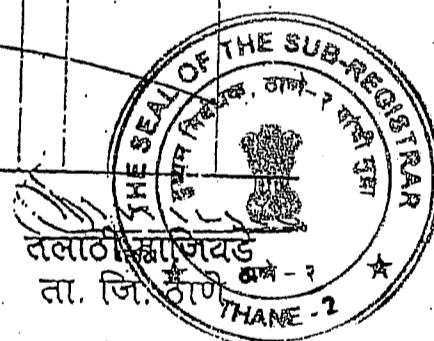
पुस्तक नम्बर	पुस्तक नम्बर	पुस्तक नम्बर	पुस्तक नम्बर
ग. ११. ९३	७		
संस्कृत-ग्रन्थालय यात्रा			
सापड़ी सापड़ी	लेटर	आ	
	० - ०	८ - ३	
	—	—	
एक्षण	० - ०	८ - ३	
पौ. च (सापड़ी सापड़ी वाराणसी)			
राम (अ)			
राम (र)			
एक्षण		S	
आकाशगी			
सुनी छिंगा विहोर आकाशगी			
	० - ३	२	

३१

અસ્તુતાષ્ટુ નામદી અનીં : ૫ / ૮ : ૧૫  
ઘારણા કાયદા નાચિનિપસ ૧૫૭  
જન્મન. ૧૦ (૧) અન્યદ્વારા સત્તિદિ  
મૃહૃત : પોષીત કેલેલ્યા જસીનો.

(2205)

## गांव नमुना बारा (पिण्डाचं जोटावर्ग)



અનુભાવ કરતું હોય કે

98 / 99 / 00

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## गांव नमुना सात (अधिकार अंगत्वेषण प्रक्रिया)

३०८ - मात्रिका

ମାତ୍ରିକା - ୩୦

କୁଳାଳେ ପାଞ୍ଚ

पुस्तक छाती	पुस्तक छातीचा प्राप्तीकरण	पुस्तक प्रदत्तो	पांगडारातांचे नंबर
५. १०. १३	२०००		(२८७) (२०८)
मंत्रीचे प्रधानमंत्र चाच			अरोडे उपभेदिंग वर्मी
• लागवडी पोंगल चाच	लग्ना	भा.	संतन उदयसेठा वर्मी
	० - ०८ - ६		किंवासिंद राजगेंड्रा वर्मी
	-	-	ए. कु. दु. किंवासिंद वर्मी
एकूण	० - ०८ - ९	S	(२५६)
५. आ. (लागवडी पोंगल चाच वर्षातील) वर्षा (३) वारा (३)			
एकूण		० - १५	
प्रधानमंत्री यांची किंवा दिशोर आकारणी			

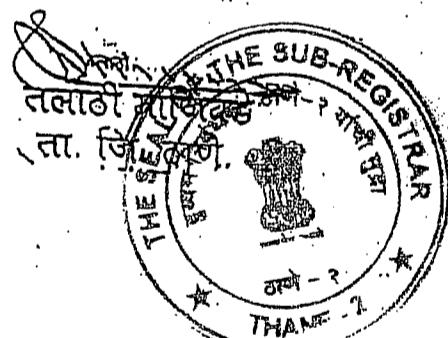
प्रिया आणि पृष्ठाएवं प्रिया

એવા મહિના રૂ. નં. ૧૫૮ પ્રમાણે  
પાકિસ્તાન, લાદિગુજ, અન્ધોબિંદી  
નાન સુધીના જાહેર

## गांव नमुना बारा (पिकोयी नोंद डहो)

मंगल रात्रुप धरो वक्ता (स्वी. ३८)

٩٥/٩٩/٥٤



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## गांव नमुना सात (आषिकार अभिलेख प्रकाश)

१०८ - मानिषदेव

સત્તા - શરીર

ପୁଣ୍ୟକାନ୍ତ ରାଜ

प्राप्तकर्ता नामांकन	प्राप्तकर्ता नामांकन परिवर्गीकरण	प्राप्तकर्ता विवरण	प्राप्तकर्ता विवरण
वा. ए। १३	३		७८१ २०५७
गंगोत्री-भारतीय कांडा			
समाजकर्ता वार्षिक दृष्टि	देवता	आ	
	०-०	६-३	
	—	—	
एकुण	०-०	६-३	
वा. ए। (समाजकर्ता वार्षिक वर्षातीत)			2438
वर्ष (अ)			
वर्ष (ब)			
एकुण			
विवरण मेरी लिखा विवरण आकारणो	०	= ३३	

इस अधिकारा सन् १९७५/८६ के द्वारा लोकल छापे के द्वारा नागरी अंग्रेजी अनुवाद में लिखा गया अधिनियम १९७६ के अनुसार जन्म १० (१) अन्वये अतिरिक्त हजार छून छोबोत केलेल्या घटीवी.

२१०

## गांव नमुना बाज़ा (एकांशी नोंद चढ़ा)

अस्याम चारांग पंडी प्रसाद लिपे ।

95/99/04



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टनन - २  
दस्त क्रमांक ५२०३ / २०१२  
९०३ / ९०४

गांव नमुना सात (अधिकार अग्रिमेष पद्धत)

गंग - ५००५७६

तात्परा - ६१०

सुता ( )

प्राप्ति प्रकार	प्राप्ति क्रमांक	प्राप्ति रक्ती	प्राप्ति वर्ग
क.स. - ८८	९		(५६०) (५०७) (५८८) (५८९)
शेतीये व्यापारिणी कांव			(८२८) (८८८) (९६३८)
लालचडी योग्य शेत	०.२८ - ०		(२४३६) (९६३८)
	-		
एकाण	०.२८ - ०		
पा.उ. (लालचडी योग्य नक्सेस)			
पा.उ. (अ)			
पा.उ. (घ)			
एकाण			
आकारणी			
सुतों किंवा विशेष आकारणी	०.५६२	(८८०)	

सिसा आणि प्राप्ति पिण्ठे

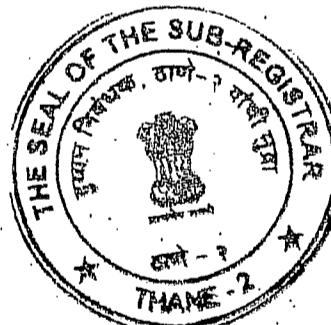
गांव नमुना शासा (पिसाची नांद याई)

वर्ष	प्राप्ति	प्राप्ति क्रमांक	पिसा पासील देवाया तपारील						पिसा पासील देवाया तपारील						सं	सं	सं	
			निखल पिसा पासील देव			निर्वल पिसा पासील देव			पिसा पासील देवाया तपारील			पिसा पासील देवाया तपारील						
			प्राप्ति	प्राप्ति	प्राप्ति	प्राप्ति	प्राप्ति	प्राप्ति	प्राप्ति	प्राप्ति	प्राप्ति	प्राप्ति	प्राप्ति	प्राप्ति	प्राप्ति	प्राप्ति	प्राप्ति	
०५१०६			१.आ.	१.आ.	१.आ.	१.आ.	१.आ.	१.आ.	१.आ.	१.आ.	१.आ.	१.आ.	१.आ.	१.आ.	१.आ.	१.आ.	१.आ.	

(सुतों किंवा विशेष आकारणी)

१६५८८०

तलाई माजिवडे  
ता. जि. ठां



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ट न न - ३
दस्त क्रमांक ५२०३ / २०९२
९०८ / ९३८

## THANE MUNICIPAL CORPORATION, THANE

( Regulation No. 3 & 24 )  
SANCTION OF DEVELOPMENT  
PERMISSION / COMMENCEMENT CERTIFICATE.

सब प्लॉट नं. १ :- टाईप अे :- पोडीयम + स्टील्ट + २७ मजले  
 टाईप बी :- पोडीयम + स्टील्ट + २७ मजले  
 टाईप सी :- पोडीयम + स्टील्ट + २७ मजले  
 टाईप डी :- पोडीयम + स्टील्ट + २७ मजले

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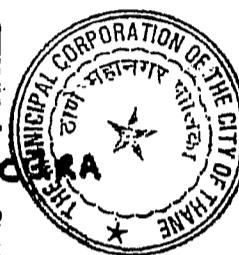


सब प्लॉट नं. २ :- टाईप अे :- स्टील्ट + १८ मजले  
 टाईप बी :- स्टील्ट + १८ मजले

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सब प्लॉट नं. ४ :- टाईप अे :- स्टील्ट + १८ मजले  
 टाईप बी :- स्टील्ट + १८ मजले  
 टाईप सी :- स्टील्ट + २ रा मजला पार्ट

सब प्लॉट नं. ५ :- टाईप नं. २ विंग अे :- पोडीयम + स्टील्ट + २७ मजले  
 टाईप नं. २ विंग बी :- पोडीयम + स्टील्ट + २७ मजले  
 टाईप नं. २ विंग सी :- पोडीयम + स्टील्ट + १ ला मजला  
 टाईप नं. २ विंग डी :- पोडीयम + स्टील्ट + १ ला मजला  
 टाईप नं. ३ विंग ई :- पोडीयम + स्टील्ट + १९ मजले  
 टाईप नं. १(बेघरांसाठी घरे) :- स्टील्ट + १२ मजले



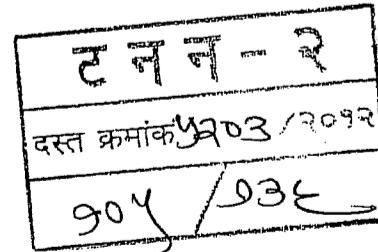
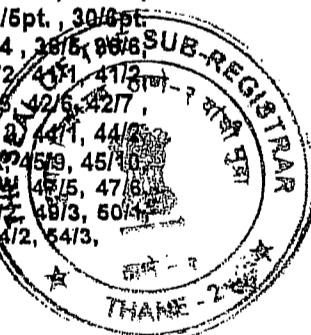
V.P. NO.S05/0022/10

TMC/TDD/C 365/11 DATE 31/3/2011

To,  
Archetype Consultant (I.) Pvt. Ltd. (ARCHITECT)  
M/S. KAPSTONE CONSTRUCTION PVT.LTD. (OWNER & DEVELOPER)

Sir,

With reference to your application No.55027 dated 16/02/2011 for development permission / grant of Commencement certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act. 1966 to carry out development work and or to erect building No. as above in Village Majiwade Sector No. 5 situated at Road / Street Mumbai Nashik Bypass Road, Road S. No. 12/1/1, 12/1/2, 12/2, 12/3/1, 12/3/2, 12/4/1, 12/4/2, 12/4/3, 13/1/1, 13/1/2, 13/1/3, 13/2/1, 13/2/2, 13/2/3, 13/3/1, 13/3/2, 15/1, 15/2, 15/3, 15/4, 15/5, 16/2/1, 16/3, 16/4, 16/5, 16/6, 17/3, 17/4/A, 17/5, 17/6/A, 18/3/A, 18/4/A, 18/8/A, 19/1/A, 19/2/1/A, 1B, 19/2/1C, 19/3/1A, 19/3/1B, 19/3/1C, 19/4/1A, 19/4/1B, 19/4/1C, 19/5, 19/5/1A, 19/5/1B, 19/5/1C, 20/1/1, 20/1/2, 20/2/1, 20/2/2, 20/3/1, 20/3/2, 20/3/3, 20/3/4, 20/3/5, 20/3/6, 20/4/1, 20/4/2, 21/1 Part, 30/2, 30/3, 30/5pt., 30/6pt., 30/7, 35/1, 35/2, 35/3, 35/4, 35/6, 35/7, 35/8, 36/1, 36/2, 36/3, 36/4, 36/5, 36/6, 36/7, 37/1, 37/2, 37/3, 37/4, 37/5 A, 37/6, 37/7A, 37/9A, 38/1A, 38/2, 41/1, 41/2, 41/3, 41/4, 41/5, 41/6, 41/7, 41/8, 41/9, 42/1, 42/2, 42/3, 42/4, 42/5, 42/6, 42/7, 43/1, 43/2, 43/3, 43/4, 43/5, 43/6, 43/7, 43/8, 43/9, 43/10, 43/11, 43/12, 44/1, 44/2, 44/3, 44/4, 44/5, 44/6, 45/1, 45/2/A, 45/3, 45/4/A, 45/5/A, 45/7/A, 45/8/A, 45/9, 45/10, 46/1/A, 46/2, 46/3/A, 46/4/A, 46/6/A, 46/7/A, 46/8, 47/1/A, 47/3/A, 47/4, 47/5, 47/6, 47/7, 47/8, 48/1, 48/2, 48/3, 48/4, 48/5, 48/6, 48/7, 48/8, 49/1, 49/2, 49/3, 50/4, 50/2, 50/3, 51/1, 51/2, 51/3, 51/4, 51/5, 51/6, 51/7, 51/8, 51/9, 54/1, 54/2, 54/3,



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54/4 , 55/1, 55/2, 55/3, 55/4 , 55/5, 84/1, 84/2 , 84/3 , 84/4,89/1, 327/1, 327/2A,  
 327/2B, 327/2 C , 327/2 D, 327/2E, 327/2 F, 327/2 G, 327/2 H, 327/2J, 327/4,  
 328/1, 328/2 , 328/3A, 328/3B, 328/3C, 328/3D, 328/3E, 328/3F, 328/3G , 328/3H,  
 328/3J , 329/1, 329/2, 329/3, 329/4, 329/5A, 329/6A, 345/1, 345/2, 345/3, 345/4,  
 345/5, 345/6, 345/7 , 345/8, 345/9 , 345/10, 345/11, 345/12, 345/13, 345/14,  
 345/15, 345/16, 345/17, 383, 423/1A, 423/1B , 423/1C, 423/1D, 423/1E , 423/1F ,  
 423/1G, 423/1H , 423/10, 424/1A, 424/1B, 424/1C, 424/1D , 424/6, 386/1 the  
 development permission / the commencement certificate is granted subject to  
 the following conditions.

- 1) The land vacated in consequence of the enforcement of the set back line shall form part of the public street.
  - 2) No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
  - 3) The development permission / Commencement Certificate shall remain valid for a period of one year Commencing from the date of its issue.
  - 4) The Permission does not entitle you to develop the land which does not vest in you.
  - 5) शासनाने स्पेशल टाऊनशीप बाबत दिलेल्या सी.एम.एस./१२०७/२२०/सी.आर.५४१/  
 ०८/यु.डी.१२ दि. २४/०८/२००९ मधील लोकेशनल क्लीअरन्स मधील अटी बंधनकारक राहतील.
  - ६) उप संचालक नगर रचना कोकण विभाग, नवी मुंबई यांचेकडील जावक क्र.ठामपा /विशेष नगर/  
 मौजे माजिवडा टाऊनशीप / उसनरकोवि/३०७.५ दि.८/१०/२०१० मधील सर्व अटी बंधनकारक राहतील.
  - ७) एम.ओ.ई.एफ कडील पत्र क्र. २१/४६८/२००७ – I व II दि.०६/०७/२००९ रोजी दिलेल्या इन्वॉर्मेंट क्लीअरन्स मधील सर्व अटी बंधनकारक राहतील.
  - ८) सी.आर.झेड -II मधील बांधकामाचाबत एम.ओ.ई.एफ कडील ना प्राप्त दाखला सादर करणे आवश्यक राहील व तदनंतरच संपूर्ण विशेष नगर वसाहतीचे अभिन्यासास अंतिम मंजूरी देण्यात येईल. त्या शिवाय कोणत्याही उप भूखंडात पुढील बांधकाम परवानगी देण्यात येणार नाही.
  - ९) महाराष्ट्र पोल्युशन बोर्ड यांचे दि. १०/११/२००६ चे पत्रामधील सर्व अटी बंधनकारक राहतील.
  - १०) इंरिगेशन डिपार्टमेंट यांचे दि. २३/१०/२००८ यांचे ना हरकत दाखल्यामधील अटी बंधनकारक राहतील.
  - ११) डेप्युटी फॉरेस्ट ऑफिसर, ठाणे फॉरेस्ट डिव्हीजन दि. १०/१०/२००७ चे पत्रामधील सर्व अटी बंधनकारक राहतील.
  - १२) स्पेशल टाऊनशीप स्कीम मधील ठाणे शहराच्या मंजूर विकास आराखड्यानुसार असलेले सर्व डी.पी. रस्ते, ठाणे महानगरपालिकेच्या स्पेसिफिकेशन प्रमाणे डेव्हलप करणे बंधनकारक राहील व सदर रस्ते सार्वजनिक वापरासाठी खुले ठेवणे बंधनकारक राहील.
  - १३) मॅनग्रोव्हज खालील दर्शविलेल्या क्षेत्राचे संरक्षण करणे नंधनकारक आहे.
  - १४) विकास प्रस्तावाचा अंतर्गत दर्शविलेली सर्व आरक्षणी विकास नियंत्रण नियमावली मधील तरतूदी नुसार विकसित करणे बंधनकारक राहील.
- इच्छ न्यायालय यांचे कडे प्रलंबित असलेल्या रिटिप्टीशन क्र. ९३६४/२००८ मधील निर्णयात विकासकां यांचेवर बंधनकारक राहील व आवश्यक उपकरणांची यांचेवर बंधनकारक राहील. सुलभ क्षेत्र शासनाकडून खरेदी करणे विकासकां यांचेवर बंधनकारक राहील. अस्तावामधील सी.आर.झेड बफर झोन खालील क्षेत्रावर कोणतेही बांधकाम अनुचेय होणार.



ट न न - २
दस्त क्रमांक २०३ २०१२
१०३ / १४८



- १७) शासनाचे दिनांक ११/१२/२००८ रोजीचे L.I.G/E.W.S. पॉलिसी नुसार सदनिका बांधणे बंधनकारक राहील.
- १८) शासनाचे टाऊनशिप पॉलीसी नुसार दर्शविणाऱ्या रिक्रीएशन ग्राउंड खालील जागा विकसित करणे बंधनकारक राहील.
- १९) स्टेम अँगॉरिटी कडील अंतीम ना हरकत दाखला पुढील टाऊनशीप मधील मंजूरी पूर्वी दाखल करणे आवश्यक राहील.
- २०) बेघरांसाठी घरे या भूखंडावरील ठाणे महानगरपालिकेस द्यावयाच्या २०% भूनिर्देशांकांच्या अनुषंगाने प्रस्तावित सदनिका ठाणे महानगरपालिकेला हस्तांतरीत करणे बंधनकारक राहील व त्याबाबत दिलेले अंडरटेकिंग विकासकर्त्यावर बंधनकारक राहील.
- २१) भूकंप प्रवण क्षेत्राकरिता आय.एस.कोड १८९३/४३२६ नुसार जमिनीची प्रत विचारात घेऊन जोता व वापर परवान्यापूर्वी आर.सी.सी.कन्सलटेंट यांचे स्ट्रक्चरल स्टॉबिलीटी प्रमाणपत्र दाखल करणे आवश्यक राहील.
- २२) पाणी गरम करण्याकरिता सौर उर्जा यंत्रणा वापर परवान्यापूर्वी बसविणे आवश्यक राहील.
- २३) मंजूर विकास आराखड्यातील रस्ते व एच.सी.एम.टी.या आरक्षणा खालील क्षेत्र ठामपा चे नावे प्रथम वापर परवान्यापूर्वी अथवा उर्वरीत टाऊनशीप लेआउट मंजूरी पूर्वी सादर करणे आवश्यक राहील.
- २४) प्रत्येक उप-भूखंडावर एस.टी.पी. चे बांधकाम करून त्या बाबत ड्रेनेज विभागाचा ना हरकत दाखला ओ.सी.पूर्वी सादर करणे आवश्यक राहील.
- २५) साईटवर काम चालु केल्यापासून पूर्ण होईपर्यंत कामाचा माहिती फलक लावणे बंधनकारक राहील.
- २६) नियोजीत विशेष नगर वसाहत प्रकल्पाचा विकास अंतीम मंजूरीपासून १० वर्षांच्या आत करणे विकासकावर बंधनकारक राहील.
- २७) खेळाचे मैदान / बगीचा / क्रीडांगण याकरिता दाखविण्यात आलेला वापर सार्वजनिक वापराकरिता खुला करणे आवश्यक राहील.
- २८) सदर योजनेमध्ये स्थानिक नागरीकांना रोजगाराची संधी प्राधान्याने देणे विकासकावर बंधनकारक राहील.
- २९) रेन बॉटर हार्डेस्टींग बाबत योजना राबविणे विकासक यांचेवर बंधनकारक राहील.
- ३०) यु.एल.सी. आदेशानुसार शासनास द्यावयाच्या सदनिका बाबत यु.एल.सी. विभागाचा ना हरकत दाखला वापर परवान्यापूर्वी सादर करणे आवश्यक आहे.
- ३१) पाणी, वृक्ष व ड्रेनेज विभागाकडील वेळोवेळी ना हरकत दाखला सादर करणे आवश्यक राहील व त्यामधील सर्व अटी विकासक यांचेवर बंधनकारक राहील.
- ३२) विशेष नगर वसाहत प्रकल्पातील पायाभूत सुविधा पुरविणे विकासकावर बंधनकारक राहील.
- ३३) उप भूखंड क्र.५, इमारत क्र.टाईप २, विंग “सी” व “डी” चे वापर परवान्यापूर्वी देणे हस्तांतरीत करावयाच्या उर्वरीत सदनिका हस्तांतरण करणे आवश्यक राहील.

**WARNING:-PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF APPROVED PLANS AMOUNT TO COGNISABLE OFFENCE PUNISHABLE UNDER MAHARASHTRA REGIONAL AND TOWN PLANNING ACT. 1996.**

OFFICE NO. १०४ क्रांती नुसार बंधनकाम नं. ५३३० नावीन

OFFICE STAMP प्रत्येक विकासकावलीनुसार आवश्यक त्या

DATE : १५/०८/२०१८ महानगराचा नं. येता यांधकाम चाम्स-फॅस्ट, नावीन

ISSUED : प्रादेशिक व नगर रचना गांधीनियमाचे कलाप ५२

नुसार द्यावल्यात गुन्हा आहे. त्यासाठी जास्तीत

प्रत्येक व नगर रचना गांधीनियमाचे कलाप ५२

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प्रदेशिक व नगर रचना गांधीनियमाचे कलाप ५२

## Annexure "G"

X P K Kell

Flat No. : 2704  
 Floor No. : 2<sup>nd</sup>  
 Wing : B Name: Mrs. V. S.  
 Bldg. Name: Athen

Wing 3 ATHENA.

Bldg. Name: Highway

This architectural floor plan illustrates a house layout with the following details:

- KITCHEN:** Located at the bottom left, measuring 10'0" x 20'0".
- BREAKFAST ROOM:** Adjacent to the kitchen, measuring 8'0" x 10'0".
- DINING:** A room measuring 8'0" x 18'0" located between the kitchen and the living area.
- LIVING:** The main living room measures 10'6" x 14'0".
- STUDY:** A smaller room attached to the living room, measuring 8'0" x 10'0".
- BED ROOM MASTR:** Two large bedrooms, both measuring 12'0" x 20'0", are located on the right side of the plan.
- BED ROOM:** A third bedroom, measuring 11'0" x 12'0", is located further back on the right.
- BATH:** A central bathroom is positioned between the dining and living areas.
- STAIRS:** Stairs are located on the left side, leading up to an upper level.
- ROOF:** The roof area includes a GARDEN, a ROOF TOP GARDEN, and a ROOF TOP TERRACE.

WING-B

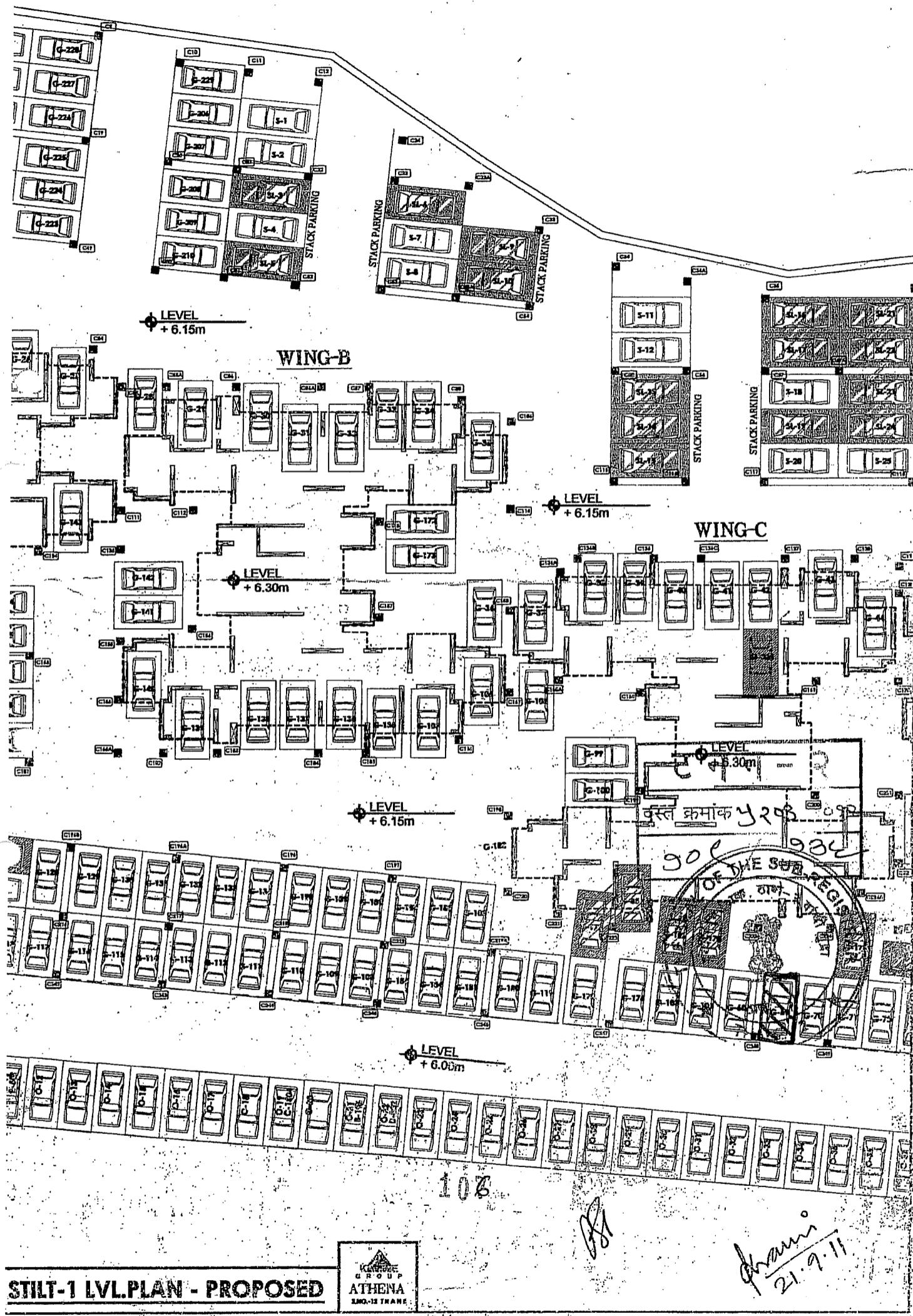
110

## SYNTHETIC FLOOR PLAN



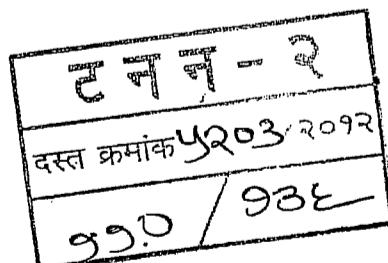
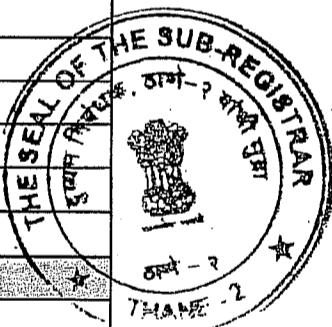
Rustomjee URBANIX ATHENA

**PARKING: Podium No.G-69**



**Annexure: Fixtures, Fittings and Amenities in the building and  
the Premises**

Sr.No.	Description
A	<b>Plumbing</b>
1	Wall Mounted English WC
2	Seat Cover
3	Wash Basin
4	Shower Head
5	Basin Cock
6	Health Fauset jet Spray
7	Two way Bib cock
8	Instant Water heater
9	Kitch Sink (W/O Drain Board)
10	Sink Cock
11	Bib Cock
12	Pumps
12.1	Domestic & Flushing Pumps
12.2	Flushing Pumps
B	<b>Flooring &amp; Tiling Work</b>
1	Vitrified Tile for flooring
2	Ceramic tile for dado
3	Granite wash Basin counter
C	<b>Doors &amp; Doors frames</b>
C.1	<b>Frames</b>
1	Ghana teak Wood Door Frame
2	Red Miranti Door Frame
3	Granite door frame for kitchen and toilet
C.2	<b>Shutters</b>
1	Main door - Flush door
2	Internal Door - Flush door
C.3	<b>Door Finishing</b>
1	Veneer for Main Door
2	Lamination for Bed Room Door
D	<b>Lifts</b>
1	Passenger & Stretcher Lifts



167

Original

नोंदणी ३९ भ.  
Regd. No. ३९ M

पावती

24/05/2010

पात्रसंख्या : 5762

दिनांक 24/05/2010

गावाचे नाम अंधेशी

दरलाएवजाचा आनुगमांक दरर १ - ०५७३१ - २०१०

दरता ऐवजाचा प्रकार गुणव्यारनागा

सादर करणाराचे नाव: रॅपरस्टोन गम्बरद्वयशळ प्रा लि वै संचालक पर्सो चौधरी

नोंदणी की

100.00

नवकाल (अ. 11(1)), पृष्ठांकनाची नवकाल (अ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित पुस्ती (10)

200.00

एकूण रु.

300.00

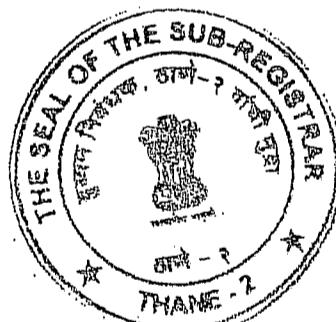
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बाजार मुल्य: ० रु.

मोरदला: ० रु. दुर्घट उपलब्ध निवारण

भरलेले मुद्रांक शुल्क: ५०० रु.

REGISTERED ORIGINAL DOCUMENT  
DELIVERED ON 25/5/2010



टनन - २

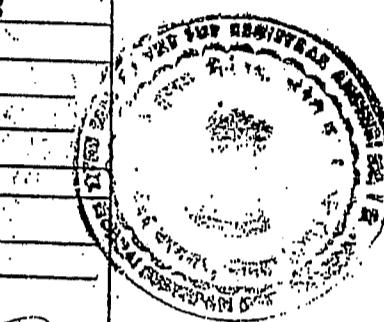
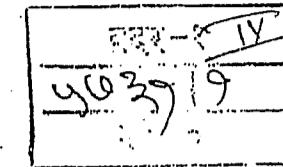
दस्त क्रमांक ५२०३ २०१०

५२४ /२३६

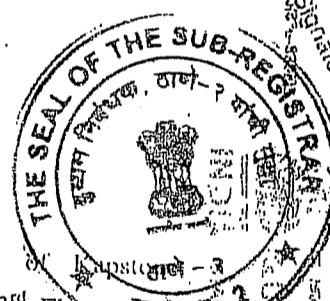
128

500

Customer's Copy	
THE KAPOL CO-OP. BANK LTD.	
FRANKING DEPOSIT SLIP	
Branch : 9851	Date : 15-5-10
Pay to : Acct. , Stamp Duty	
Franking Value	Rs. 500/-
Service Charges	Rs. 10/-
<b>TOTAL</b>	Rs. 510/-
Name & Address of the Stamp duty paying party	
Mr. Percy S. Chowdhry, Jin c House 3rd Flr, W. E. Highway, Bisleri Compound Andheri (E) m-99 Tel/ Mobile No. 66766883	
Desc. of the Document POA	
DD/Cheque No.: / / / /	
Drawn on Bank: / / / /	
DOCUMENTS (For Bank's Use Only)	
Tran ID: PFT	A254 Rs.
	PL-546 Rs.
Franking Sr. No:	6803
Cashier	Officer



The Kapol Co-operative Bank Ltd.  
Andheri Branch, Sub-Registrar,  
Chambers 34, General Road, Andheri (E),  
Mumbai - 400 099  
Kapil Doshi  
Authorised Signatory

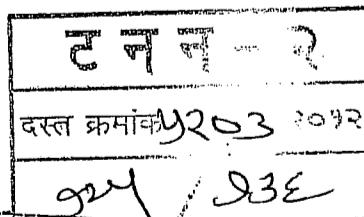


## POWER OF ATTORNEY

I, PERCY S. CHOWDHRY the DIRECTOR of Kapol Constructions Pvt. Ltd., having my business at 3<sup>rd</sup> Floor JMKN House, W. E. Highway, Bisleri Compound, Andheri (E), Mumbai - 400 099, SEND GREETINGS;

88

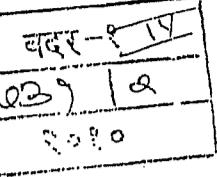
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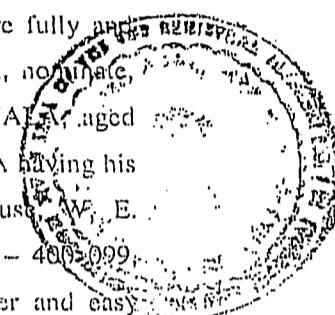
13:55  
15-5-10  
DUTY MAHARASHTRA

13:57  
15-5-10  
DUTY MAHARASHTRA

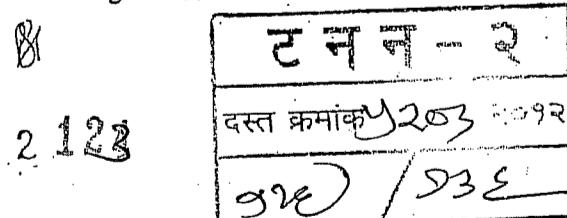
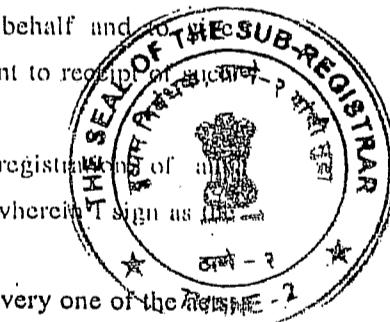
WHEREAS due to exigencies of meeting the schedules I am not in position to attend personally to various assignments including the lodging, admission, registration and collecting original Agreement for Sale, duly registered at the office of the Sub - Registrar, Thane, as the case be in the respect of the various and singular Agreement for Sale, Deed of Confirmation, Affidavits and undertaking as may be required wherein we have to sign, execute and admit execution of the Documents as Directors of the company.



WHEREAS I am desirous of appointing a fit and proper person as our true and lawful attorney to act and do all or any other following things, matters, deeds and acts and as more fully particularly setout herein below and I hereby appoint, nominate, constitute and authorize MR. ROHINTON BATLIWALA, aged about 59 years, son of MR. JAHANGIR BATLIWALA having his address for correspondence at 3<sup>rd</sup> Floor, JMC House, W. E. Highway, Bisleri Compound, Andheri (E), Mumbai - 400099, whose signature I have attested hereunder for proper and easy identification and whose photograph is also affixed hereto as mark of identification as my true and lawful attorney to do all or any things, matters, deeds and acts, in my name and or my behalf as hereinafter appearing.

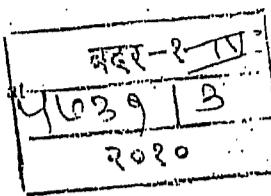


1. To execute and admit execution before the sub -registrar Thane, the Agreement to be executed by me as Director of the Company.
2. To apply for and receive certified copies of the document, Index II certificate and receive back the duly registered original Documents for and on my behalf and to effectual discharge or acknowledgement to receipt of documents and or copies.
3. To complete every formality for registration of a document or Agreement or indenture wherein I sign as Director of the company.
4. I hereby undertake to ratify each and every one of the deeds or things which the Attorney may do or cause be done under this powers herein granted.



5. I have lodged this Power of Attorney for due registration at the office of the Sub - Registrar Bandra, Mumbai.

Date- 21/05/10

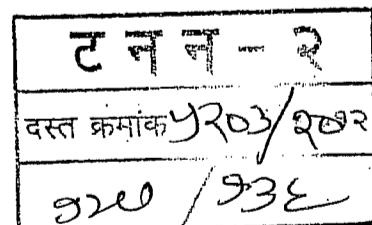
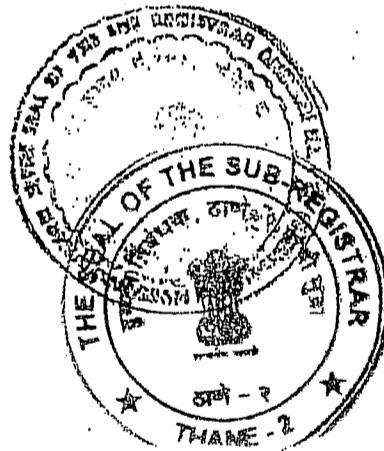
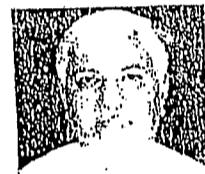


PERCY S. CHOWDHRY



*Rohinton Batliwala*  
ROHINTON BATLIWALA

*Vigil Glance*



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3

महानगर टेलीफोन निगम लिमिटेड, मुंबई<sup>1</sup>  
MAHABAR TELEPHONE NIGAM LIMITED, MUMBAI.

Telecom Service Provider

टेलीफोन बिल पत्रक / Telephone Bill Folio  
पूर्णाङ्क वार्षिक : ज्येष्ठ शत्रुघ्नी, द्वारा - १, १२ वी अंडा, १३४, घण्टे ताल, नई दिल्ली - ११०००७  
Regd. office : Jeevan Bhawan, Tower - 1, 12th Floor, 124, Connaught Circus, New Delhi - 110001

dolphin

ददर - ४

PinSr:1779	PSTN:19	SL: 00232044	Billing Period	पा०३९ 1/01/2010 31/03/2010
Name & Address: <b>KAPSTONE CONSTRUCTION PVT LTD</b> JMC HOUSE 3RD FLR. OFF WESTERN EXPRESS BISLERI COMPOUND ANDHERI EAST MUMBAI 400099	912222152569 25383586	ग्राह और पता : कपस्टो कंस्ट्रक्शन प्रा लि वेस्टर्न एक्स्प्रेस बिस्लेरी कॉम्पून्ड अंडेरी ईस्ट मुंबई - 400099	Due Date	29/03/2010
		Category	Amount Payable	2204.00

टेलीफोन नं. Telephone No.	शाखा नामा C. A. No.	बिल नं. Bill No.	प्राप्ति तारीख Bill Date	क्लियर कोड Category Code	भ्रुल डाटा Tariff Plan	ग्रुप नं. Group No.	जारीबन्ध सुन्दर डाटा Published Fair Tariff Plan
25383586	2100276396	1100635100	08/05/2010	NON-GVT GENERAL	Plan -1000	1	MTNL Standard Tariff Plan
प्राप्ति गोटर रिडिंग Opening Meter Reading	अंतिम गोटर रिडिंग Closing Meter Reading	गोटर गोटर Metered Calls	क्रेडिट गोटर Debit Calls	क्रेडिट गोटर Credit Calls	ग्राह गोटर Free Calls	गोटर गोटर गोटर Call Chargeable	गोटर गोटर गोटर Call Chargeable
36174	37040	1674	0	0	1674	0	1674

Details of Payments received after last bill

Bill Date - Bill Amount Due Date - Paid Date - Paid Amount

08/03/2010 2204.00 29/03/2010 26/03/2010 2204.00

STD - ISD details :

Calling no	Called Tel no	Call Dt.	End Time	Durtn	Chrgt	calls
25383586	02353691778	10/04	100042	102	2	
	02353691778	10/04	111906	23	1	
	09691272602	10/04	105436	41	1	
	04046453132	23/04	172519	62	2	
	04046453132	23/04	180615	7053	33	
	02353691778	24/04	160930	21	1	
	04046453132	26/04	150301	272	5	

E & O. E. MTNL MUMBAI SERVICE TAX REGN NO.: AAACMON2UFLG1001

CONSOLIDATED ST/AP DUTY PAID BY ORDER NO. MUDRAK 04102091/CR 539/H1 dated 30/08/2004

Cheque / DD Should be drawn in favour of "MTNL MUMBAI" 2100276396

Surf Unlimited with Unlimited Broadband

Now freedom of Unlimited download with limited Monthly bill

Unlimited Broadband plans- 256 Kbps, 384Kbps, 512Kbps, 752Kbps, 1Mbps, 2Mbps & 4Mbps

Mahanagar Telephone Nigam Limited, Mumbai. Details and enclose this with your application.



C. A. No.	Bill No.	Bill Date	Bill Period	Bill Date	Bill Period
2100276396	1100635100	29/03/2010	21/03/01	29/03/2010	21/03/01
Telephone No.					

90051

टनन २
दस्त क्रमांक ३२८३
१९२
९२८/३८८

Page 1 of 1

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प्रार्थ संख्या /PERMANENT ACCOUNT NUMBER

ABGPB9181N

नाम /NAME  
ROHINTON JEHANGIR BATLIWALLA



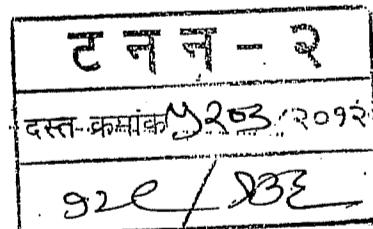
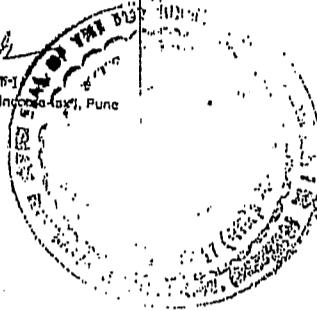
पिता का नाम /FATHER'S NAME  
JEHANGIR NAOROWJI BATLIWALLA

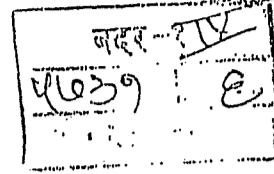
जन्म तिथि /DATE OF BIRTH  
03-04-1950

प्रतीक्षा /SIGNATURE

Batliwala

गोपनीय अधिकारी  
Commissioner of Income-tax, Pune





**Rustonjee**  
Come Home

Employee Code : R9065  
Name : Sanjeev Gowda  
Designation : Executive  
Department : Customer Support  
Blood Group : B +ve

Authorized Signatory



**Rustonjee**  
Come Home

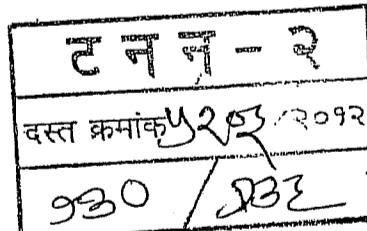
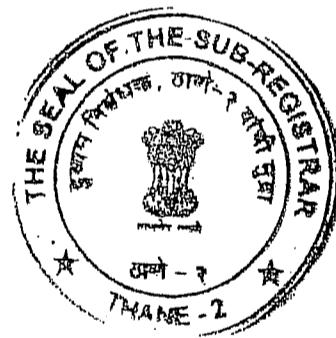
Employee Code :  
Name : Vishal Bhalerao  
Designation : Office Boy  
Department : Customer Support  
Blood Group : B +ve

Authorized Signatory

Instructions

- Employees are expected to carry their cards with them while on duty & produce the same on demand.
- This card is non-transferable and it must be surrendered on leaving the company's service or on demand of the authority.
- Loss of this card must be reported in writing to the issuing Authority immediately.
- In case of loss, a new card will be issued against the payment of Rs. 120/-.

I found, please return to:  
Kirti Gidwani  
JMC House, Eaton Compound, Vitham Express Highway,  
Aurangabad, Maharashtra 440 079  
Tel: +91-24-66 764 829 Fax: +91-24-66 764 599

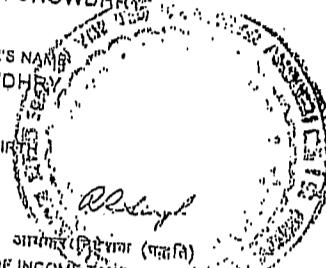


पर्सनल नंबर  
11039

पर्सनल अकाउंट /PERMANENT ACCOUNT NUMBER  
AAFFC4467Q  
पाता /NAME  
PERCY SORABJI CHOWDHRY  
पिता का नाम /FATHER'S NAME  
SORABJI CHOWDHRY  
पूर्ण तिथि /DATE OF BIRTH  
14-02-1971

संकेत /SIGNATURE

जिम्मेदारी के पाता (पाता)  
DIRECTOR OF INCOME-TAX (SYSTEMS)



टन स - २
दस्त क्रमांक १२०३ २०९२
९३९/९८८

6

128

24/05/2010 दुर्योग निवारक:  
10:52:08 am अंधेरी १ (यांग्रे)

## दस्त गोषवारा भाग-१

बदल १  
दस्त क्र 5731/2010

दस्त क्रमांक : 5731/2010

दस्तावच प्रकार : मुख्यारनामा

पाता, पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा टसा

पाता फक्त आशेश आहे तो संघालक परो

लिहून देणार

पाता, जो एक री हातास,

बय ३०

पाताने पक्षाचीस लायवे, अंधेरी (प) मुं

सही

संगतीचे नाव

ईगारतीचे नाव

ईगारत मं.

पैठ



२ नाव रोहिंटन पाहांगीर घाटलीवाला

लिहून देणार

पता: दूर/फ्लॉट नं: ३८ मजला, ऐ एम सी हातास,

बय ६०

गिरावरी फार्मांडज, घेठारी पक्षकाराचा घागले, अंधेरी (प) मुं

सही

१००

माली/रस्ता:

ईगारतीचे नाव

ईगारत मं:

पैठ



२ नाव रोहिंटन पाहांगीर घाटलीवाला

लिहून देणार

पता: दूर/फ्लॉट नं: ३८ मजला, ऐ एम सी हातास,

बय ६०

गिरावरी फार्मांडज, घेठारी पक्षकाराचा घागले, अंधेरी (प) मुं

सही

१००

माली/रस्ता:

ईगारतीचे नाव

ईगारत मं:

पैठ



टनन - २

दस्त क्रमांक	५२०३
१०९२	
९३२	९३३

मुख्यारनामा वस्ताविका घासम दिल्लाचे कळूल करातान.

1 OF 1

129

दस्त गोपनीया भाग - 2

बदर१

दस्त क्रमांक (5731/2010)

[5731/2010] या गोपनीया  
धारकाना ० भरतेले मुद्राक शुल्क : ६००  
दिनांक : 24/05/2010 १०:४८ AM  
दिनांक : 21/05/2010  
परा उंगर करणा-याची सही :

दस्तावा इकार : ४८) मुख्यत्वारनामा  
प्रियांका ना. १ यी देव : (सावरीकरण) 24/05/2010 १०:४८ AM  
प्रियांका ना. २ यी देव : (प्री) 24/05/2010 १०:५१ AM  
प्रियांका ना. ३ यी देव : (कवृती) 24/05/2010 १०:५१ AM  
प्रियांका ना. ४ यी देव : (आवश्य) 24/05/2010 १०:५१ AM  
परा नोंद-करत्वाचा दिनांक : 24/05/2010 १०:५२ AM

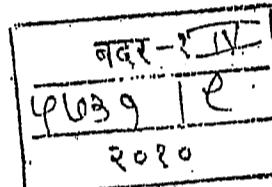
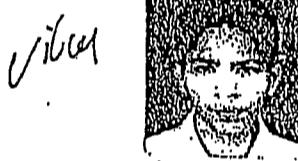
पादती नं.: ५७६२ दिनांक: 24/05/2010  
पादतीचे घण्टा  
नांव: कैपस्टोन कन्सल्टेंट्स || यि से रोधातक पर  
चौधरी

100 : नोंदणी परी  
200 : नवकाल (अ. 11(1)), 'पृष्ठावानाची नवका.  
(अ. 11(2)),  
क्षमाता (अ. 12) व छायाचेतना (अ. 13) >  
एकजिंत परी

300: पर्याण

पु. निवासाचा नाही, असारी । (गोपनी)

इमारतीचे नावा आयडीएन फार्म  
इमारत नं.:  
पेट/पासाहती:  
शहर/गाव/सहित  
साकुला:  
पिन: ६८  
१) विशाळ भालेराव ... , पर/प्रैंट नं: वर्षीप्रमाणे  
गाल्ली/रस्ता:  
ईमारतीचे नावा:  
ईमारत नं.:  
पेट/पासाहती:  
प्राप्त/गाव:



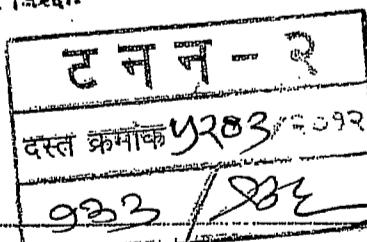
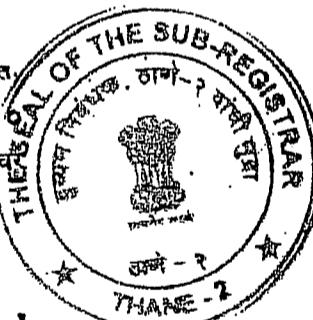
निवासाची सही  
उपरी (बांद्रा)



DEUMRY/0939095R322 Prepared on: 24/05/2010 10:50:09

प्रमाणित यांत्रेत येते की, या  
दस्तावेजे पर्याण ..... पाने भावेत,  
बदर-१/५७३९/२०१० पुरुष नाव नावीकरण  
दोऱ्या. २४५१९६ दिनांक:

दस्त उपरी क. असेती नं. १,  
मुंबई उत्तरनगर निवास.





04/06/2012

दुर्यम निबंधकः

11:42:32 am

सह दु.नि.ठाणे 2

## दस्त गोषवारा भाग-1

दस्त क्र 5203/2012

३३५)३८

दस्त क्रमांक : 5203/2012

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव: प्रग्ना किंती केडीया -

पत्ता: घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव: शिंशांती, जुळू कोळीवाडा, मुंबई 49

तालुका: -

पिन:

पैन नम्बर: ADWPK9701F

लिहून घेणार

वय 49

सही

P K Kule



2 नाव: कॉपरस्टोन कन्स्ट्रक्शन्स प्रा.लि. चे संचालक श्री पर्सी लिहून घेणार

चौधरी तर्फ कु.मु. रोहिंटन बाटलीवाला -

पत्ता: घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव: नाटराज, अ

वय 62

सही

Battawale



सह दुर्यम निबंधक, ठाणे क्र. २



दस्त क्र. [टनन2-5203-2012] चा गोषवारा  
बाजार मुल्य : 5930580 सोबदला 3614335 भरलेले मुद्रांक शुल्क : 148280

दस्त हजर केल्याचा दिनांक : 04/06/2012 11:40 AM  
निष्पादनाचा दिनांक : 12/05/2012

दस्त हजर करणा-याची सही : *PK Kelli*

दस्ताचा प्रकार : 25) करारनामा  
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 04/06/2012 11:40 AM  
शिक्का क्र. 2 ची वेळ : (फ़ी) 04/06/2012 11:41 AM  
शिक्का क्र. 3 ची वेळ : (कबुली) 04/06/2012 11:42 AM  
शिक्का क्र. 4 ची वेळ : (ओळख) 04/06/2012 11:42 AM

दस्त नोंद केल्याचा दिनांक : 04/06/2012 11:42 AM

ओळख :

खालील इसम असे निवेदीत करतात की, हे दस्तावेज करण्याची व्यक्तीश: ओळखतात,  
व त्यांची ओळख पटवितात.

1) सुनिल पाटील- , घर/फ्लॉट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव: नाटराज, अंधेरी पू, मुंबई-69

तालुका: -

पिन: -

2) संकेश कोलंबेकर- , घर/फ्लॉट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव: नाटराज, अंधेरी पू, मुंबई-69

तालुका: -

पिन: -

मुद्रांक शुल्क: सवलत : (सीएमएस/टिपीएस/1207/220/सीआर 541/08/युडी  
दि. 24/08/09 अन्यथे मु.शु. स्पेशल टाऊनशिप सवलत)

दु. निबंधकाची सही  
सह. दु.नि.ठाणे 2

पावती क्र.: 5251 दिनांक: 04/06/2012

पावतीचे वर्णन

नांव: प्रग्ना किर्ती केडीया - -

30000 : नोंदणी फी

2720 : नक्कल (अ. 11(1)), पृष्ठांकनाची

नक्कल (आ. 11(2)),

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

एकत्रित फी

32720: एकूण

*५३८४४४*

दु. निबंधकाची सही, सह दु.नि.ठाणे 2

प्रमाणित करणेत येते की या दस्तामध्ये  
एकूण *५३८४४४* पाले आहेत

सह. दुर्घम निबंधक, ठाणे क्र. २

पुस्तक क्रमांक *१४८* कर्मांकावर नोंदला

श्री. सं. सो. मानभाव  
सह. दुर्घम निबंधक, ठाणे क्र. २  
गारीख. *०४०* माहे *०८* सन २०१२

