

74/18930

पावती

Original/Duplicate

Thursday, December 17, 2020

नोंदणी क्र.: 39म

10:48 AM

Regn.: 39M

पावती क्र.: 20678 दिनांक: 17/12/2020

गावाचे नाव: माजिवडे

दस्तऐवजाचा अनुक्रमांक: टनन2-18930-2020

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: दिरेन सुधाकर शेटी

नोंदणी फी

रु. 30000.00

दस्त. हाताळणी फी

रु. 3020.00

पुष्पाची संख्या: 151

एकूण:

रु. 33020.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

11:01 AM ह्या वेळेस मिळेल.

*Bashmuel*

Joint Sub Registrar Thane 2

बाजार मूल्य: रु. 8208000/-

मोबदला रु. 10972645/-

भरलेले मुद्रांक शुल्क : रु. 170000/-

सह दुय्यम निबंधक वरुण - रु

ठाणे क. रु

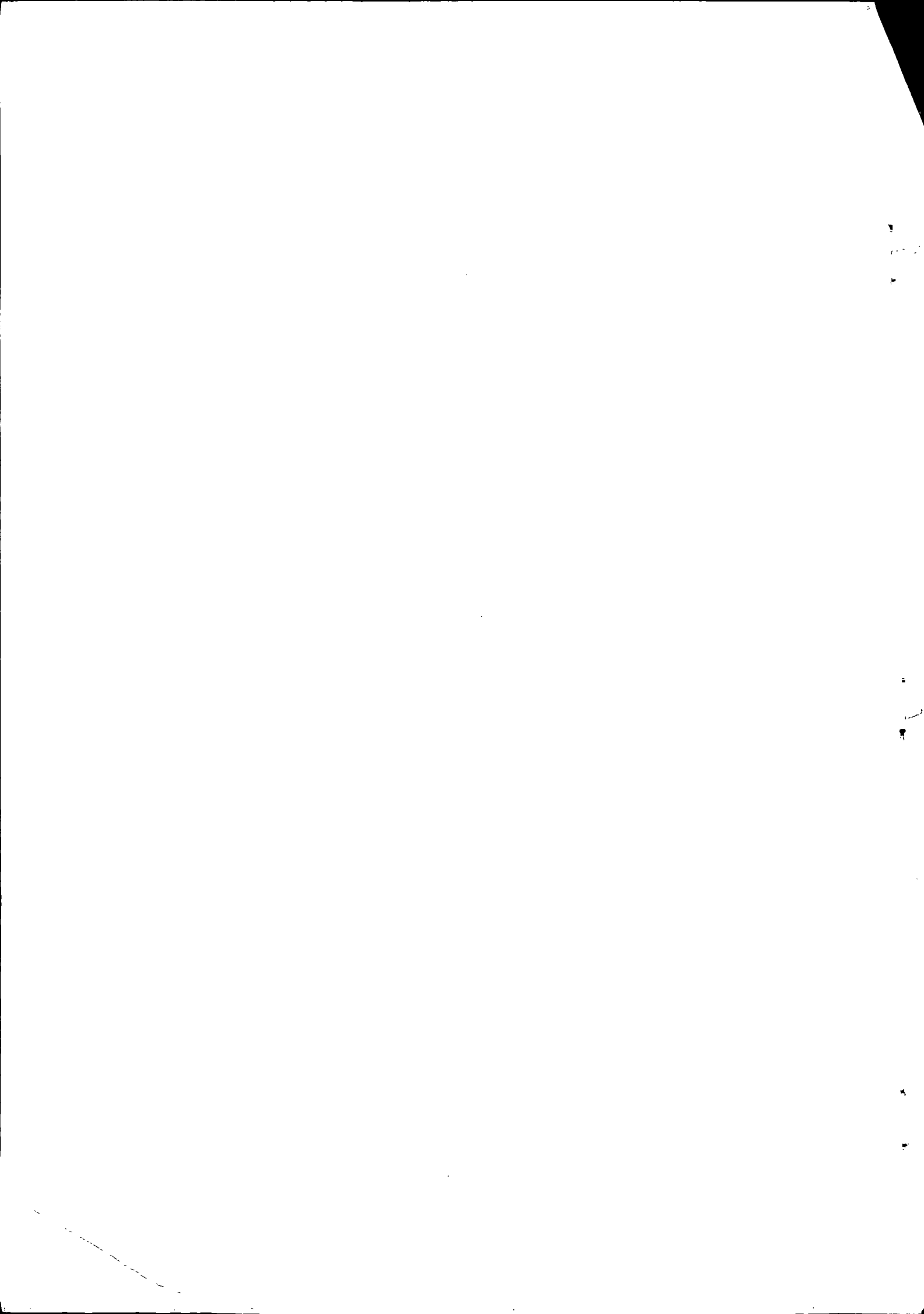
1) देयकाचा प्रकार: By Cash रक्कम: रु. 3020/-

2) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH008201346202021R दिनांक: 17/12/2020

बँकेचे नाव व पत्ता: Panjab National Bank

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## e-Stamp [ Simple Receipt ] Offline Payment Receipt

Branch Name	: GHODBUNDER ROAD(6100)		
Challan Number	: MBST10122050366	GRAS GRN	: MH008201346202021R
PaymentDate	: 11/12/2020 12:56:53 PM	Bank Txn ID	: 111220M524516
District	: 1201-THANE	Office Name	: IGR14-THN2 THANE 2 JOINT SUB REGISTRAR
Stamp Duty	: 0030046401-75		
Amount	: 170000.00		
Registration Fees	: 0030063301-70		
Amount	: 30000.00		
Total Amount	: 200000.00		
Duty Payer Name	: MR DIRAN SUDHAKAR SHETTY	Duty Payer ID	: PAN-DKQPS7067Q
Duty Payer Mob No	: +91-8097180178		
Article Code	: B25-Agreement to sale/Transfer/Assignment		
Immovability	: Immovable	Consideration Amount	: 10972645.00
Prop Descr	: FLAT NO 3102,D WING RUSTOMJEE,AZZIANO,NR MUMBAI NASHIK,BYPASS HIGHWAY,MAJIWADE,THANE Maharashtra 400601		
Property Area	: 637.00 sq.feet		
Other Party Name	: MESSERS KAPSTONE CONSTRUCTIONS PVT LTD	Other Party ID	: PAN-AACCK3513F

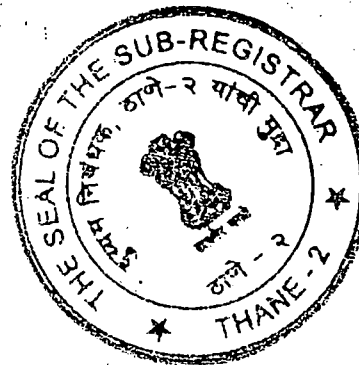
Print Receipt

AGREEMENT FOR SALE

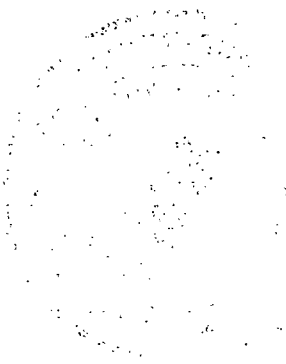
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दस्तावेज क्रमांक १८३०/२०२०
१ / १५९



दस्तावेज - २  
दस्तावेज क्रमांक १८३०/२०२०  
२ १९९



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दस्तावेज क्र. १८३०/२०२०
३ / १५९

**AGREEMENT FOR SALE**

**THIS AGREEMENT** is made at Thane on this 17<sup>th</sup> day of December, 2020.

**BETWEEN**

**KAPSTONE CONSTRUCTIONS PRIVATE LIMITED**, a Company registered under the Companies Act, 1956 having its registered office at 702, Natraj, M. V. Road Junction, Western Express Highway, Andheri (East), Mumbai 400 069, hereinafter referred to as the "Promoter" (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**

**Mr. Diran Sudhakar Shetty and Mr. Sudhakar Raju Shetty**

having address at Usha Sadan, 1/17, Near Durga Mata Temple, Kolsewadi,

Kalyan (E) 421306.

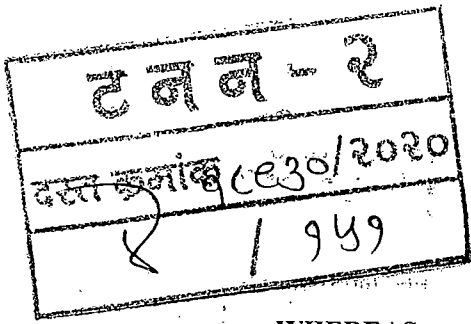
hereinafter referred to as the "Allottee" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of Individual, his/her/their respective heirs, executors, administrators and permitted assigns, in case of a Company, its successors and assigns, in case of a Partnership Firm or a Limited Liability Partnership, the partners for the time being thereof, the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of the survivor, in case of a Hindu Undivided Family (HUF), the Karta and all coparceners, members of the HUF from time to time, their respective heirs, legal representatives, executors, administrators and permitted assigns, in case of a Public Charitable Trust, all trustees constituting the Trust and the heirs, executors and administrators of the surviving trustee and permitted assigns, in case of a Private Trust/ Settlement, all trustees constituting the Trust, beneficiaries and the heirs, executors and administrators of the surviving trustee or beneficiary and permitted assigns) of the **OTHER PART**.

(The Promoter and the "Allottee" are hereinafter collectively referred to as "the Parties", and individually as a "Party").

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**WHEREAS:**

A. By and under the Development Agreement dated March 31, 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 Promoter (therein referred to as the Developer) of the Eleventh Part and registered with the Sub Registrar of Assurances Thane - 5 under Serial No. TNN5-02095 of 2006, the Promoter *inter alia* acquired the right to develop several plots of land situated at Village Majiwade, Taluka and District Thane (hereinafter referred to as the "First Original Acquired Property") in the manner and upon the terms and conditions mentioned therein;

B. By and under the Agreement for Sale dated December 21, 2006 executed between the Promoter (therein referred to as 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 referred to as the "Confirming Parties") of the Third Part and registered with the Sub Registrar of Assurances Thane under Serial No. TNN1-00662 - 2007, the Promoter *inter alia* acquired the right to develop the property bearing Survey No. 30/2 admeasuring 4000 square meters of Village Majiwade, Taluka and District Thane (hereinafter referred to as the "Second Acquired Property") in the manner and upon the terms and conditions mentioned therein;

C. By and under the Development Agreement dated May 15, 2008 executed between the Promoter (therein referred to as 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 referred to as the "Confirming Party") of the Third Part and registered with the Sub Registrar of Assurances Thane under Serial No. TNN2 - 04546 - 2008, the Promoter *inter alia* acquired the right to develop the property bearing Survey No. 30/3 admeasuring 4280 square meters of the Village Majiwade, Taluka and District Thane (hereinafter referred to as the "Third Acquired Property") in the manner and upon the terms and conditions mentioned therein;

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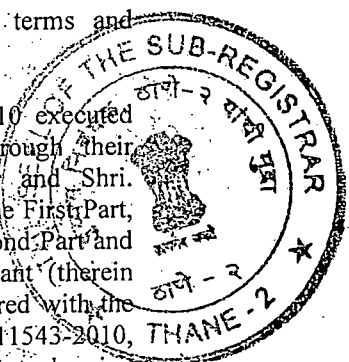
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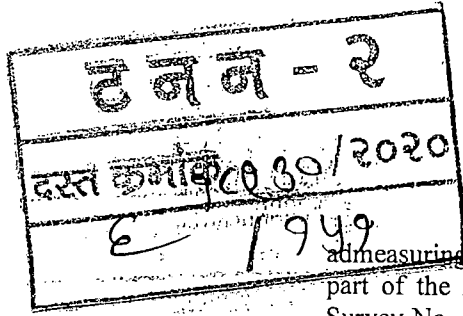
D. By the Conveyance Deed dated May 15, 2008 executed between Shri Chintaman Kashinath Bhoir and others (therein referred to as the "Vendors") of the First Part and Smt. Sakhubai Rawji Patil (therein referred to as the "Confirming Party") of the Second Part and the Promoter (therein referred to as the "Purchaser") of the Third Part and registered with the Sub Registrar of Assurances, Thane under Serial No. TNN-2 - 04548 - 2008, the Promoter *inter alia* acquired the right to develop the property bearing Survey Nos. 327/1, 328/1 and 328/2 totally admeasuring 1490 square meters of Village Majiwade, Taluka and District Thane (hereinafter referred to as the "Fourth Acquired Property") in the manner and upon the terms and conditions mentioned therein;

E. By and under the Agreement dated March 28, 2006 executed between Ashok Udaisingh Varma (therein referred to as the "First Owner") of the First Part, the Promoter (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 under Serial No. TNN2-04134 of 2006, the Promoter exchanged development rights in respect of portions of plots bearing Survey Nos. 12/1, 12/3 and 12/4 totally admeasuring 1122.15 square meters ("First Exchanged Property") forming part of the First Original Acquired Property for a portion of plot bearing Survey No. 21/1 admeasuring 1122.15 square meters and accordingly acquired the right to develop the portion of the said plot bearing Survey No. 21/1 (hereinafter referred to as the "Fifth Acquired Property") in the manner and upon the terms and conditions mentioned therein;

F. By and under the Deed of Conveyance dated October 8, 2010 executed between Shri. Pundalik Shinu Vaity (Patil) and others through their Constituted Attorney Shri. Purshottam Harishchandra Bhoir and Shri. Manish Dilip Savant (therein referred to as "the Vendors") of the First Part, the Promoter (therein referred to as "the Purchaser") of the Second Part and Shri. Purshottam Harishchandra Bhoir and Manish Dilip Savant (therein referred to as "the Confirming Party") of the Third Part registered with the Sub Registrar of Assurances Thane bearing Serial No. TNN2-11543-2010, the Promoter *inter alia* acquired the right to develop the property bearing Survey No. 14, Hissa No. 1 admeasuring about 2830 square meters out of 5500 square meters of Village Majiwade, Taluka and District Thane (hereinafter referred to as the "Sixth Acquired Property") in the manner and upon the terms and conditions mentioned therein;

G. By and under the Agreement dated October 27, 2009 executed between Ashok Udaisingh Varma (therein referred to as the "First Owner No. 1") and Vijaysingh Rajasingh Varma (therein referred to as the "First Owner No. 2") of the First Part, the Promoter (therein referred to as "the First Developer") of the Second Part and Shri. Pandurang Narayan Bhoir and others through their Constituted Attorney Mr. Mangalprabhat Gumanmal Lodha (therein referred to as "the Second Owner") of the Third Part and Lodha Estate Pvt. Ltd (LEPL), M/s. Shree Sainath Enterprises (SSE) and Mr. Mangalprabhat Gumanmal Lodha (MPL) (therein referred to as the "Second Developer") of the Fourth Part and registered with the Sub Registrar of Assurances Thane vide serial No. TNN2-9928 of 2009; the Promoter exchanged development rights in respect of portions of plots bearing Survey No. 22 totally

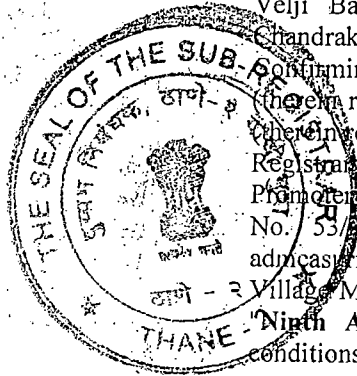
  
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admeasuring 2380 square meters ("**Second Exchanged Property**") forming part of the First Original Acquired Property for a portion of plot bearing Survey No. 30/5 area admeasuring 430.70 square meters out of 5790 square meters and Survey No. 30/6 area admeasuring 759.30 square meters out of 1140 square meters and accordingly acquired the right to develop the portions of the said plot bearing Survey No. 30/5 and 30/6 (hereinafter referred to as the "**Seventh Acquired Property**") in the manner and upon the terms and conditions mentioned therein;

H. By and under the Deed of Conveyance dated September 24, 2009 executed between Shri. Dilip Harishchandra Bhoir (therein referred to as the "Vendor") of the First Part and the Promoter (therein referred to as the "Purchaser") of the Second Part and registered with Sub Registrar of Assurances Thane bearing Serial No. TNN-2 08703-2009, the Promoter *inter alia* acquired the right to develop the property bearing Survey No. 30/7 admeasuring area 350 square meters of Village Majiwade, Taluka and District Thane (hereinafter referred to as the "**Eighth Acquired Property**") in the manner and upon the terms and conditions mentioned therein;

I. By and under the Deed of Conveyance dated July 5, 2011 executed between Janardhan Jagannath Vaity and others (therein referred to as "the Owners") of the First Part and M/s. Ravechi Real Estate through their Partners Dhanji Velji Bauva, Vassanji Lakhmi Karia, Milind Anant Korde, Deepak Chandrakant Kharkar and Jayantilal Popatlal Shah (therein referred to as "the Promoting Parties") of the Second Part and Mr. Boman Rustom Irani (therein referred to as "the Purchaser") of the Third Part and the Promoter (herein referred to as the "Company") of the Fourth Part registered with Sub Registrar of Assurances Thane bearing Serial No. TNN2-07428-2011, the Promoter *inter alia* became entitled to develop the property bearing Survey No. 53/2 admeasuring 2390 square meters and Survey No. 53/2/3 admeasuring 1254 square meters aggregating to 3644 square meters of Village Majiwade, Taluka and District Thane (hereinafter referred to as the "**Ninth Acquired Property**") in the manner and upon the terms and conditions mentioned therein;



J. The First Original Acquired Property after deducting the area of the First Exchanged Property and the Second Exchanged Property is hereinafter referred to as "**First Acquired Property**". The First Acquired Property, the Second Acquired Property, the Third Acquired Property, the Fourth Acquired Property, the Fifth Acquired Property, the Sixth Acquired Property, the Seventh Acquired Property, the Eighth Acquired Property, the Ninth Acquired Property and the Government Land (as defined herein) are hereinafter collectively referred to as the "**Larger Property**" and are more particularly described in the **First Schedule** hereunder written and delineated in yellow colour boundary line of the Plan annexed hereto and marked **Annexure '1'**;

K. 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 and 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 First Acquired Property. Subsequently, due to non compliance on the part of the then owner, the order dated October 30,

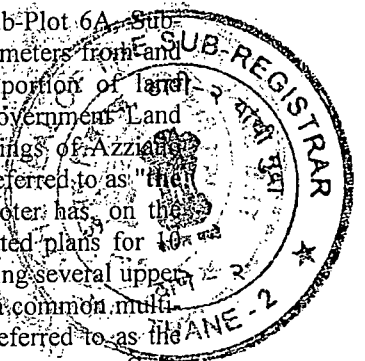
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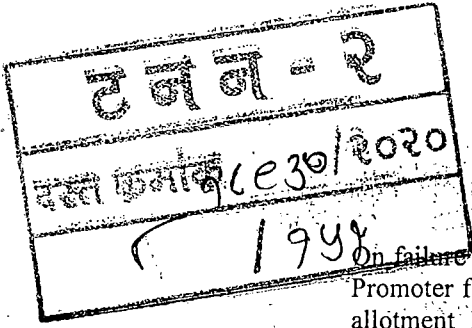
1981 was cancelled vide an order dated July 12, 1989 ("cancellation order"). An appeal was preferred against the cancellation order, however, the same was dismissed. Thereafter the then owner made a fresh application under section 34 of the ULCRA. Sometime in the year 2007 and after the execution of the Development Agreement dated March 31, 2006, the Competent Authority referred the matter to the Government of Maharashtra and pursuant to such referral the Government issued an order u/s 34 of the ULCRA in respect of the First Acquired Property and imposed certain onerous conditions in relation thereto. Being aggrieved by the order of the Government, the Promoter filed the Writ Petition bearing number 9364 of 2007 before the Hon'ble Bombay High Court; wherein interim relief in favour of the Promoter has been granted by Hon'ble Bombay High Court vide Orders dated December 19, 2007 and October 7, 2008. The matter is presently pending before the Hon'ble Bombay High Court;

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- L. The Promoter is developing the Larger Property 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 D.P. D.C.R/U.D-12 dated May 25, 2006 ("Special Township Regulations");
- M. The Promoter has, in accordance with the Special Township Regulations obtained the locational clearance in respect of the Special Township Project;
- N. The Promoter is constructing a building complex to be known as "Azziano" (hereinafter referred to as "the Azziano Complex") on Sub-Plot 6A, Sub-Plot 6B and also on a portion admeasuring 4826.62 square meters out of the Government Land (as defined herein). The portion of land admeasuring 4826.62 square meters out and from the Government Land admeasuring 17,732 square meters and on which some wings of Azziano may be constructed in the manner stated herein is hereafter referred to as "the Azziano Portion of the Government Land". The Promoter has, on the basis of the FSI available as on date, prepared and submitted plans for 10 wings being Wings A, B, C, E, F, G, H, I, J, K each comprising several upper floors (not exceeding 40 upper floors) to be constructed on a common multi-level podium consisting of stilt and 4 levels (collectively referred to as the "Wings") to be constructed by the Promoter in a phase wise manner on Sub-Plot 6A admeasuring 10262.38 square meters or thereabouts in the aggregate and bearing Survey Nos. 14/1 (pt), 15/2 (pt), 15/3 (pt), 15/4 (pt), 15/5 (pt), 16/2A (pt), 16/3, 16/4, 16/5 (pt), 16/6 (pt), 17/3 (pt), 17/4A (pt), 17/5, and 17/6A (pt) and Sub-Plot 6B admeasuring 25,644.54 square meters or thereabouts in the aggregate and bearing Survey Nos. 49/1, 49/2, 49/3, 50/1 (pt), 50/2, 50/3, 51/1, 51/2, 51/3, 51/4 (pt), 51/5 (pt), 53/2/3, and 383 (pt) of Village Majiwade, Taluka and District Thane.
- O. The Revenue and Forest Department Mantralaya, Mumbai, has vide its letter / order dated May 3, 2010 bearing no. Land 2708/ CN./ 28/ L-4 allotted to the Promoter the land bearing Survey No. 386/1 of Village Majiwade Taluka and District Thane admeasuring 17,732 square meters falling within the Special Township ("Government Land"). The Government Land was agreed to be allotted as Occupant Class II Land at market value prevailing in the year 2010.



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On failure to allot the Government Land in terms of the allotment order, the Promoter filed a writ petition before the High Court to give effect to the said allotment letter. The writ petition was contested by the Government of Maharashtra ("Government") and was finally settled by a consent terms filed before the Supreme Court. Vide order dated 3<sup>rd</sup> January 2018 passed in Civil Appeal no. 7949-7950/2014 the Government and the Promoter inter alia agreed as under:

- (a) Promoter to be allotted all that piece and parcel of land bearing survey no. 386 admeasuring 39,985.57 square meters situated at Village Majiwade, Taluka Thane.
- (b) The above land admeasuring 39,985.57 square meters shall include: -
  - (i) An area admeasuring 17,732.00 square meters as per terms and conditions as stated in the allotment letter dated 03.05.2010 issued by the Revenue and Forest Department;
  - (ii) An area admeasuring 14,985.30 square meters which is under Nalla and further that no construction to be undertaken thereon and
  - (iii) An area admeasuring 7288.27 square meters which is in form of small pices of land.
- (c) Promoter to pay consideration for the land admeasuring 39,985.57 square meters as per the ready reckoner rate applicable on the day and date when the parties sign the consent terms;

The Promoter, after the payment of the consideration to continue to hold and occupy quite, vacant and peaceful possession of the land;

Promoter to develop the land as part of Special Township Project;

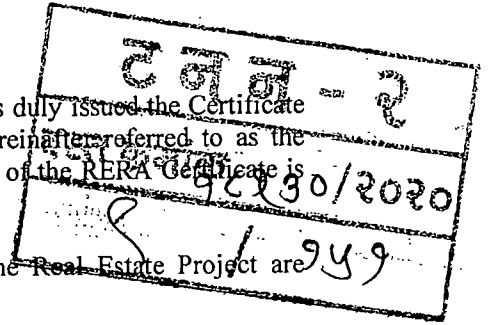
(f) Both parties agreed to withdraw all allegations and claims and proceedings instituted against each other

Upon above order being passed and subsequent acquisition of the Azziano Portion of the Government Land and connecting the same with Sub-Plot 6A and Sub-Plot 6B as explained herein, the Promoter on the basis of the same, has merged Sub-Plot 6A, Sub-Plot 6B and Government Land and submitted a revised plan with amendments, modifications and approval from all concerned authorities and indicated on the plan thereto for construction of 2 (two) additional wings, Wings D and L on the Government Land bearing Survey No. 386/1(pt) admeasuring 4826.39 square meters, Survey No. 49/1 admeasuring 1040 square meters and Survey No. 49/3 admeasuring 180 square meters

- Q. The development of the Wing more particularly mentioned in the **Fifth Schedule** hereunder written and hereinafter referred to as "the said Wing" is a phase of the Azziano Complex, which in turn is a phase of the Special Township Project and the said Wing has been registered as a 'real estate project' as is more particularly mentioned in **Fifth Schedule** hereunder written and hereinafter referred to as "the Real Estate Project" with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website)

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Rules, 2017 ("RERA Rules"). The Authority has duly issued the Certificate of Registration for the Real Estate Project, (hereinafter referred to as the "RERA Certificate") and an authenticated copy of the RERA Certificate is annexed and marked as Annexure "2" hereto;



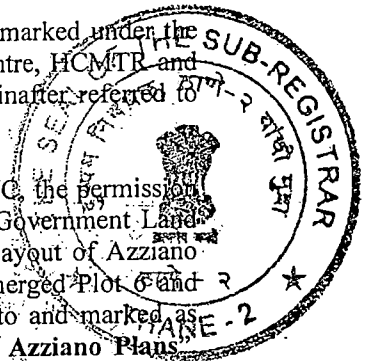
- R. The material aspects of the development of the Real Estate Project are briefly stated below-
- (i) The total floor space index ("FSI") consumed/proposed to be consumed in the Real Estate Project is more particularly set out in clause 5.3 below;
  - (ii) The common areas, facilities and amenities in the Real Estate Project are listed in the **Third Schedule** hereunder written ("**Real Estate Project Amenities**") and shall be completed/delivered with the completion of the Real Estate Project;
  - (iii) The building plans of the said Wing are annexed hereto and marked as **Annexure "3"**.

The salient features of the Real Estate Project are available for inspection on the website of the MahaRERA Authority.

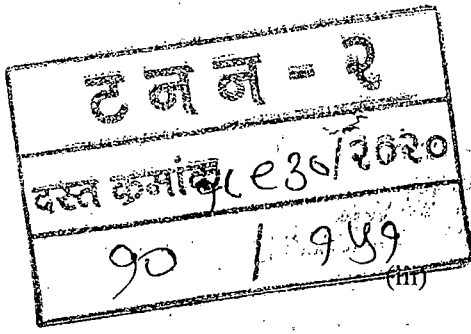
- S. The material aspects of the development of the Azziano Complex as disclosed by the Promoter are briefly stated below-

- (i) Certain portions of the Property are reserved / earmarked under the Development Plan of City of Thane for Town Centre, HCMTR and Service Road. The aforesaid reservations are hereinafter referred to as "**Azziano DP Reservations**";
- (ii) The Promoter has thereafter obtained from the TMC, the permission for merger of the Sub-Plot 6A, Sub-Plot 6B and Government Land and the new plot is referred to as "**Plot 6**". The layout of Azziano Complex is proposed to comprise of the newly merged Plot 6 and which is shown on the layout plan annexed hereto and marked as **Annexure '4'** and hereinafter referred to as "**the Azziano Plans**". The Promoter has constructed Wings A, B and C on Sub-Plot 6A and wings E to K on Sub-Plot 6B as per the plans prepared and approved therefore. Out of the said Wings E to K, the Promoter has received Part Occupation Certificates for Wing F, G, H, I and J and is in the process of constructing/handing over of the remaining wings i.e. Wings E, , K and is more particularly described in the **Second Schedule** hereunder written and shown on the layout plan annexed hereto and marked as Annexure 4 and the said Plot 6 is hereinafter referred to as "**the Property**"

Post acquisition of the Azziano Portion of the Government Land, the Promoter now intends to construct thereon 2 (two) additional wings i.e. Wings D and L as per plans, with amendments, modifications and approval from all concerned authorities.

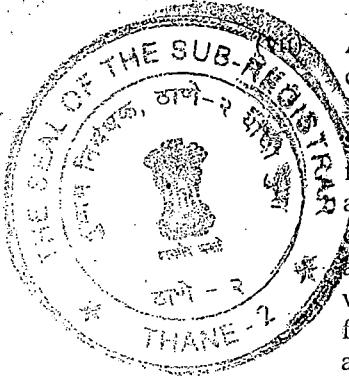


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The common areas, facilities and amenities in the Azziano Complex are listed in the **Fourth Schedule** hereunder written ("**Azziano Complex Amenities**") and shall be completed/delivered with the completion of the last of the Wings in the Azziano Complex.

- (iv) The term "**Property**" for the purposes of this Agreement shall mean plot bearing Plot 6 and the subsequent inclusion of the same in the development of the Azziano Complex.
- (v) Some of the Azziano Complex Amenities may be constructed / located on Plot 6; which facilities will be available collectively for the benefit and enjoyment of all the purchasers/residents/occupants of premises in the Azziano Complex. The outgoings and maintenance (including costs of repairs / improvements etc.) for the Azziano Complex Amenities shall be borne and paid collectively by all the purchasers/residents/occupants of premises in the Azziano Complex. The societies as may be formed with respect to the Wings on Plot 6 shall provide access and assistance as may be required by the society/societies of the Wings A, B and/or C for easy access and availability of the Azziano Complex Amenities, in accordance with the rules framed therefore (including but not limited to, payment of charges fixed thereunder) and the Allottee shall contribute the Allottee's share of the outgoings and the maintenance charges for the Azziano Complex Amenities to the Promoter/Society, as and when demanded.
- (vi) The Property abuts 30 meters wide HCMTR.

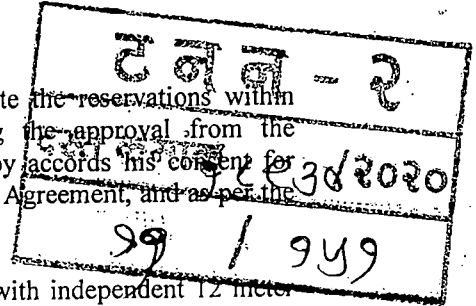


All or any of the Wings in the Azziano Complex may have commercial user on ground, first, third and fourth floor level. The Wings E to K, will have common stilt and 4 levels of podium and shall consist of several upper floors (but not more than 40 upper floors) for residential user subject to the approval of the concerned authorities. It is proposed that there shall be a commercial shop line on the side of the Property which abuts the 15 meters service road along the north side and which abuts 30 meters HCMTR along the west side of the Property. The commercial user on the ground and first level of building line may have common or independent access as per design requirement together with parking facilities demarcated therein. The Allottee accords his consent for such commercial user / commercial / retail / shop line within / abutting the Property and all amendments thereto as may be required from time to time by the Promoter / concerned local authorities.

- (viii) The Property is marginally affected by CRZ-II. The Promoter has obtained the sanction from the concerned authority for construction of the said Wing.
- (ix) The Property will be developed in phases including the area under the podium.
- (x) The Promoter shall provide a Recreation Ground (R.G.) admeasuring at least 549.8 square meters in the Property.

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(xi) The Promoter shall be entitled to relocate the reservations within the Azziano Complex, subject to obtaining the approval from the concerned authorities. The Allottee hereby accords his consent for the said relocation as contemplated in this Agreement, and as per the disclosures made by the Promoter.



(xii) The Azziano Complex will be provided with independent 12 meter wide access road from the 15 meter wide D.P. Road on the north side of the Property (as shown on the Plan annexed hereto and marked Annexure '4'), which is connected to the existing Saket Balkum Road. The Promoter proposes to provide access for ingress and egress to the Azziano Complex from the Government Land as well as from the 30 meter wide HCMTR abutting the Property, subject to the approvals from concerned authorities. At any point of time at least one access will be available to the Azziano Complex.

(xiii) The provision of the access from the south bridge which is connecting the Property to the highway, is an additional access provided *inter alia* to the Azziano Complex, with specific permission from the National Highway Authority and the same is on renewable basis and subject to terms and conditions as may be laid down by the concerned authorities from time to time. The obligation to renew the permissions from the concerned authorities for using the south bridge access shall be that of the societies to be formed in respect of the buildings in the Azziano Complex until formation of the Apex Body (as defined below), and thereafter by the Apex Body.

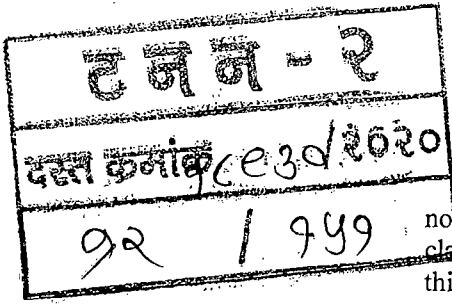
(xiv) The Promoter has obtained the requisite permissions for the proposed commercial shop line in common stilt area of the Wings along the 30 meters wide HCMTR / commercial user at ground floor, first floor, third floor and fourth floor level as mentioned hereinabove in the Azziano Complex by utilising additional FSI available in the Special Township Project. The Allottee hereby accords his consent for the same.

(xv) The Property abuts a nalla on eastern side which will be maintained by the Promoter/ Thane Municipal Corporation ("TMC") till the completion of the Special Township Project. Even after possession of the premises are handed over to the purchasers and formation of the Society, the Promoter / TMC shall have unrestricted access to the said nalla for the purposes of its maintenance until the entire township is completed in all respects. Upon the completion of the entire township and the formation of the Apex Body (as defined below), the Apex Body shall maintain of the said nalla and shall fulfill all the conditions of the TMC in that regard.

T. The material aspects of the development of the Special Township Project as disclosed by the Promoter are briefly stated below-

(i) The Promoter is developing the Special Township Project as an integrated township and it is contemplated that the same shall *inter alia* comprise of residential utilization, commercial utilization, educational utilization and amenity spaces. The Promoter is developing the Larger Property in a phase-wise manner and has

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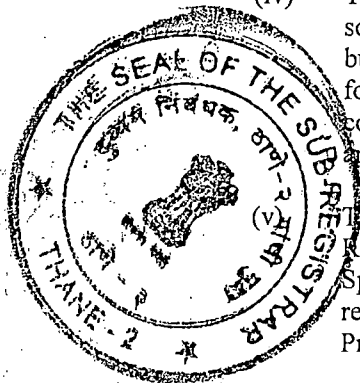


notionally divided the Larger Property into several sub-plots. It is clarified that the expression "Larger Property" for the purposes of this Agreement shall include any additional properties that may be acquired / developed by the Promoter and/or forming part of the Special Township Project;

(ii) Certain portions of the Larger Property are reserved / earmarked under the Development Plan of City of Thane for D. P. Roads, Town Center, Schools, Gardens, Park, High Capacity Mass Transit Route ("HCMTR"), Housing for Dishoused / Transit Camp, etc. The aforesaid reservations are hereinafter collectively referred to as the "Larger Property DP Reservations";

(iii) The Promoter shall develop common infrastructure, amenities and facilities, as more particularly set out in the **Eighth Schedule** hereunder written, in a phase wise manner for the benefit of and utilization by the occupants of the Special Township Project (hereinafter referred to as "Larger Property Infrastructure, Common Amenities and Facilities");

(iv) The Promoter shall form an apex society comprising the various societies/organizations/corporate bodies in respect of the various buildings, that may be developed on the Larger Property, *inter alia* for the purpose of proper management, maintenance, regulation and control of all the Larger Property Infrastructure, Common Amenities and Facilities (hereinafter referred to as "the Apex Body");



The Promoter is entitled to make provision for change in layout of R.G., and utilize the entire F.S.I. available on the entire layout of Special Township Project till the Occupation Certificate is issued in respect of last building to be constructed in the Special Township Project.

(vi) The zoning shown in the layout plan of the Special Township Project in and around the Property is subject to change with prior approval from the concerned authorities. The Allottee hereby accords his consent for the said changes in zoning as contemplated in this Agreement, and as per the disclosures made by the Promoter.

(vii) The Promoter shall be entitled to relocate the reservations within the Special Township Project, subject to obtaining the approval from the concerned authorities. The Allottee hereby accords his consent for the said relocation as contemplated in this Agreement, and as per the disclosures made by the Promoter.

(viii) The Promoter is entitled, to change the location of the various amenities such as shopping market, health services, recreation spaces, school, etc in the layout of the Special Township Project, as may be required as per the Special Township Regulations or at the discretion of the Promoter.

(ix) Play ground, gardens, parks and other open spaces provided in the Special Township Project as per Special Township Regulations shall not form part of the exclusive amenities provided for the Azziano

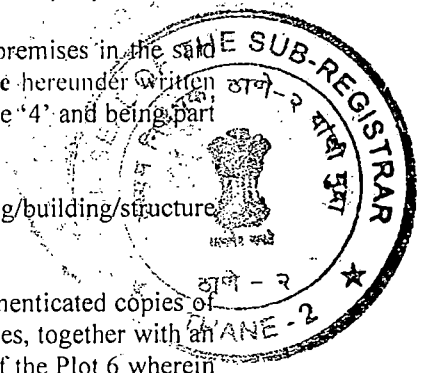
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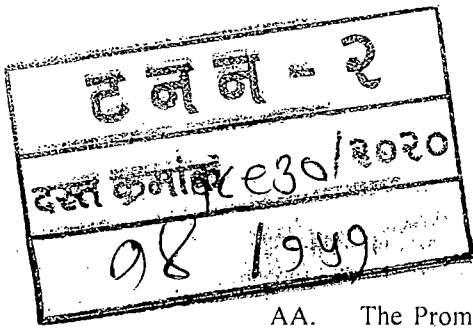
Building Complex and that the same will be handed over to the appropriate authority for which the Allottee and/or the Society and/or the Apex Body shall have no objection. A portion of the Larger Property on which the service road is proposed to be made is affected by CRZ - II. The access to the service road shall also be provided through a bridge constructed partially on the land belonging to the National Highway Authority and partially upon the land affected by water pipelines which form a part of the Special Township Project. The Promoter has obtained the necessary permission from Maharashtra Industrial Development Corporation ("MIDC"), Shahad Temghar (STEM) Water Authority, TMC and National Highway Authority to construct the bridge. The Promoter has executed an agreement with the concerned authorities in this regard and obtained a license to use the same. The Promoter shall provide the access to the Wings either from a service road on North side of the Property or through a bridge constructed partially upon the land belonging to the National Highway Authority and partially upon the land affected by water pipelines. The responsibility/liability for the renewal of the access permission from National Highway Authority shall be that of the Society/ societies to be formed in respect of the Wings in the Azziano Complex along with the societies formed in respect of other buildings on the Larger Property until formation of the Apex Body and thereafter of the Apex Body;

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- U. The Promoter has obtained the environmental clearances for the Special Township Project, vide the letters dated July 6, 2009 and March 25, 2014 addressed by the Ministry of Environment and Forest to the Promoter, for development work proposed to be carried on in the Larger Property;
- V. The subject matter of this Agreement is the residential premises in the said Wing more particularly mentioned in the **Fifth Schedule** hereunder written and shown on the layout plan annexed hereto as Annexure '4' and being part of the Azziano Complex;
- W. The Allottee is not concerned with any other wing/building/structure constructed/under construction on the Property;
- X. The title of the Larger Property is certified as per the authenticated copies of the Certificates of Title issued by the Promoter's Advocates, together with an updated Certificate of Title dated 03.11.2018 in respect of the Plot 6 wherein the said Wings are proposed to be constructed and which are annexed hereto and collectively marked as **Annexure '5'**;
- Y. The authenticated copies of the 7/12 extracts issued by the revenue authorities in respect of Plot 6 are annexed hereto and marked as **Annexure '6'**;
- Z. The Promoter has obtained from the TMC the Development Permission / Commencement Certificate bearing number V.P. No. S05/0022/10TMC/TDD/2823/18 dated 28.09.2018 in respect of the said Wing, and hereinafter referred to as the "**Development Permission / Commencement Certificate**". An authenticated copy of the Development Permission / Commencement Certificate with respect to the said Wing is annexed hereto as **Annexure '7'**;



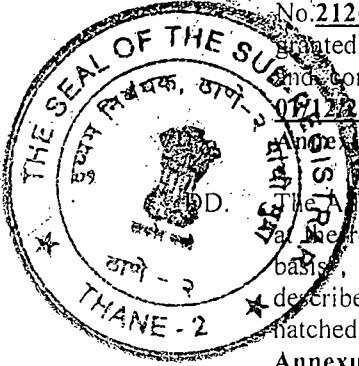
  
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AA. The Promoter has appointed Mr. Manish Savant as the Architect and M/s. Mahimtura Consultants Pvt. Ltd., as Structural Consultants for the preparation of the structural designs and drawings of the said Wing and the Promoter accepts the professional supervision of the architects and the Structural Engineers till the completion of the said Wing;


BB. While sanctioning the plans of the said Wing, the TMC has laid down certain terms, conditions and restrictions which are to be observed and performed by the Promoter and upon due observance and performance of which the Occupation and Completion Certificates in respect of the said Wing shall be granted by TMC;

CC. The Promoter is executing the Real Estate Project with the loan assistance from Piramal Capital & Housing Finance Limited who has appointed IDBI Trusteeship Services Limited as the security trustee for the same, and by and under document dated 26.05.2017 executed by and between the Promoter of the one part and the Mortgagee of the other part and registered in the Office of the Sub-Registrar of Assurances at Thane under Serial No. 6095 of 2017, the Promoter has inter alia mortgaged the Premises (as defined below) in favour of the Mortgagee as and by way of first and exclusive charge, in the manner and upon the terms and conditions mentioned therein and accordingly, the Allottee's rights hereunder shall be subject to receipt of the full purchase price for the Premises by the Mortgagee. By its letter bearing No. 21207-8/ITSL/OPR/2020-21 dated 01/12/2020 the Mortgagee has granted its consent/no-objection for the sale of the Premises upon the terms and conditions mentioned therein. A photocopy of the said letter dated 01/12/2020 issued by the Mortgagee is annexed hereto and marked Annexure "8";

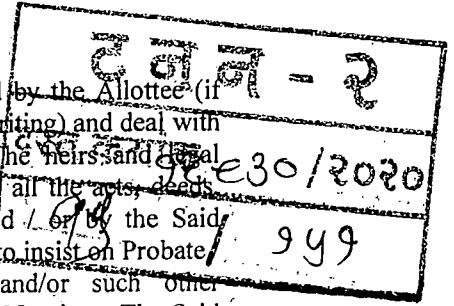


The Allottee has approached the Promoter to purchase and the Promoter has at the request of the Allottee agreed to sell to the Allottee, on "ownership basis", the premises being a flat in the said Wing (as more particularly described in the **Fifth Schedule** hereunder written and shown in red colour hatched lines on the typical floor plan annexed hereto and marked as **Annexure '9'** and hereinafter referred to as "**the Premises**") for the total consideration more particularly mentioned in the **Fifth Schedule** hereunder written (hereinafter referred to as the "**Consideration**") payable in the manner more particularly set out in the **Sixth Schedule** hereunder written, and upon the terms and conditions agreed between the Allottee and the Promoter as recorded herein;

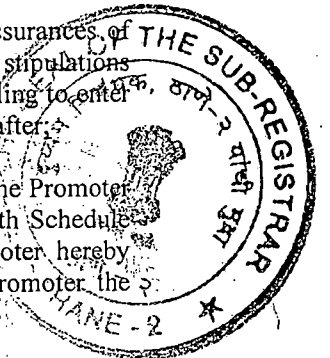
EE. The Allottee hereby nominates the person more particularly mentioned in the **Fifth Schedule** hereunder written (hereinafter referred to as the "**Said Nominee**") as his nominee in respect of the said Premises. On the death of Allottee, the Said Nominee shall assume all the obligations of the Allottee under this Agreement or otherwise, and shall be liable and responsible to perform the same. If the Said Nominee fails to perform the obligations under this Agreement and/or fails to comply with the terms and conditions of this Agreement (including but not limited to making payments of all amounts / taxes as stated hereunder and/or as intimated separately), then the Promoter shall be entitled to terminate this Agreement in the manner stated herein. The Allottee shall at any time hereafter be entitled to substitute the name of the Said Nominee for the purposes herein mentioned. The Promoter shall only

  
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recognize the Said Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee shall be bound by any of all the acts, deeds, dealings, breaches, omissions, commissions, etc. of and / or by the Said Nominee. The Promoter shall at its discretion be entitled to insist on Probate / Succession Certificate / Letter of Administration and/or such other documents as the Promoter may deem fit, from the Said Nominee. The Said Nominee would be required to give an indemnity bond indemnifying the Promoter as may be necessary and required by the Promoter.



- FF. The Promoter has the sole and exclusive right to sell the premises in the said Wing and to enter into agreement/s with the purchasers of the premises therein;
- GG. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Property and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under RERA and the Rules and Regulations made thereunder and the Allottee is fully satisfied with the title in respect of the Property and the Promoter's right to sell and allot the Premises;
- HH. The authenticated copy of the plans of the layout of the Larger Property as approved by the Thane Municipal Corporation has been annexed hereto and marked as Annexure-'10';
- II. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- JJ. Prior to the execution of these presents the Allottee has paid to the Promoter as and by way of earnest money the sum as set out in the Sixth Schedule hereunder written (the payment and receipt whereof the Promoter hereby admits and acknowledges) and the Allottee shall pay to the Promoter the balance sale consideration in the manner hereinafter appearing;
- KK. Under Section 13 of the RERA the Promoter is required to execute a written Agreement for sale of the Premises with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908; The above details along with the annexures to the RERA Certificate are available for inspection at the office of the Promoter and are available on the website of the Authority at <https://maharera.mahaonline.gov.in>.
- LL. This Agreement shall be subject to the provisions of RERA, RERA Rules and all other Rules, Regulations, Office Orders, Circulars and Rulings made thereunder and/or by the Authority/its Appellate Tribunal from time to time;

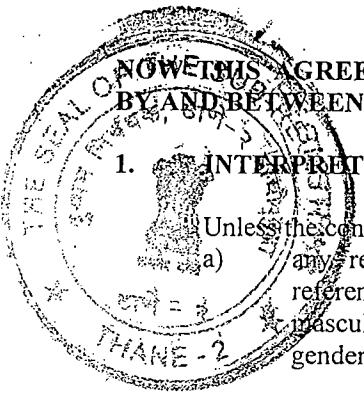


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The list of Annexures attached to this Agreement are stated herein below –

Annexure 1	Copy of plan showing Larger Property
Annexure 2	Copy of RERA Certificate
Annexure 3	Building plans of the said Wing
Annexure 4	Copy of layout of Azziano Complex comprising of the newly merged Plot 6
Annexure 5	Copy of Certificate of title
Annexure 6	Copy of 7x12 extract
Annexure 7	Copy of the Development Permission / Commencement Certificate
Annexure 8	Copy of letter issued by the Mortgagee
Annexure 9	Copy of typical floor plan
Annexure 10	Copy of authenticated copy of the plans of the layout of the Larger Property
Annexure 11	Fixtures, fittings and amenities in the Premises



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

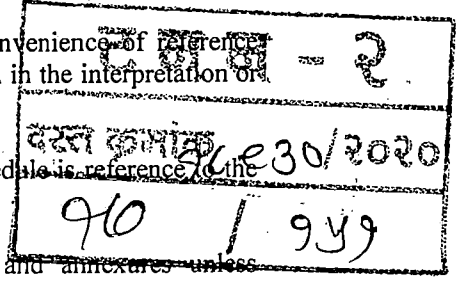
**1. INTERPRETATION AND CONSTRUCTION:**

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 organisation or entity, whether incorporated or not;

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- f) The headings in this Agreement are for convenience of reference only and shall not be taken into consideration in the interpretation of 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;
- i) The above recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended to be in derogation of RERA.



## 2. DEVELOPMENT AND CONSTRUCTION

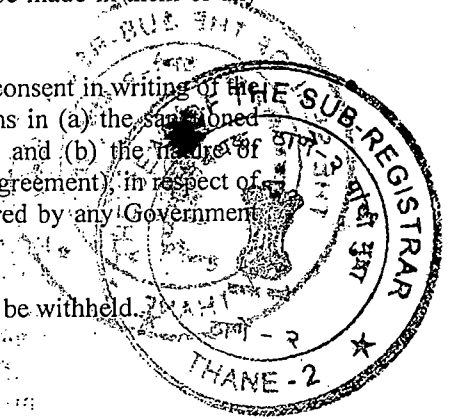
- 2.1 The Promoter is constructing the said Wing consisting of stilt plus 4 level common podium and 41 upper floors on Plot 6 in accordance with the plans, designs, specifications presently approved by the TMC and which have been seen and inspected by the Allottee, with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee only in respect of variations or modifications in (a) the sanctioned plans and specifications in respect of the Premises and (b) the nature of fixtures, fittings and amenities (as described in this Agreement), in respect of the Premises, except any alteration or addition required by any Government authorities or due to change in law/policy/rules.

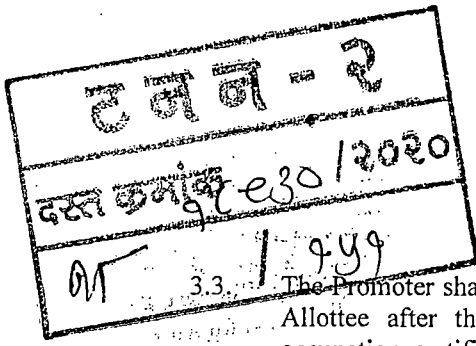
- 2.2 The consent referred in the aforesaid proviso shall not be withheld.

## 3. TRANSACTION:

- 3.1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, on ownership basis, the Premises (more particularly described in the **Fifth Schedule** hereunder written and shown on the floor plan thereof hereto annexed and marked Annexure-9) for the Consideration, being the price more particularly mentioned in the Fifth Schedule hereunder written including Rs.NIL being the proportionate price of the common areas and facilities in respect of the said Wing.
- 3.2. The area of the Premises as set out in the Fifth Schedule is the carpet area of the Premises which means the net usable floor area of the Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Premises for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the Premises for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Premises.

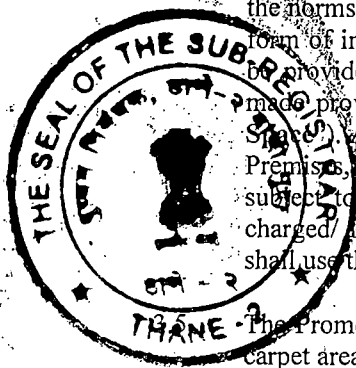


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3.3. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Wing is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by the Allottee within 30 (thirty) days with interest as provided under the RERA Rules, from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Allottee shall pay the additional amount to the Promoter as per the next milestone of the payment schedule as mentioned in the **Sixth Schedule** hereunder written, and in any event before taking possession of the Premises. All these monetary adjustments shall be reckoned/pro-rated with reference to the price and carpet area as mentioned in the Fifth Schedule of this Agreement.

3.4. The Promoter has made adequate provision for car parking for the Azziano Complex in accordance with the Development Control Regulations for Thane, 1994 ("DCR") and/or the applicable building bye-laws, etc. As per the norms, car-parking space(s) out of the aforesaid car parking spaces in the form of independent/stack/mechanical/puzzle and/or otherwise is required to be provided in respect of the Premises, and the Promoter confirms having made provision for the same (hereinafter referred to as "**the said Parking Space**"). Accordingly and as incidental to the purchase and ownership of the Premises, the Allottee shall be entitled to the use of the said Parking Space, subject to the rules and regulations of the Society. The Promoter has not charged/levied any consideration for the said Parking Space. The Allottee shall use the said Parking Space for the purpose of parking his vehicle only.



The Promoter has agreed to sell to the Allottee the Premises on the basis of carpet area only and the Consideration agreed to be paid by the Allottee to the Promoter is agreed on the basis of the carpet area of the Premises.

3.6. The Consideration has been arrived at/calculated on the basis of the Allottee having agreed to pay the Consideration in the manner set out in the **Sixth Schedule** hereunder written and having agreed to comply with the terms and conditions mentioned herein;

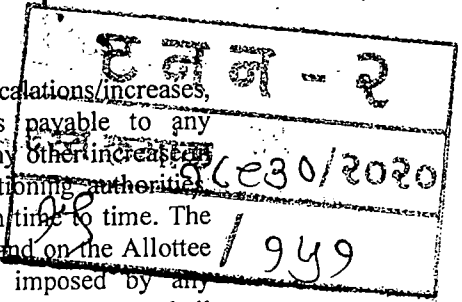
4. **CONSIDERATION :**

4.1. The Allottee agrees and covenants to pay the Consideration mentioned in the **Fifth Schedule** hereunder written in the manner set out in the **Sixth Schedule** hereunder written. In addition to the Consideration and all other amounts as mentioned herein, the Allottee shall also pay to the Promoter, the other charges (more particularly mentioned in the **Seventh Schedule** hereunder written and hereinafter referred to as "**the Other Charges**").

4.2. The Consideration excludes taxes (consisting of taxes paid or payable by the Promoter by way of GST, service tax and cess or any other similar taxes which may be levied in connection with the construction of and carrying out the Real Estate Project payable by the Promoter) and/or all other direct/indirect taxes applicable or which may become applicable on the transaction as contemplated herein upto the date of handing over the possession of the Premises.

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4.3. The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to any sanctioning authorities, any competent authority and/or any other increase in charges which may be levied or imposed by any sanctioning authority, competent authority and/or local bodies/government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by any sanctioning authorities or any competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

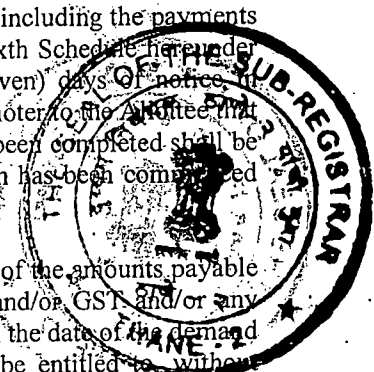


4.4. Time for payment of all the amounts in relation to the transaction contemplated herein, including but not limited to the instalments of Consideration, GST and all other amounts and taxes as may be applicable and/or performance of the obligations by the Allottee, is the essence of this Agreement.

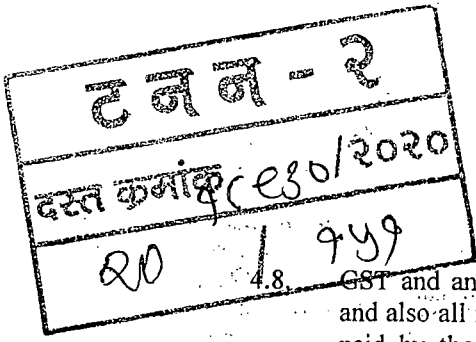
4.5. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues (including without limitation, the Fit out Deposit as defined below) against lawful outstanding, if any, in the Allottee's name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust the Allottee's payments in any manner.

4.6. The amounts payable by the Allottee to the Promoter including the payments of instalments more particularly mentioned in the Sixth Schedule hereunder written shall be made by the Allottee within 7 (seven) days of notice in writing by the Promoter. An intimation from the Promoter to the Allottee that a particular stage of construction has commenced or been completed shall be sufficient proof that a particular stage of construction has been commenced or completed.

4.7. If the Allottee fails or is otherwise unable to pay any of the amounts payable under this Agreement including the Consideration and/or GST and/or any other taxes as applicable within 15 (fifteen) days from the date of the demand notice issued by the Promoter, the Promoter shall be entitled to, without prejudice to the Promoter's other rights and entitlements, receive and recover from the Allottee and the Allottee shall pay to the Promoter the defaulted/delayed amount together with interest thereon as applicable under RERA Rules, for the period commencing from the date of the demand notice issued by the Promoter. In addition to the Allottee's liability to pay interest as mentioned hereinabove the Allottee shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid or incurred by the Promoter for the purpose of enforcing payment of and recovering from the Allottee any amount or dues whatsoever payable by the Allottee under this Agreement and the Allottee hereby indemnifies the Promoter regarding such expenses.

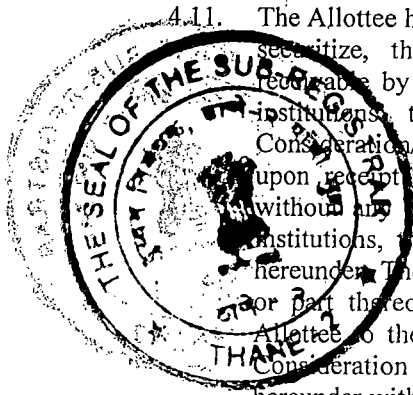


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GST and any other new taxes, any such interest, penalty, levies and cesses and also all increases therein from time to time as may be applicable shall be paid by the Allottee to the Promoter along with and in addition to each installment or as may be demanded by the Promoter.

- 4.9. The Allottee agrees to deduct tax at source (hereinafter referred to as "TDS") at applicable rate of the Consideration as per the Income Tax Act, 1961 (if applicable) and pay the same into the requisite Government Income Tax account and further the Allottee agrees and undertakes to furnish to the Promoter a tax deduction Certificate in this regard within 30 (thirty) days from the date of deduction of tax. In the event the Allottee fails to deduct tax or deposit the same in the requisite Government Income Tax account, the Allottee shall be solely liable and responsible for any and all consequences in respect thereof, with no liability to the Promoter.
- 4.10. Any deduction of an amount made by the Allottee on account of TDS under the applicable provisions of the Income Tax Act, 1961 read with the Income Tax Rules, 1962, from time to time, while making payment of any amount to the Promoter under this Agreement shall be acknowledged/ credited by the Promoter, only upon the Allottee submitting in a timely manner to the Promoter (against acknowledgement) the original TDS certificate for the amount so deducted and the said TDS certificate is matching with the information as available on Income Tax Department website for this purpose.



- 4.11. The Allottee hereby accords/grants his irrevocable consent to the Promoter to securitize, the Consideration and/or part thereof and/or the amounts payable by the Promoter hereunder and to assign to the banks/financial institutions, the right to directly receive from the Allottee the Consideration or part thereof hereunder. The Allottee agrees and undertakes, upon receipt of any such intimation in writing by the Promoter, to pay without any delay, demur, deduction or objection to such bank/financial institutions, the Consideration or part thereof and/or the amounts payable hereunder. The Promoter covenants that the payment of such Consideration or part thereof duly made in accordance with the terms hereof, by the Allottee to the bank/financial institutions, shall be a valid payment of the Consideration or part thereof and discharge of the Purchasers obligations hereunder with regard to such payment.

- 4.12. The Allottee is aware that in the event any cheque issued by the Allottee to the Promoter with respect to any amounts payable by the Allottee in connection with the said Premises is dishonored/is returned unpaid for whatsoever reason, cheque return charges of Rs.5000/- (Rupees five thousand only) and an amount equivalent to 1% of the cheque amount will be additionally payable by the Allottee per event as and by way of reasonable pre-estimate of damages in the nature of liquidated damages to the Promoter, and not penalty. It is clarified that GST, if any, applicable on such charges/amounts shall be borne and paid by the Allottee.
- 4.13. The Allottee confirms that the Sale Consideration has been arrived between the parties after giving effect to any applicable reduction in applicable taxes including but not limited to those under the GST Act and the Rules made thereunder with respect to the reduction in the rate of tax and/or benefit of input tax credit and hence no further benefits/ credit needs to be passed on to the Allottee on account of the same.

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5. **OBLIGATIONS OF PROMOTER:**

5.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans in respect of the Real Estate Project or thereafter and shall, before handing over possession of the Premises to the Allottee, obtain from the concerned local authority, occupation certificate in respect of the Premises.

5.2. Time is the essence of the contract for the Promoter as well as the Allottee. The Promoter shall, subject to the provisions of this Agreement, abide by the time schedule for completing the Real Estate Project and handing over the Premises to the Allottee after receiving the occupation certificate. Similarly, the Allottee shall make timely payments of the installment of the Consideration as per the Sixth Schedule hereunder written and other dues payable by him/her and also duly comply with all the other obligations under the Agreement.

5.3. The Promoter hereby declares that the Floor Space Index in respect of the Real Estate Project is 14582.40 square meters only and Promoter has planned to utilize Floor Space Index of 14582.40 square meters. The Allottee has agreed to purchase the Premises based on the proposed construction and sale of premises to be carried out by the Promoter by utilizing the aforesaid FSI in the Real Estate Project and on the understanding that the declared proposed FSI shall belong to Promoter only.

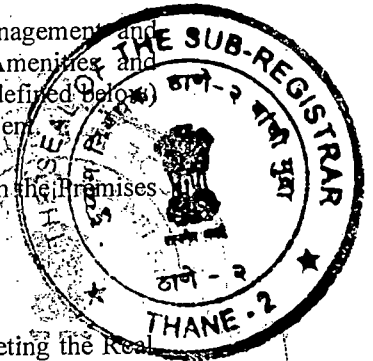
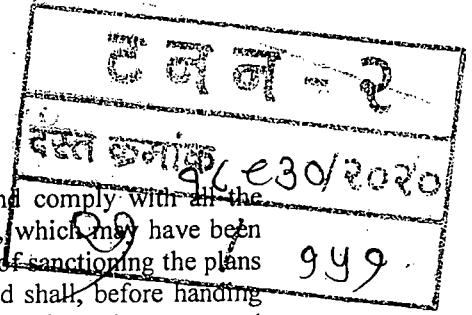
5.4. The Promoter shall form the Apex Body for effective management and control of the Larger Property Infrastructure, Common Amenities and Facilities and execute the Apex Body Transfer Document (as defined below) in favour of the Apex Body in the manner stated in this Agreement.

5.5. The Promoter will provide the fixtures, fittings and amenities in the Premises as set out in Annexure 11 annexed hereto.

6. **DEFAULT AND THE CONSEQUENCES:**

6.1. If the Promoter fails to abide by the time schedule for completing the Real Estate Project and handing over the Premises to the Allottee, then subject to the provisions of clause 10.2 below, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Real Estate Project, interest as specified in the RERA Rules, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Premises. The Allottee agrees to pay to the Promoter, interest as specified in the RERA Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter.

6.2. Without prejudice to the right of the Promoter to charge interest in terms of Clause 4.7 above, on the Allottee committing default in payment on due date (time being the essence of contract) of any amount due and payable by the Allottee to the Promoter under this Agreement (including the Allottees' proportionate share of taxes levied by TMC and other outgoings) and/or on



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the Allottee committing breach of any of the terms and conditions herein contained; the Promoter give a notice of 15 (fifteen) days in writing to the Allottee by Courier / E-mail / Registered Post A.D. at the address / email address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Allottee in remedying such breach or breaches within 15 (fifteen) days after giving of such notice;

- 6.3 Upon termination of this Agreement;
- (a) The Allottee shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Promoter or in respect of the Premises in any manner whatsoever whether pursuant to this Agreement or otherwise howsoever;
  - (b) The Promoter shall be entitled to deal with and dispose of the Premises to any other person/s as the Promoter deems fit without any further intimation, act or consent from the Allottee;
  - (c) An amount equivalent to 10% of the Consideration, shall stand forfeited towards all costs, charges, expenses, losses and/or damages suffered by the Promoter on account of the termination, which the Allottee agrees, confirms and acknowledges, constitutes a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same shall be in the nature of liquidated damages and not penalty.

The Promoter shall refund the balance Consideration paid by the Allottee to the Promoter, without interest only after deducting and/or adjusting from the amount due and/or payable by the Allottee and/or paid by the Promoter on Allottee's behalf/account in respect of the Premises within a period of 30 (thirty) days of the termination as above.

If the Allottee seeks a loan from financial institutions or banks or any other lender (the "Lender") for payment of the Consideration and/or any other amounts mentioned herein (or part thereof), against the security of the Premises subject to the consent and approval of the Promoter, then in the event of (a) the Allottee committing a default of the payment of the installments of the Consideration and (b) the Promoter exercising its right to terminate this Agreement, the Allottee shall clear the mortgage debt outstanding at the time of the said termination on its own account without any recourse to the Promoter. The Allottee shall obtain the necessary letter from the Lender stating that the Allottee has cleared the mortgage debt. On receipt of such letter from the Lender, the Allottee shall be [subject to what is stated above in clause 6.3(c)] entitled to the refund of the amount so paid by him to the Promoter towards the Premises in accordance with what is stated in clause 6.3. Notwithstanding the above, the Allottee's obligation to make the payment of the installments and other charges, taxes and any dues under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.

- (f) Till the time the entire Consideration and the other amounts due and payable by the Allottee to the Promoter is paid, the rights of the Lender shall be subservient to the rights of the Promoter.

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7. **RIGHTS AND ENTITLEMENT OF PROMOTER:**

7.1. It is expressly agreed that the rights of the Allottee under this Agreement is only restricted to the Premises. All other premises in the said Wing shall be the sole property of the Promoter and the Promoter shall be entitled to sell the same without any reference or consent or concurrence from the Allottee in any manner whatsoever.

7.2. The Promoter shall be at liberty and be entitled to amend the lay-out plan (being Annexure '10' hereto), and scheme of development of the Larger Property, the building(s) plans, other approvals for, including but not limited to;

a. amalgamation of the Larger Property with any adjoining plots of land; and amalgamation of the Property with any adjoining plots and the Allottee and/or the Society and/or the Apex Body

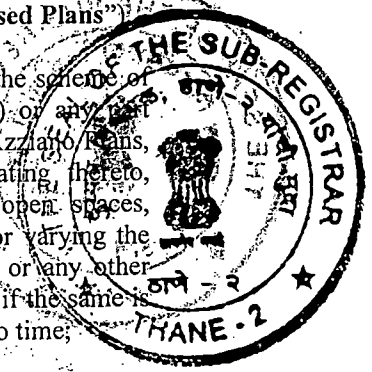
b. shall not have any objection to the aforesaid and the Allottee does hereby grant consent to the Promoter to carry out the necessary acts, deeds, matters and things. Without prejudice to the generality of the foregoing, the Promoter has informed the Allottee and the Allottee hereby agrees and confirms that there are existing reservations for Town Centre and Car-Shed on the Larger Property, and in the event the said reservations (or any part thereof) is removed, then the Promoter shall be entitled to exploit and utilize the entire development potential (by whatever name called) that may become available on account thereof, by constructing additional premises on the Larger Property as per the plans seen and approved by the Allottee (hereinafter referred to as "the Further Proposed Plans")

7.3. The Promoter shall be entitled to make amendments to or in the scheme of development of the Larger Property (including the Property) or any part thereof and layout plans and/or building plans (including the Azziano Plans, and/or the Further Proposed Plans) and/or floor plans relating thereto, relocate/realign service and utility connections and lines, open spaces, parking spaces, common areas, recreation areas/grounds and/or varying the location of the access to Azziano Building Complex and all or any other areas, amenities and facilities as the Promoter may deem fit or if the same is required by the TMC and/or to the sanctioned plans from time to time;

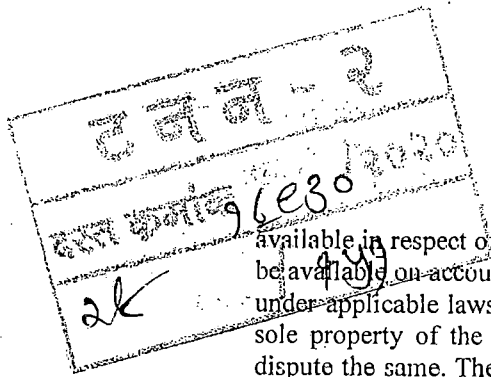
7.4. The Allottee hereby consents and confirms to the Promoter that the Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose of any part or portion of the said Wing constructed on the Property, and to permit the same to be utilized for any purpose and shall be entitled to obtain change of user thereof at the discretion of the Promoter.

7.5. The Promoter shall be entitled to execute and implement the development of the Larger Property by utilization of all FSI (including fungible FSI, free FSI, premium FSI) that may be available in respect of the Larger Property and/or by change of law and/or change of policy and/or any other rights and benefits including on account of undertaking incentive FSI schemes under the applicable laws or otherwise or any floating rights which is or may be

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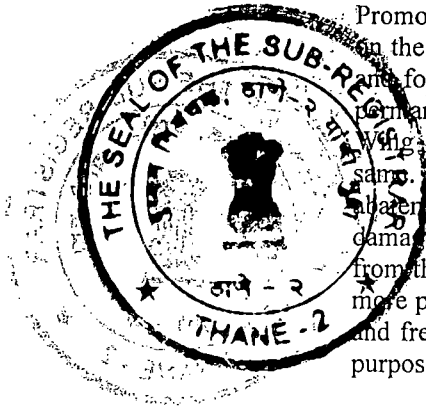
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available in respect of the Larger Property and/or any potential that is or may be available on account of the existing provisions or any amendments thereto under applicable laws, and such additions, structures and storeys will be the sole property of the Promoter alone. The Allottee agrees not to object or dispute the same. The Allottee shall not be entitled to raise any objection or claim or any abatement in the price of the Premises and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoter.

7.6. As part of the development of the Property the requisite approvals and sanctions have been applied for and/or are in process of being obtained and/or obtained by the Promoter from the sanctioning authorities. The requisite approvals and sanctions for the development of the Property may be amended from time to time, in accordance with the law and/or the planning requirements, as per the requirements of the development of the Property and/or as the Promoter deem fit and/or as may be required by any competent authority.

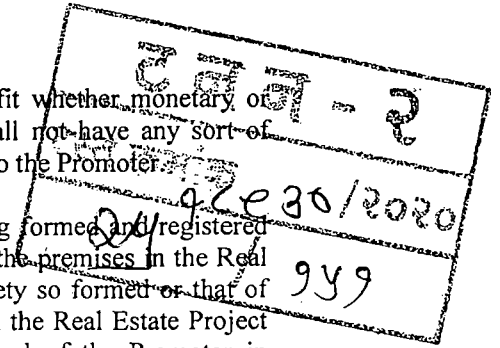
7.7. The Promoter shall be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available in the Property to which the Allottee shall not have any right to object. It is expressly agreed that the Promoter shall be entitled to put signage to reflect the name of "Rustomjee" (or as desired by the Promoter) on the said Wing, the Property and/or any part thereof including on the terrace and such signage may be illuminated or comprising neon sign and for that purpose the Promoter is fully authorized to allow temporary or permanent construction or erection or installation on the exterior of the said Wing as the case may be and the Allottee agrees not to object or dispute the same. The Allottee shall not be entitled to raise any objection or claim or any abatement in the price of the Premises and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoter. The Promoter shall be entitled to install its logo in one or more places in or upon the said Wing and the Promoter 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.



7.8. If at any time before or during the currency of the development of the Larger Property (including the Property), any part of the Larger Property (including the Property) is taken over by or handed over by the Promoter to any government authorities or any regulatory authorities on account of the same forming part of any DP Road, set back area and/or for any other purpose, to any institution or body whether central or state government or any local corporation or any authority making claim over it, and the Promoter is required to hand over that area, then in that case the Allottee shall not object to the same and in case any compensation is received from the said authority whether monetary or otherwise including but not limited to grant of any FSI/TDR/any permission to put up any additional floors/wing or on grant of any incentive FSI, the Allottee shall not have any claim on the same. Similarly, if in case the Promoter is required to develop any kind of road, approach road, access area, any nallah or sewerage area and the Promoter develops the same whether or not the same forms part of the Larger Property (and/or the Property) and in that case if on account of such development of road, approach road, service road, access area, any nallah or sewerage area,

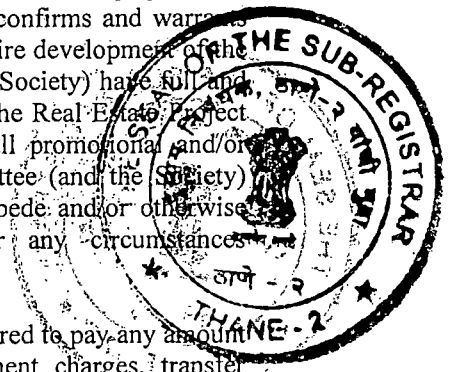
  
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the TMC or any other authority rewards any benefit whether monetary or otherwise, the Allottee agrees that the Allottee shall not have any sort of claim on the same and the same shall belong solely to the Promoter.



7.9. In the event of the Society (as defined below) being formed and registered before the sale and disposal by the Promoter of all the premises in the Real Estate Project, the power and authority of the Society so formed or that of the Allottee and the purchasers of other premises in the Real Estate Project shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the Real Estate Project, the construction and completion thereof and all the amenities pertaining to the same and in particular the Promoter shall have the absolute authority and control as regards the unsold premises, un-allotted car-parking spaces and the disposal / allocation thereof. The Promoter shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold premises. In case the Society is formed before the disposal by the Promoter of all the premises then the Promoter 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 Society shall admit such purchaser as the member without charging any premium or extra payment or any other charges of any form, including any non-occupancy charges.

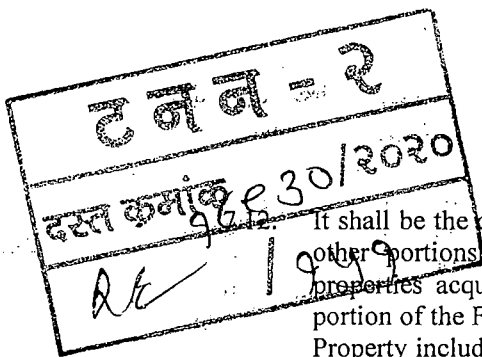
7.10. Till the entire development of the Larger Property is completed, the Allottee shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the Property and the Allottee shall have no right or interest in the enjoyment and control of the Promoter in this regard. Without prejudice to the generality of the foregoing, the Allottee agrees, confirms and warrants that the Promoter shall until the completion of the entire development of the Larger Property (including after the formation of the Society) have full and free access to the Azziano Complex Amenities and the Real Estate Project Amenities for and/or in connection with any and all promotional and/or other activities, including photoshoots, and the Allottee (and the Society) shall not, nor shall they be entitled to, obstruct, impede and/or otherwise interfere with the Promoter's said rights under any circumstances whatsoever.



7.11. In the event of the Promoter having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, land revenue charges, N.A. Charges, charges levied for any concessions granted to the Promoter for not claiming any area in FSI calculations, or any other charges etc. payable to any sanctioning authority, or other authority or the Government of Maharashtra or the Central Government, then the same shall be reimbursed by the Allottee to the Promoter in proportion to the carpet area wherever applicable to the Premises or otherwise as may be determined by the Promoter. Non-payment of the same shall constitute a breach of this Agreement. Further the Promoter is entitled to get refund of excess amounts by way of premium, betterment charges, development charges, or any other charges deposited with the municipal authorities for which the Allottee has consented for.

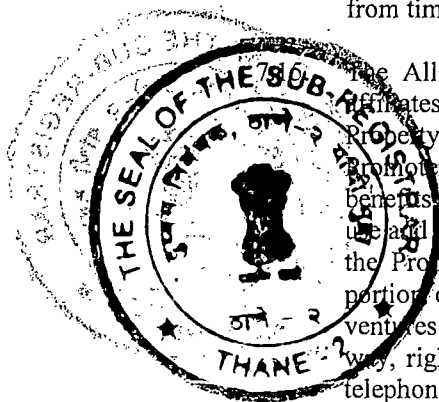
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It shall be the discretion of the Promoter to use, utilize and consume on any other portions of the Larger Property and/or on any of the adjoining properties acquired and / or agreed to be acquired by the Promoter, any portion of the FSI and/or other benefits pertaining to and/or arising out of the Property including any further / additional FSI as may be available under the provisions of the DCR and/or on account of increase in FSI of the locality or otherwise.

- 7.13. In the event the DP Reservations are removed or its location is changed by the TMC, then the Promoter 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 Larger Property and the Allottee shall not object to the same. The Promoter shall also be entitled (but not obliged) to amalgamate the Larger Property with any other plot or plots or apply for sub-dividing the Larger Property, as the case may be. The Allottee hereby agrees not to obstruct and/or raise any objections whatsoever and/or interfere with the Promoter for carrying out amendments and/or sub-divisions as aforesaid.
- 7.14. The Promoter shall always have the right and be entitled to purchase and acquire TDR from the market and consume the same on the Larger Property or any part thereof and construct additional floors, make alterations and deal with the same in the manner the Promoter deems fit and proper and the Allottee hereby consents to the rights of the Promoter mentioned above as well as the rights of the Promoter to revise and modify the building plans from time to time.



The Allottee is aware that the Promoter (either by itself or through its affiliates or in joint venture with any parties) will be developing the Larger Property in a phase wise manner on such terms and conditions as the Promoter may deem fit and that the Promoter shall be entitled to all the benefits of FSI or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Promoter deems fit and the Promoter shall be entitled to grant, offer, upon or in respect of any portion of the Larger Property, to such affiliates, co-developer or the joint ventures 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 Larger Property, right to use and enjoy all the amenities and facilities provided and/or agreed to be provided in the Larger Property for the more beneficial and optimum use and enjoyment of other areas forming part of the Larger Property in such manner as may be desired by the Promoter and the Allottee consent/s to the same.

- 7.16. The Promoter shall have the exclusive right to control all infrastructure facilities, including public space advertising and all promotional signage and all other forms of signage whatsoever within the Special Township Project, till such time as the TMC exercises management, administration and control over certain infrastructure facilities which have to be handed over to the TMC in accordance with the applicable rules or when the Apex Body takes over the management of the same.
- 7.17. The Promoter shall have the exclusive right to promote, manage and undertake all public events held in the common areas of the Special

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Township Project and to apply the net revenues generated therefrom towards costs incurred by the Promoter in undertaking its diverse obligations under the Special Township Project.

7.18. The Promoter shall be entitled to construct temporary structures, including site offices/sales lounges on the Property for and/or in connection with the development of the Larger Property and shall have the right to access the same at any time without any restriction whatsoever. It is clarified that the Promoter's right to access the site offices and/or other temporary structures shall subsist irrespective of whether the Real Estate Project is transferred to the Society in the manner stated in this Agreement and shall continue until the entire Larger Property is developed.

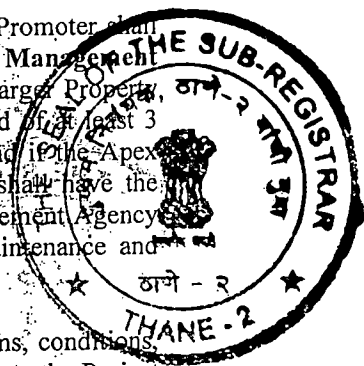
7.19. The Promoter shall have the right to designate and allocate any space in the Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services (including without limitation, electricity and telecommunication related services) availed by the occupants of Azziano Complex and/or the buildings that may be developed in the Larger Property. The Promoter shall also be entitled to designate/allot/lease any space in the Property to the Maharashtra State Electricity Department or any other service provider 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 Allottee shall have no objection 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 Real Estate Project is transferred to the Society and/or the Larger Property is transferred to the Apex Body in the manner contemplated in this Agreement.

7.20. Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate or appoint any person ("Project Management Agency") to manage the operation and maintenance of the Larger Property, Infrastructure, Common Amenities and Facilities, for a period of at least 3 (three) years after the entire Larger Property is developed and if the Apex Body approves, for any subsequent periods. The Promoter shall have the authority and discretion to negotiate with such Project Management Agency and to enter into and execute a formal agreement/s for maintenance and management with it/them.;

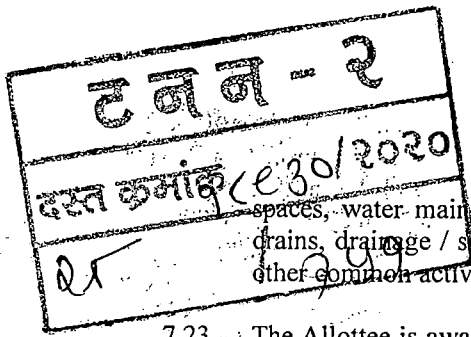
7.21. In such event, the Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the Project Management Agency, including without limitation, payment of the Allottee's share of the service charges that may become payable, with respect to the operation and maintenance of the Larger Property Infrastructure, Common Amenities and Facilities.

7.22. The Allottee or the Society formed shall contribute proportionately towards the cost of maintenance, repairs, renovation and replacement of the Larger Property Infrastructure, Common Amenities and Facilities including without limitation common infrastructure / services / facilities / amenities etc. in the Larger Property including common access / road / pathways / driveways, entrance gates and other gates, ramps, podiums, common staircase, streetlights, watchmen's cabins, recreation area and other common open

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spaces, water mains / water supply, electric cables and poles, storm water drains, drainage / sewerage lines, common pipes, cables, wires etc. and any other common activities.

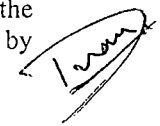
7.23. The Allottee is aware that the Promoter is constructing the buildings / wings phase-wise as mentioned above, and that the approval for some of the buildings / wings may be in the process of sanction by the sanctioning authorities. During this period, the other approved buildings / wings may be completed and the possession of the Premises may be handed over to the Allottee.

7.24. The Allottee and/or the Society (as defined below) shall not have any objection to any and all of the aforesaid and the Allottee hereby grants his irrevocable and unequivocal consent to the Promoter to carry out the necessary acts, deeds, matters and things in relation to any of the above.

7.25. The development potential of the Larger Property may increase during the course of development thereof, and the Promoter shall be entitled to all such increments and accretions;

7.26. The Promoter currently envisages that the Azziano Complex Amenities as stated in the **Fourth Schedule** hereunder written, shall be provided in the layout of the Azziano Complex. Whilst undertaking the development of the Property to its full and maximum potential, there may be certain additions/modifications to the Azziano Complex Amenities detailed in the **Fourth Schedule** hereunder written and/or relocations/realignments/re-designations/changes and the Allottee hereby consents and agrees to the same;

7.27. The Promoter shall be entitled to nominate any one or more persons ("Facility Management Agency") to manage the operation and maintenance of the Azziano Complex (including the Real Estate Project). The Promoter shall have the authority and discretion to negotiate with such Facility Management Agency and to enter into and execute formal agreements for maintenance and management of infrastructure with it/them. The cost incurred / to be incurred in appointing and operating the Facility Management Agency shall be borne and paid by the Allottee and other owners/holders of premises in the Azziano Complex (including the Real Estate Project) on a *pro rata* basis. Such charges may vary and the Allottee agrees that it shall not raise any dispute regarding the appointment of any Facility Management Agency by the Promoter or towards the maintenance charges determined by such agency. The Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Management Agency including for the smooth working and proper use of the amenities and facilities, including without limitation, payment of the Allottee's share of the service charges that may become payable, from time to time. The Allottee is aware that the Promoter is not in the business of providing services proposed to be provided by the Facility Management Agency. The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance or non-performance or otherwise of the services provided by the Facility Management Agency.

  
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7.28. The infrastructural facilities/requirements/ conveniences, utility services, etc. proposed to be housed/provided in the Real Estate Project and such utilities/services, if extended to serve/be utilised by any of the other buildings in the Azziano Complex, as the Promoter may deem fit, shall be utilized by the Wing in common or partially with the other buildings in the Azziano Complex as the Promoter may deem fit. Similarly, the infrastructural facilities/ / conveniences, utility services, etc. that may be housed/provided in the portions on which other buildings (that is already constructed and as may be further constructed thereon) in the Azziano Complex would serve/be utilised by the other buildings in common or partially with the Wing as may be decided by the Promoter. The Allottee shall be entitled to use such infrastructural facilities/ conveniences, utility services, etc. which will serve/ be utilised in common by all the buildings (as the Promoter may decide) and the Allottee agrees to contribute to/reimburse to/deposit with the Promoter, his proportionate share, as may be determined by the Promoter towards the costs for repair, maintenance and replacement of the same.

7.29. The Promoter shall at all times have the right to:

- (i) allow, restrict or prohibit access to certain areas within the common areas and facilities of the Property and/or the Larger Property;
- (ii) Provide rules from time to time at the Promoter's sole discretion for access and such other rules as are necessary to ensure orderly passage through common areas and facilities of the Property and/or the Larger Property and the Allottee agrees to be bound by such rules.

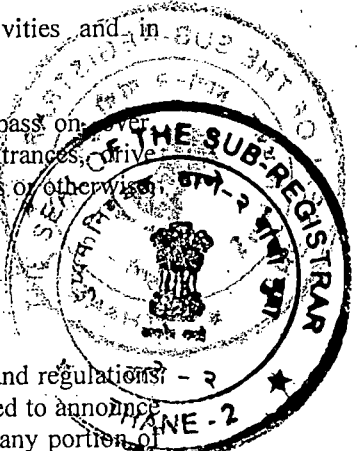
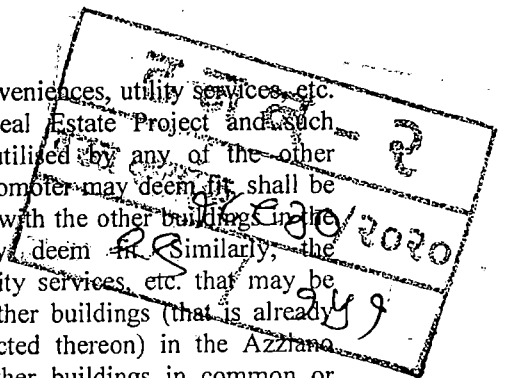
7.30. The Promoter shall have right for conducting such activities and in furtherance to the same have full and absolute right -

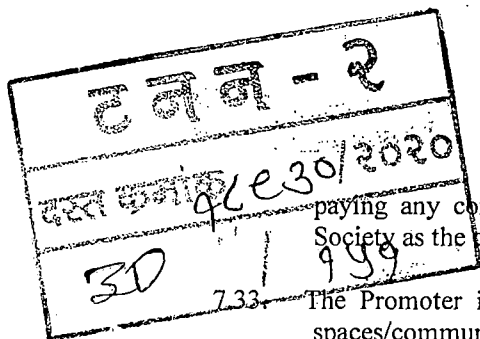
- (i) at all times by day or by night, to go, pass and repass on, over, through and along the roads and pathways, any entrances, drive ways, parking areas, access ways for ingress and egress or otherwise which are comprised in the Larger Property; and
- (ii) to access to enjoyment of common areas and facilities;

7.31. The Promoter may impose reasonable security arrangements and regulations from time to time for the above. The Promoter shall be entitled to announce any activities, install banners and kiosks in such manner on any portion of the Larger Property.

7.32. The Promoter is entitled to put up temporary commercial kiosks and/or temporary structures on the Property. The Promoter alone shall be entitled to create interest in respect of the kiosks till the Property is fully developed in all respects. Upon execution of the conveyance/s as specified in clause 15 herein in favour of the Apex Body (in respect of Plot 6) that will be formed and registered in respect of various buildings on the Property, the Promoter shall become the licensee in respect of the said kiosks/ temporary structures and shall be entitled to occupy or create any kind of interest in respect thereof, subject to requisite permissions from the concerned authorities. It is clearly understood that the license so created shall be an irrevocable license and the Promoter and/or its assignee shall be entitled to use the same without

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paying any consideration of whatsoever nature to the Apex Body or the Society as the case maybe.

The Promoter is entitled to provide / construct one or more recreational spaces/community spaces (which areas/spaces are intended to be used for recreation / entertainment / health activities) in the common areas of the Larger Property for the use and enjoyment of the purchasers / occupiers of premises in the Larger Property as also other third parties, who may not be purchasers of the flats and the premises in the Larger Property. The Promoter shall at its discretion be entitled to conduct, manage and/or regulate by itself any or all recreational spaces/community spaces in the manner it deems fit and proper. The Promoter alone shall be entitled to make Bye-Laws, Rules or Regulations for the management of the recreational spaces / community spaces and may prescribe a user fee for the use of any specific amenity, facility and annual development fees etc. In the alternative the Promoter shall be entitled to license the recreational spaces / community spaces to its nominee to operate and maintain the recreational spaces / community spaces. The rent / fees received from such a license shall belong absolutely to the Promoter. The Promoter shall also be entitled to assign and / or grant rights in favour of third parties for managing and operating the recreational spaces / community spaces on the terms and conditions the Promoter /assignee may deem fit. At the time of conveyance in favour of the Apex Body as specified in Clause 14 herein, the Promoter/its nominee shall become the lessee/licensee in respect of the said recreational spaces / community spaces and shall continue to be entitled to possess, use, occupy, manage and operate the said recreational spaces / community spaces as aforesaid, subject to requisite permissions from the concerned authorities. It is clearly understood that the lease/license so created shall be irrevocable and the Promoter/its nominee shall be entitled to enjoy/possess/occupy/manage/regulate the same on such terms and conditions as it deems fit without paying any consideration of whatsoever nature to the Apex Body or the Society as the case maybe and without any objection of the Apex Body / any organization formed with respect to buildings on any portion of the Larger Property / purchasers / occupiers of premises in the Larger Property.



- 7.34. The Promoter will be entitled to have commercial user in all or any of the buildings in the Property including commercial shop line/retail abutting the Property.
- 7.35. All the consents referred in this clause 7 shall be considered as the Allottee's unconditional and un-equivocal consent under the provisions of RERA and the Rules made thereunder.

#### 8. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

The Allottee represent(s) and warrant(s) to the Promoter that: -

- 8.1 He is competent to enter into contract and is/are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants, etc. contained herein;
- 8.2 He has not been declared and/or adjudged to be an insolvent, bankrupt, etc. and/or ordered to be wound up or dissolved, as the case may be;

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8.3 No receiver and/or liquidator and/or official assignee or any person appointed in the case of the Allottee or all or any of his/its assets and/or properties;

8.4 None of his assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.;

8.5 No notice is or has been received from the Government of India (either Central, State or Local) and/or from any other Government abroad and/or any proceedings initiated against the Allottee for his involvement in any money laundering or any illegal activity and/or is declaring him to be a proclaimed offender;

8.6 No execution or other similar process is issued and/or levied against him and/or against any of his assets and properties;

8.7 He is not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the said Land and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments;

8.8 The representations and warranties stated in this Clause are of a continuing nature and the Allottee shall be obliged to maintain and perform such representations and warranties.

**9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the Allottee as follows:

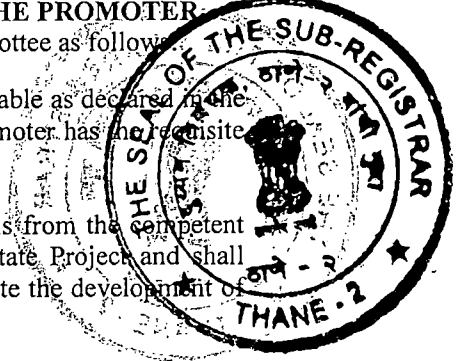
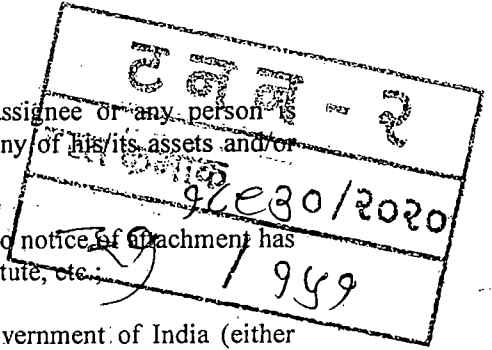
9.1 The title in respect of the Property is clear and marketable as declared in the title certificate annexed to this Agreement and the Promoter has the requisite rights to carry out development upon the Property;

9.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;

9.3 There are no encumbrances upon the Real Estate Project except those disclosed in the title report and in recital (CC) above;

9.4 There are no litigations pending before any Court of law with respect to the Real Estate Project, except as disclosed in the Title Certificate and on the Real Estate Project's registration page on the MahaRERA website ;

9.5 All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project shall be obtained by following due process of law and the Promoter has been and shall at all times remain to be in compliance with all applicable laws in relation to the Real Estate Project;

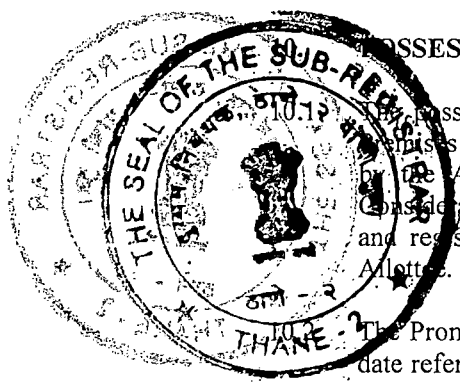


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- 9.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the Promoter is restricted to enter into this Agreement.
- 9.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Real Estate Project, including the Premises which will, in any manner, affect the rights of Allottee under this Agreement;
- 9.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Premises to the Allottee in the manner contemplated in this Agreement;
- 9.9 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable by the Promoter with respect to the Real Estate Project to the competent authorities;
- 9.10 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received or served upon the Promoter in respect of the Property and/or the Real Estate Project.



POSSESSION:  
 Possession of the Premises shall be offered to the Allottee after the Premises are ready for use and occupation provided all the amounts payable by the Allottee under this Agreement including but not limited to the Consideration, Other Charges and all other amounts, taxes, the stamp duty and registration charges in respect of the Premises are duly paid by the Allottee.

The Promoter shall give possession of the Premises to the Allottee, by the date referred in the Fifth Schedule hereunder written (hereinafter referred to as "the Date of Handover"). If the Promoter fails to offer possession of the Premises to the Allottee on the Date of Hand Over (subject to force majeure and/or the other conditions mentioned below) or within any further date or dates as may be mutually agreed between the parties hereto, then in such case, in the event the Allottee intends to withdraw from the Real Estate Project, the Allottee shall be entitled to give notice to the Promoter terminating this Agreement, in which event the Promoter shall within 30 (thirty) days from the receipt of such notice, refund to the Allottee the amounts (excluding taxes, if any) that may have been received by the Promoter from the Allottee in respect of the Premises along with the interest as per the RERA Rules from the date the Promoter received such amounts till the date the amounts and the interest thereon is repaid. On the Promoter tendering the refund of the above mentioned amount in respect of such termination, neither party shall have any claim against the other in respect of the Premises (and the Car Parking Space/s) or arising out of this Agreement and the Promoter shall be at liberty to dispose of the Premises (and the Car Parking Space/s) to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit;

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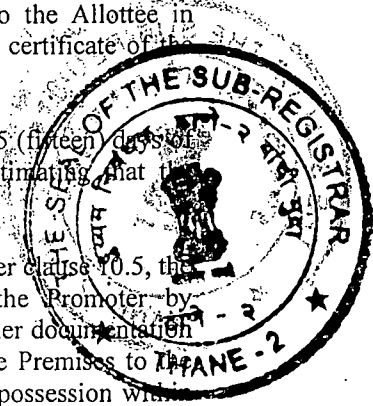
Provided that the Promoter shall be entitled to extension in the Date of Hand Over, if the same is delayed on account of:

- (a) war, civil commotion or Act of God;
- (b) any notice, order, rule, notification of the Government and/or other public, or competent authority/court; and/or
- (c) any other cause beyond the control of the Promoter.

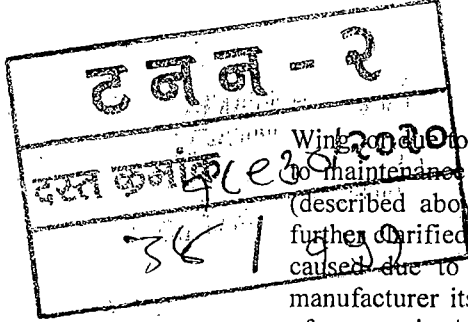
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Upon the occurrence of any of the foregoing events, the Date of Hand Over shall stand extended at least to the extent of loss of time.

- 10.3. The Allottee agrees that the return of the payment mentioned in Clause 10.2 above constitutes the Allottee's sole remedy in such circumstances and the Allottee foregoes any and all his rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever. Upon this Agreement being terminated as stated in Clause 10.2 above, the amounts paid by the Allottee towards his service tax/GST liability, until the date of termination/cancellation and deposited with the statutory authorities, shall be refunded to the Allottee without any interest thereon only upon the Promoter receiving corresponding refund/getting credit of the corresponding service tax/GST amount paid/ deposited, from the statutory authorities and not otherwise.
- 10.4. The Promoter, upon obtaining the occupation certificate from the competent authority and the payment made by the Allottee as per this Agreement shall offer in writing the possession of the Premises, to the Allottee in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice and the Promoter shall give possession of the Premises to the Allottee. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the occupation certificate of the Real Estate Project.
- 10.5. The Allottee shall take possession of the Premises within 15 (fifteen) days of the written notice from the Promoter to the Allottee intimating that Premises are ready for use and occupation.
- 10.6. Upon receiving a written intimation from the Promoter as per clause 10.5, the Allottee shall take possession of the Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as required, and the Promoter shall give possession of the Premises to the Allottee. In case the Allottee fails and/or neglects to take possession within the time provided in clause 10.5 the Allottee shall bear and pay all outgoings and maintenance charges as applicable.
- 10.7. If within a period of 5 (five) years from the date of handing over the Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Premises or the said Wing or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation as provided under RERA.
- 10.8. The Promoter shall however not be responsible or liable to comply with its obligations stated in clause 10.7, if the defects or provision of services referred therein are on account of and/or attributable to the acts or omissions on the part of the Allottee or the Society or any other occupant of the said



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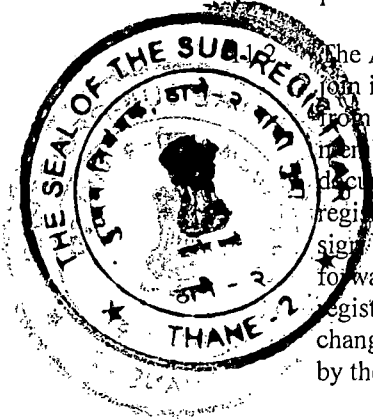


Wings and to normal wear and tear. It is clarified that the works relating to maintenance shall be undertaken by the Facility Management Agency (described above) and would not be within the ambit of this clause. It is further clarified that the defect liability shall not cover such damages as are caused due to any Force Majeure event or such items for which the manufacturer itself provides any warranty/guarantee including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Real Estate Project and/or the entire development in respect of the Larger Property.

- 10.9. If the Allottee desires any modification/s in the specification/s and/or provision of certain amenities not meant to be provided to the Allottee and offers to make payment of the additional charges for such modification and provision to the Promoter in advance and if the Promoter accepts such offer, then the time required for such modification and provision shall be added to the time for delivery of possession of the Premises to the Allottee.

#### 11. FORMATION OF SOCIETY AND APEX BODY:

- 11.1 The Promoter shall form a co-operative society in respect of the said Wing (and at its discretion, also in respect of one or more of the Wings) under the Maharashtra Co-operative Societies Act, 1960 in accordance with the provisions contained in RERA (hereinafter referred to as "the Society").



The Allottee and the purchasers of the other premises in the said Wing shall join in the formation and registration of the Society 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 registration of the Society including bye-laws of the Society and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee 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;

- 11.3 The Society shall function as per the rules and regulations framed by the Promoter. All the development potential of the Property including the existing and future FSI and/or TDR to arise in any manner whatsoever shall always stand vested in the Promoter till the execution of the transfer document of the Property in favour of the Apex Body;
- 11.4 (a) The Promoter shall be form the Apex Body as per the provisions of RERA and the Rules within three months of receipt of the Occupation Certificate in respect of the last building/wing to be constructed on the Larger Property.
- (b) The Apex Body shall be constituted and function under the guidelines as may be framed by the Promoter.
- 11.5 The Apex Body shall take over the balance Corpus Fund (as defined below) and utilise the same and/or the interest thereon towards the repair and maintenance of the Larger Property Infrastructure and Common Amenities and Facilities and the Promoter shall not be liable for the same in any way;

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11.6 The Allottee shall be inducted/admitted as member of the recreation facility (forming part of the Azziano Complex Amenities) upon payment to the Promoter of the amounts as mentioned in **Fifth Schedule** hereunder written as and by way of a one-time fee for recreation facility (and not as a deposit). The Promoter shall issue an appropriate receipt and a letter entitling the Allottee concerned, to the membership of such recreation facility in accordance with and subject always to the Bye-Laws, Rules and Regulations of the recreation facility as may be made by the Promoter. The Promoter alone shall be entitled to make Bye-Laws, Rules or Regulations for the management of the recreation facility and may prescribe a user fee for the use of any specific amenity, facility and annual development fees etc. In the alternative the Promoter shall be entitled to lease/ license the recreation facility to any entity to operate and maintain the recreation facility. The rent / fees received from such a lease/ license shall belong absolutely to the Promoter.

11.7 The Promoter has informed the Allottee that the Promoter will provide recreation facility, in the Azziano Complex or in any other part of the Larger Property, to be used by the Allottee, in common with the purchasers of other premises in the buildings to be constructed on the Larger Property in accordance with rules and regulations of the recreation facility, to be formulated by the Promoter.

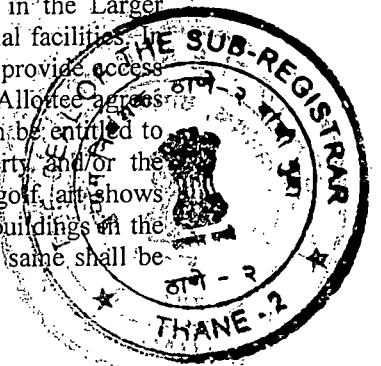
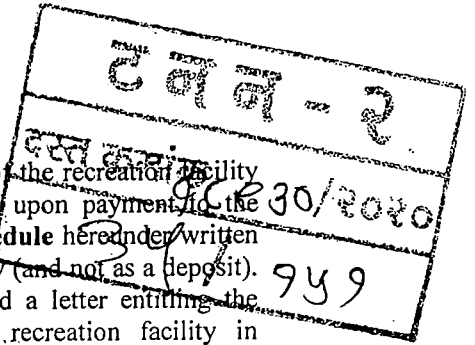
11.8 The Allottee is aware that certain activities/recreational facilities may be available for use and enjoyment of the holders of the premises in the Wings along with the holders of the premises in the buildings on the Larger Property and the Promoter has retained its rights to permit the users/occupiers of the premises on other portions of the Larger Property as also other third parties, who may not be purchasers of the flats and the premises in the Larger Property to use and enjoy such recreational and/or promotional facilities. In case of the Promoter exercising such rights, the Society shall provide access and assistance as may be required by the Promoter and the Allottee agrees not to object to the same. The Promoter shall at its discretion be entitled to conduct, manage and/or regulate any portion of the Property and/or the Larger Property for adventure sports, cycling, water sports, golf, art shows etc which may be for the common use of some or all of the buildings on the Larger Property including or excluding the Property and the same shall be subject to the supervision and control by the Promoter.

## 12 COVENANTS BY THE ALLOTTEE:

12.1 The Allottee with intention to bind all persons in whose hands the Premises may come, doth hereby covenant with the Promoter as follows:

- (a) The Allottee or the Society formed with respect to the said Wing shall not use the area forming part of the 10 meter belt along nalla on eastside for any purposes except for access and as R.G.;
- (b) Until formation of the Apex Body, it shall be the responsibility of the Society alongwith the other societies of the Larger Property to renew the permissions from the concerned authorities for using the south bridge access, and thereafter of the Apex Body.

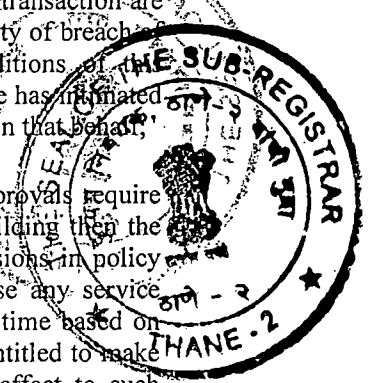
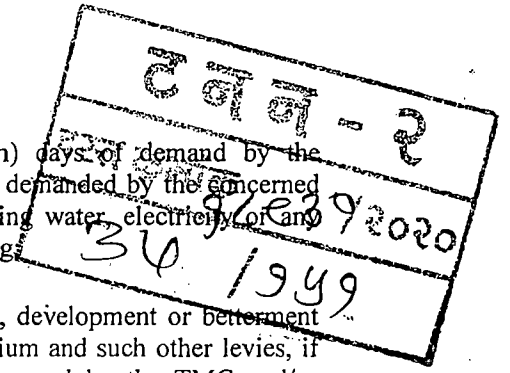
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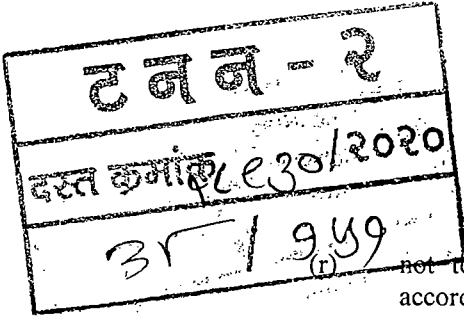




- (j) pay to the Promoter within 7 (seven) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Wing;
- (k) to bear and pay increase in local taxes, development or 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;
- (l) to bear and pay GST etc. and such other levies, if any, either in the present or in future which may be imposed with respect to the construction of the Real Estate Project 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. If the same are not paid as aforesaid, the Allottee shall be liable to pay the same with interest as per the RERA Rules before taking possession of the Premises. In case any such tax becomes payable subsequent to the Date of Hand Over, the Allottee shall be liable to make payment of GST and other taxes as and when demanded by the Promoter and there shall be a charge on the Premises for such unpaid amounts (without prejudice to any other rights that may be available to the Promoter);
- (m) not to let, sub-let, transfer, assign or part with the Allottee's interest or benefit factor of this Agreement or part with the possession of the Premises until all the amounts payable by the Allottee to the Promoter under this Agreement / in pursuance of this transaction are fully paid up and only if the Allottee has not been guilty of breach or non-observance of any of the terms and conditions of this Agreement / sale of the Premises and until the Allottee has intimated the Promoter and obtained its prior consent in writing in that behalf;
- (n) that in an event of change in policy towards fire approvals require revision in the fire check floors in respect of the building then the Promoter shall be entitled to comply with such revisions in policy with respect to fire check floors; and further in case any service check floors are required to be revised from time to time based on policy approval or otherwise, the Promoter shall be entitled to make suitable revisions in the plans accordingly to give effect to such revisions. It is expressly agreed by the Allottee that such changes do not impact his/her/their typical floor plan in respect of the Premises;
- (o) till the management of the said Wing is handed over to the Society, to allow the Promoter, its surveyors and agents at all reasonable time to enter into or upon the Premises to view and examine the state and condition thereof;
- (p) not to change the external colour scheme or the pattern of the colour of the said Wing;
- (q) not to change exterior elevation or the outlay of the said Wing;



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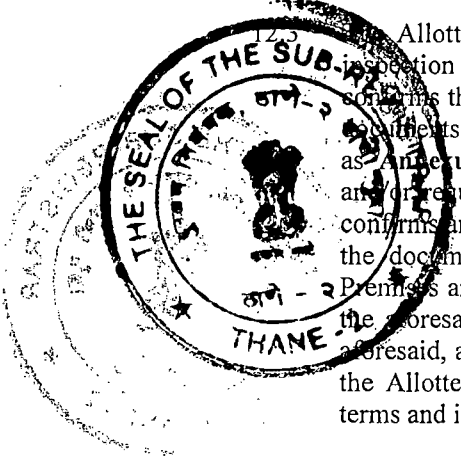


not to fix any grill to the said Wing or windows except in accordance with the design approved by the Promoter;

- (s) not to do or suffer to be done anything on the Property or the said Wing which would be forbidden or prohibited by the rules of the concerned Government authorities. In the event, the Allottee commits any acts or omissions in contravention to the above, the Allottee alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoter in that behalf.

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

- 12.2 The Allottee shall use the Premises or any part thereof or permit the same to be used only for residential purposes. The Allottee shall use the Said Parking Space for the purpose of parking the Allottee's own vehicle. The Allottee agrees not to change the user of the Premises without prior consent in writing of the Promoter and any change of user by the Allottee shall render this Agreement voidable at the option of the Promoter and the Allottee in that event shall not be entitled to any right arising out of this Agreement.

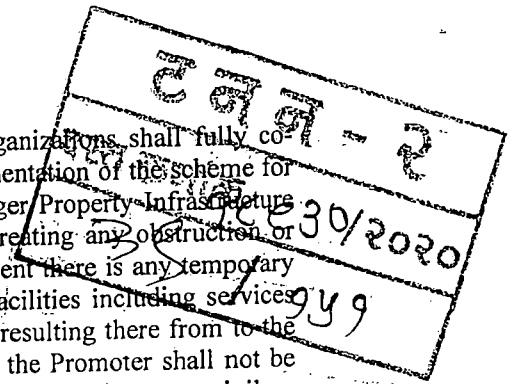


The Allottee confirms that the Promoter has given full free and complete possession of documents of title in respect of the Property and the Allottee confirms that he has entered into this Agreement after inspecting all relevant documents and the Allottee has inspected the Title Certificate annexed hereto as per clause '5' and the Allottee undertakes not to raise any objection and/or requisition on the title to the Property. The Allottee hereby agrees, confirms and declares that he has read and understood the Agreement and all the documents related to the Property and the Larger Property and the Premises and has expressly understood the contents, terms and conditions of the aforesaid documents, and all the disclosures made by the Promoter as aforesaid, after having independently taken all such legal and other advice as the Allottee has deemed appropriate and after being fully satisfied of the terms and implications thereof, the Allottee has entered into this Agreement.

- 12.4 In case any tax, levy or imposition becomes payable subsequent to the Date of Hand Over, the Allottee shall be liable to make payment of the same as and when demanded by the Promoter and there shall be a charge on the Premises and lien automatically in favour of Promoter for such unpaid amounts (without prejudice to any other rights that may be available to the Promoter).
- 12.5 The Allottee has been informed that the Promoter 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. Notwithstanding the conveyance in favour of the Society in accordance with clause 14 below, the Promoter shall continue the development of the Larger Property and/or the Property and to construct buildings thereon and the infrastructure and common amenities and facilities in accordance with the approvals obtained and to be obtained from the

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concerned authorities. The Society and other organizations shall fully cooperate with the Promoter in the matter of implementation of the scheme for development of the Larger Property and the Larger Property Infrastructure and Common Amenities and Facilities without creating any obstruction or interference. If during the course of the development there is any temporary suspension/cessation of common amenities and facilities including services and utilities or some hardship and inconvenience resulting there from to the Allottee and the Society and other organizations, the Promoter shall not be liable for any loss or damage and shall not be subjected to any civil or criminal proceedings in this behalf;



12.6 The Allottee has been informed by the Promoter that the access to the Property is through a bridge which has been constructed over a pipeline for which the Promoter has executed an agreement with the concerned authorities and obtained a license to use the National Highway land. The License Agreement executed by the Promoter is for a period of 3 (three) years commencing from 2010 which has been renewed from time to time. The Allottee with an intention to bind all persons in whose hands the Premises may come, doth hereby covenant with the Promoter as follows:

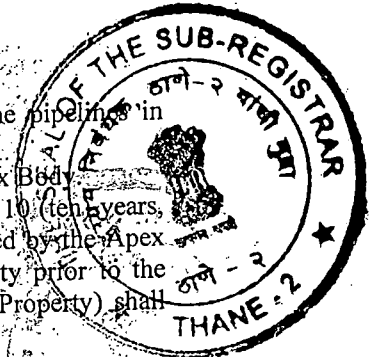
12.6.1 to abide by the terms and conditions of the License Agreement;

12.6.2 to cause the Society to renew the License Agreement upon the expiry of the license;

12.6.3 to pay the fees/charges if levied by the Government of India for use of National Highway land.

12.6.4 The Allottee agrees:

- (i) Not to raise any objection for repairs of the pipelines in future.
- (ii) That the bridge will be maintained by the Apex Body.
- (iii) That on inspection of the TMC pipeline after 10 (ten) years, chemical coating if necessary will be provided by the Apex Body of the Larger Property (and the Society prior to the formation of the Apex Body of the Larger Property) shall abide by the above.

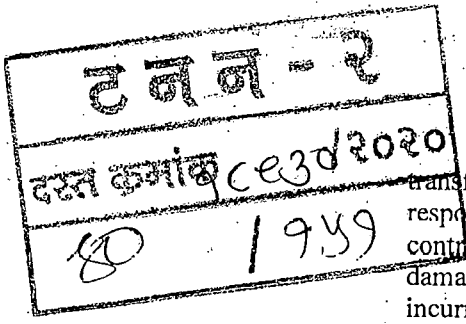


12.7 The Allottee acknowledges and agrees that the Promoter proposes to develop the Larger Property into a township and the Property together with the buildings constructed thereon shall form an integral part of the township. The Allottee further agrees and understands that certain facilities and amenities which may be provided to the Allottee under this Agreement may in future be shared and availed by others in the Larger Property.

i For the proper and convenient management, administration, maintenance and control of the Special Township Project, mutually beneficial restrictions may be imposed on all the properties forming part of the Special Township Project.

ii. The Promoter shall exercise authority and control over all of the common areas, utilities and facilities of the, including the Property till such time as the authority and control of the Larger Property is transferred to an Apex Body. As and when the Larger Property is

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transferred to the Apex Body, the Promoter shall cease to be responsible for any management, administration, maintenance or control of the same and 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 Promoter's management, administration, maintenance or control of the Special Township Project.

iii. The construction and development of the landscaping on the Special Township Project may impede clear access by the Allottee to the Property and the Allottee shall have no claim against the Promoter for such inconvenience.

12.8. The Allottee will not claim/demand subdivision of the Property from the Larger Property. 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 Allottee and the Society 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.

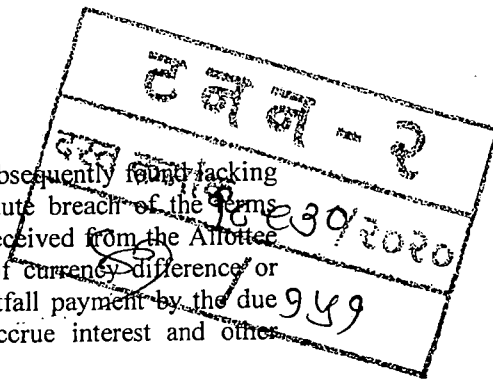
12.9. The Allottee confirms and consents that the common areas, internal roads or recreational facilities in Plot 6 shall be available collectively for the benefit of all the purchasers/residents/occupants of premises in the Azziano Complex (i.e. the purchasers/residents/occupants of premises in buildings constructed on Plot 6) notwithstanding the location of recreational facility in the building complex 'Azziano'. The society/s formed with respect to each building shall provide access and assistance as may be required by the society/s of the other buildings. The Allottee agrees to pay his share of outgoings and maintenance for all the recreational facilities notwithstanding the location of the same in the building complex 'Azziano' as may be determined by the Promoter / collectively by the societies of each building and the Promoter / such society shall devise the manner of collection of outgoings and the maintenance charges for the recreational facilities to be constructed in the Azziano Complex.

The Allottee shall be bound by all the undertakings given by the Promoter to various authorities and all the terms, conditions and restrictions contained in the various no objections and permissions (including the IOD, CC and NOC for firefighting) including but not limited to any other matters granted by various authorities with respect to the said Wing and the Allottee agrees and confirms to have read, agreed and understood all such undertakings and irrevocably agrees to abide by the same as if the same is being given by the Allottee himself to the said authorities. The Allottee hereby agrees to execute undertaking in favour of the TMC in respect of the open space deficiency as may be required by the Promoter / concerned authority.

12.11. The Allottee agrees that in case the Allottee is an NRI or non-resident/foreign national of Indian origin/foreign national/foreign company or non-resident, then in that event, the Allottee shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, Reserve Bank of India Act and rules/guidelines made/issued there under and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immovable properties in

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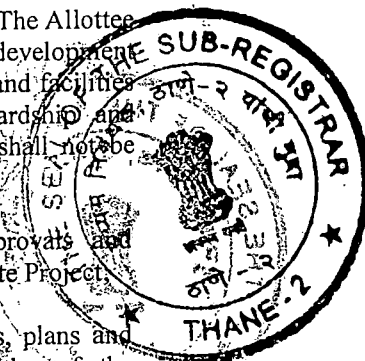
India. In case any such permission is refused or subsequently found lacking by any statutory authority, the same shall constitute breach of the terms hereof. In case there is a shortfall in the amount received from the Allottee while remitting any amounts online on account of currency difference or fluctuation, the Allottee shall make good the shortfall payment by the due date as any delay beyond the due date shall accrue interest and other consequences as specified herein;



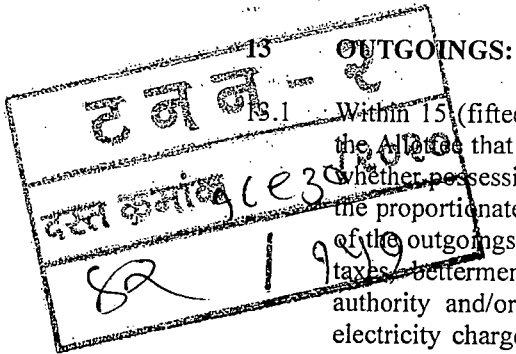
- 12.12 The Promoter shall have a first lien and charge on the Premises agreed to be acquired by the Allottee in respect of all amount/s (including interest thereon) which become due and payable by the Allottee to the Promoter (under the provisions of this Agreement) till such time as the said outstanding amounts (including interest thereon) are paid to the Promoter.
- 12.13 The Allottee agrees to grant to the Promoter, all the facilities, assistance and co-operation as the Promoter may reasonably require from time to time even after the Promoter has offered possession of the Premises to the Allottee, so as to enable the Promoter to complete the scheme of development of the Larger Property.
- 12.14 In case any tax, levy or imposition becomes payable subsequent to the date of possession of the Premises, the Allottee shall be liable to make payment of the same as and when demanded by the Promoter.

The Allottee and the Society shall fully co-operate with the Promoter in the matter of implementation of the scheme for development of the Larger Property and the infrastructure and common amenities and facilities of the Larger Property without creating any obstruction or interference. The Allottee has been put to the specific notice that during the course of the development there may be (a) a temporary suspension of common amenities and facilities (b) a temporary suspension of services and utilities (c) hardship and inconvenience to the Allottee and the Society. The Promoter shall not be liable for any loss or damage on account of the same;

- 12.15 The Allottee has satisfied himself with respect to the approvals and permissions issued in respect of the development of the Real Estate Project.
- 12.16 The Allottee has satisfied himself with respect to the drawings, plans and specifications in respect of the Real Estate Project, the layout thereof, the layout of the Larger Property including IOD, CC, layout plans, building plans, floor plans, designs and specifications, and the Real Estate Project Amenities;
- 12.17 The Allottee shall not, nor shall the Allottee be entitled to, interfere with regard to the maintenance and/or hand-over of any reservations or any other area comprised in the Larger Property, and the Promoter alone shall have full say and control and unfettered right with regard to the same without any let or hindrance or other interference by the Allottee and/or the Society and/or the Apex Body.



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**13 OUTGOINGS:**

13.1 Within 15 (fifteen) days after notice in writing is given by the Promoter to the Allottee that the Premises is ready for use and occupation, irrespective of whether possession is taken or not the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of the outgoings in respect of the Property and the said Wing namely local taxes, betterment charges or such other levies by the concerned local authority and/or government, sub-station and cable cost water charges, electricity charges, common lights, insurance, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Property and the said Wing. Until the Society is formed and the said Wing is conveyed to the Society in manner contemplated herein, and the Larger Property is conveyed in favour of the Apex Body, the Allottee shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter. The Allottee agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution of **Rs.6,270/-** per month towards the outgoings regularly on the **5th** of every month in advance and shall not withhold the same for any reason. The amounts so paid shall not carry any interest and remain with the Promoter until the conveyance of the said Wing is executed in favour of the Society in manner contemplated herein, and the Larger Property is conveyed in favour of the Apex Body;

13.2 On such conveyance, the aforesaid deposits (less deductions) shall be paid over by the Promoter to the Society or the Apex Body, as the case may be.

The Allottee shall on demand/or before taking possession of the Premises pay to the Promoter the property taxes, maintenance and other one-time charges mentioned in Part A and Part B of the Seventh Schedule hereunder mentioned ("Other Charges").

13.4 The Other Charges to be collected by the Promoter under Clause 13.3 above shall be further increased by applicable rate of Goods and Service Tax, as per the applicable laws or statute for the time being in force and shall be payable and when called for by the Promoter but in any case before asking for possession of the Premises.

13.5 It is agreed in respect of amounts mentioned in Part A of the Seventh Schedule hereunder written, the Promoter is not liable to render accounts and shall be entitled to retain and appropriate the same to its account.

13.6 The Promoter shall render the account in respect of the amounts mentioned in Part B of the Seventh Schedule hereunder written and the unspent balance, if any, of the amounts mentioned therein shall be transferred to the Society's account, without any interest on the amounts received from the Allottee, at the time of handing over the management and charge of the Wing to the Society.

13.7 It is clarified that the list of Other Charges mentioned in the Seventh Schedule hereunder written is only indicative and not exhaustive and the Allottee agrees to pay to the Promoter, such Other Charges under such other heads as the Promoter may indicate It is further clarified that the amount of charges mentioned in the Seventh Schedule is only indicative and the

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Allottee agrees to pay to the Promoter, such additional/increased charges as the Promoter may indicate.

13.8 It is hereby clarified that the amounts mentioned in the Seventh Schedule do not include the dues for electricity, gas and other bills for the Premises and the Allottee shall be liable to pay for the electricity, gas and other bills for the individual meters separately.

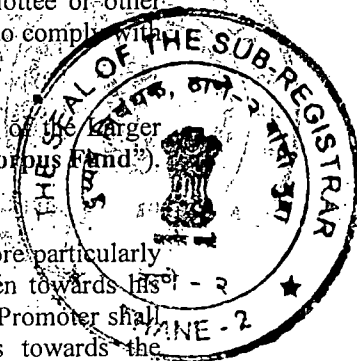
13.9 The Allottee has been informed that the utility meters such as electric and gas meter will initially be in the Promoter's name and it will be the Allottee's obligation to get the same changed to their names in the records of the utility companies. Notwithstanding the meters standing in the name of the Promoter, it will be the responsibility of the Allottee to make payment of all utility charges from the date, possession of the Premises is offered to the Allottee. This clause shall operate, as no-objection (NOC) of the Promoter for transfer of the names (i.e. from the Promoter to the Allottee) in the records of the utility companies. However, in case the Allottee requires any specific letter/NOC from the Promoter then the Promoter agrees to provide the same only at the request of the Allottee.

13.10 It is clearly understood and agreed that it shall not be the obligation of the Promoter to make payment of the taxes and other outgoings payable to the concerned authorities unless and until the Promoter has received the same from the purchasers of various flats and other premises in the said Wing . The Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Wing and/or the Property (or portions thereof) by the concerned authorities due to non-payment of taxes, electricity bills and/or other dues etc. to the said authorities on account of default in making payments of the said taxes, electricity bills and/or other dues etc. by the Allottee or other purchasers/holders of the premises therein and/or their failing to comply with their obligations under this Agreement.

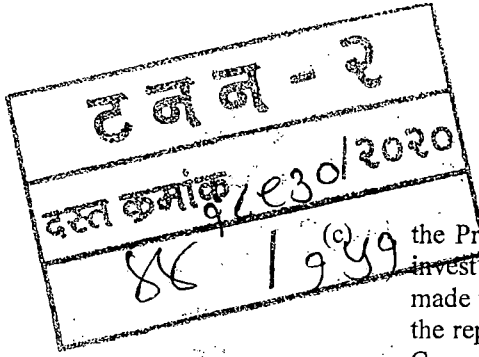
13.11 A corpus fund will be set-up for the repair and maintenance of the Larger Property Infrastructure, Common Amenities and Facilities ("Corpus Fund"). The Allottee hereby covenants with the Promoter that:-

- (a) the Allottee shall pay to the Promoter the amounts more particularly mentioned in the **Seventh Schedule** hereunder written towards its non-refundable contribution to the Corpus Fund. The Promoter 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 Promoter to such Apex Body;
- (b) the Promoter 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;

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(c) the Promoter /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 entity towards the repair and maintenance of the Larger Property Infrastructure and Common Amenities and Facilities in accordance with the 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 Promoter/ Apex Body and/or its nominees / assigns;

13.12 The Allottee hereby agrees and declares that he shall submit full-fledged drawings with all specifications before starting interior work of the Premises and approval/NOC shall be obtained from the Promoter. As security for due compliance of the foregoing covenants, the Allottee shall at the time of taking possession of the Premises keep deposited as a security deposit, such amount as may be intimated by the Promoter ("Fit Out Deposit") to ensure that there is no damage to the Premises or any part of the Real Estate Project, Real Estate Project Amenities, etc. whatsoever. The Fit Out Deposit shall be forfeited in the event of non-compliance by the Allottee with any of the terms and conditions as stated herein and / or in the Promoter's NOC and / or any other documents and / or writings executed by and between the Parties hereto with respect thereto. The Promoter shall be entitled to inspect all interior works carried out by the Allottee. In the event the Promoter finds that the nature of interior work being executed by the Allottee is harmful to the Premises or to the Real Estate Project or any part thereof, the Promoter can require the Allottee to stop such interior work and the Allottee shall stop such interior work at once, without raising any dispute and restore the Premises to original condition at the Allottee's costs and expenses. Subject to the foregoing, the Fit Out Deposit shall be refunded, subject to the provisions of this agreement, upon expiry of a period of one year from the date of deposit of the same by the Allottee with the Promoter as aforesaid, or completion of Fit Out activities by the Allottee in the Premises, whichever is later.



The Promoter shall, within 3 (three) months of the full occupation certificate in respect of the Real Estate Project and subject to receipt of the entire consideration and all other amounts due and/or payable by the purchasers of the premises in the said Wing, transfer to the Society the structure of the said Wing (excluding the podium and the basements) by executing/causing to be executed the necessary deed of conveyance in favour of the Society (the "Society Transfer Document") and the Society Transfer Document shall be in keeping with the terms and provisions of this Agreement.

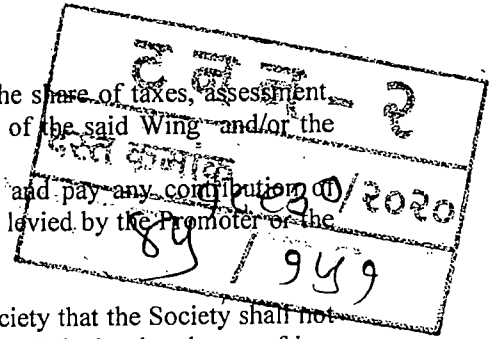
14.2 The Society Transfer Document to be executed in favour of the Society shall inter alia contain the following:

- (i) the right of the Promoter to sell or otherwise to transfer the additional construction by use of any future FSI or TDR and to appropriate for the Promoter the entire sale proceeds thereof and the obligation of the Society to admit such purchaser of the premises comprised in the new construction as its member without charging any additional amount;

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- (ii) The obligation of the Society to pay the share of taxes, assessment, dues, cesses and outgoings, in respect of the said Wing and/or the Property and/or any portion thereof;
- (iii) The obligation of the Society to bear and pay any contribution of costs, charges and expenses as may be levied by the Promoter or the Apex Body;
- (iv) Declaration and undertaking by the Society that the Society 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 Promoter and the Promoter 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 Society shall not have any objection in this regard;
- (v) The confirmation of all the rights and entitlements of the Promoter under this Agreement; the confirmation and acceptance of all the obligations of the Allottee under this Agreement.

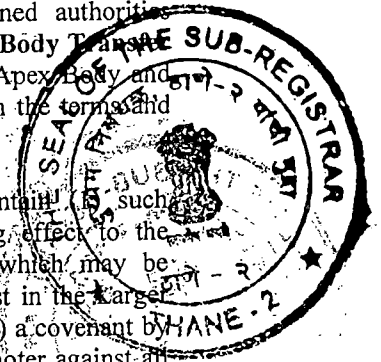


14.3 The Promoter shall, within 3 (three) months of construction of the last of the buildings to be constructed on the Larger Property and receipt of the full occupation certificate in respect thereof, convey and transfer to the Apex Body the Larger Property together with the basement and/or podium of each of the buildings constructed on the Larger Property, but excluding the portions of the Larger Property and/or the structures standing thereon as are required to be handed-over and conveyed to the concerned authorities pursuant to the Larger Property DP Reservations (the "Apex Body Transfer Document") by executing necessary deed in favour of the Apex Body and the Apex Body Transfer Document shall be in keeping with the terms and provisions of this Agreement.

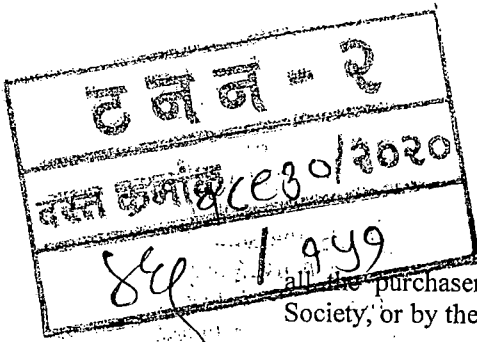
14.4 The Apex Body Transfer Document shall *inter alia* contain (1) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Promoter for safeguarding its overall interest in the Larger Property (including the Property) and the said Wing, and (2) a covenant by the Apex Body to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein.

14.5 It is clarified that the Apex Body Transfer Document shall exclude the commercial premises located in the common podium, which shall be conveyed in favour of the separate society to be formed in respect thereof.

14.6 The Advocates for the Promoter shall prepare and/or approve the Apex Body Transfer Document to be executed in favour of the Apex Body and as also the Society Transfer Document in favour of the Society. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the Society Transfer Document and the Apex Body Transfer Document shall be borne and paid by



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all the purchasers of the various premises in the said Wing and/or the Society, or by the Apex Body, as the case may be.

- 14.7 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 thereof or of the said Wing or any part thereof.
- 14.8 The Allottee is aware that if any part of the Property or the Larger Property is allotted by the Government or any other statutory authority then the transfer of such land in favour of the Apex Body shall be subject to the terms and conditions of such allotment/ grant by the Government or such other statutory authority and shall also be subject to any terms and conditions which may be imposed at the time of transfer. Any premium or such other amount by whatever name called payable for the transfer of such land shall be borne by the Apex Body.
- 14.9 It shall be an obligation of the Society to become a member of the Apex Body along with other organizations of the buildings on the Larger Property for the purpose of repair and maintenance of the Larger Property Infrastructure and Common Amenities and Facilities.
- 14.10 All amounts as are due and/or payable/refundable to the Promoter, shall be paid/refunded by the Society and/or the Apex Body, as the case may be, to the Promoter prior to or simultaneously against the execution of the Society Transfer Document and/or the Apex Body Transfer Document.

#### 15. LOAN AND MORTGAGE

The Allottee grants his irrevocable consent to the Promoter for mortgaging the Property and the Wing (except the Premises) to enable the Promoter to augment the funds for the development of the Real Estate Project. The Promoter shall clear such mortgage debt before the execution of the Society Transfer Document and/or the Apex Body Transfer Document in the manner provided in this Agreement.

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Premises and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such premises.

- 15.3 The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall permit and issue no objection letter to the Allottee to enable him at his sole risk, costs and expenses to obtain loans from the banks and/or the financial institutions by mortgaging the Premises. The Promoter shall however be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Consideration and/or other amounts payable by the Allottee under this Agreement;

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15.4 All costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Promoter shall have first lien/charge until all the amounts including the total consideration, taxes and other charges and amounts payable in respect of the Premises have not been paid;

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15.5 The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Consideration and other amounts payable by the Allottee under this Agreement;

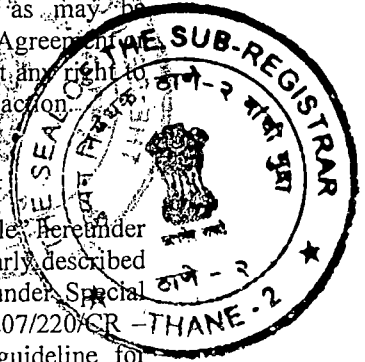
15.6 The Allottee hereby indemnifies and shall keep indemnified the Promoter from and against all claims, costs, charges, expenses, damages and losses which the Promoter may suffer due to any action that may be initiated by the bank/financial institution on account of such loan or for recovery of loan on account of any breach by the Allottee of the terms and conditions governing the said loan.

**16 FURTHER ASSURANCES.**

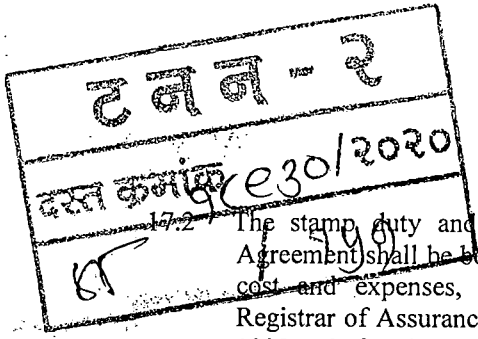
Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**17 STAMP DUTY AND REGISTRATION:**

17.1 The portion of the Property as described in the "Second Schedule" hereunder written is part and parcel of the Larger Property more particularly described in "First Schedule" hereunder written, is being developed under Special Township scheme notified vide notification no. CMS/TPS/1207/220/CR - 541/08/UD - 12 dated August 24, 2009. As per policy guideline for development of Special Township Scheme bearing No. TPS/1204/THANE. D:P DCR/UD -12 dated May 25, 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 January 15, 2008, the Agreement for Sale for one of the premises has been adjudicated from Collector of Stamps, Thane City vide adjudication No. 735/09 dated December 5, 2009 with 50% exemption payable in Stamp Duty. As the present Agreement for Sale of the Premises under reference is on the similar lines of the agreement already adjudicated and as the Premises is situated on the Property which is the part and parcel of the Larger Property more particularly described in the "First Schedule" hereunder written, the adjudication of document is not warranted and 50% stamp duty is being paid for registration of this Agreement.



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The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Allottee. The Allottee shall at his 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 Promoter shall attend such office and admit the execution thereof. Any difference/recovery in the stamp duty paid by the Allottee to the Collector of Stamps will be borne and paid by the Allottee and the Allottee shall have no claim against the Promoter.

#### 18 INDEMNIFICATION BY THE ALLOTTEE:

The Allottee shall indemnify and keep indemnified the Promoter and hold the Promoter 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 Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Allottee in the performance of any and/or all of his 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 Allottee or his agents, servants, tenants, guests, invitees and/or any person or entity under his control; and (d) Allottee's non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

#### 19 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payments in common with other purchasers in project, the same shall be in proportion to the carpet area of the Premises to the total carpet area of all the Premises in the project.

#### 20. ENTIRE AGREEMENT:

This Agreement along with its schedules and annexures constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the Premises. The Allottee confirms that there are no representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Allottee or made available for the Allottee's viewing.

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21. **RIGHT TO AMEND:**

This Agreement will not be amended, altered or modified except by a written instrument signed by both the parties.

22. **SEVERABILITY:**

If any of the provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm to the RERA or the Rules and Regulation made thereunder or the applicable law, as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable.

23. **NOTICES:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee : **Mr. Diran Sudhakar Shetty**  
**Mr. Sudhakar Raju Shetty**

Having address at : **Usha Sadan, 1/17, Near Durga Mata Temple,**  
**Kolsewadi, Kalyan (E) 421306.**

Notified Email ID : **diranshetty@gmail.com**

Promoter's Name : **Kapstone Constructions Pvt.Ltd.**

Address : **702, Natraj, M.V.Road Junction, W.E.Highway,**  
**Andheri (East), Mumbai-400069.**

Notified Email ID : **customersupport.urbania@rustomjee.com**



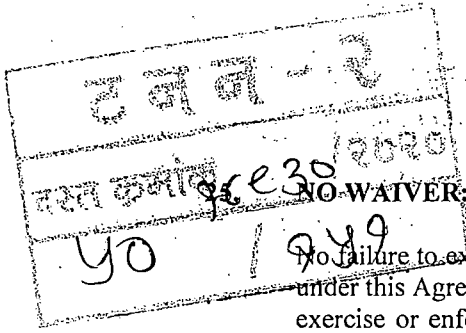
It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

24. **JOINT ALLOTTEES:**

If there is more than one Allottee named in this Agreement, all obligations hereunder of such Allottee shall be joint and several and all communications shall be sent by the Promoter to the Allottee whose name appear first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

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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;

**26. DISPUTE RESOLUTION:**

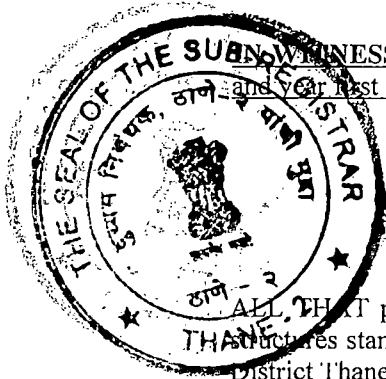
Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority appointed under the provisions of the RERA and the Rules and Regulations, thereunder.

**27. GOVERNING LAW:**

27.1 That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Thane Courts shall have jurisdiction for this Agreement.

27.2 The Permanent Account Number of the Parties is more particularly mentioned in the **Fifth Schedule** hereunder written.

**WITNESSETH** WHEREOF the parties hereto have executed these presents the day and year first hereinabove written.



**THE FIRST SCHEDULE ABOVE REFERRED TO:  
(the "Larger Property")**

ALL THAT piece and parcel of land, ground and hereditaments together with the structures standing thereon situate, lying and being at Village Majiwade, Taluka and District Thane and bounded as follows, that is to say:

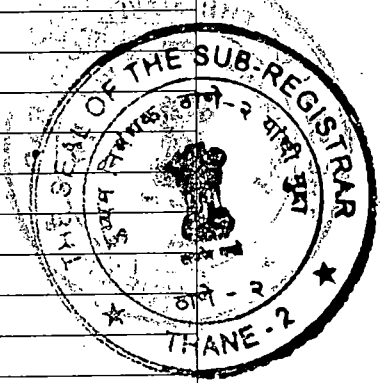
Sr. No.	Survey Nos.	Hissa Nos.	Total area under township in square meters as per 7/12 extracts
1	12	1/1	1360
2		1 / 2	130
3		2	4320
4		3/1	3600
5		3/2	20
6		4/1	2180
7		4/2	600
8		4/3	460
9	13	1/1	470
10		1/2	200

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Sr. No.	Survey Nos.	Hissa Nos.	Total area under township in square meters as per 7/12 extracts
11		1/3	60
12		2/1	220
13		2/2	400
14		2/3	190
15		3/1	240
16		3/2	390
17	14	1(pt)	2830
18	15	1	3240
19		2	300
20		3	3210
21		4	1520
22		5	3360
23	16	2a	1930
24		3	2790
25		4	1060
26		5	2020
27		6	580
28	17	3	1370
29		4a	3270
30		5	990
31		6a	2270
32	18	3a	660
33		4a	260
34		6a	130
35	19	1a	920
36		2/1a	270
37		2/1b	680
38		2/1c	1200
39		3/1a	340
40		3/1b	750
41		3/1c	1190
42		4/1a	270
43		4/1b	680
44		4/1c	1230
45		5/1a	110
46		5/1b	640
47		5/1c	240
48	20	1/1	160
49		1/2	20

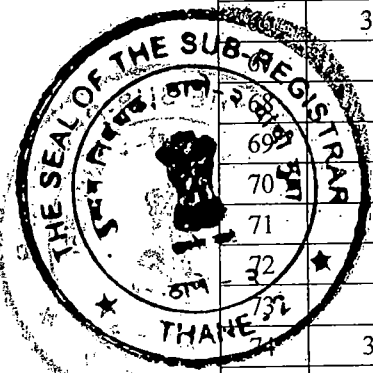
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 Survey Nos. १५९

No.	Survey Nos.	Hissa Nos.	Total area under township in square meters as per 7/12 extracts
50		2/1	320
51		2/2	30
52		3/1	2010
53		3/2	500
54		3/3	370
55		3/4	200
56		3/5	400
57		3/6	1180
58		4/1	1250
59		4/2	240
60	21	1pt	1122.15
61	30	2	4000
62		3	4280
63		5pt	430.7
64		6pt	759.3
65		7	350
66	35	1	1720
67		2	1310
68		3	5160
69		4	1470
70		5	630
71		6	230
72		7	300
73		8	330
74	36	1	380
75		2	1370
76		3	1370
77		4	2330
78		5	150
79		6	2070
80		7	3180
81	37	1	2280
82		2	430
83		3	4160
84		4	2170
85		5a	960
86		6	1290
87		7a	3020
88		9a	940

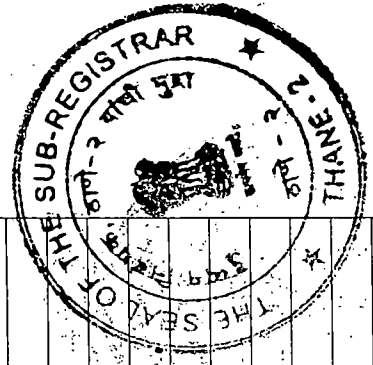


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Sr. No.	Survey Nos.	Hissa Nos.	Total area under township in square meters as per 7/12 extracts
89	38	1a	1040
90		2	300
91	41	1	1570
92		2	610
93		3	3490
94		4	3010
95		5	350
96		6	4270
97		7	3690
98		8	3740
99		9	8660
100	42	1	330
101		2	940
102		3	2350
103		4	530
104		5	510
105		6	2830
106		7	2400
107	43	1	230
108		2	1850
109		3	1900
110		4	1640
111		5	3030
112		6	3140
113		7	1920
114	43	8	200
115		9	560
116		10	3820
117		11	200
118		12	780
119	44	1	960
120		2	100
121		3	1060
122		4	1820
123		5	4410
124		6	2020
125	45	1	180
126		2a	3770
127		3	200

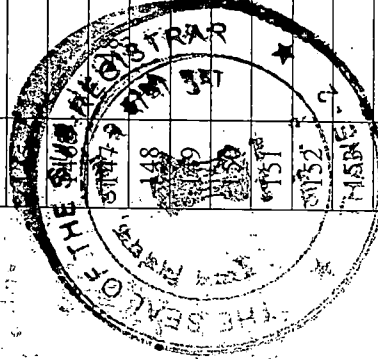


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Hissa Nos.	Total area under township in square meters as per 7/12 extracts
4a	230
7a	1420
8a	2490
9	2880
10	400
1a	1390
2	730
3a	2430
4a	100
6a	870
7a	340
8	1060
1a	700
3a	2460
4	2000
5	2070
6	1720
7	280
8	1540
1	380
2	480
3	960
4	1920
5	4220
6	180
7	2300
8	1420
1	1040
2	1110
3	180
1	3010
2	4020
3	1870
1	2150
2	560
3	3950
4	3950
5	5730
6	5200

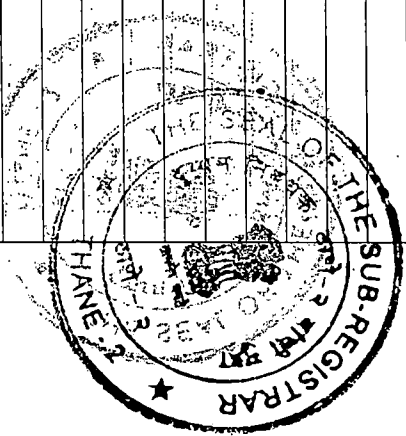


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Sr. No.	Survey Nos.	Hissa Nos.	Total area under township in square meters as per 7/12 extracts
167		7	3490
168		8	4730
169		9	1370
170	53	2/2	2390
171		2/3	1254
172	54	1	610
173		2	3440
174		3	610
175		4	4040
176	55	1	300
177		2	300
178		3	3830
179		4	410
180		5	400
181	84	1	430
182		2	720
183		3	1450
184	327	1	1010
185	327	2/a	18600
186		2/b	4860
187		2/c	5060
188		2/d	180
189		2/e	4250
190		2/f	510
191		2/g	1060
192		2/h	1750
193		2/j	560
194	327	4	150
195	328	1	200
196	328	2	280
197	328	3/a	5080
198		3/b	5490
199		3/c	300
200		3/d	5490
201		3/e	2860
202		3/f	1110
203		3/g	5490
204		3/h	510
205		3/j	860



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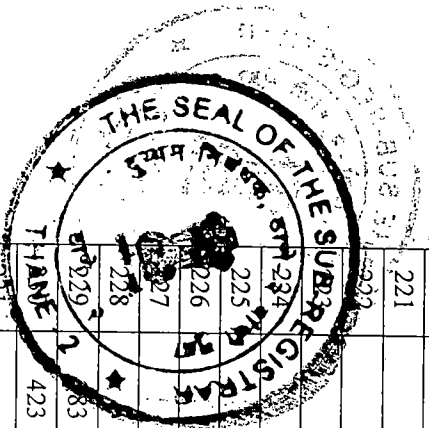
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Sl. No.	Survey No.	Hissa Nos.	Total area under township in square meters as per 7/12 extracts
206	329	1	510
207		2	7080
208		3	8830
209		4	200
210		5a	2230
211		6a	410
212	345	1	4050
213		2	480
214		3	410
215		4	180
216		5	3590
217		6	2730
218		7	5580
219		8	2480
220		9	5770
221		10	3090
222		11	2510
223		12	1640
224		13	560
225		14	150
226		15	910
227		16	1420
228		17	140
229		---	24410
THANE	423	1A	910
231		1B	3340
232		1C	4970
233		1D	4660
234		1E	4150
235		1F	4260
236		1G	1920
237		1H	1030
238	423	10	3030
239	424	1A	1720
240		1B	3440
241		1C	3140
242		1D	400
243	424	6	17547



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Sr. No.	Survey Nos.	Hissa Nos.	Total area under township in square meters as per 7/12 extracts
244	386	1	17732
		<b>Total</b>	<b>501215.15</b>

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On or towards the East : By existing Saket Complex and Ulhas Creek let;

On or towards the West : By Lodha Paradise and by Vrindavan Complex;

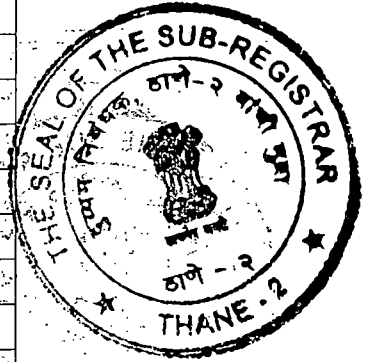
On or towards the North: By Lodha Paradise and Balkum Village;

On or towards the South: By Police land bearing Survey. No. 386/3 of Village Majiwade.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

ALL THAT piece or parcel of land or ground situate lying and being at Village Majiwade, Taluka and District Thane in the Registration Sub-District and District Thane bearing the following Survey Numbers, Hissa Numbers and areas as under;

Sr. No.	Survey No. / Hissa No.	Area in Sq. mtr.
1	14/1(pt)	110.63
2.	15/2(pt)	230.28
3.	15/3(pt)	7.55
4.	15/4(pt)	859.88
5.	15/5(pt)	121.50
6.	16/2a(pt)	350.85
7.	16/3	2790.00
8.	16/4	1060.00
9.	16/5 (pt)	1954.94
10.	16/6 (pt)	413.88
11.	17/3 (pt)	240.13
12.	17/4a (pt)	139.50
13.	17/5	990.00
14.	17/6a (pt)	993.24
15.	49/1	1040.00
16.	49/2	1110.00
17.	49/3	180.00
18.	50/1 (pt)	2807.96
19.	50/2	4020.00



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20.	50/3	1870.00
21.	51/1	2150.00
22.	51/2	560.00
23.	51/3	3950.00
24.	51/4 (pt)	3646.15
25.	51/5 (pt)	1959.43
26.	53/2 / 3	1254.00
27.	383 (pt)	1097.00
28.	386/1 (pt)	4826.62
	TOTAL	40733.54

On or towards the East : Nalla No.7  
 On or towards the West : 30 mtrs. HCMTR  
 On or towards the North : Survey No. 16 (pt) of Village Majiwade  
 On or towards the South : Survey No. 49 (pt) of Village Majiwade.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**("Real Estate Project Amenities")**

Said Parking Space as mentioned in the Fifth Schedule hereunder written.

1) Electrical meter room

2) O.H Tank and pump room

3) Substation

4) Letter box area

5) Society office

6) Security room

7) D.G. Set

8) Watchman's cabin

9) Staircase

10) Common toilet

11) Sewage Treatment Plant

12) Telephone room

13) Lift lobby

14) Lift machine room

15) Recreation Facility.

16) Passenger lift

17) One lift with D G Back-up for each wing

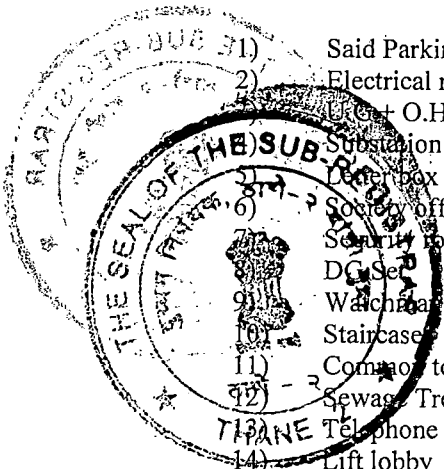
18) DG back-up for common area lighting and fire fighting pumps

19) Video door phone facility

20) Decorative Entrance Lobby

21) Fire hydrant on every floor

22)

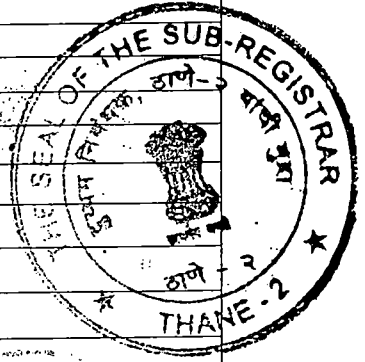


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**THE FOURTH SCHEDULE ABOVE REFERRED TO:  
("Azziano Complex Amenities")**

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1	Business center / Meeting rooms (2 nos) :
2	Party hall Capacity 100-120 pax, A.C. , with service pantry facility light & sound arrangement :
3	Mini theatre Air conditioned preview theatre for 12-16 seating.
4	Library / Reading Room Air conditioned space provided for reading & interaction
5	Leons world Enclosed Kids Activity Area :
6	Kid's play area Semi-Open Kids Play Area :
7	Senior citizens relaxation area Semi Covered with resting benches / recliners
8	Prefunction area Guests Welcome Lounge for party hall :
9	Festive Plaza and Multipurpose Play Ground
10	Box cricket/basket ball court 14.5 X 15.5 designated for multipurpose activities.
11	Barbeque cor nor open Air Barbeque Pod
12	Gymnasium Air conditioned work out area adm 222 sq. mtr. with cardio & strength equipments :
13	Kids pool shallow pool for kids 600 mm depth
14	Dry fountain fun activity
15	Aggregate area of recreational open space
16	Resting cabanas outdoor furniture for resting & relaxation
17	Yoga hall deck air conditioned space for yoga activity
18	Feature deck pavilion landscape feature with outdoor seating
19	Jumping garden varing level lawn patches for kids to enjoy jumping.
20	Climbing wall designed in building foot print
21	Meditation POD deck area in building footprint for meditation
22	Puzzel path puzzel pathway created with shrubs
23	Hammocks pavilion hammocks place below tree shade
24	Pre function area Guests Welcome Lounge for party hall :
25	Children's play area kids play activity zone
26	Amphitheatre designed space for 20 25 pax gatherings
27	Guest rooms twin sharing guest rooms 6 nos
28	Squash court standard size squash court
29	Tennis court flood lit size 24 X 11 mts
30	Alfresco dining out door during area for informal get together
31	Swimming pool 49 X 11.3 X 1.2 m deep
32	Party spill out area capacity 100 to 120 pax open to sky.
33	Indoor games room – 2 table tennis tables and 1 pool table
34	Dance room – for 8 people
35	Small party hall – 20-30 persons
36	Cardio exercise zone for 8 to 10 people
37	Music room vocal – 10 people
38	Music room instrumental – 10 people
39	Spanish lounge/seat out area



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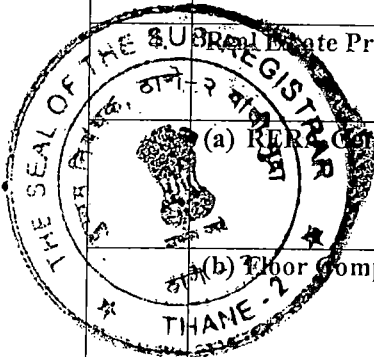
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THE FIFTH SCHEDULE ABOVE REFERRED TO:

("Meaning of the Terms and Expressions defined in this Agreement")

Sr. No.	Terms and Expressions	Meaning and Description
1.	Name, address and email id of the Promoter	Name: Kapstone Constructions Pvt. Ltd.  Address: 702, Natraj, M.V. Road Junction, Western Express Highway, Andheri (East), Mumbai - 400069.  Email id: customersupport.urbania@rustomjee.com
2.	Name, address and email id of the Allottee	Name : Mr. Diran Sudhakar Shetty Mr. Sudhakar Raju Shetty  Address : Usha Sadan, 1/17, Near Durga Mata Temple, Kolsewadi, Kalyan (E) 421306.  Email ID : diranshetty@gmail.com
3.	said Wing	Wing "D"
	Real Estate Project	"Rustomjee Azziano Wing D"
	(a) RER Certificate	Certificate bearing no. P51700019544 dated 8 <sup>th</sup> February, 2019.
	(b) Floor Composition	The Real Estate Project shall comprise of Stilt + 4 level Podium + 41 upper / habitable floors.
	(c) FSI Consumption	14,582.40 sq mtrs.
5.	CC	V.P.No. S05 / 0022 / 10TMC / TDD / 2823 / 18 dated 28.09.2018





6.	the said Premises	Flat bearing No. <u>3102</u> on <u>31st</u> floor of the said Wing / Real Estate Project and admeasuring <u>59.18</u> square meters (carpet area) equivalent to <u>637</u> square feet (carpet area) of the Whole Project known as "Rustomjee Azziano"  The exclusive areas appurtenant to the said Premises admeasure <u>16.17</u> square meters equivalent to <u>174</u> square feet
7.	Parking Space	One Car Parking Space.
8.	Sale Consideration	Rs.10,972,645/- (Rupees One Crore Nine Lakh Seventy Two Thousand Six Hundred and Forty Five Only)
9.	Date Of Handover	30 <sup>th</sup> September 2024; subject to provisions of clause 10 of this Agreement for Sale.
10.	the said Account	M/S. Kapstone Constructions Private Limited Azziano D Collection A/C.777705000003.  IFSC Code: ICIC0001238
11.	Piramal Capital and Housing Finance Limited	Piramal Capital and Housing Finance Limited
12.	said Nominee	Mrs. Nalini Sudhakar Shetty
13.	PAN	(A) Promoter : AACCK3513F  (B) Allottee : (i) DKQPS7067U (ii) BFL03472B

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**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**("Schedule / manner of payment of Sale Consideration by the Allottee to the Promoter")**

Sr.No	Payment Schedule	% Due	Agreement Value (Rs.)
1	Booking	3.7%	405,988/-
2	Within a month	6.3%	691,277/-
3	On Execution of Agreement	10.0%	1,097,265/-
4	on or before Plinth completion	10.0%	1,097,265/-
5	On or before completion of 1st floor	10.0%	1,097,265/-
6	On or before completion of 4th floor	5.0%	548,632/-
7	On or before completion of 7th floor	5.0%	548,632/-
8	On or before completion of 10th floor	2.5%	274,316/-
9	On or before completion of 13th floor	2.5%	274,316/-
10	On or before completion of 16th floor	2.5%	274,316/-
11	On or before completion of 19th floor	2.5%	274,316/-
12	On or before completion of 22nd floor	2.5%	274,316/-
13	On or before completion of 25th floor	2.5%	274,316/-
14	On or before completion of 28th floor	2.5%	274,316/-
15	On or before completion of top slab	2.5%	274,316/-
16	On completion of Walls, Internal Plaster, Internal Plumbing & Flooring-of the said Flat	5.0%	548,632/-
17	On completion of Staircases Lift wells, Lobbies upto Floor level of Said Flat	5.0%	548,632/-
18	On completion of External Plastering, External Plaster, Elevation, Terraces with Water proofing of the Building	5.0%	548,632/-
19	On completion of Water Pumps, Electrical Fittings, Electro Mechanical and Environmental Requirements, Plinth Protection, Paving of the Appertain	10.0%	1,097,265/-
20	On Possession with Completion of Doors & Windows, Sanitary Fittings, Lifts/Entrance Lobby	5.0%	548,632/-
	<b>Total</b>	<b>100%</b>	<b>10,972,645/-</b>

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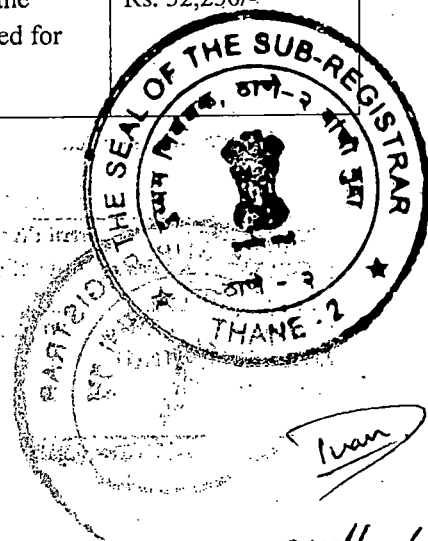
**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

**("being the list of the "Other Charges" to be paid by the Allottee in accordance with clause 4.1 of this Agreement")**

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PART A		
<u>Sr.No.</u>	<u>Particulars</u>	<u>Amounts</u>
1.	Legal Charges & Society formation charges	Rs. 30,000/-
2.	Electric Water connections & Piped Gas Connection Charges	Rs. 62,250/-
	<b>Total</b>	<b>Rs. 92,250/-</b>
PART B		
<u>Sr. No.</u>	<u>Particulars</u>	<u>Amounts</u>
1.	Non refundable Share Money, Application and Entrance Fees of the Organisation	Rs. 700/-
2.	24 (twenty four) months deposit towards proportionate share of taxes, maintenance and other charges (excluding development , Property Tax and common infrastructure charges)	Rs.137,940/-
3	24 (twenty four) months deposit towards Infrastructure (Township) Maintenance	Rs. 12,540/-
4.	Corpus Fund which will be transferred to the Apex Body of Larger Property to be utilized for the future maintenance	Rs. 52,250/-

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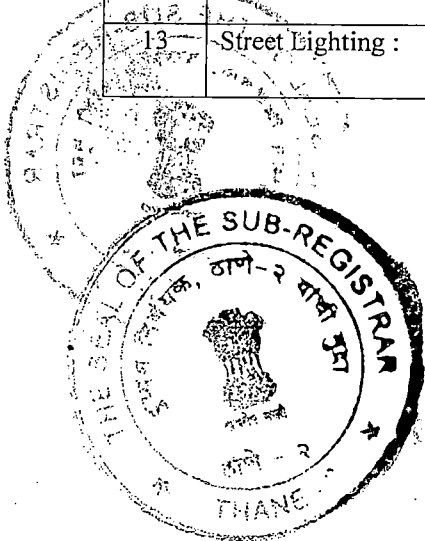


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**THE EIGHTH SCHEDULE ABOVE REFERRED TO:**  
**( Larger Property Infrastructure , Common Amenities & Facilities)**

Sr.No.	Larger Property Infrastructure , Common Amenities & Facilities,
1	Fire Protection And Fire Safety Requirements :
2	Water Conservation, Rain water Harvesting :
3	Electrical Meter Room, Sub-Station, Receiving Station :
4	Solid Waste Management And Disposal :
5	Sewerage (Chamber, Lines, Septic Tank , STP) :
6	Energy management :
7	Treatment And Disposal Of Sewage And Sullage Water :
8	Aggregate area of recreational Open Space :
9	Internal Roads & Footpaths :
10	Water Supply :
11	Storm Water Drains :
12	Landscaping & Tree Planting :
13	Street Lighting :



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SIGNED AND DELIVERED BY  
the within named Promoter

) For Kapstone Constructions Pvt. Ltd.

Kapstone Constructions Pvt.  
Ltd.

)  
)  
) *Battiwala*  
) Director/Authorized Signatory

By the hands of its Director /  
Authorized Signatory

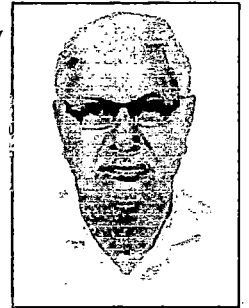
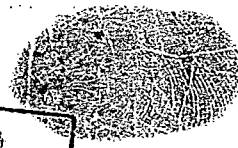
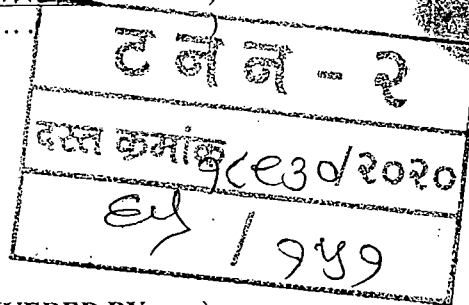
*Ms. Rohinton Battiwala*

in the presence of .....

Witness:

1. *Satule*

2. *[Signature]*



SIGNED AND DELIVERED BY  
the within named Allottee

Mr. Diran Sudhakar Shetty

) *[Signature]*



Mr. Sudhakar Raju Shetty

) *Sudhakar Y*

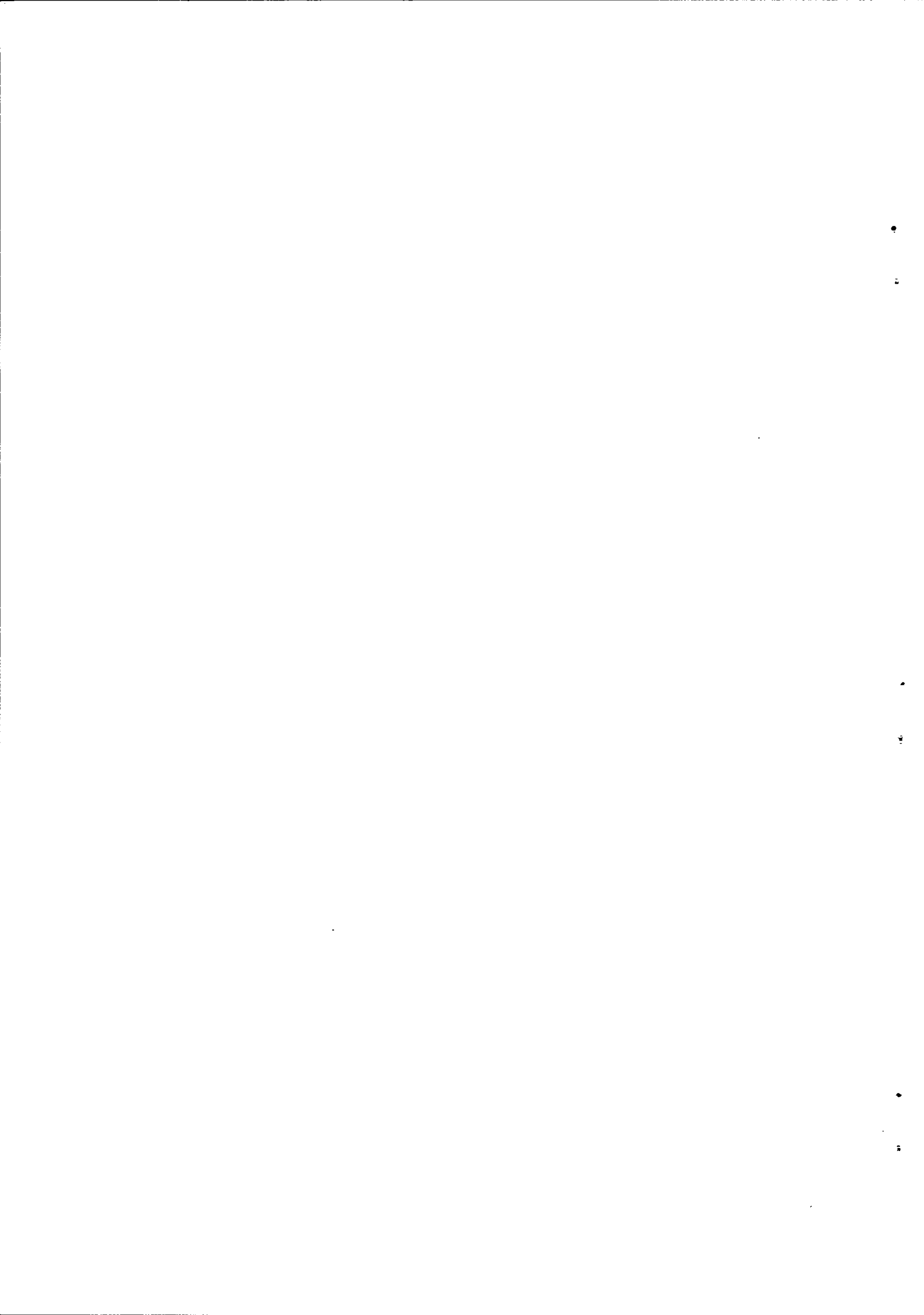
in the presence of .....

Witness:

1. *Satule*

2. *[Signature]*





**RECEIPT**

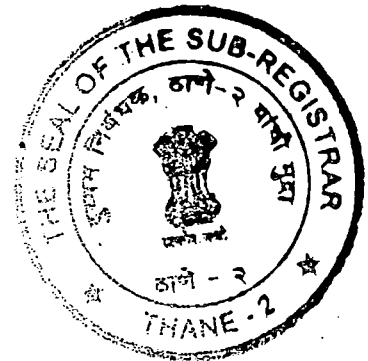
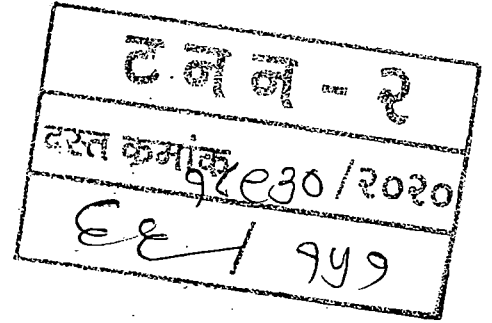
RECEIVED from the Allottee herein an aggregate sum of Rs. 3,291,793/- (Rupees  
Thirty Two Lakh Ninety One Thousand Seven Hundred Ninety Three Only)-  
being the amount to be paid by the Allottee to the Promoter towards the Sale  
Consideration in accordance with the Sixth Schedule as mentioned hereinabove.

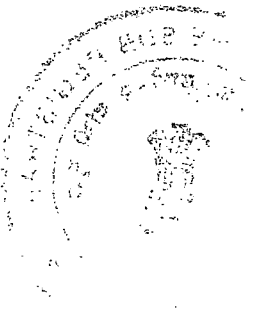
For Kapstone Constructions Pvt. Ltd.

*Bhatnagar*  
(Promoter)

Witness:

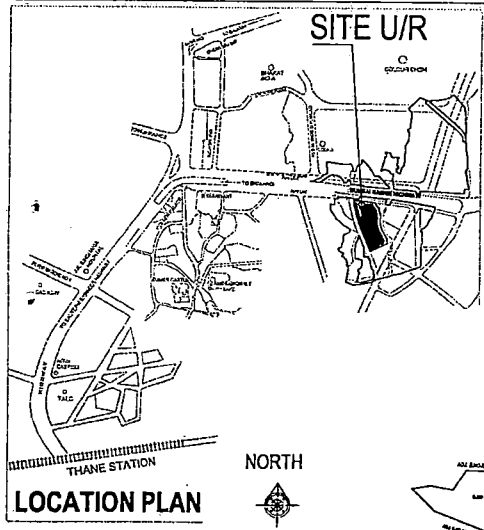
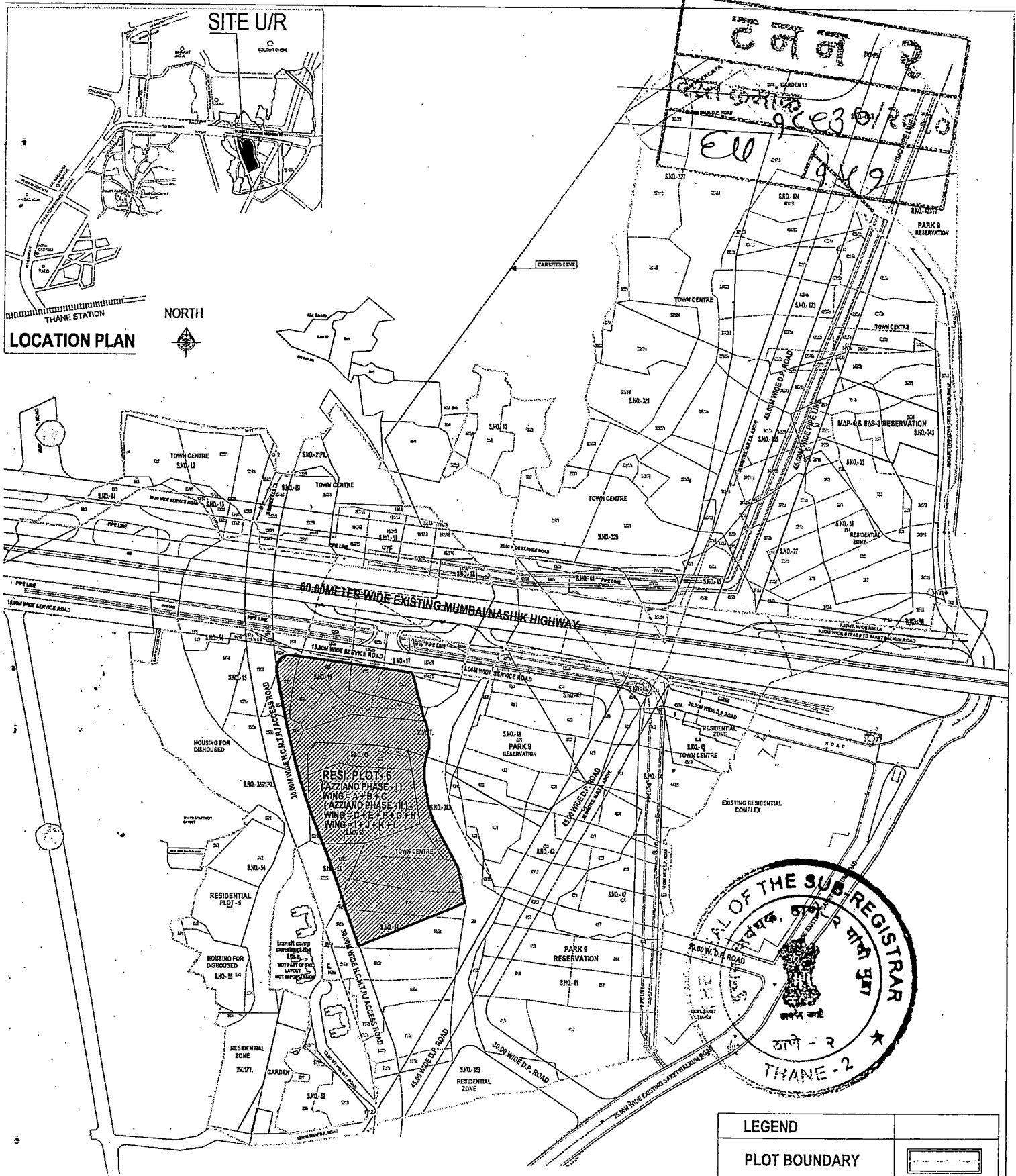
1. *Bhatnagar*
2. *[Signature]*



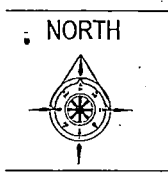




# ANNEXURE 1 : LARGER PROPERTY

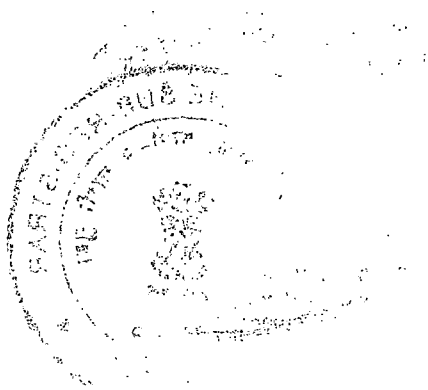


LEGEND	
PLOT BOUNDARY	



TITLE :-  
LAYOUT PLAN SHOWING  
BOUNDARY OF LARGER PROPERTY

*Daksh*



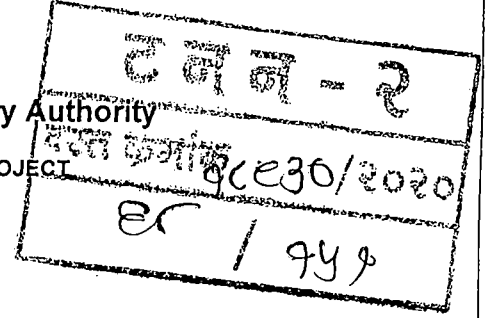
ANNEXURE 2 : RERA CERTIFICATE



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

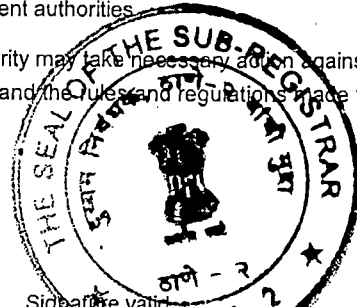
FORM 'C'  
[See rule 6(a)]



This registration is granted under section 5 of the Act to the following project under project registration number : P51700019544

Project: *Rustomjee Azziano Wing D, Plot Bearing / CTS / Survey / Final Plot No.:49/3pt and 386/1 pt at Thane (M Corp.), Thane, Thane, 400601;*

1. **Kapstone Constructions Private Limited** having its registered office / principal place of business at *Tehsil: Andheri, District: Mumbai Suburban, Pin: 400069.*
2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;  
OR  
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
  - The Registration shall be valid for a period commencing from 08/02/2019 and ending with 30/09/2024 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
  - That the promoter shall take all the pending approvals from the competent authorities.
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Signature valid  
Digitally Signed by  
Dr. Vasant Hemant Prabh  
(Secretary, MahaRERA)  
Date:23-06-2020 12:28:48

Dated: 18/05/2020  
Place: Mumbai

Signature and seal of the Authorized Officer  
Maharashtra Real Estate Regulatory Authority













ANNEXURE 5: TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.

ADVOCATES & SOLICITORS

K. G. Underkat

UNDAKAT TOWER, 1ST FLOOR,  
87, ANJLI SHOPPING CENTRE,  
TILAK ROAD, BANTERGAUM (W),  
MUMBAI 400 054,  
TEL: 1 2805 2489 / 2805 2480  
FAX: 1 2805 4003

Ref. No. RGU/NCB-117/ 470 /2006

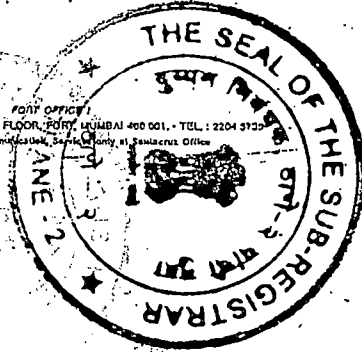
Date 10<sup>th</sup> July, 2006

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

Dear Sirs,

Re: ALL THOSE pieces or parcels of land or ground situated lying and being at Mouje Majhwade 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 Bombay 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 14<sup>th</sup> 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.



POINT OFFICE:  
87, JANABHOOMI MANS, 1ST FLOOR, POKH, MUMBAI 400 001. - TEL: 2204 3133  
Correspondence, Communications, etc. to be sent to Point Office

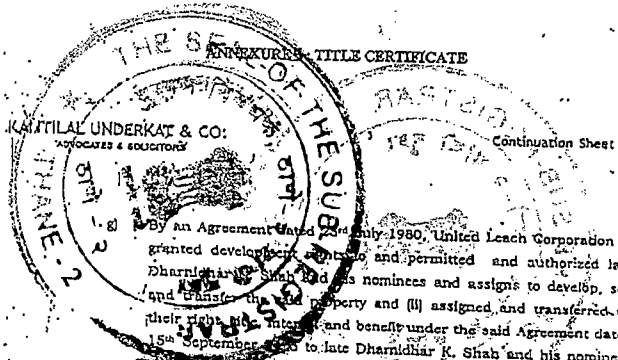
ANNEXURE 5: TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.  
ADVOCATES & SOLICITORS

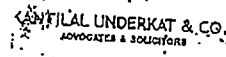
Continuation Sheet

- 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 Rajasingh 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 Rajasingh Girdhari Singh Varma (HUF), consisted of late Rajasingh 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 Rajasingh Varma (HUF) in respect of the said property and had been placed in possession of the said property, Rajasingh 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. Rajasingh Varma died and after his death, late Udaisingh Rajasingh became and/or acted as karta and manager of the HUF;

69	69	27 of 2
1959	1959	27 of 2
	RGU/NCB/117/470/2006	



- By an Agreement dated 2nd July 1980, United Leach Corporation (i) granted development rights, 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 rights, title, interest and benefit under the said Agreement dated 15th 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 15th July 1985 entered into between the United Leach Corporation and the late Dharnidhar K. Shah, certain terms and conditions of the said Agreement dated 23rd July, 1980 were modified.
- i) Pursuant to the abovementioned Agreement dated 23rd July 1980 and Supplemental Agreement dated 15th 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 4th 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 15th 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.



- On 12th April 1985, late Mr. Udaisingh Rajasingh Varner died and after his death, Ashok Udaisingh Varma became and/or acted as the karta and manager of the said HUF.
- By an Agreement dated 1st October 1986 and Additional Agreement dated 1st 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 23rd July, 1980 and the said Supplemental Agreement dated 15th July 1985 to Transcon Properties Pvt. Ltd. and its assigns and nominees for the consideration and on the terms and conditions therein contained;
- 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 Consent Terms were filed in Court on 27th day of April, 2004;

८०७ - २  
 १९५९  
 २३/०९/२०२०

ANNEXURE 5: TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.  
ADVOCATES & SOLICITORS

Continuation Sheet

- m) On 26<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. KMD Enterprises and Vijay Singh Varma are in joint possession of the said property.

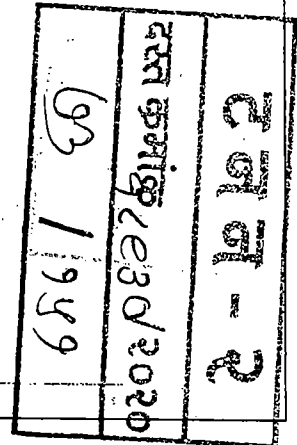


ANNEXURE 5: TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.  
ADVOCATES & SOLICITORS

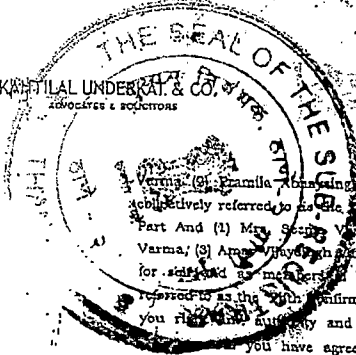
Continuation Sheet

- 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 Udalsingh Varma, (2) Mr. Ashok Udalsingh Varma, (3) Mr. Sanjay Udalsingh Varma, (4) Ms. Manju Udalsingh (1), Mrs. Vishinkumari Udalsingh Varma, (2) Mr. Ashok Udalsingh Varma, (3) Mr. Sanjay Udalsingh Varma, (4) Ms. Manju Udalsingh Varma, (5) Geetanjali Amarjeet Singh Lal, nee Geetanjali Udalsingh Varma, (6) Mrs. Sunita Ashok Varma, (7) Mrs. Nandini Sanjay Varma, (8) Geetanjali Amarjeet Singh Lal, nee Geetanjali Udalsingh Varma, (9) 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. Maja Vijay Doshi d/o of Late Shri. Dharnidhar K. Shah, (2) Smt. Ishani Kausli Shah d/o of Late Shri. Dharnidhar K. Shah and (3) Smt. Dhruvini 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



ANNEXURE 6- TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.  
ADVOCATES & SOLICITORS



Continuation Sheet

Verma (3) Pramila Abhaysingh and (3) Anita Mangatsingh therein collectively referred to as the "Fourth Confirming Party" of the Ninth Part And (1) Mrs. Suresh Vijaysingh Varma, (2) Vishal Vijaysingh Varma, (3) Anuraj Vijaysingh Varma and (4) Ruchita Vijaysingh Varma for settled as members of Vijay Singh HUF, therein collectively referred to as the "Fifth Confirming Party" of the Tenth Part have given you full and sole authority and empowered you to develop the said area 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 Valbhav (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, Sangita devi W/o. Shri Jasvinder Singh, Yasraj Singh, Kirlopal Singh, Parvatibai Rajasingh Varma, Pramila Abhaysingh and Anita Mangatrau Rana claiming 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>

ANNEXURE 5- TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.  
ADVOCATES & SOLICITORS

Continuation Sheet

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	

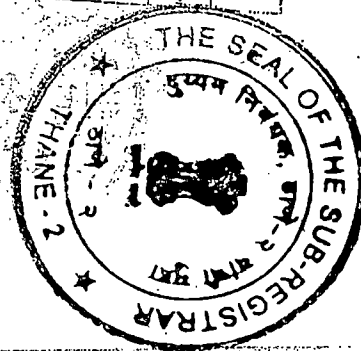
३६९ - २  
 २२११६३०/२०२०  
 १५५९

ANNEXURE 5: TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.  
ADVOCATES & SOLICITORS

Continuation Sheet

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	5pt	
	Total	10520
18	3pt	
18	4pt	
18	5pt	
	Total	6980
19	1pt	
19	2pt	
19	3pt	
19	4pt	
19	5pt	
	Total	11460
20	1	
20	2	
20	3	
20	4	
	Total	6560
22	NIL	2380
35		
35		



ANNEXURE 5: TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.  
ADVOCATES & SOLICITORS

Continuation Sheet

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	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	20990

2 of 2 - 2  
 30/12/2020  
 1999



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

Survey No.	Hissa No.	Area in Sq. Mtrs.
46	1pt	
46	2	
46	3pt	
46	4pt	
46	5pt	
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		6900
51	1	
51	2	
51	3	
51	4	

2370/2020  
 1959  
 2370-2

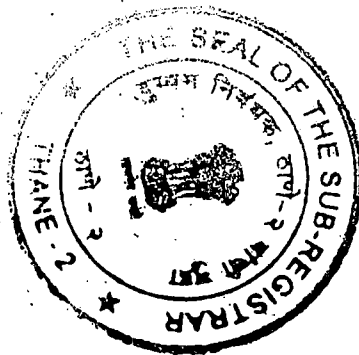
ANNEXURE 5: TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.  
ADVOCATES & SOLICITORS

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Continuation Sheet

Survey No.	Hisra No.	Area in Sq. Mtrs.
51	5	
51	6	
51	7	
51	8	
51	9	
	Total	31180
54	1	
54	2	
54	3	
54	4	
	Total	5700
55	1	
55	2	
55	3	
55	4	
55	5	
	Total	5240
84pt		3410
89		3160
322	2/1	
322	2/2	
322	2/3	
322	2/4	
322	2/5	
322	2/6	
322	2/7	
322	2/8	
322	2/9	
322	C	
	Total	35830
328	3/1	
328	3/2	
328	3/3	
328	3/4	
328	3/5	
328	3/6	



ANNEXURE 5: TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.  
ADVOCATES & SOLICITORS

14

Continuation Sheet

Survey No.	Hisra 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

277 - 2  
 23/01/2020  
 1939





ANNEXURE 5: TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.  
ADVOCATES & SOLICITORS

Continuation Sheet

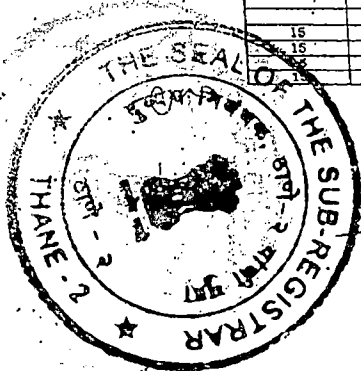
Karam Singh, Sangita devi W/o, Shri Jasvinder Singh, Yaspal Sing., Kartipal Singh, Parvatibai Rajasingh- Varma, Prindla Abhaysingh and Anita Mangatram Rana . You have informed us that you had filed Suit against them being Special Suit No.204 of 2006 in the Court of Civil Judge (S.D.) Thane at Thane. 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 Tehuka, North Salsette, District Thane and in the Registration Sub-District and District Thane bearing the following Survey Number 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	



ANNEXURE 5: TITLE CERTIFICATE

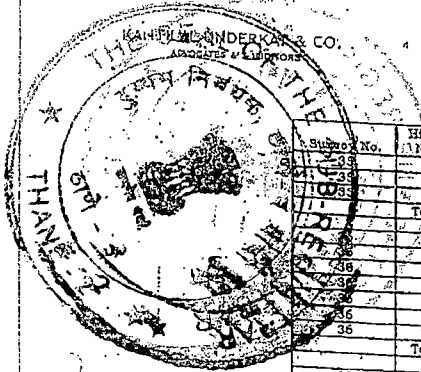
KANTILAL UNDERKAT & CO.  
ADVOCATES & SOLICITORS

Continuation Sheet

Survey No.	Hissa No.	Area in Sq. Mtrs.
15	5	
	Total	11650
16	1pt	
16	2pt	
16	3	
16	4	
16	5	
16	6	
	Total	10140
17	3	
17	4pt	
17	5	
17	6pt	
	Total	10820
18	3pt	
18	4pt	
18	6pt	
	Total	6980
19	1pt	
19	2pt	
19	3pt	
19	4pt	
19	5pt	
	Total	11480
20	1	
20	2	
20	3	
20	4	
	Total	6680
22	NIL	2380
35	1	
35	2	
35	3	
35	4	
35	5	

८६७७ - २  
 १३०/२०२०  
 ०५/१५५५

ANNEXURE 5: TITLE CERTIFICATE



Continuation Sheet

Survey No.	Hisra No.	Area in Sq. Mtrs.
33	6	
33	7	
33	8	
Total		11150
34	1	
34	2	
34	3	
34	4	
34	5	
34	6	
34	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	

ANNEXURE 5: TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.  
ADVOCATES & SURETORS

Continuation Sheet

Survey No.	Hisra 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	

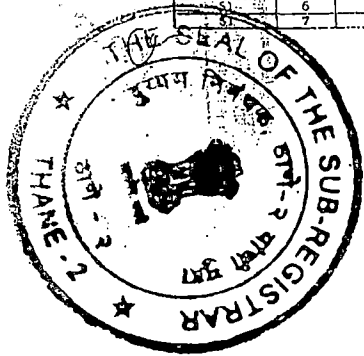
२७७ - २  
 एका भागात ८३०/२०२०  
 १० १९९९

ANNEXURE 5: TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.  
ADVOCATES & SOLICITORS

Continuation Sheet

Survey No.	Hissa No.	Area in Sq. Mtrs.
46	4pt	
46	5pt	
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	2900
51	1	
51	2	
51	3	
51	4	
51	5	
51	6	
51	7	

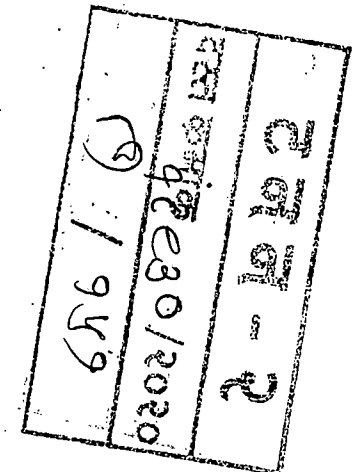


ANNEXURE 5: TITLE CERTIFICATE

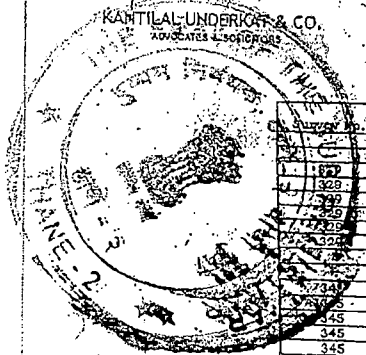
KANTILAL UNDERKAT & CO.  
ADVOCATES & SOLICITORS

Continuation Sheet

Survey No.	Hissa No.	Area in Sq. Mtrs.
51	8	
51	9	
	Total	91130
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	



ANNEXURE 5: TITLE CERTIFICATE



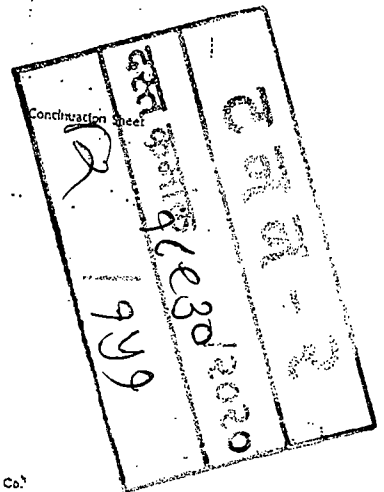
Continuation Sheet

Survey No.	Hissa No.	Area in Sq. Mtrs.
Total 27190		
1872	1/1	
328	2	
597	3	
597	4	
597	Spt	
597	Sbt	
597	Total	19580
744	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	
Total		26270
424A	1	
424A	2	

cu

ANNEXURE 5: TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.  
ADVOCATES & SOLICITORS



Survey No.	Hissa No.	Area in Sq. Mtrs.
424A	3	
424A	4	
424A	C	
Total		25670
383	Grant	24410
Total		515280
Less Area under Reservation		46000
Net Area Available for Development		469000

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

*K. Underkat*  
Proprietor

ANNEXURE ~~S~~ TITLE CERTIFICATE**C.D. BHIDE**

M Com. (Hons.) LL.B. (Advocate)

## Kalyan:-

Sitavallabh Society, 1st Floor,  
Near Wel-Come Hotel,  
Shivaji Chowk, Kalyan (W) 421 301.  
Ph.: 0251 - 2211393 Tele-Fax : 0251 - 2204717

## Thane:-

306, Tulshiyam CHS.,  
Tembat Naka,  
Above Punjab & Sindh Bank,  
Thane (W) 400 604.

File No. S - 2290

## TITLE CERTIFICATE

Date: 16.11.2010

TO WHOMSOEVER IT MAY CONCERN

CHINTAMAN KASHINATH BHOIR & ..... OWNERS  
OTHERS

TO

KAPSTONE CONSTRUCTION ..... BUILDER/  
PVT LTD DEVELOPERS

## READ :

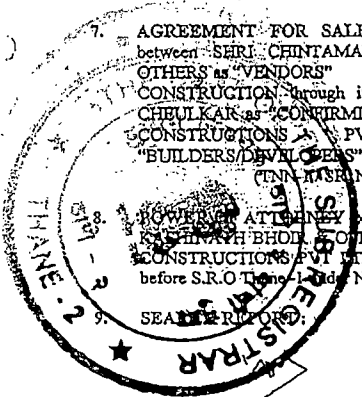
- EXTRACT OF 7/12.
- MUTATION ENTRIES.
- ORDER issued by Competent Authority ULHASNAGAR URBAN AGGLOMERATION THANE under their No. ULC /TA /TENANCY NO.1/MAJWADE/SR-31 dated 19.12.2005.
- COPY OF RELEASE DEED dated 06.06.2004, between Smt. Salchubai Ravji Patil as "RELEASOR" and Chintaman kashinath Bhoir & Others as "RELEASEE" (TNN 2/8995 dated 05.11.2004).

7. AGREEMENT FOR SALE, dated 21.12.2006 executed between SHRI CHINTAMAN KASHINATH BHOIR & OTHERS as "VENDORS" and M/S. TABISH CONSTRUCTION through its proprietor SHOIB BASHIR CHEULKAR as "CONFIRMING PARTY" and KAPSTONE CONSTRUCTIONS PVT LTD as "BUILDERS/DEVELOPERS".

(TNN 1/1881 NO. 662/2007)

8. POWER OF ATTORNEY executed by SHRI CHINTAMAN KASHINATH BHOIR & OTHERS in favour of KAPSTONE CONSTRUCTIONS PVT LTD, which is duly Authenticated before S.R.O Thane-1, Id. No.97/2007.

SEAL &amp; RECORD

ANNEXURE ~~S~~ TITLE CERTIFICATE**C.D. BHIDE**

M Com. (Hons.) LL.B. (Advocate)

## Kalyan:-

Sitavallabh Society, 1st Floor,  
Near Wel-Come Hotel,  
Shivaji Chowk, Kalyan (W) 421 301.  
Ph.: 0251 - 2211393 Tele-Fax : 0251 - 2204717

## Thane:-

306, Tulshiyam CHS.,  
Tembat Naka,  
Above Punjab & Sindh Bank,  
Thane (W) 400 604.

File No.

Date: \_\_\_\_\_

IN this matter, the necessary searches have been taken by Adv. R.D. Dhayarkar, at the office of Sub-Registrar of Assurances, Thane and the search report does not reveal any entry, which may come in the category of encumbrances over the property described in the SCHEDULE hereunder written.

IT appears that, the property in question was belonging to one RAMRAO PANDURANG NAIK.

IT appears from Mutation entry No.497 that the said RAMRAO PANDURANG NAIK sold the property in question unto SHRI KASHINATH DAMA BHOIR vide Deed of Conveyance dated 08.03.1943 and the said SHRI KASHINATH DAMA BHOIR mutated his name in the revenue and other records.

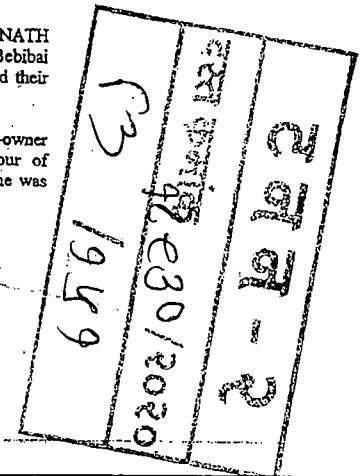
SHRI KASHINATH DAMA BHOIR, died intestate, Leaving behind him POSHIBAI KASHINATH BHOIR AND OTHERS as the Legal heirs and who started enjoying the said property as Co-Owner thereof.

FURTHER POSHIBAI KASHINATH BHOIR died intestate on 4.01.1986 leaving behind her SHRI CHINTAMAN KASHINATH BHOIR & OTHERS as the legal heirs, who mutated their names in the revenue and other records vide mutation entry No.1983.

Further it appears from the mutation entry No.1984 that one of the co-owner SHRI HARISHCHANDRA KASHINATH BHOIR died intestate on 15.07.1985 leaving behind him Tulshibai Harishchandra Bhoir and Others as the legal heirs.

ONE of the CO-OWNER CHANDRAKANT KASHINATH BHOIR died intestate on 05.05.91 leaving behind him Bebibai Chandrakant Bhoir and others as the legal heirs, who mutated their name vide mutation entry no. 2089.

SMT. SAKHUBAI RAVJI PATIL, one of the co-owner released her undivided right, Title and/or interest in favour of Chintaman Kashinath Bhoir and others, and therefore her name was deleted vide mutation entry no. 2437.



ANNEXURE 5: TITLE CERTIFICATE

**C. D. BHIDE**

M. Com. (Hons.) LL.B. (Advocate)

Kalyan:-  
Sivavallabh Society, 1st Floor,  
Near Wel-Come Hotel,  
Shivaji Chowk, Kalyan (W) 421 301.  
Ph. 0251 - 2711393 Tde-Fax : 0251 - 2704717

Thane:-  
306, Tulsihyam CHS.,  
Teenhat Naka,  
Above Punjab & Sindh Bank,  
Thane (W) 400 604.

File No. \_\_\_\_\_

Date: \_\_\_\_\_

By an Agreement for sale dated 21.12.2006 the said SHRI CHINTAMAN KASHINATH BHOIR AND OTHERS agreed to sell the property in question into KAPSTONE CONSTRUCTIONS PVT LTD the BUILDERS/DEVELOPERS herein and the said Agreement for sale is registered at the office of S.R.O. Thane -I under their number 662/2007.

SHRI CHINTAMAN KASHINATH BHOIR AND OTHERS have also granted the Power of Attorney unto the BUILDER / DEVELOPER in respect of the property in question for the purpose of development.

ON perusal of the above referred documents and on the basis of the searches taken at the office of Sub-registrar of Assurances, THANE by Adv. R. D. Dhayarkar, I hereby certify that the title of the "OWNERS" to the property in question is clear, marketable, free from reasonable doubts and encumbrances, and KAPSTONE CONSTRUCTIONS PVT LTD has sufficient rights to commence, carry out and complete the development on the said property described in the SCHEDULE hereunder written.

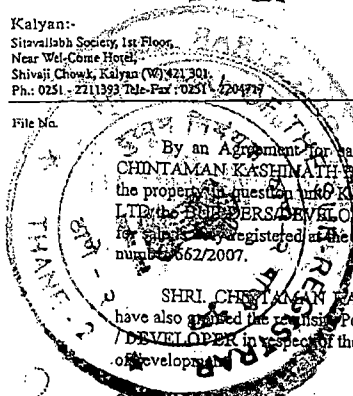
**SCHEDULE**

ALL THAT PIECE AND PARCEL OF LAND lying and situated at Village Majiwade, Tal. And Dist. Thane, within the limits of THANE MUNICIPAL CORPORATION, within registration District and sub-registration district Thane bearing :

S. No.	H. No.	Area H-R-P	Assessment Rs. Ps
30	2	0-40-0	3.19

Together with all easementary rights etc,

*C. D. Bhide*  
C. D. BHIDE  
(Advocate)



ANNEXURE 5: TITLE CERTIFICATE

**C. D. Bhide**

M. Com(Hons.) LL.B. (Advocate)

THANE : 306, Tulsihyam CHS, Teen Hat Naka, Above Punjab & Sindh Bank, Thane (W) - 400 604. Tel : 022 - 25826018  
KALYAN : Sivavallabh Society, 1st Floor, Near Wel-come Hotel, Shivaji Chowk, Kalyan (W) - 421 301. TEL: 0254 - 2211393  
Tollfax : (0251) 2204717 Email : cdhhide@gmail.com

Ref: \_\_\_\_\_

Date: 31.12.2020

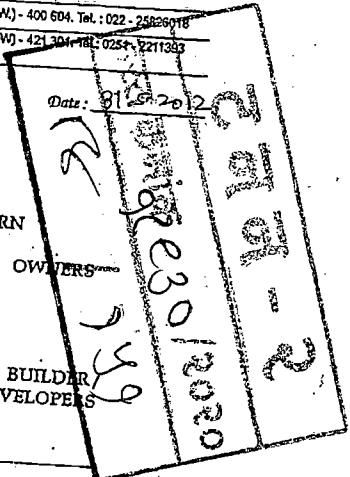
**TITLE CERTIFICATE**

TO WHOMSOEVER IT MAY CONCERN

CHINTAMAN KASHINATH BHOIR & ..... OWNERS

TO

M/S. KAPSTONE CONSTRUCTION ..... BUILDER  
PVT LTD ..... DEVELOPERS



I have perused the copies of following documents :

- EXTRACTS OF 7/12
- MUTATION ENTRIES.
- Deed of Conveyance dated 03.05.1941 executed between SHRI HARISHCHANDRA DHARMA BHOIR as "OWNER/VENDOR" and SMT. POSHIBAI KASHINATH BHOIR as "PURCHASER". (THANE / SR. NO.223/1941 dated 6.05.1941)
- ORDER issued by Competent Authority ULHASNAGAR URBAN AGGLOMERATION THANE under their No. ULC / TA /TENANCY NO.1/MAJIWADE/SR-31 dated 19.12.2005.
- NOTARIZED DEVELOPMENT AGREEMENT, dated 02.05.2005 executed between SHRI CHINTAMANI KASHINATH BHOIR & OTHERS as "VENDORS" and M/S. TABISH CONSTRUCTION through its proprietor SHOB BASHIR CHEULKAR "BUILDERS/DEVELOPERS". (INN-2 / SR. NO. 4546/2008, dated 15.05.2008)
- NOTARIZED POWER OF ATTORNEY executed by SHRI CHINTAMANI KASHINATH BHOIR & OTHERS in favour of proprietor of M/S. TABISH CONSTRUCTION.

ANNEXURE 5: TITLE CERTIFICATE

C. D. Bhude

M. Com(Hons.) LL.B. (Advocate)

THANE : 306, Tulshyam CHS, Teen Hal Naka, Above Punjab & Sindh Bank, Thane (W) - 400 604. Tel. : 022 - 25826018

KALYAN : Silavatlabh Society, 1st Floor, Near Wel-come Hotel, Ghivaji Chowk, Kalyan (W) - 421 301. Tel. : 0251 - 2211393  
Telfax : (0251) 2204717 Email : cdbhude@gmail.com

Ref: \_\_\_\_\_

Date: \_\_\_\_\_

6. RELEASE DEED dated 06.06.2004, between Smt. Sakhubai Ravji Patil as "RELEASOR" and Chintaman kashinath Bhoir & Others as "RELEASBE" (TNN 2/8995 dated 05.11.2004).

7. DEVELOPMENT AGREEMENT, dated 15.05.2008 executed between SHRI CHINTAMANI KASHINATH BHOIR & OTHERS as "VENDORS" and M/S. TABISH CONSTRUICION through its proprietor SHOIB BASHIR CHEULKAR as "CONFIRMING PARTY" and M/S. KAPSTONE CONSTRUCTIONS PVT LTD as "BUILDERS/DEVELOPERS".

(TNN-2 / 4546/2008, dated 15.05.2008)

8. POWER OF ATTORNEY executed by SHRI CHINTAMANI KASHINATH BHOIR & OTHERS in favour of Directors of M/S. KAPSTONE CONSTRUCTIONS PVT LTD.

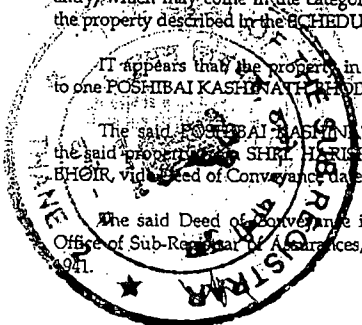
9. SEARCH REPORT:

IN this matter, the necessary searches has been taken by Adv. R. D. Dhayarkar, at the office of Sub-Registrar of Assurances, Thane and the search report does not reveal any entry, which may come in the category of encumbrances over the property described in the SCHEDULE hereunder written.

IT appears that the property in question was belonging to one POSHIBAI KASHINATH BHOIR.

The said POSHIBAI KASHINATH BHOIR, purchased the said property from SHRI. HARISHCHANDRA DHARMA BHOIR, vide Deed of Conveyance dated 03.05.1941.

The said Deed of Conveyance is duly registered at the Office of Sub-Registrar of Assurances, Thane under No.223 of 1941.



ANNEXURE 5: TITLE CERTIFICATE

C. D. Bhude

M. Com(Hons.) LL.B. (Advocate)

THANE : 306, Tulshyam CHS, Teen Hal Naka, Above Punjab & Sindh Bank, Thane (W) - 400 604. Tel. : 022 - 25826018

KALYAN : Silavatlabh Society, 1st Floor, Near Wel-come Hotel, Ghivaji Chowk, Kalyan (W) - 421 301. Tel. : 0251 - 2211393  
Telfax : (0251) 2204717 Email : cdbhude@gmail.com

Ref: \_\_\_\_\_

Date: \_\_\_\_\_

ON the basis of the said Conveyance the said POSHIBAI KASHINATH BHOIR, mutated her name in the revenue and other records vide Mutation Entry No. 1553 and started enjoying the said property as absolute Owner thereof.

POSHIBAI KASHINATH BHOIR died intestate on 4.01.1986 leaving behind her SHRI. CHINTAMAN KASHINATH BHOIR & OTHERS as the legal heirs, who mutated their names in the revenue and other records vide mutation entry No.1983.

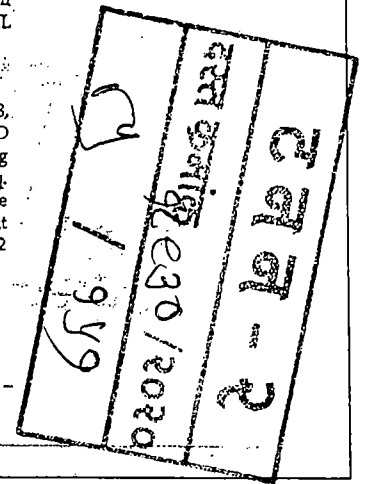
Further it appears from the mutation entry No.1984 that one of the co-owner HARISHCHANDRA KASHINATH BHOIR died intestate on 15.07.1985 leaving behind him Tulshibai Harishchandra Bhoir and Others as the legal heirs.

ONE of the CO-OWNER CHANDRAKANT KASHINATH BHOIR died intestate on 05.05.91 leaving behind him Bebibai Chandrakant Bhoir and others as the legal heirs, who mutated their names, vide mutation entry no. 2089.

SMT. SAKHUBAI RAVJI PATIL, one of the co-owner released her undivided right, Title and/or interest in favour of Chintaman Kashinath Bhoir and others, who mutated their name and deleted the name of SMT. SAKHUBAI RAVJI PATIL vide mutation entry no. 2437.

FURTHER by Development Agreement dated 15.05.2008, the said SHRI. CHINTAMAN KASHINATH BHOIR AND OTHERS sold the development rights of the property bearing Survey No.30, Hissa No. 3 area admeasuring about 4280 Sq. mtrs, unto M/S. KAPSTONE CONSTRUCTIONS PVT LTD.the BUILDERS/DEVELOPERS herein and the said Development Agreement is duly registered at the office of S.R.O. Thane -2 under their number 4546/2008 dated 15.05.2008.

Handwritten signature/initials.



ANNEXURE 5: TITLE CERTIFICATE

C. D. Bhide

M. Com(Hons.) LL.B. (Advocate)

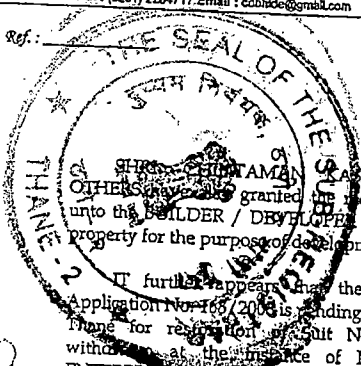
THANE : 306, Tulsityam CHS, Teen Hai Naka, Above Punjab & Sindh Bank, Thane (W) - 400 604. Tel. : 022 - 25826018

KALYAN : Sitavalebh Society, 1st Floor, Near Wel-come Hotel, Shriwaj Chowk, Kalyan (W) - 421 301. Tel: 0251 - 2211383

Tel/fax : (0251) 2204717, Email : cdbhide@gmail.com

Ref.:

Date: \_\_\_\_\_



SHREE CHINTAMAN KASHINATH BHOIR AND OTHERS have been granted the requisite Power of Attorney unto the BUILDER / DEVELOPER in respect of the aforesaid property for the purpose of development.

It further appears that there is one Miscellaneous Application No. 165/2008 is pending before Civil Judge (J.D.) at Thane for registration of Suit No. 308/1988 which was withdrawn at the instance of M/S. SHREE SAINATH ENTERPRISES AND OTHERS i.e. Plaintiff itself.

I therefore certify that subject to what is stated hereinabove the title of the "OWNERS" to the property in question is clear, marketable, free from reasonable doubts and encumbrances, and M/S. KAPSTONE CONSTRUCTIONS PVT LTD has sufficient rights to develop the said property described in the SCHEDULE hereunder written

SCHEDULE

ALL THAT PIECE AND PARCEL OF LAND lying and situated at Village Majiwade, Tal. And Dist Thane, within the limits of THANE MUNICIPAL CORPORATION, within registration District and sub-registration district Thane bearing:

S. No.	H. No.	Area H-R-P	Assessment Rs. Ps
30	3	0-42-8	3.44

Together with all easementary rights etc.,

*C. D. Bhide*  
(C. D. BHIDE)  
Advocate

ANNEXURE 5: TITLE CERTIFICATE

SEEMA PADHYE  
B.COM.LL.B.

Mob. 09967914638

ADVOCATE BOMBAY HIGH COURT

203, Pandurang Niwar,  
Vishalnagar, Naupada,  
Thane (W).

Ref.:

Date: 23/10/2009

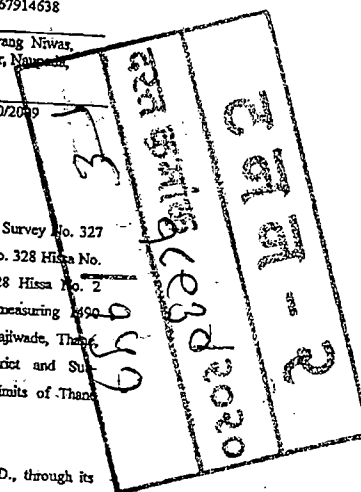
TITLE CERTIFICATE

Property Ref:- All that piece and parcel of plot of land, bearing Survey No. 327 Hissa No. 1 admeasuring 1010 sq.mtc., Survey No. 328 Hissa No. 1 admeasuring 200 sq.mts. and Survey No. 328 Hissa No. 2 admeasuring 280 sq.mts. thus in aggregate admeasuring 1490 sq.mts, lying, being and situated at Village Majiwade, Tal. Thane, Registration District and Sub-District Thane and within the limits of Thane Municipal Corporation.

On behalf of M/S. KAPSTONE CONSTRUCTIONS PVT. LTD., through its Director MR. BOMAN R. IRANI, I have investigated the title of the property above referred to :-

At the relevant time Shri Kashinath Danra Bhoir (hereinafter referred to as Said Kashinath) was the absolute Owner and fully seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of the land bearing Survey No. 327 Hissa No.1 admeasuring 1010 sq.mts, Survey No.328, Hissa No.1 admeasuring 200 sq.mts. and Survey No.328 Hissa No.2 admeasuring 280 sq.mts. thus in aggregate admeasuring 1490 sq.mts. situated at - Village Majiwade, Tal. & Dist. Thane, Registration District and Sub-District Thane and within the limits of Thane Municipal Corporation (hereinafter referred to as the 'said Land').

The Said Kashinath died intestate on or about 20/11/1976 leaving behind his widow Smt.Poshibal Kashinath Bhoir and three sons viz. Harish Chandra, Chintaman & Chandrakant and one married daughter Sakhubai Ravji Patil to succeed to and inherit the Said Land. Smt. Poshibal, widow of Said Kashinath died intestate on or about 04/01/1986.





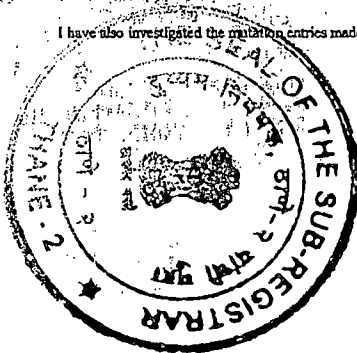
ANNEXURE 5: TITLE CERTIFICATE

Smt. Manikbai Chintaman Bhoir Smt. Ranjana Ramesh Madhvi, Smt. Chandrabhaga Devram Bhoir, Smt. Saraswati Chintaman Bhoir, Smt. Kamal Sadashiv Mhatre, Smt. Damayanti Chintaman Bhoir, Smt. Rekha Chintaman Bhoir, Shri Yogesh Chintaman Bhoir are the family members of Mr. Chintaman, Harishchandra, one of the sons of Said Kashinath died intestate on or about 15/07/1985. Smt. Sakhubai Ravji Patil, the married daughter of Said Kashinath made and executed a Release Deed dtd. 05/11/2004 registered at Sr. No. 8995/2004 in the office of Sub-Registrar, Thane and thereby she released, relinquished, surrendered and gave her share, right, title, claim and interest in the Said Land in favour of Mr. Chintaman Kashinath Bhoir, Smt. Bibhai Chandrakant Bhoir & Mr. Dilip Harishchandra Bhoir.

I have gone through the Deed of Conveyance dated 15<sup>th</sup> May 2008 lodged for registration under No. TNN2-04548-2008 dated 15.05.2008 (hereinafter referred to as 'said Deed of Conveyance') between Shri Chintaman Kashinath Bhoir, Smt. Manikbai Chintaman Bhoir Smt. Ranjana Ramesh Madhvi, Smt. Chandrabhaga Devram Bhoir, Smt. Saraswati Chintaman Bhoir alias Smt. Sumita Ranjan Kenj, Smt. Kamal Sadashiv Mhatre, Smt. Damayanti Chintaman Bhoir, Smt. Rekha Chintaman Bhoir, Shri Yogesh Chintaman Bhoir, Smt. Laxmibai Alias Tulsi Bai Harishchandra Bhoir, Shri Dilip Harishchandra Bhoir, Shri Purushottam Harishchandra Bhoir, Shri Dashrath Harishchandra Bhoir, Shri Deepak Harishchandra Bhoir, Smt. Alka Yaduraj Kawale, Smt. Sulochma Sajjan Pawar, Smt. Babibai Chandrakant Bhoir, Smt. Yamini Chandrakant Bhoir, Smt. Trupti Chandrakant Bhoir, Shri Kedar Chandrakant Bhoir, Shri Sachin Chandrakant Bhoir (hereinafter referred to as the 'said Vendors') AND Smt. Sakhubai Ravji Patil (hereinafter referred to as the 'said Confirming Party') AND Kapstone Constructions Pvt. Ltd., (hereinafter referred to as the 'said Purchasers') the said Property is transferred and conveyed in favour of M/s. Kapstone Constructions Pvt. Ltd. The said entry is effected on records of rights as per mutation Entry No. 2634.

I have perused 7/12 Extract in respect of the said land, which is standing in the name of Kapstone Constructions Pvt. Ltd.

I have also investigated the mutation entries made available to me for inspection.



ANNEXURE 5: TITLE CERTIFICATE

I have gone through the Public Notice issued by Advocate Shri Ratnakar D. Rashinkar for the 'said Land' in the Daily News Paper "The Free Press Journal" dtd 4<sup>th</sup> April 2006 and in Daily News Papers "Thane Vaidhavi" dtd 3<sup>rd</sup> March 2006 and invited objections from the Public if any for the said transaction.

I have gone through the Search Report of the said Land taken by Mr. Sanjay Shinde, Search Clerk, which was taken in the office of Sub-Registrar of Assurances Thane for the period of 29 years and no encumbrances/transactions are found have taken place in respect of the above Land as mentioned in the Search Report except entry of Deed of Release in the year 2004 mentioned hereinabove.

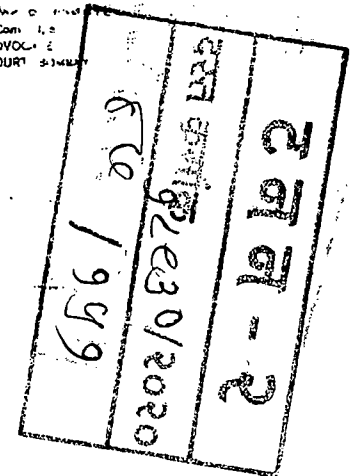
I have also checked Index II issued in favour of M/s. Kapstone Constructions Pvt. Ltd., through its Director Shri. Boman R. Irani through its Constituted Attorney Smt. Geeta Monkar dated 27.05.2008 of the said Deed of Conveyance.

I find that the title of the said M/s. Kapstone Constructions Pvt. Ltd., through its Director Shri. Boman R. Irani being the owner to the above referred property is free from the encumbrances and free from reasonable doubts and the said Owners have clear and marketable title to the above referred property.

Thane, dated on this 23<sup>rd</sup> day of October, 2009.

*S. Padhye*  
(Seema Padhye)  
Advocate.

Mrs. SEEMA D. PADHYE  
B. Com. I, II  
ADVOCATE  
HIGH COURT, BOMBAY



KISAN D. SUKRE  
B.A., LL.B.  
ADVOCATE-HIGH COURT

ANNEXURE 5: TITLE CERTIFICATE  
SHREE GANESH TOWERS CO-OP. HSG. SOC. LTD.,  
NEAR GAONDEVI BUS STOP, THANE (W) 400 602.  
PHONE: 2538 3204 E-mail: kisan\_sukre@yahoo.co.in

TITLE CERTIFICATE

Description of the Property :-

ALL THAT piece and parcel of land admeasuring 1122.15 Sq. Meters, lying being and situated at Survey No. 21/1, situated at Village Majiwade, Taluka and District Thane, within the limits of Thane Municipal Corporation and with the registration sub-district and registration District Thane, bearing number :-

On or towards East : Survey No. 386 Part  
On or towards West : Remaining land of S. No. 21/1  
On or towards South : Survey No. 20/2  
On or towards North : Remaining land of S. No. 21/1 & 30 M. HCMTR Line

(hereinafter referred to as 'The Said Property')

As per instructions of my clients M/s. Kapstone Constructions Pvt. Ltd., Having Office at : 6, Gurugovind Industrial Estate, Goregaon (East), Mumbai, I have investigated title of the said property. During the course of investigation I had an occasion to inspect the following documents :

- 1) The Village Form 7/12 Extract.
- 2) The Village. Form No. 6, Mutation entry Nos. 257, 1670, 1937, 2277, 2278.
- 3) The Development Agreement registered on 13/03/2003, registered under serial No. 1649/2003 with Sub-Registrar, Thane-1 executed between Shri. Kishore Babu Bhoir, Smt. Hausa Babu Bhoir, Smt. Anjali Janardan Mukadzm, Smt. Devkibai Krishna Bhoir, Shri. Baliram Atmaram Bhoir and Shri. Mangalprabhat Gumanmal Lodha.

KISAN D. SUKRE  
B.A., LL.B.  
ADVOCATE-HIGH COURT

ANNEXURE 5: TITLE CERTIFICATE  
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PHONE: 2538 3204 E-mail: kisan\_sukre@yahoo.co.in

- 4) The Power of Attorney executed by Shri. Kishore Babu Bhoir, Smt. Hausa Babu Bhoir, Smt. Anjali Janardan Mukadam, Smt. Devkibai Krishna Bhoir, Shri. Baliram Atmaram Bhoir in favour of Shri. Mangalprabhat Gumanmal Lodha.
- 5) The Agreement (Exchange of Development Rights) dated 28/03/2006, registered on 25/05/2006, registered under serial No. 4134/2006 with Sub-Registrar, Thane-2, executed between Mr. Ashok Udaisingh Varma and M/s. Kapstone Construction Pvt. Ltd., and Shri. Kishore Babu Bhoir, Smt. Hausa Babu Bhoir, Smt. Anjali Janardan Mukadam, Smt. Devkibai Krishna Bhoir, Shri. Baliram Atmaram Bhoir and Mangalprabhat Gumanmal Lodha.
- 6) The Power of Attorney dated 25/05/2006 executed by Mr. Mangalprabhat Gumanmal Lodha in favour of M/s. Kapstone Construction Pvt. Ltd.
- 7) The certificate issued by Adv. Pradip Garach in respect of Land situated at Survey No. 21, Hissa No. area admeasuring 0.61.2.

After perusal of the above mentioned documents and after considering the representations made in the concerned documents by the concerned persons, I express my opinion about the title of the said property as under :-

- 1) It revealed that, Shri. Babu Narayan Bhoir, Shri. Krishna Narayan Bhoir & Shri. Baliram Atmaram Bhoir, were joint owners and in possession and occupation of the land bearing Survey No. 21/1, admeasuring 0-61-2 (H-R-P), lying being and situated at Village Majiwade, Taluka and District Thane.
- 2) The said Shri. Babu Narayan Bhoir is expired and after his demise Shri. Kishore Babu Bhoir, Smt. Hausa Babu Bhoir & Smt. Anjali Janardan Mukadam are the legal heirs Shri. Babu Narayan Bhoir. Shri. Krishna Narayan Bhoir is also expired and after his demise

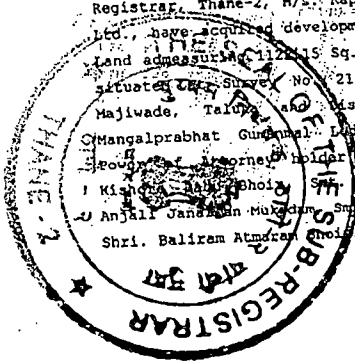
2019-2020  
2019-2020  
2019-2020

**KISAN D. SUKRE**  
B.A., LL.B.  
ADVOCATE - HIGH COURT

ANNEXURE 5: TITLE CERTIFICATE  
SHREE GANESH TOWERS CO-OP. HSG. SOC. LTD.,  
NEAR GAONDEVI BUS STOP, THANE (W) 400 602.  
PHONE: 2538 3204 E-mail: kisan\_sukre@yahoo.co.in

Smt. Devkibal Krishna Bhoir is the legal heir of the late Shri. Krishna Narayan Bhoir.

- 3) At present Shri. Kishore Babu Bhoir, Smt. Hausa Babu Bhoir, Smt. Anjali Janardan Mukadam, Smt. Devkibal Krishna Bhoir, Shri. Baliram Atmaram Bhoir, are the joint owners in respect of land bearing Survey No. 21/1, admeasuring 0-61-2 (H-R-P), lying being and situated at Village Majiwade, Taluka and District Thane.
- 4) Thereafter, by Development Agreement registered on 13/03/2003, registered under serial No. 1649/2003 with Sub-Registrar, Thane-1, executed by and between Shri. Kishore Babu Bhoir, Smt. Hausa Babu Bhoir, Smt. Anjali Janardan Mukadam, Smt. Devkibal Krishna Bhoir, Shri. Baliram Atmaram Bhoir being owners and Shri. Mangalprabhat Gumanmal Lodha being Developer, the owners have granted the Development rights in respect of the land bearing Survey No. 21/1, admeasuring 0-61-2 (H-R-P); lying being and situated at Village Majiwade, Taluka and District Thane, along with other property. The Said owners have also executed the Power of Attorney in favour of the Developer Shri. Mangalprabhat Gumanmal Lodha.
- 5) Thereafter, by Agreement (Exchange of Development Rights) dated 28/03/2006, registered on 25/05/2006, registered under serial No. 4134/2006 with Sub-Registrar, Thane-2, M/s. Kapstone Constructions Pvt. Ltd., have acquired development rights in respect of Land admeasuring 1122.15 Sq. Meters, lying being and situated at Survey No. 21/1, situated at Village Majiwade, Taluka and District Thane, from Mr. Mangalprabhat Gumanmal Lodha being Developer and Power of Attorney holder of Owners i. e. Shri. Kishore Babu Bhoir, Smt. Hausa Babu Bhoir, Smt. Anjali Janardan Mukadam, Smt. Devkibal Krishna Bhoir, Shri. Baliram Atmaram Bhoir.



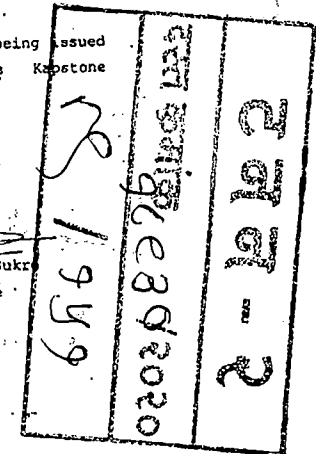
**KISAN D. SUKRE**  
B.A., LL.B.  
ADVOCATE - HIGH COURT

ANNEXURE 5: TITLE CERTIFICATE  
SHREE GANESH TOWERS CO-OP. HSG. SOC. LTD.,  
NEAR GAONDEVI BUS STOP, THANE (W) 400 602.  
PHONE: 2538 3204 E-mail: kisan\_sukre@yahoo.co.in

- 6) I have also caused a search to be taken through Akshar Consultancy in respect of the said property for 30 years from 1981 to 2010, in the records available in the office of Sub-Registrar, Thane. In the said Search Report I did not find any adverse entries for a period of 30 years preceding the date of Search.
- 7) In view to the above stated circumstances in my opinion the title of the present owners upon the said property appears to be clear, marketable and free from all encumbrances. In my opinion, the said Developers Kapstone Constructions Pvt. Ltd., have been lawfully appointed as the developers of the said property in terms of the said Agreements and Power of Attorney subject to the conditions stipulated therein.
- 8) In view to the above stated circumstances, and subject to necessary permissions from statutory authorities, I hereby certify that, Kapstone Constructions Pvt. Ltd., has acquired development rights in respect of Land admeasuring 1122.15 Sq. Meters, lying being and situated at Survey No. 21/1, situated at Village Majiwade, Taluka and District Thane and said property is clear and marketable.
- 9) Hence, this Title Certificate, which is being issued at the request of the developers Kapstone Constructions Pvt. Ltd.

Dated this 26<sup>th</sup> day of February 2011 at Thane.

Kisan D. Sukre  
Advocate



## ANNEXURE 5: TITLE CERTIFICATE

**C.D. BHIDE**

M.Com.(Hons.) LL.B.(Advocate)

## Kalyan:-

Sitavallabh Society, 1st Floor,  
Near Wel-Come Hotel,  
Shivaji Chowk, Kalyan (W) 421 301.

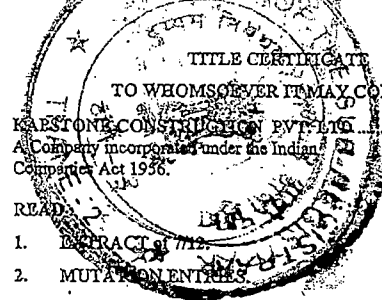
Ph. : 0251 - 2211383 Tele-Fax : 0251 - 2204717

## Thane :-

305, Tulsiashram CHS;  
Teenhat Naka,  
Above Punjab & Sindh Bank,  
Thane (W) 400 604.

File No.:-

Date :- 01.03.2011



**TITLE CERTIFICATE**  
**TO WHOMSOEVER IT MAY CONCERN**  
**KAPSTONE CONSTRUCTIONS PVT.LTD.**  
A Company incorporated under the Indian  
Companies Act 1956. **OWNERS / BUILDERS /**  
**DEVELOPERS**

## READ:-

1. CONTRACT No. 1112
2. MUTATION ENTRIES
3. ORDER under Urban land Ceiling Appeal No.35 of 8.
4. RELEASE DEED dated 07.05.2010 executed by and between SMT. ANUSAYA BEALCHANDRA VAITY & 5 OTHERS as "RELEASOR" and SHRI PUNDALIK SHINU VAITY & SHRI BHARAT SHINU VAITY as "RELESEE".
5. AGREEMENT FOR SALE dated 16.08.2010, between SHRI PUNDALIK SHINU VAITY (PATIL) & OTHERS as "VENDORS" and SHRI PURUSHOTTAM HARISHCHANDRA BHOIR & OTHERS as "PURCHASERS".

(TNN 5/8910 dated 16.08.2010)

6. PUBLIC NOTICE given by Advocate C.D.BHIDE in "LOKSATTA" Dated 15.05.2010 & "FREE PRESS JOURNAL" dated 19.05.2010.
7. DEED OF CONVEYANCE dated 08.10.2010, between SHRI PUNDALIK SHINU VAITY (PATIL) & OTHERS as "VENDORS" and KAPSTONE CONSTRUCTIONS PVT. LTD., as "PURCHASER" and SHRI PURUSHOTTAM HARISHCHANDRA BHOIR & OTHERS as "CONFIRMING PARTY".

(TNN 2/11543 dated 08.10.2010).

8. SEARCH REPORT :

## ANNEXURE 5: TITLE CERTIFICATE

**C.D. BHIDE**

M.Com.(Hons.) LL.B.(Advocate)

## Kalyan:-

Sitavallabh Society, 1st Floor,  
Near Wel-Come Hotel,  
Shivaji Chowk, Kalyan (W) 421 301.

Ph. : 0251 - 2211383 Tele-Fax : 0251 - 2204717

## Thane :-

305, Tulsiashram CHS;  
Teenhat Naka,  
Above Punjab & Sindh Bank,  
Thane (W) 400 604.

File No.:-

Date :-

IN this matter, the necessary search has been taken by Adv. Raimhari D Dhyarkar, at the office of Sub-Registrar of Assurances, Thane and the search report does not reveal any entry, which may come in the category of encumbrances.

THE property in question was the ancestral property of SMT SAGUNA SHINU VAITY.

SMT SAGUNA SHINU VAITY, had filed the necessary return under provision of Urban Land & Ceiling Act, 1976, and being aggrieved by the decision of the Competent Authority, further filed appeal to the Competent Authority bearing No.35. The Appellant Authority passed the necessary order on 30.04.1983, stating that the entire property including the property bearing Survey No.14, Hissa No.1 is "RETAINED" by the Owners and there is no surplus, vacant land.

THE said SMT SAGUNA SHINU VAITY, died intestate on 17.11.2008 leaving behind her SHRI PUNDALIK SHINU VAITY & OTHERS as the legal heirs.

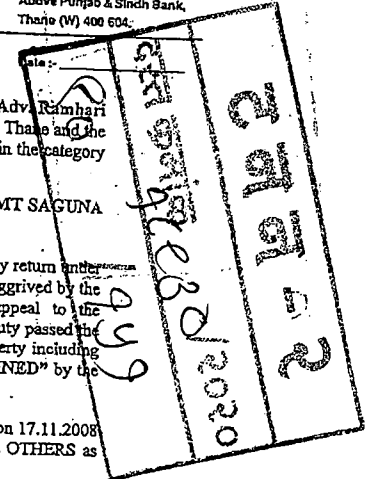
ONE of the CO-OWNER, SHRI JAYRAM SHINU VAITY, died intestate leaving behind him KAMAL JAYRAM VAITY & 4 OTHERS as the legal heirs.

ONE of the CO-OWNER SHRI MAHENDRA SHINU VAITY died intestate as Bachelor, leaving behind him SHRI PUNDALIK SHINU VAITY & OTHERS as the legal heirs.

BY a Release Deed dated 07.05.2010, the CO-OWNERS, SMT. ANUSAYA BEALCHANDRA VAITY & OTHERS, released, relinquished and/or surrendered their undivided right, Title and/or interest of the property in question in favour of SHRI PUNDALIK SHINU VAITY and SHRI BHARAT SHINU VAITY.

THE said Release Deed is duly registered at the office of Sub-Registrar of Assurances, Thane-Sunder their No. 5015/2010 dated 07.05.2010.

BY an Agreement for Sale dated 16.08.2010 the said SHRI PUNDALIK SHINU VAITY (PATIL) & OTHERS agreed to sell the property unto SHRI PURUSHOTTAM HARISHCHANDRA BHOIR & OTHERS.



# C.D. BHIDE

M.Com.(Hons.) L.L.B.(Advocate)

Kalyan:-  
Sitavallabh Society, 1st Floor,  
Near Wel-Come Hotel,  
Shivaji Chowk, Kalyan (W) 421 301.  
Ph. : 0251 - 2211393 Tele-Fax : 0251 - 2204717

Thane :-  
306, Tulashiyam CHS;  
Teenhat Naka,  
Above Punjab & Sindh Bank,  
Thane (W) 400 604.

File No.:-

Date :-

THE said Agreement is registered at the office of Sub-Registrar of Assurances, Thane - 5, under their No.8910 / 2010, dated 16.08.2010.

IN PURSUANCE to the abovesaid Agreement For Sale, the Owners and Shri. Purushottam Harishchandra Bhoir & Shri. Manish Dilip Sawant have conveyed the said property unto KAPSTONE CONSTRUCTIONS PVT LTD., vide Deed of Conveyance dated 08.10.2010, which is duly registered at the office of Sub-registrar of Assurances, Thane-2 under No. 11543/2010 dated 08.10.2010.

OUT of the total land admeasuring about 55 R, the land admeasuring about 2670 Sq.mtrs., is under acquisition of Pipeline, Road etc, and therefore the present owners herein, have purchased the land admeasuring about 2830 Sq.mtrs vide aforesaid Conveyance.

AFTER execution and registration of the said Deed of Conveyance, the said KAPSTONE CONSTRUCTIONS PVT LTD., - mutated their name in the revenue and other records vide mutation entry No. 2754 and started enjoying the said property as the absolute owner thereof.

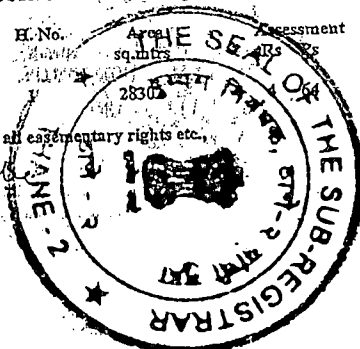
ON perusal of the above mentioned documents and on the basis of the searches taken by Advocate Ramhari Dhyarkar, I certify that, the title of the "OWNER" to the property described in the SCHEDULE hereunder written is clear, marketable and free from reasonable doubts and encumbrances.

**SCHEDULE**  
ALL THAT-PIECE AND PARCEL OF LAND lying and situate at Village MAJTWADE, Taluka & District Thane, within the registration Dist. & Sub-Registration Dist. Thane, within the limits of THANE MUNICIPAL CORPORATION, bearing:

S. No. H. No. Area Assessment  
sq.mtrs  
14 2830

Together with all easementary rights etc.

(C.D. BHIDE)  
ADVOCATE



Pradip Garakh  
Advocate  
High Court, Bombay

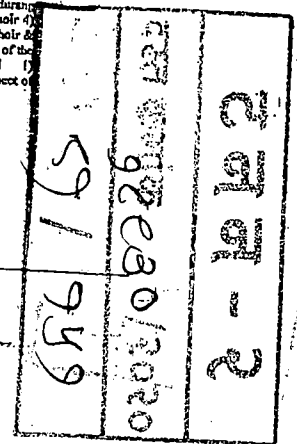
6, R.C.-470 Apartments,  
L.D.B. Road, Kharavi,  
Kurla (West), Mumbai - 400 070  
Phone : 5600 2167

### REPORT ON TITLE

Mr. Mangal Prabhakar Lodha  
Re: Property bearing Survey No. 27 Hissa No. 1 Survey No. 28 Hissa No. 2 Survey No. 34 Hissa No. 5 Survey No. 34 Hissa No. 1 Survey No. 34 Hissa No. 3 Survey No. 34 Hissa No. 9 admeasuring 38.5 Aar 35.5 Aar 57.9 Aar 14.2 Aar and 23.6 Aar 1.8 Aar or thereabouts respectively situate at Village Majtwade District Thane.

- I have prepared this Report on Title in respect of the above property on the basis of the searches caused to be taken by Shri D.K. Patil, in the office of the Sub-Registrar of Assurances at Thane and the various extracts namely 7/12 extract and 6/12 extract that have been furnished to me. On perusal of the above Search Report & Extracts of Revenue Record, I observe as under.
- As recorded in Mutation Entry No. 671 dated 11/06/1949 on the death of Narayan Dharma Bhoir on 01/09/1948 names of his legal heirs 1) Yeshwant Narayan Bhoir 2) Ramchandra Narayan Bhoir 3) Raghunath Narayan Bhoir 4) Pandurang Narayan Bhoir last two 3 & 4 minors represented by the their father and natural guardian Narayan Dharma Bhoir.
- As recorded in Mutation Entry No. 1695 dated 13/03/1974 Pandurang Narayan Bhoir share in respect of the aforesaid property recorded in 7/12 extract in respect of the above property by reason of Partition taken placed amongst 1) Pandurang Narayan Bhoir 2) Yeshwant Narayan Bhoir 3) Ramchandra Narayan Bhoir 4) Raghunath Narayan Bhoir and as such names of the 1) Yeshwant Narayan Bhoir 2) Ramchandra Narayan Bhoir 3) Raghunath Narayan Bhoir were deleted accordingly.
- As per Mutation Entry No. 791 the said property has been declared as a fragment.
- As per Mutation Entry No. 1640 insolvency of the Wogh & Measure Act and Indian Coinage Act was recorded.
- By an Development Agreement dated 06/07/2004 between 1) Pandurang Narayan Bhoir 2) Subhdra Pandurang Bhoir 3) Ramesh Pandurang Bhoir 4) Laxmi Kishor Dharat 5) Asha Vikram Bhoir 6) Santosh Pandurang Bhoir & 7) Savita Pandurang Bhoir of the One Part and Mangal Prabhakar Lodha of the Other Part and registered under sp. S286 on 06/04/2004 the said Pandurang Narayan Bhoir and others granted development rights in respect of the said property to Mangal Prabhakar Lodha.

Contd.2



ANNEXURE 5 : TITLE CERTIFICATE

Pradip Garach  
Advocate  
High Court, Bombay

6, Roz-a-Rio Apartments,  
L. B. S. Road, Kaman,  
Kurla (West), Mumbai - 400 070  
Phone : 8500 5187

ADDENDA

1. The Property bearing Survey No. 27 Hissa No. 1  
admeasuring 128.70 aqr. or thereabouts respectively situate  
in Villages Majewade District Thane.

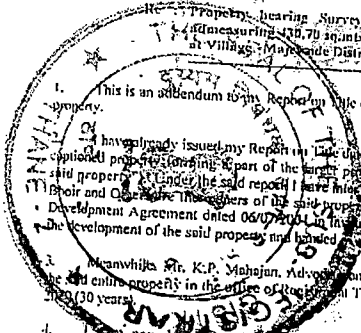
2. This is an addendum to the Report on Title dated 31<sup>st</sup> January, 2007 for the above  
property.

3. I have already issued my Report on Title dated 31<sup>st</sup> January, 2007 in respect of the  
said property (hereinafter referred to as 'the property') and under the said report I have inter alia certified that Pandurang Narayan  
Bhoir and Others the owners of the said property who have executed and registered  
Development Agreement dated 06/07/2004 in favour of Shri. Mangal Prabhat Lodha for  
the development of the said property and handed over possession thereof.

4. Meanwhile Mr. K.P. Mahajan, Advocate since again taken Search in respect of  
the said entire property in the office of Registrar Thane for period for the year 1980 to  
1990 (30 years).

5. The same has now been done with Search Report dated 19/05/2009 of Mr. K.P.  
Mahajan, Advocate and other documents in respect of the above property and on perusal  
thereof, following position emerges :-

- a) By Declaration dated 03/10/2007 executed and registered under No.  
TNN2-07185 of 2007 by Shri. Mangal Prabhat Lodha inter alia declaring  
therein that he has released transferred and assigned to Shree Saijali  
Enterprises benefits and advantages of herein referred Development  
Agreement dated 06/07/2004 together with liabilities and obligations  
therein and together with benefit of permission and sanction of building  
plan for several properties which includes the mentioned property.
- b) By Power of Attorney dated 22/11/2007 executed by Pandurang Narayan  
Bhoir and Others being landowners in favour of Mangal Prabhat Lodha  
and another (Donees) conferring upon donees for lodging the Deed of  
Conveyance as and when executed by the said Owners and admit  
execution thereof.
- c) By Deed of Mortgage dated 18/09/2007 executed by and between Lodha  
Estate Private Limited and 1 Others alongwith Lodha III-Rise Builders  
Private Limited (Issuers) and Lodha Developers Private Limited (LDPL)  
and Mangal Prabhat Lodha and 2 Others (Promoters) in favour of ICICI



ANNEXURE 5 : TITLE CERTIFICATE

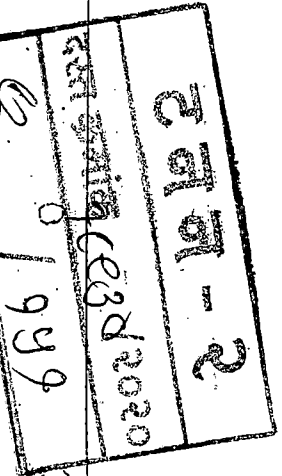
- 7. In terms of the Development Agreement aforesaid, while a total consideration  
of Rs 1,42,40,400/- has been agreed to be paid by the Mangal Prabhat  
Lodha the said -1) Pandurang Narayan Bhoir and others in respect of said  
property, a sum of Rs 77,12,600/- has been paid.
- 8. By a Power of Attorney dated 06/07/2004 and registered with the office of the  
Sub Registrar of Assurances at Thane under Serial No 268 of 2004, the said  
1) Pandurang Narayan Bhoir and others have granted unto the Mangal  
Prabhat Lodha for the development of the said property.
- 9. Advertisements in the local newspapers have not been given inviting claim  
from the public.
- 10. Under the aforesaid circumstances and subject to what is stated herein above,  
in my view, 1) Pandurang Narayan Bhoir and others are the present owners  
in respect of the said property and on obtaining formal N.A Order and  
permission under ULC Act, if required, Mangal Prabhat Lodha has  
Development rights in respect thereof.

THE SCHEDULE ABOVE REFERRED TO

Property bearing Survey No. 27 Hissa No. 1 Survey No. 28 Hissa No. 2  
Survey No.30 Hissa No. 5 Survey No. 34 Hissa No. 1 Survey No.34 Hissa No.3  
Survey No. 34 Hissa No. 9 admeasuring 36.6 Aar 35.5 Aar 57.9 Aar 14.2 Aar  
and 23.5 Aar 1.8 Aar or thereabouts respectively situate at Village Majewade  
District Thane.

Dated this 31<sup>st</sup> day of January, 2007.

*Garach*  
(Pradip Garach)  
Advocate High Court Bombay



ANNEXURE 5: TITLE CERTIFICATE

Trusteeship Services Limited for the benefit of Cowtown Land Development Private Limited wherein the said property was forming a part of the mortgaged property which had been mortgaged in terms thereof.

4. By indenture of Release and Re-Conveyance dated 24<sup>th</sup> September, 2009 executed and registered under No. TNN2-8747 of 2009 by CBI Trusteeship Services Limited and Cowtown Land Development Private Limited in favour of Lodha Estate Private Limited and Others which includes Shri. Mangal Prabhat Lodha wherein the said CBI has released and re-conveyed to Lodha Estate Private Limited and Others the portion of the property comprised in Survey No.30 Hissa No.5 admeasuring 430.70 sq.mts. on terms and condition stated therein.

5. Save and except what is stated hereabove and documents referred in my report, there is no further document found to be registered which adversely affects the Title of Shree Salnath Enterprises / Mangal Prabhat Lodha in respect of the above property was found to be registered.

6. In the premises aforesaid, I once again confirm that Pandurang Narayan Bhoir and Others are the Owners of the said property and Shree Salnath Enterprises / Mangal Prabhat Lodha as a Developer, as the case may be, are entitled to the development rights in respect thereof.

THE SCHEDULE ABOVE REFERRED TO:

Property bearing Survey No. Survey No.30 Hissa No. 5 admeasuring 430.70 sq.mts. or thereabouts respectively situate at Village Majiwade District Thane.

Dated this 21<sup>st</sup> day of September, 2009.

*Pradip Gajrech*  
(Pradip Gajrech)  
Advocate High Court Bombay



ANNEXURE 5: TITLE CERTIFICATE

Pradip Gajrech  
Advocate  
High Court, Bombay

6, Rose-Rio Apartments,  
L. G. S. Road, Kharavi,  
Kharavi, Mumbai - 400 070  
Phone - 8500 5157

TO WHOMSOEVER IT MAY CONCERN

Re: Property bearing Survey No 28 Hissa No 3, Survey No 30 Hissa No 6 admeasuring 15.7 Agr and 11.4 Agr of thereabouts situate at Village Majiwade District Thane.

This is Addenda to my Report on Title dated 31/01/2007 for the above property.

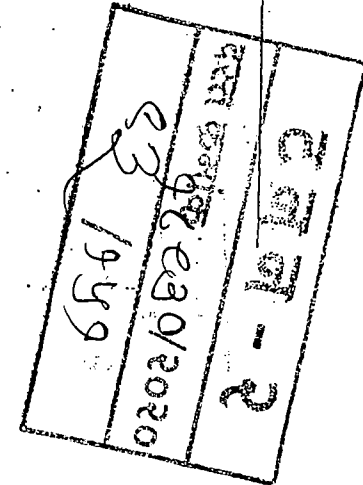
I have further perused following document records available and produced before me for my inspection. On perusal of the said document and also gathered information and explanation the following position emerges.

By Deed of Confirmation dated 21/07/2005 executed by 1) Homant (Dhanaji Bhoir 2) Arun Prabhakar Bahire and 3) Subhash Laxman Bhoir and registered under No. 4726 of 2005 on 21/07/2005, the said Homant Dhanaji Bhoir and others had confirmed the Development Agreement dated 14/07/2005 executed by the said Dhanaji Narayan Bhoir and others in favour of M/s Lodha Estate Pvt. Ltd. granting development rights upon the terms and conditions therein stated.

In the premises aforesaid, the Report on Title dated 31/01/2007 stand modified by incorporating the aforesaid document.

Dated this 18<sup>th</sup> day of September, 2007.

*Pradip Gajrech*  
(Pradip Gajrech)  
Advocate High Court Bombay



ANNEXURE 5: TITLE CERTIFICATE

16

Pradip Garnich  
Advocate,  
High Court, Bombay

5, Ram-9-6/A Apartments,  
L.B.S. Road, Karmali,  
Kofis (West), Mumbai - 400 070  
Phone-25826 3167

REPORT ON TITLE

(Ex-Parte)

M/s. Lodha Estate Pvt. Ltd.

Part I

Property bearing Striver No. 28 Hissa No. 3, Survey No. 30 Hissa No. 6 admeasuring 15.7 Aar and 11.4 Aar or thereabouts, respectively situate at Village Majawade District Thane.

I have prepared this Report on Title in respect of the above property on the searches to be taken by Shri D.K. Patil, in the office of the Registrar of Assurances at Thane and the various extracts namely 7/12 extract and 7/12 extract that have been furnished to me. On perusal of the said Search Report & Extracts of Revenue Record, I observe as under.

As recorded in Mutation Entry No. 732 dated 18/04/1951 Narayan Deo Bhoir had purchased the property bearing Survey No. 30 Hissa No. 6 from Bedya Hissa Bhoir.

As per Mutation Entry No. 791 the said property has been declared as a

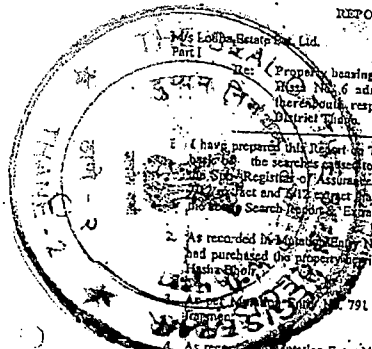
As per Mutation Entry No. 1544 on 17/01/1969, on the death of the Narayan Deo Bhoir on 09/07/1965, names of his heirs 1) Devkibai Narayan Bhoir 2) Laxman Narayan Bhoir 3) Bhaskar Narayan Bhoir 4) Dhanaji Narayan Bhoir 5) Vihabai Ojhasan Patil were entered in the 7/12 extract of the said property.

As per Mutation Entry No. 1640 enactment of the Weight and Measure Act and Indian Coinage Act was recorded.

As recorded in Mutation Entry No. 1612 dated 30/09/1971, Tenancy Certificate NO. 132 dated 13/04/1970 was issued under section 32 C of Bombay Agriculture & Tenancy Act, 1958 and on payment of the consideration thereunder by the Narayan Deo Bhoir, name of the original owner viz. Maldan Gussa Kard was deleted from the officer rights column and name of the Narayan Deo Bhoir was entered in the 7/12 extract as a owner of the said property bearing Survey No. 28 Hissa no. 3.

As recorded in Mutation Entry No. 1754 dated 05/09/1977 on the death of Laxman Narayan Bhoir in the year 1951 names of his heirs 1) Janubai Laxman Bhoir 2) Pandurang Laxman Bhoir 3) Subhash Laxman Bhoir 4)

Contd...2



ANNEXURE 5: TITLE CERTIFICATE

Bhagwan Laxman Bhoir 5) Tarabai Laxman Bhoir 6) Varad Laxman Bhoir & 7) Nimin Laxman Bhoir (last nos 6 & 7 minors represented by the father and natural guardian Lalal Laxman Bhoir were entered in 7/12 extract of the property bearing Survey No. 30 Hissa No. 6

By a Development Agreement dated 14/07/2005 made between 1) Dhanaji Narayan Bhoir 2) Jijay Dhanaji Bhoir 3) Pralad-Dhanaji Bhoir 4) Mahesh Dhanaji Bhoir 5) Bhaskar Narayan Bhoir 6) Manohar Bhoir 7) Vihabai Bhoir 8) Subhash Bhoir 9) Narada Hrishchandra-Veladayan & Surekha Anil Veladayan 10) Lalbal Laxman Bhoir 11) Pandrik Laxman Bhoir 12) Bhagwan Laxman Bhoir 13) Tarnbal Surendra Bhoir 14) Vasanti Dayanid Hajar 15) Nimala Ashok Patil 16) Dattatraya Gajanan Patil 17) Jagan Gajanan Patil 18) Nilkanth Gajanan Bhoir 19) Naina Arun Mhatre 20) Raibai Barku Patil 21) Vimal Ramnath Patil of the One Part and Lodha Estate Pvt. Ltd. of the Other Part, the said 1) Dhanaji Narayan Bhoir & others and registered under serial no. 4600 of 2005 on 14/07/2005 granted development rights in respect of the said property to Lodha Estate Pvt. Ltd.

10. In terms of the Development Agreement aforesaid, while a total consideration of Rs.38,87,766/- has been agreed to be paid by the Lodha Estate Pvt. Ltd. to the said 1) Dhanaji Narayan Bhoir and others in respect of said property, sum of Rs.37,84,000/- has been paid.

11. By a Power of Attorney dated 14/07/2005 and registered with the office of the Sub Registrar of Assurances at Thane under Serial No 345 of 2005, the said 1) Dhanaji Narayan Bhoir and others have granted unto the directors Lodha Estate Pvt. Ltd., for the development of the said property alongwith property bearing Survey No. 29 Hissa No. 5

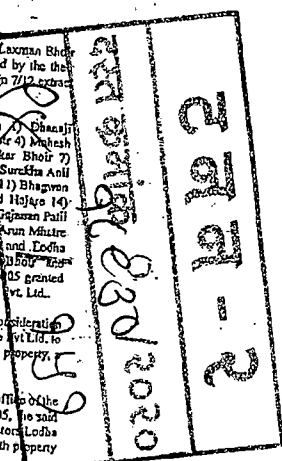
12. Advertisements in the local newspapers have not been given inviting claims from the public.

13. By an Order, dated 28/08/1984 passed under section 3(e) of Urban Land Ceiling Act the said land is declared withing ceiling limit.

14. Under the aforesaid circumstances and subject to what is stated hereinafore, in my view, 1) Dhanaji Narayan Bhoir & Ors are the present owners in respect of the said property and on obtaining formal N.A. Order and Lodha Estate Pvt. Ltd. has Development rights in respect thereof.

Dated this 31<sup>st</sup> day of January, 2007.

*Pradip Garnich*  
(Pradip Garnich)  
Advocate High Court Bombay





**C.D. BHIDE**

M Com. (Hons.) LL.B. (Advocate)

Kalyan:-  
Sitavallabh Society, 1st Floor,  
Near Wel-Come Hotel,  
Shivaji Chowk, Kalyan (W) 421 301.  
Ph.: 0251 - 2211393 Tele-Fax : 0251 - 2204717

Thane:-  
306, Tulsiashyam CHS.,  
Teenhar Naka,  
Above Punjab & Sindh Bank,  
Thane (W) 400 604.

File No. S-2324

Date: 16-11-2010

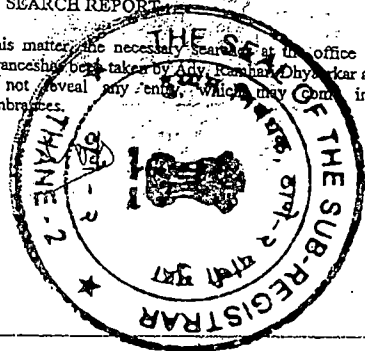
TITLE CERTIFICATE  
TO WHOMSOEVER IT MAY CONCERN

KAPSTONE CONSTRUCTION PVT. LTD ... OWNERS/BUILDERS  
A Company incorporated under the Indian Companies Act 1956. /DEVELOPERS

## READ :

1. EXTRACT of 7/12.
2. MUTATION ENTRIES.
3. AGREEMENT FOR SALE dated 01.12.1991, between SHRI DINSHA KAWASJI AS "VENDOR" and SHRI. DILIP HARISHCHANDRA BHOIR as "PURCHASER". (TNN 2/8697 dated 24.09.2009)
4. PUBLIC NOTICE given by Advocate ARUNA B. BHUJBAL in "DINMAN" Dated 15.09.2009.
5. DEED OF CONVEYANCE dated 24.09.2009, between SHRI DINSHA KAWASJI as "VENDOR" and SHRI. DILIP HARISHCHANDRA BHOIR, as "PURCHASER". (TNN 2/8701 dated 24.09.2009).
6. DEED OF CONVEYANCE dated 24.09.2009, between SHRI DILIP HARISHCHANDRA BHOIR, as "VENDOR" and KAPSTONE CONSTRUCTION PVT. LTD. as "PURCHASER". (TNN 2/8703 dated 24.09.2009).
7. SEARCH REPORT.

IN this matter, the necessary search at the office of Sub-Registrar of Assurances has been taken by Adv. Ramesh Dhyekar and the search report does not reveal any entries, which may come in the category of encumbrances.

**C.D. BHIDE**

M Com. (Hons.) LL.B. (Advocate)

Kalyan:-  
Sitavallabh Society, 1st Floor,  
Near Wel-Come Hotel,  
Shivaji Chowk, Kalyan (W) 421 301.  
Ph.: 0251 - 2211393 Tele-Fax : 0251 - 2204717

Thane:-  
306, Tulsiashyam CHS.,  
Teenhar Naka,  
Above Punjab & Sindh Bank,  
Thane (W) 400 604.

File No.

Date :

THE property in question was belonging to one DINSHA KAWASJI.

BY an Agreement for Sale dated 01.12.1991, the said DINSHA KAWASJI agreed to sell the property unto SHRI DILIP HARISHCHANDRA BHOIR.

THE said Agreement is registered by executing a Deed of Confirmation, dated 24.09.2009, which is duly registered at the office of Sub-Registration of Assurances, Thane - 2, under their No.8697 / 2009, dated 24.09.2009.

FURTHER by a Deed of Conveyance dated 24.09.2009 the said DINSHA KAWASJI sold the said property in question unto SHRI DILIP HARISHCHANDRA BHOIR in pursuance to the above said Agreement.

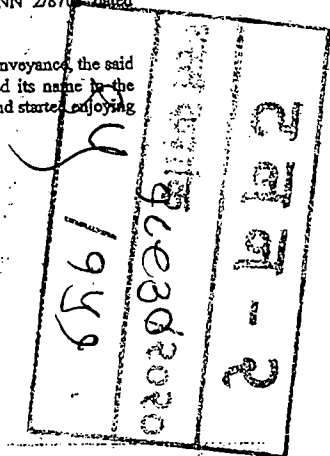
THE said Deed of Conveyance is duly registered at the office of Sub-registrar of Assurances, Thane-2 under No. 8701 dated 24.09.2009.

AFTER execution and registration of the said Deed of Conveyance, the said SHRI DILIP HARISHCHANDRA BHOIR mutated his name in the revenue and other records vide mutation entry No. 2706 and started enjoying the said property as the absolute owner thereof.

FURTHER the said SHRI DILIP HARISHCHANDRA BHOIR sold the property in question unto KAPSTONE CONSTRUCTIONS PVT. LTD., vide Deed of Conveyance dated 24.09.2009.

THE said Deed of Conveyance is duly registered at the office of Sub-registrar of Assurances, Thane - 2 under their No. TNN 2/8703 dated 24.09.2009.

AFTER execution and registration of the said Deed of Conveyance, the said KAPSTONE CONSTRUCTIONS PVT. LTD., mutated its name in the revenue and other records vide mutation entry No. 2708 and started enjoying the said property as the absolute owner thereof.



ANNEXURE 5: TITLE CERTIFICATE

**C.D. BHIDE**

M Com. (Hons.) LL.B. (Advocate)

Kalyan:-

Sivallabh Society, 1st Floor,  
Near Wel-Come Hotel,  
Shivaji Chowk, Kalyan (W) 421 301.  
Ph.: 0251 - 2211393 Tele-Fax: 0251 - 2204217

Thane:-

306, Tulsihyam CHS.,  
Teenbat Naka,  
Above Punjab's Sindh Bank,  
Thane (W) 400 604.

File No. \_\_\_\_\_

Date: \_\_\_\_\_

ON perusal of the above mentioned documents and on the basis of the searches taken by Advocate Ramji Dnyakar, I certify that, the title of the **OWNER** of the property described in the SCHEDULE hereunder written is clear, marketable and free from reasonable doubts and encumbrances.

ALL THE PIECES/PARCELS OF LAND lying and situate at Village MAJIWADE, Taluka District Thane, within the registration Dist. & Sub-Registration Dist. Thane, within the limits of THANE MUNICIPAL CORPORATION, bearing:

Survey No.	Hissa No.	Area H - R - P
30	7	0 - 3 - 5. = 350 sq.mts.

together with all easement rights etc.

*C.D. Bhide*  
(C. D. BHIDE)  
ADVOCATE

ANNEXURE 5: TITLE CERTIFICATE

ADV. AKASH RAJARAM KARADI  
ADVOCATE HIGH COURT  
RCOM, LL.B.

VISHNU KRIPA, 1<sup>ST</sup> FLOOR, H. NO. 1, KAWAD,  
POST. ANGAON, TAL. BHIWANDI,  
DIST. THANE  
Mobile No: 9822848740  
E-mail: akash339@gmail.com

To,  
Kapstone Constructions Pvt. Ltd.  
702, Natraj, M.V. Road Junction,  
Western Express Highway,  
Andheri (East), Mumbai - 400 069

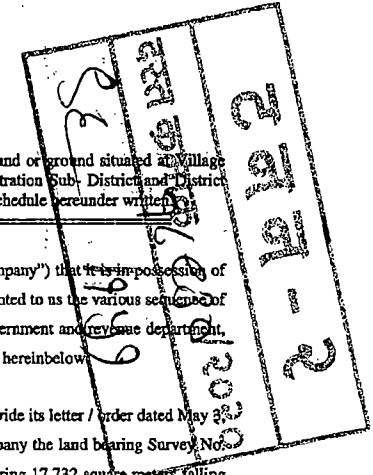
Sirs,

**REPORT ON TITLE**

Re: In the matter of all those piece or parcels of land or ground situated at Village Majiwade, Taluka and District Thane in the Registration Sub-District and District Thane, Thane and more particularly written in the Schedule hereunder written.

We have been informed by Kapstone Constructions Pvt. Ltd. ("Company") that it is in possession of the Property (as mentioned in the Schedule herein) and have represented to us the various sequence of events as well as shared the copies of the correspondence with Government and revenue department, court pleadings, court orders and other related documents mentioned hereinbelow.

1. The Revenue and Forest Department Mantralaya, Mumbai, has vide its letter / order dated May 28, 2010 bearing no. Land 2708/ CN/ 28/ L-4 allotted to the Company the land bearing Survey No. 386/1 of Village Majiwade Taluka and District Thane admeasuring 17,732 square meters falling within the Special Township ("Government Land"). The Government Land was agreed to be allotted as Occupant Class II Land at market value prevailing in the year 2010.
2. On failure to allot the Government Land in terms of the allotment order to the Company, Writ Petition 840/2012 was filed by the Company before the Bombay High Court to give effect to the said allotment letter in which the Bombay High Court vide order dated 1<sup>st</sup> March 2012 directed the Government to take necessary steps to grant/ lease/transfer of the land bearing Survey No. 386/1 admeasuring area 48,768.96 Sq.mtrs. to the Company as Occupant class II.
3. Thereafter for non compliance of High Court Order dated 1<sup>st</sup> March 2012 by the Government, the Company filed a Contempt Petition No. 312/2012 before High Court. The Government of Maharashtra filed a Review Petition against Order dated 1<sup>st</sup> March 2012 for recalling, reviewing and / or modifying the order dated 1<sup>st</sup> March 2012 passed by the Hon'ble Bombay High Court in Writ Petition No. 840/2012. The review petition was dismissed by the Bombay High Court vide order dated 22<sup>nd</sup> August 2013.

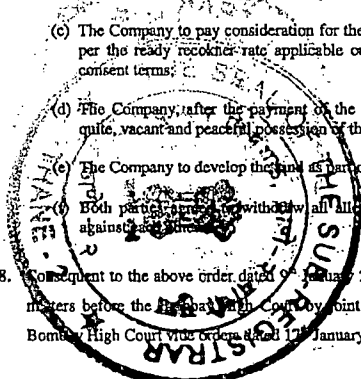


## ANNEXURE 5 : TITLE CERTIFICATE

ADV. AKASH KARADI

CONTINUATION SHEET

4. The Government of Maharashtra filed Special Leave Petition No. 17682 of 2013 in Supreme Court for challenging the Order dated 22<sup>nd</sup> August 2013 of Review Petition as well as the main Order dated 1<sup>st</sup> March 2012 in Writ Petition No. 840/2012. In this matter, the Supreme Court ordered for status quo to land in question vide order dated 8<sup>th</sup> October 2013.
5. Subsequently the Company filed a new Writ Petition No. 1437 of 2013, in view of the Location Clearance Corrigendum making a reduction of area from 48768 sq.mtrs to 17732 sq.mtrs and to confer the title of the land admeasuring 67,278,66 Sq.mtrs and hand over the possession to the Company to execute the Special Township Project.
6. The Government of Maharashtra had approached the Supreme Court in Civil Appeal no. 7949-7950/2014 against orders passed in the Writ Petitions before the Bombay High Court.
7. Both parties amicably settled their disputes by filing a consent terms dated 3<sup>rd</sup> January 2018 before the Supreme Court which vide order dated 9<sup>th</sup> January 2018 passed in Civil Appeal no. 7949-7950/2014 inter alia provided as under:
  - (a) Company to be allotted all that piece and parcel of land bearing survey no. 386 admeasuring 39,985.57 square meters situated at Village Majiwade, Taluka Thane.
  - (b) The above land admeasuring 39,985.57 square meters to include:
    - (i) An area admeasuring 17,732.00 square meters as per terms and conditions as stated in the allotment letter dated 03.05.2010 issued by the Revenue and Forest Department;
    - (ii) An area admeasuring 14,985.30 square meters which is under Nalla and further that no construction to be undertaken thereon and
    - (iii) An area admeasuring 7288.27 square meters which is in form of small pieces of land.
  - (c) The Company to pay consideration for the land admeasuring 39,985.57 square meters as per the ready reckoner rate applicable on the day and date when the parties sign the consent terms;
  - (d) The Company, after the payment of the consideration to continue to hold and occupy quiet, vacant and peaceful possession of the land;
  - (e) The Company to develop the land as part of Special Township Project;
  - (f) Both parties have withdrawn all allegations and claims and proceedings instituted against each other.
8. Subsequent to the above order dated 9<sup>th</sup> January 2018, both parties have withdrawn the pending matters before the Supreme Court by joint application which have been accepted by the Bombay High Court vide orders dated 17<sup>th</sup> January 2018 and 23<sup>rd</sup> January 2018



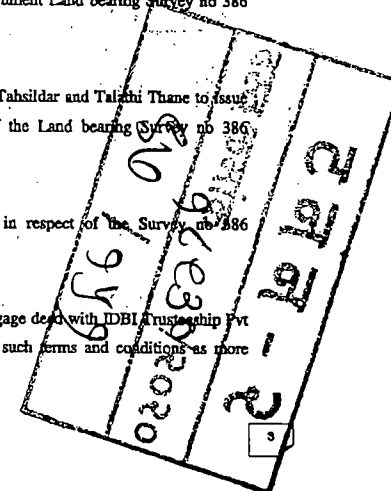
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## ANNEXURE 5 : TITLE CERTIFICATE

ADV. AKASH KARADI

CONTINUATION SHEET

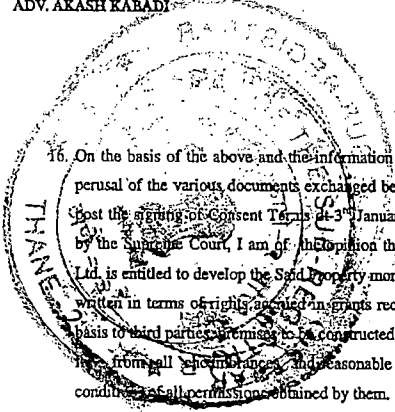
9. Vide letter dated 23<sup>rd</sup> March 2018, the State of Maharashtra issued orders for allotment of the Government Land bearing Survey no 386 admeasuring 39985 sq meters as well as the Tahsildar Thane vide his communication dated 23<sup>rd</sup> March 2018 issued a demand order for payment of Rs.115,55,66,500/- (Rupees One Hundred Fifteen Crores Fifty Five Lakhs Sixty Six Thousand Five Hundred only) on the Company
10. The Company deposited the payment of Rs.115,55,66,500/- (Rupees One Hundred Fifteen Crores Fifty Five Lakhs Sixty Six Thousand Five Hundred only) with the Revenue authorities basis which a receipt dated 11<sup>th</sup> April 2018 was issued to the Company confirming receipt of the payment of Rs.115.55 crores.
11. The Collector Thane vide his communication dated 8<sup>th</sup> May 2018 allotted the land admeasuring appx 39985 sq meters to the Company subsequent to the payment of Rs.115,55,66,500/- (Rupees One Hundred Fifteen Crores Fifty Five Lakhs Sixty Six Thousand Five Hundred only) to the Government treasury.
12. Subsequent to the request made to the office of Deputy Superintendent of Land Revenue, Thane by the Company for subdivision of land as well as mutation. Post completion of procedural requirements, the Deputy Superintendent of Land Revenue vide his on 31<sup>st</sup> August 2018 issued Form 12 in favour of the Company in respect of the Government Land bearing Survey no 386 admeasuring appx 39985 sq meters.
13. The Company has made request and representations to the Tahsildar and Talathi Thane to issue 7\_12 extract in the name of the Company in respect of the Land bearing Survey no 386 admeasuring appx 39985 sq meters which is awaited shortly.
14. There are no suits and other proceedings filed/pending in respect of the Survey no 386 admeasuring appx 39985 sq meters.
15. The Company has taken Project Finance and executed mortgage deed with IDBI Trustee Pvt Ltd on behalf of Piramal Housing & Finance Limited on such terms and conditions as more specifically stated in the in the Mortgage Deed therein



## ANNEXURE 5 : TITLE CERTIFICATE

ADV. AKASH KABADI

CONTINUATION SHEET



16. On the basis of the above and the information given by the Company and in furtherance to the perusal of the various documents exchanged between the Company and the Revenue Authorities post the signing of Consent Terms dt-3<sup>rd</sup> January 2018 and order dated 9th January 2018 passed by the Supreme Court, I am of the opinion that the Company i.e. Kapstone Constructions Pvt. Ltd. is entitled to develop the Said Property more particularly described in the Schedule hereunder written in terms of rights acquired in grants received in various letters and to sell on ownership basis to third parties premises to be constructed on the Said Property with clear, marketable title, free from all encumbrances and reasonable doubts and after compliance with the terms and conditions of all permissions obtained by them.

SCHEDULETHE SAID PROPERTY ABOVE REFERRED TO:

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, that is to say:

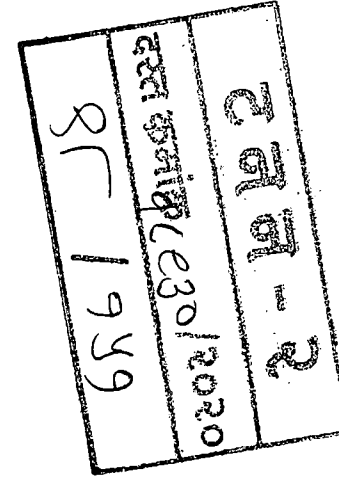
Sr.No	Survey No	Area In Sq mtr
1	386/1	39,985.57 square

On or towards the East	:	Nalla No.7
On or towards the West	:	30 mtrs. HCMTR
On or towards the North	:	Survey No. 16 (pt) of Village Majiwade
On or towards the South	:	Survey No. 49 (pt) of Village Majiwade.

Place: Thane

Dated : 3<sup>rd</sup> November 2018

Sd/-  
[Akash R. Kabadi]  
Advocate





दिनांक 20/9/2018

पत्राचार विभाग, मुंबई

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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पत्राचार विभाग, मुंबई

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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पत्राचार विभाग, मुंबई

20/9/2018  
 20/9/2018  
 20/9/2018

ANNEXURE 6:7/12 EXTRACTS

ट न व - ३  
गांव नमुना बारा (अधिकार अभिलेख पत्रक)

ज. सं. १५०० / १५११  
भूमि क्रमांक १५०० / १५११

गांव माजिकडे  
तालुका वाठो

भूमापन क्रमांक	भूमापन क्रमांक वा उपविभाग	भूधारण पध्दती	भोगवटद्वाराचे नंबर	कुळचे नंबर
१५००	१५११		१६५१	
न. सं.				
शेवते स्थानिक नांव			उत्तम उदयसिंग वमा संमय उदयसिंग वमा विजयसिंग राजासिंग वमा एकूण विजयसिंग वमा (२०४९) (२०३६)	
लागवटी योग्य क्षेत्र	हेक्टर	आर		
	०-०३-०			
एकूण	०-०३-०			
पो. ख. (लागवटी योग्य नसलेले)				
वर्ग (अ)				
वर्ग (ब)				
एकूण				
आकाराणी				
जुडी किंवा विशेष आकाराणी	०२२४			

विकासक  
मै. कॅम्पस्टोन कन्स्ट्रक्शन प्रा. लि.  
इतर अधिकारी (२४८०)  
महाराष्ट्र जायती जायती जायती जायती  
धा. जायती जायती जायती जायती  
कारण जायती जायती जायती जायती  
म्हणून जायती जायती जायती जायती  
सिमा आणि भूमापन चिन्हे (२१००)

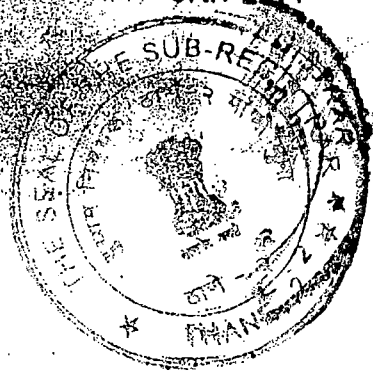
गांव नमुना बारा (पिकांची नोंद वही)

वर्ग	वंगाम	पिकाखालील क्षेत्राचा उपशिल						सागवडीसाठी उपलब्ध नसलेली जमीन		पिकांचे क्षेत्राचे माप	पिकांचे क्षेत्राचे नंबर	टिप
		मिश्र पिकाखालील क्षेत्र			निर्भळ पिकाखालील क्षेत्र			पट्टा	खे			
		पिकांचे क्षेत्र	पिकांचे क्षेत्र	पिकांचे क्षेत्र	पिकांचे क्षेत्र	पिकांचे क्षेत्र	पिकांचे क्षेत्र					
		हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.				
२०९३												
२०९४												

असत बरकत जाणे नक्कल दिली आहे.

तारीख 18 JAN 2014

वत्सवटी



तारीख १८/१२/१४  
ल. शि. वा. शि.





















ट ब ल - २

ANNEXURE 6: 7/12-EXTRACTS

दस्ता कर्नाटक (२३०/२०२०) गांव नमुना सात (अधिकार अभिलेख पत्रक)

२०१० / १, १५११

गांव. भागिनेडे

तारुका. ६१०१

मुकादमे संव

पुनरापन क्रमांक	पुनरापन इनामकास	पुनरापन अवधि	पुनरापन प्रकार
१५. १७ ४३५			

गांवचे खातेस नंबर	
सातवडी योग्य क्षेत्र	

असोचक उदासासिंग कर्मा संस्था उदासासिंग कर्मा किरमासिंग राजासिंग कर्मा २०४१ २३३६

विपकासक शि.कुपस्तीजी कुन्डवडाबाणपानळी. २४८८

हेक्टर	श्वेत
०-३२-१०	
०-३२-१०	

ये. ख. (सातवडी योग्य नसलेले)

वर्ग (अ)  
वर्ग (ब)

एकूण

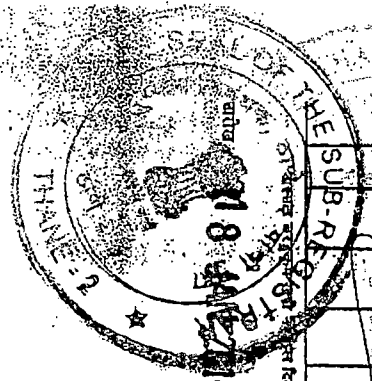
शुद्धे दिवा विरोध आकारणी	१-६६
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६६

मिना आणि पुनरापन विरोधे २२००

गांव नमुना बागा (मिकानी नोंद वही)

वर्ग	क्रमांक	मिना (खालीलत क्षेत्राबाबत संपादन)				सातवडीसाठी उपलब्ध नसलेली जागी		एक एक मालक	एक एक मालक
		मिना (खालीलत क्षेत्र)	निर्मोद मिना (खालीलत क्षेत्र)	एक एक मालक (खालीलत क्षेत्र)	एक एक मालक (खालीलत क्षेत्र)	वर्ग	वर्ग		
१	१	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
२	२	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
३	३	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
४	४	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
५	५	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
६	६	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
७	७	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
८	८	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
९	९	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
१०	१०	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
११	११	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
१२	१२	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
१३	१३	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
१४	१४	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
१५	१५	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
१६	१६	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
१७	१७	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
१८	१८	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
१९	१९	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
२०	२०	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
२१	२१	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
२२	२२	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
२३	२३	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
२४	२४	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
२५	२५	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
२६	२६	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
२७	२७	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
२८	२८	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
२९	२९	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००
३०	३०	३.००	३.००	३.००	३.००	३.००	३.००	३.००	३.००



तलाठी राजा, भागिनेडे, ता. ता. ता. ता.























**टबल - २**  
**ANNEXURE 6: 7/12 EXTRACTS**  
 दस्त क्रमांक ३०/२०२०  
 गांव नमुना सात (अधिकार अभिलेख पत्रक)

जु. स. ( १२० १५१ )

गांव माजिकडे  
 तालुका ठाणे

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूमापन पद्धती	भोगवटादाराचे नांव
ज. स.	५१२		(१६१३) अशोक उदयासिंग वर्मा
शेवटचे स्थानिक नांव			संजय उदयासिंग वर्मा
लागवडी योग्य क्षेत्र	हेक्टर	बारा	विजयसिंग राजासिंग वर्मा
	०-०५-६		एकूण विजयसिंग वर्मा
			(२०४१) (२०३६)
एकूण	०-०५-६		
पो. ख. (लागवडी योग्य नसलेले)			
वर्ग (अ)			
वर्ग (ब)			
एकूण			
आकारणी			
जुरी किंवा विशेष आकारणी	०-२४		

कुळचे नांव  
 विकसक  
 मि. कॅप्टेन कृष्णराज प्राणळी  
 इतर अधिकार (२४८०)  
 महाराष्ट्र नागरी जमीन कमान मधील घातक कायदा अखिलियम १९७६ चे कलम २६ च्या अन्वये प्रीतिष्ठत म्हणून या जमीन जमीनी.  
 घिसा आणि भूमापन चिन्ने (२००)

**गांव नमुना बारा (पिकांची नोंद बही)**

वर्ष	हंगाम	पिकाखालील क्षेत्राचा वर्णन						लागवडीसाठी उपलब्ध नसलेली जमीन		पिकांचे क्षेत्र	जमीन
		मिश्र पिकाखालील क्षेत्र			निर्भळ पिकाखालील क्षेत्र			एकर	अंश		
		पिके	प्रति	एकर	पिके	प्रति	एकर				
२०१३		हे.आर.	हे.आर.		हे.आर.	हे.आर.	हे.आर.	हे.आर.			
२०१४											



तलाठी  
 ता. जि. ठाणे

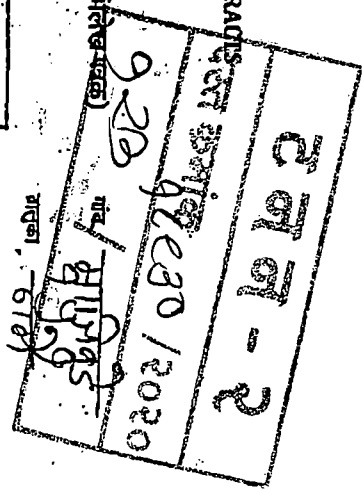




ANNEXURE 6: 7/12 EXTRACTS

गांव नमुना सात (अधिकार अभिलेख-सूची)

गाविका - 6187



जु. स. ( )	भूपाप क्रमांक	भूपाप क्रमांकाचा रूपांतरण	भूपाप पत्र	शेवट	आर	शेवट	आर	शेवट	आर	शेवट	आर	शेवट	आर	शेवट	आर	शेवट	आर	शेवट	आर	
	५१	५																		
गांवचे स्वामिक गांव	शेवटच्या गांवचे नंबर (१६५१) अशाक उदयासिंग वसा सारंग उदयासिंग वसा विजयसिंग वसासिंग वसा एण्ड विजयसिंग वसा (२०४१) (२३३६)																			
स्वातंत्र्य क्षेत्र	शेवट आर ०-५५-३ ०-५५-३ २-४३																			
अकारणी	एकूण २-४३																			
नुकी किंवा विशेष आकारणी	२-४३																			

शेवटचे नंबर  
 विक्रासक  
 श्री. कुपसबाब कुंभारबाब मंगारु.  
 पर अधिकार (२४६९)  
 शहरातून नागरी जमीन कबाल नवाका  
 धा. नवा कायदा अधिनियम १९७६ चे  
 कलम १० (१) अन्वये अतिरिक्त  
 पुरवण धा. नवा कायदा अधिनियम.

गांव नमुना सात (विकासी नोंद यही)

वर्ष	शेताचा नंबर	विकासातील क्षेत्राचा वर्णन		विकासातील क्षेत्र		विकासातील क्षेत्र		विकासातील क्षेत्र		विकासातील क्षेत्र		विकासातील क्षेत्र		विकासातील क्षेत्र		विकासातील क्षेत्र		विकासातील क्षेत्र	
		विकासातील क्षेत्र	विकासातील क्षेत्र	विकासातील क्षेत्र	विकासातील क्षेत्र	विकासातील क्षेत्र	विकासातील क्षेत्र	विकासातील क्षेत्र	विकासातील क्षेत्र	विकासातील क्षेत्र	विकासातील क्षेत्र	विकासातील क्षेत्र	विकासातील क्षेत्र	विकासातील क्षेत्र	विकासातील क्षेत्र	विकासातील क्षेत्र	विकासातील क्षेत्र	विकासातील क्षेत्र	विकासातील क्षेत्र
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राज्य सरकार  
राजधानी, गांधीपट्ट  
रा. वि. सं. १०५



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## ANNEXURE 7 : COMMENCENMET CERTIFICATE

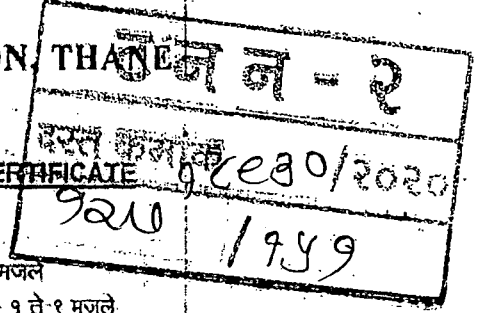
Certificate No. :- 4027

## THANE MUNICIPAL CORPORATION, THANE

(Regulation No. 3 &amp; 24)

SANCTION OF DEVELOPMENT

AMENDED PERMISSION/COMMENCENMET CERTIFICATE



सुधारीत परवानगी

रहिवास उपमुखंड क्र. ३

इमारत क्र. विंग ए - स्टील्ट + १ ते २१ मजले  
 इमारत क्र. एचडीएच फेज १ - स्टील्ट + १ ते १ मजले  
 इमारत क्र. एचडीएच फेज २ - स्टील्ट/तळ मजला + १ ते १ मजले  
 + १ मजला (पार्ट)

रहिवास उपमुखंड क्र. ६

विंग - डी व एल - १ ते ४ लेव्हल स्टील्ट पार्किंग + पोडीयम  
 + १ ते ४१ मजले  
 विंग - इ - स्टील्ट १ ते स्टील्ट ४ पार्किंग + पोडीयम  
 + १ ते ३६ मजले  
 विंग - आय - १ लेव्हल स्टील्ट पार्किंग/वाणिज्य (पार्ट) + २ ते ३ लेव्हल  
 स्टील्ट पार्किंग (पार्ट)/ वाणिज्य (पार्ट) + ४ स्टील्ट लेव्हल  
 पार्किंग + पोडीयम + १ ते ३६ मजले

रहिवास उपमुखंड क्र. ७

इमारत क्र. १ - लोअर बेसमेंट + अप्पर बेसमेंट  
 + स्टील्ट + १ ते ३० मजले

शैक्षणिक मुखंड क्र. २

शैक्षणिक इमारत - बेसमेंट + स्टील्ट/तळमजला ते ५ मजले

सुधारीत सी. सी.

रहिवास उपमुखंड क्र. ६

विंग - डी व एल - १ ते ४ लेव्हल स्टील्ट पार्किंग + पोडीयम  
 + १ ते १५ मजले  
 विंग - इ - स्टील्ट १ ते स्टील्ट ४ पार्किंग + पोडीयम  
 + १ ते ३६ मजले  
 विंग - आय - १ लेव्हल स्टील्ट पार्किंग/वाणिज्य (पार्ट) + २ ते ३ लेव्हल  
 स्टील्ट पार्किंग (पार्ट)/ वाणिज्य (पार्ट) + ४ स्टील्ट लेव्हल  
 पार्किंग + पोडीयम + १ ते ३६ मजले

रहिवास उपमुखंड क्र. ७

इमारत क्र. १ - लोअर बेसमेंट + अप्पर बेसमेंट  
 + स्टील्ट + १ ते ३० मजले

शैक्षणिक मुखंड क्र. २

शैक्षणिक इमारत - बेसमेंट + स्टील्ट/तळमजला ते ४ मजले

V. P. NO. S05/0022/10

TMCTDD/ 2823/18

DATE 28/09/2018

Mr. Manish D. Savant  
 Giridatta, 1<sup>st</sup> Floor,  
 Atinaram Mhatre Road, Dahisar (W),  
 Mumbai - 68

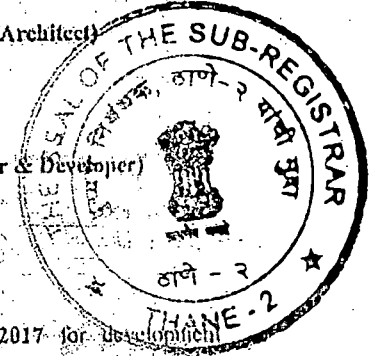
(Architect)

M/s. Kapstone Constructions Pvt. Ltd.  
 702, Natraj, M. V. Road Junction,  
 Western Express Highway,  
 Andheri (E), Mumbai - 69

(Owner &amp; Developer)

Sir.

With reference to your application No. 12670 dated 20/01/2017 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, Thane S. No. / C.T.S. No. / F. P. No. Survey 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, 14/1(p), 15/1, 15/2, 15/3, 15/4, 15/5, 16/2/A, 16/3, 16/4, 16/5, 16/6, 17/3, 17/4/A, 17/5, 17/6/A,









ANNEXURE 2: ROC

IDBI Trusteeship Services Ltd

CIN : U65991MH2001GOI131154

RefNo: 21207-8 /ITSL/OPR/2020-21

Date :- 01.12.2020

To,  
Kapstone Constructions Pvt. Ltd.  
702, Natraj, M V Junction RD,  
Andheri (East),  
Mumbai- 400069.

Dear Sir,

Ref: No Objection for sale of Flat at "Rustomjee Urbania- AZZIANO D Flat No. 3102 situate at Majiwada Junction, Thane.

This is to confirm that the aforesaid premises are currently mortgaged/hypothecated by Kapstone Constructions Pvt. Ltd. ("Company") to IDBI Trusteeship Limited ("ITSL"), having office at Asian Building, Gr. Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai - 400 001, vide **Debenture Trust Deed** dated 26.05.2017 registered with Joint Sub-Registrar, Thane No.5.

Your Company has requested a No Objection Certificate to enable sale of the said unit to purchaser/s. We state that on the basis of email approval received from Debenture Holder i.e. Piramal Finance Limited which is now merged with M/s Piramal Housing Finance Limited and now known as Piramal Capital & Housing Finance Limited ("PCHFL"), dated 01.12.2020, we have No Objection of Sale of the unit to the Purchaser/s as detailed below :

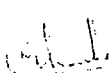

Tower Name	Wing	Flat No.	Name Of Purchaser	Date of Booking	Carpet area of the unit/flat (Sq. Ft.)	Agreement Value (INR)	Amount Received (INR)
AZZIANO	D	3102	DIRAN SHETTY	11/10/2020	637	10972645	150000

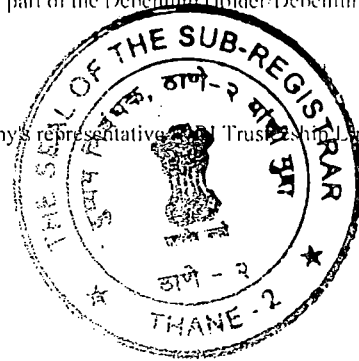
We state that, consent is hereby accorded to the release of charge by ITSL over the said unit and that ITSL shall have no claim, right, title or interest in respect of the said units any more whatsoever subject to the following conditions:

- I. This consent hereby granted is restricted to release of mortgage/charge over the unit described above in the project Rustomjee Urbania of Kapstone Constructions Pvt. Ltd situated at Majiwada Junction, Thane in order to enable sale of the said unit to the purchasers. Notwithstanding anything contained hereinabove, the consent hereby granted shall not authorize Kapstone Constructions Pvt. Ltd. to sell any other unit in the said project without applying to ITSL for a fresh consent letter.
- II. The consent hereby granted is subject to the Purchaser/s depositing all the moneys payable as consideration for purchase of the said unit in to the Escrow Account No. 777705000003 with ICICI Bank Ltd., 349 Business Point Bldg. Ground Floor, Andheri East, Mumbai -400 069. If the Purchaser/s fail to deposit such monies/ sales proceeds in the Account provided above, the NOC shall stand revoked/ cancelled.
- III. In the event the sale to the purchaser is cancelled for any reason, the consent above accorded shall stand revoked forthwith and your Company shall have to apply for a fresh consent in relation to sale of the said unit to any other person.
- IV. Please note that ITSL will continue to hold charge on behalf of Debenture Holder, over the Project except for the aforesaid unit till the loan availed by the Company is fully repaid.
- V. This certificate is being given without any prejudice or liabilities of any nature on part of the Debenture Holder/Debenture Trustee or its officer.
- VI. Our mortgage and charge on all other properties shall remain unchanged.
- VII. The Purchaser may also reconfirm the authenticity of this NOC with our Company's representative, IDBI Trusteeship Limited, on email niharika@idbitrustee.com.

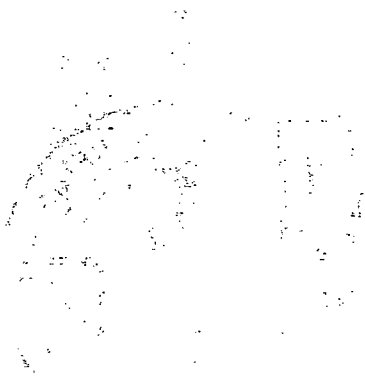
Yours faithfully,

For IDBI Trusteeship Services Ltd

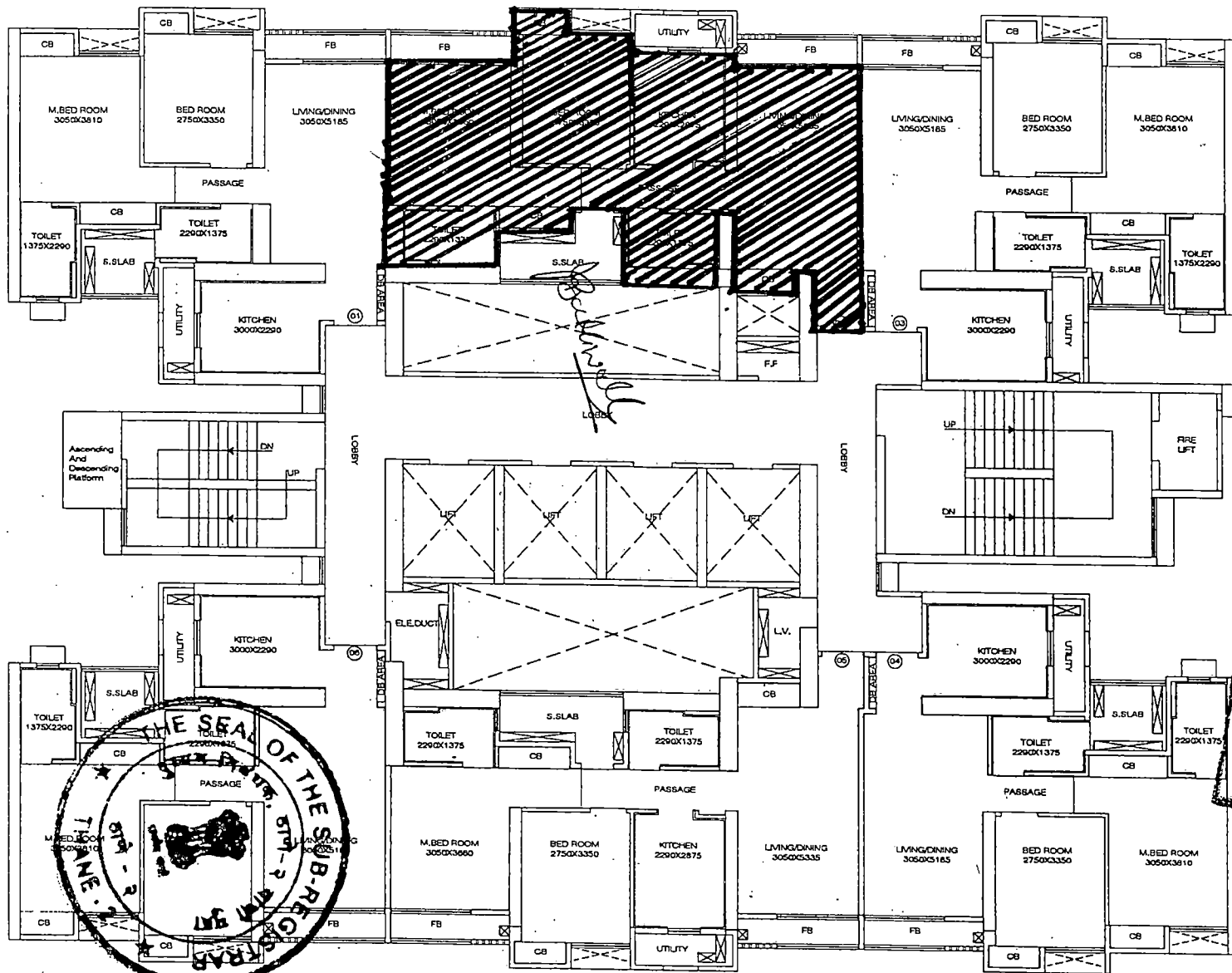
  




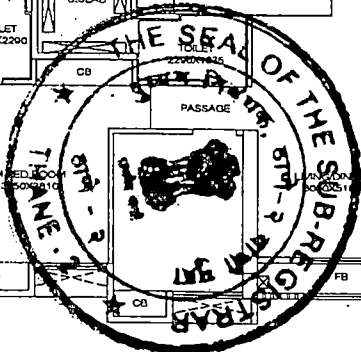
Regd. Office : Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai - 400 001.  
Tel. : 022-4080 7000 • Fax : 022-6631 1776 • Email : itsl@idbitrustee.com • response@idbitrustee.com  
Website : www.idbitrustee.com



Plat No. 3102  
 Floor No. : 31st  
 Wing : D - wing  
 Bldg. Name: RUSTOMJEE AZZIANO



*1 room*  
*Subrahmanya*



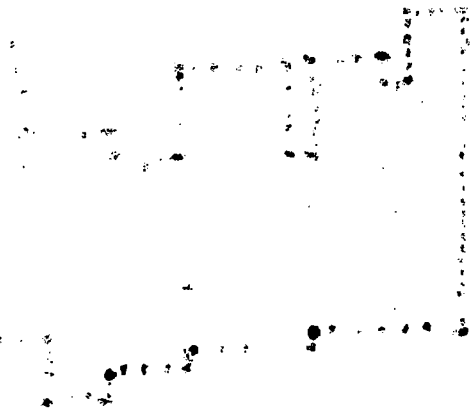
२ नंबर - २  
 १३१/१९५९  
 २२/०४/२०२०

*Shulpa*  
 12/04/19

TYPICAL FLOOR PLAN

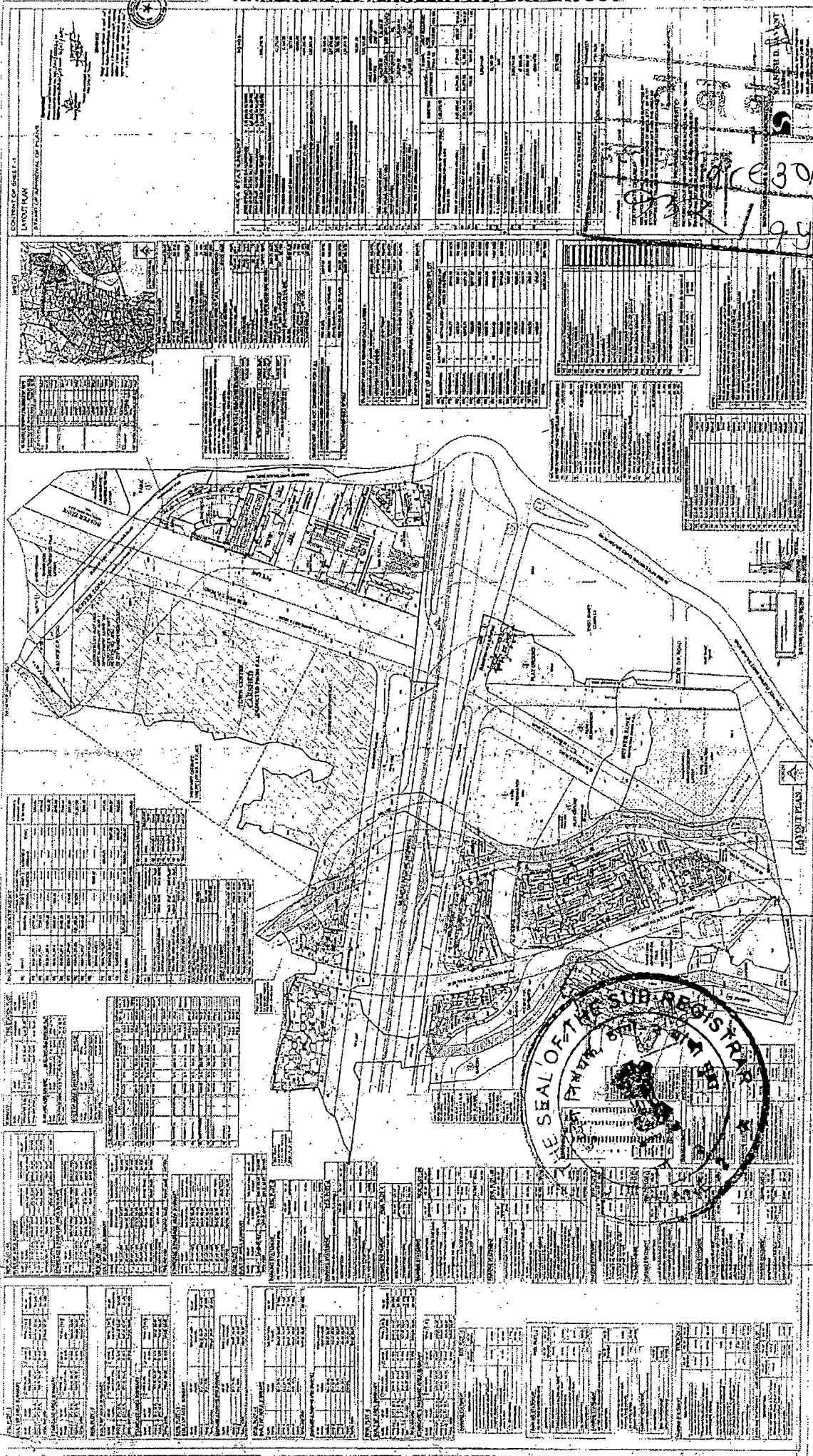
1st,3rd,4th,6th,7th,9th,10th,12th,13th,15th,16th,18th,19th,21st,22nd,24th,25th,27th,28th,30th,31st,33rd,34th,36th,37th,39th,40th & 41th floor plan

<p>NORTH</p>	<p>AZZIANO WING - D</p>	<p>PROPERTY BEARING S.NO. 14pt. ,                  S.NO.15pt.,16pt., 17pt., 49 , 50pt., 51pt., 53pt. &amp; others.                  AT VILLAGE MAJIWADE, THANE(W)</p>	<p>M / S. KAPSTONE CONSTRUCTIONS PVT. LTD.</p>
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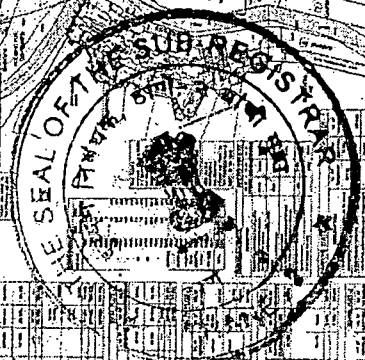
ANNEXURE 10 - LARGER PROPERT LAYOUT

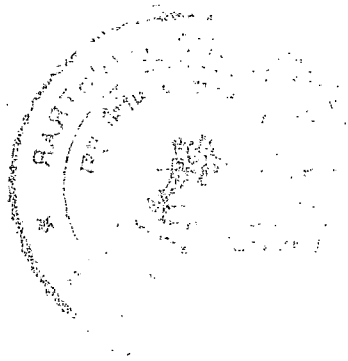


CONTENTS OF SHEET 1  
LAYOUT PLAN  
SUBJECT TO THE PROVISIONS OF THE ACT

NO.	DESCRIPTION	AREA (SQ. METERS)	REMARKS
1	...	...	...
2	...	...	...
3	...	...	...
4	...	...	...
5	...	...	...
6	...	...	...
7	...	...	...
8	...	...	...
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12	...	...	...
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41	...	...	...
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43	...	...	...
44	...	...	...
45	...	...	...
46	...	...	...
47	...	...	...
48	...	...	...
49	...	...	...
50	...	...	...

2  
Date 30/2020  
1989



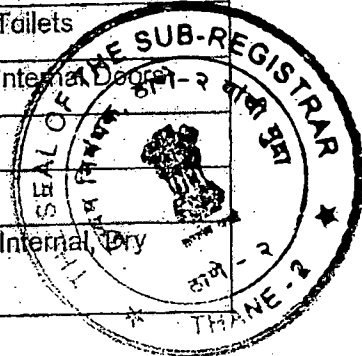


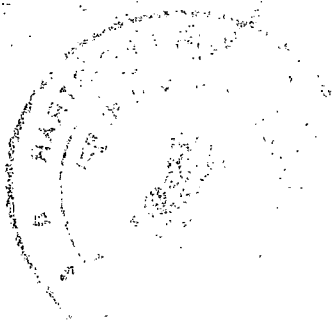
## ANNEXURE 11

("fixtures, fittings and amenities within the said Premises")

Sr. No.	Description
A	Plumbing
1	Wall mount English WC
2	Seat Cover
3	Wash Basin
4	Shower Head
5	Basin Cock
6	Health Faucet with Jet Spray
7	Two Way Bib Cock
8	Instant Water Heater
9	Kitchen Sink With Drain Board)
10	Sink Cock
11	Bib Cock
B	Flooring and Tiling Work
1	Verified Tile for Flooring
2	Ceramic Tile for Toilets, Dry Balcony & Dado
3	Granite Wash Basin Counter
C	Doors & Door Frames
C.1	Frames
1	Wooden Door Frame for Main Internal Doors
2	Granite Door Frame for Kitchen and Toilets
C.2	Shutters: Flush Doors for Main and Internal Doors
C.3	Door Finishing
1	Artificial Veneer Finish for Main Door
2	Laminated / Painted Flush Doors for Internal, Dry Balcony and Toilets

फॉर्म नं - २  
 वस्तु क्रमांक १२३ / १५९  
 ०६३०/२०२०







ठाणे महानगरपालिका, ठाणे.

महानगरपालिकाभवन, डॉ. अल्फ्रेड रोड, चंदनवाडी, पांचपाखडी ठाणे - ४०० ६०२  
THE MUNICIPAL CORPORATION OF THE CITY OF THANE

संदर्भ क्र. ठामपा/शावि/ ३४४२  
Ref/T.M.C./

दिनांक - १ / १२००  
Date :- 21 / 11 / 2009

To,  
1] M/s Archetype Consultants (I) Pvt. Ltd.  
103, Shree Sarika Apartment  
1<sup>st</sup> floor, Above Shiv Sagar Restaurant  
Panchpakhadi, Thane (W): 400602.

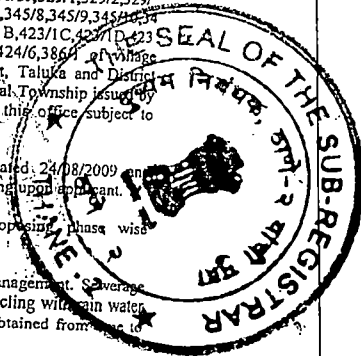
2] M/s. Kapstone Constructions Pvt. Ltd.  
M/C House, Bisleri Compound,  
Western Express Highway,  
Andheri (East), Mumbai: 400 099.

Sub: Proposed Special Township Scheme on plot bearing S. No. 12, 13 and others at village Majiwade, abut Mumbai Nashik Bypass Highway, Thane: West by M/s. Kapstone Constructions Pvt. Ltd. P.O.A. to Mrs. Vijaysingh Varma and Ors.

Ref: Yours application dated 16/09/2009.

With reference to your application and in pursuance to the Locational Clearance granted by Government of Maharashtra vide Notification bearing No. CMS/TPS-1207/20/C.R. 541/08/ UD-12 dated 24/08/2009 and by the directions it is to inform you that, your request to grant Letter of Intent for the proposed Special Township on the land bearing 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, 16/2A, 16/3, 16/4, 16/5, 16/6, 17/1, 17/4A, 17/5, 17/6A, 18/3A, 18/4A, 18/6A, 19/1A, 19/2/1A, 19/2/1B, 19/2/1C, 19/3/1A, 19/3/1B, 19/3/1C, 19/4/1A, 19/4/1B, 19/4/1C, 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, 21/1pt, 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, 37/5A, 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, 45/2A, 45/3, 45/4A, 45/5A, 45/7A, 45/8A, 45/9, 45/10, 46/1A, 46/2, 46/3A, 46/4A, 46/6A, 46/7A, 46/8, 47/1A, 47/3A, 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, 50/1, 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, 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, 327/2C, 327/2D, 327/2E, 327/2F, 327/2G, 327/2H, 327/2I, 327/4, 328/1, 328/2, 328/3A, 328/3B, 328/3C, 328/3D, 328/3E, 328/3F, 328/3G, 328/3H, 328/3I, 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, 423/1I, 424/1A, 424/1B, 424/1C, 424/1D, 424/6, 386/1 of village Majiwade, abut Mumbai Nashik Bypass Highway, Thane : West, Taluka and District Thane as per the Clause 7(B) of the Policy guidelines for the Special Township issued by Govt. of Maharashtra dated 25/05/2006 has been considered by this office subject to compliance of following Terms and Condition.

- All conditions mentioned in the Locational Clearance dated 24/08/2009 and Environmental Clearance dated 06/07/2009 will remain binding upon applicant.
- The entire layout shall be submitted for approval proposing phase wise development if any.
- Applicant has to submit detailed report on Solid Waste Management, Sewerage Disposal, power supply, Ground water recharging, water recycling with rain water harvesting and NOC from Concerned Department shall be obtained from



: 2 :

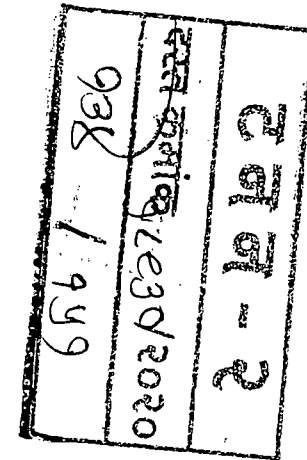
- Letter of Grant/allotment of Government Land to be submitted before applying for Development Permission.
- All the conditions mentioned in the NOC dated 23/10/2008 obtained from Irrigation Department will remain binding upon the applicant.
- The proposal for approval of the Layout shall be submitted as per the provision laid down in clause No. 7 (c) of Schedule 'A' of the policy guidelines for Special Township.
- This letter of Intent (L.O.I.) is valid for the six months from the date of issue and shall be revalidated from time to time as per the policy.
- The Storm Water Drainage layout shall be got approved from the concerned Department before approval of development proposal.



Assistant Director of Town Planning  
Thane Municipal Corporation

Copy to :- For Information

- Principal Secretary, Urban Development Department, Mantralaya.
- Director of Town Planning, Maharashtra State, Pune.
- Deputy Director of Town Planning, Konkan Division, Navi Mumbai.





# ठाणे महानगरपालिका

महानगरपालिका भवन, डॉ. अल्मेडा रोड, चंदनवाडी, पाचपाखाडी, ठाणे - ४०० ६०२.  
THE MUNICIPAL CORPORATION OF THE CITY OF THANE

संदर्भ क्र. / ठा.म.पा./ ६८०९  
Ref. / T. M. C. /

दिनांक २८/११/२०११  
Date / 2011

प्रति,

- श्री. मनिष सावंत (भा.वि.)  
जि/२६, स्वार टेड सेंटर,  
एस.वि.पी. रोड, बोविसली (पु.)  
मुंबई-४०० ०९२
- मि. कॅम्पस्टोन कन्स्ट्रक्शन्स प्रा. लि. (विकासक)  
७०२, नटराज, एम.वि. रोड जंक्शन,  
पश्चिम द्रुतगती मार्ग, अंधेरी (पु.)  
मुंबई-४०० ०६९

विषय:- विकास प्रस्ताव क्र. एस.०५/०२२/१० मोजे माजिवाडे येथील स. १२, १३ व इतर या भुखंडावरील प्रस्तावित विशेष नगर वसाहतीतील विक्रीस उपलब्ध असलेल्या सदनिकांना विक्री परवानगी देणेबाबत.

- संदर्भ :- १) आपले दि. ०३/०९/२०१३ रोजीचे पत्र  
२) विकास प्रस्ताव क्र. एस.०५/०२२/१०

३) यापुर्वी विक्री परवानगी करिता देण्यात आलेले दि. ०८/०८/२०११ रोजीचे पत्र

महोदय,

संदर्भिय पत्र क्र. १ अन्वये आपण विषयांकित भुखंडावरील सदनिकांना विक्री परवानगी मिळणेकरिता अर्ज दाखल केलेला आहे. आपण आपले पत्रासोबत आतपर्यंत केलेल्या पायाभूत सुविधांचा खर्चाचा तपशील दिलेला आहे.

आपल्या अर्जाचे अनुषंगाने दि. ३१/०१/२०१३ रोजीचे मंजूर नकाशातील ठा.म.पा.स हस्तांतरित करावयाची इमारतीचे बांधकाम क्षेत्र, शैक्षणिक इमारतीचे बांधकाम क्षेत्र, वेधराफाटी घरे व संक्रमण शिबोर आरक्षण अंतर्गत ठा.म.पा.स हस्तांतरित करावयाचे क्षेत्र वगळून उर्वरीत १,३०,०८९.४५ चौ.मी. क्षेत्रास प्रस्तावित विशेष नगर वसाहतीतील इमारतीचे व्हापरपरवानगापुर्वी प्रत्यक्ष जागेवर एस.टी.पी. चे काम व पाणी पुवठाकारिता ई.एस. आर. जोडणी चे काम पुर्ण करणे आवश्यक राहिल या अटीवर विक्री परवानगी देणेत येत आहे.



आपला,

सहाय्यक संचालक नगररचना  
ठाणे महानगर पालिका, ठाणे

मा. आयुक्त सो. यांच्या मान्यतेने



# ठाणे महानगरपालिका

महानगरपालिका भवन, डॉ. अल्मेडा रोड, चंदनवाडी, पाचपाखाडी, ठाणे - ४०० ६०२.  
THE MUNICIPAL CORPORATION OF THE CITY OF THANE

ठ.म.पा./श.क्र.३/३३३७  
T.M.C./

दिनांक ०८/११/२०११  
Date: / 2011

प्रति,

- मि. आर्किटेक्चर कन्सल्टंट प्रा.लि. (वान्सु विशारद)  
ए-१०१/१०२, श्री. सारिका अपार्टमेंट,  
शिव सागर हॉटेल जवळ,  
पाचपाखाडी, ठाणे (पु.)
- मि. कॅम्पस्टोन कन्स्ट्रक्शन्स प्रा. लि., (विकासक)  
७०२, नटराज, एम.वि. रोड जंक्शन,  
पश्चिम द्रुतगती मार्ग, अंधेरी (पुर्व),  
मुंबई ४०० ०६९.

विषय :- विकास प्रस्ताव क्र. एस०५/००२२/१० मोजे माजिवाडे येथील स. क्र. १२, १३ व इतर या भुखंडावरील प्रस्तावित विशेष नगर वसाहतीतील विक्रीस उपलब्ध असलेल्या सदनिकांना विक्री परवानगी देणेबाबत.

- संदर्भ :- १) विकास प्रस्ताव क्र. एस०५/००२२/१०  
२) आपले दिनांक २५/०४/२०११ रोजीचे पत्र.

संदर्भिय पत्र क्र. २ अन्वये आपण विषयांकित भुखंडावरील सदनिका विक्रीस परवानगी करिता अर्ज केलेला आहे. सदर संदर्भिय क्र १ विकास प्रस्तावाअंतर्गत अद्यावत सुधारित नकाशांना दिनांक १२/०७/२०११ रोजी परवानगी देण्यात आलेली आहे. त्यास अनुसरून आपण आपल्या पत्रासोबत आतापर्यंत केलेल्या पायाभूत सुविधांचा खर्चाचा तपशील दिलेला आहे. त्या अनुषंगाने आपणांस मंजूर नकाशातील ठा.म.पा.स. हस्तांतरित करावयाचे क्षेत्र व शाळेचे क्षेत्र वगळून येणाऱ्या १,०२,८६०.५४ चौ.मी. क्षेत्रास विक्री परवानगी देण्यात येत आहे.

मा. आयुक्त सो. यांच्या मान्यतेने.



सहाय्यक संचालक नगर रचना,  
शहर विकास विभाग,  
ठाणे महानगरपालिका, ठाणे



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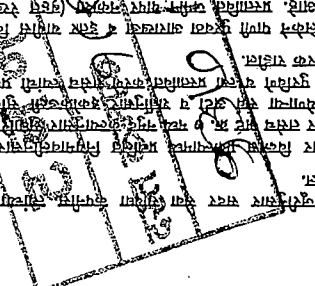
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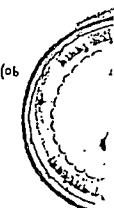
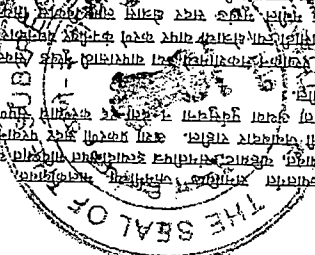
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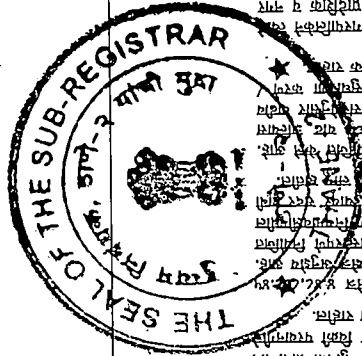
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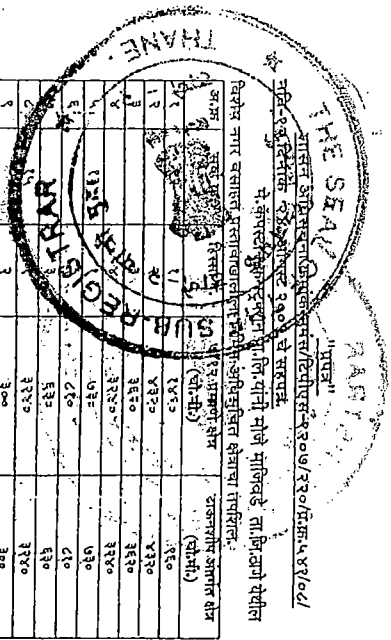


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Handwritten text and a rectangular stamp. The stamp contains the number '2-10-1-2' and some illegible text. The text '2-10-1-2' is written vertically on the right side of the stamp.





# Kapstone Constructions Pvt. Ltd.

Registered & Corp. Office : 702, NATRAJ, M. V. Road Junction, Western Express Highway,  
Andheri (East), Mumbai - 400 069. Tel.: +91 - 22 - 6676 6888, Fax: +91 - 22 - 6676 6999  
E-mail: comehome@rustomjee.com, Web : www.rustomjee.com, CIN : U45200MH2003PTC140091

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE DIRECTORS  
OF KAPSTONE CONSTRUCTIONS PRIVATE LIMITED AT THEIR MEETING  
HELD ON 28<sup>TH</sup> SEPTEMBER, 2019**

**Authority to Directors and Authorised Representative of the Company for signing  
of Sale / Lease agreement and documents related thereto**

"RESOLVED THAT Mr. Boman Irani, Mr. Percy Chowdhry and Mr. Chandresh Mehta, Directors and Mr. Anupam Verma, Mr. Rohinton Batliwalla and Mr. Mohammed Javed Shaikh, Authorised Signatories of the Company be and are hereby severally authorized to sign and execute the sales / lease agreements and all the documents in relation to sales / lease of the flats / units in the Company's project "Rustomjee Urbania" and to do all such, acts, deeds and things as may necessary in this regard;

RESOLVED FURTHER THAT if any document for the above purpose is require to be executed under the Common Seal of the Company, the same be affixed to such documents in the presence of any one Director namely Mr. Boman Irani or Mr. Percy Chowdhry or Mr. Chandresh Mehta or Authorised Signatories viz. Mr. Anupam Verma or Mr. Rohinton Batliwalla or Mr. Mohammed Javed Shaikh, who shall sign the same in token thereof;

RESOLVED FURTHER THAT in case any of these documents are required to be lodged, then Mr. Boman Irani, Mr. Chandresh Mehta and Mr. Percy Chowdhry, Directors and Mr. Anupam Verma, Mr. Rohinton Batliwalla and Mr. Mohammed Javed Shaikh, Authorised Signatories of the Company be and are hereby severally authorized to lodge the same as may needed for registration / e-registration and / or authorize any other person to lodge the documents for admission of execution and registration;

RESOLVED FURTHER THAT Directors and Company Secretary of the Company be and are hereby severally authorized to issue certified true copies of resolutions to the concerned offices whenever needed."

Certified True Copy  
For Kapstone Constructions Private Limited



Director / Company Secretary









भारत सरकार  
GOVERNMENT OF INDIA

DIRAN SUDHAKAR SHETTY  
जन्म वर्ष / Year of Birth : 1991  
पुरुष / Male

3874 0223 0213


आधार - सामान्य माणसाचा अधिकार

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

DIRAN SUDHAKAR SHETTY  
SUDHAKAR SHETTY


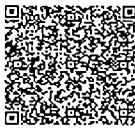
25/12/1991  
Permanent Account Number  
DKQPS70670



Signature

भारत सरकार  
GOVERNMENT OF INDIA

सुधाकर राजू शेटी  
SUDHAKAR RAJU SHETTY  
जन्म वर्ष / Year of Birth : 1960  
पुरुष / Male

4861 9764 5254


आधार - सामान्य माणसाचा अधिकार

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

SUDHAKAR RAJU SHETTY  
RAJU SHETTY

01/06/1960  
Permanent Account Number  
BBLPS3472B



Signature

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*Sudhakar*


*Sudhakar*

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT OF INDIA

KAPSTONE CONSTRUCTIONS  
PRIVATE LIMITED

23/04/2003  
Permanent Account Number  
AACCK3513F




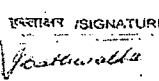
स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER  
ABGFB9181N

नाम / NAME  
ROHINTON JEHangIR BATLIWALLA

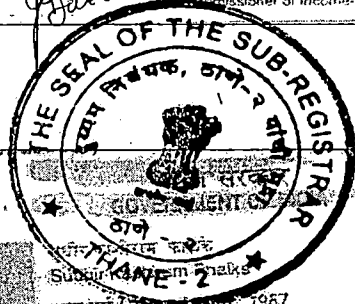
पिता का नाम / FATHER'S NAME  
JEHangIR NAOROWJI BATLIWALLA

जन्म तिथि / DATE OF BIRTH  
93-04-1950

हस्ताक्षर / SIGNATURE

आयकर अधिकारी, पुणे  
Commissioner of Income-tax I, Pune




आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT OF INDIA

SANTOSH SARJERAO SATALE  
SARJERAO BAPU SATALE

23/03/1985  
Permanent Account Number  
CJLPS1750F





Signature

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT OF INDIA

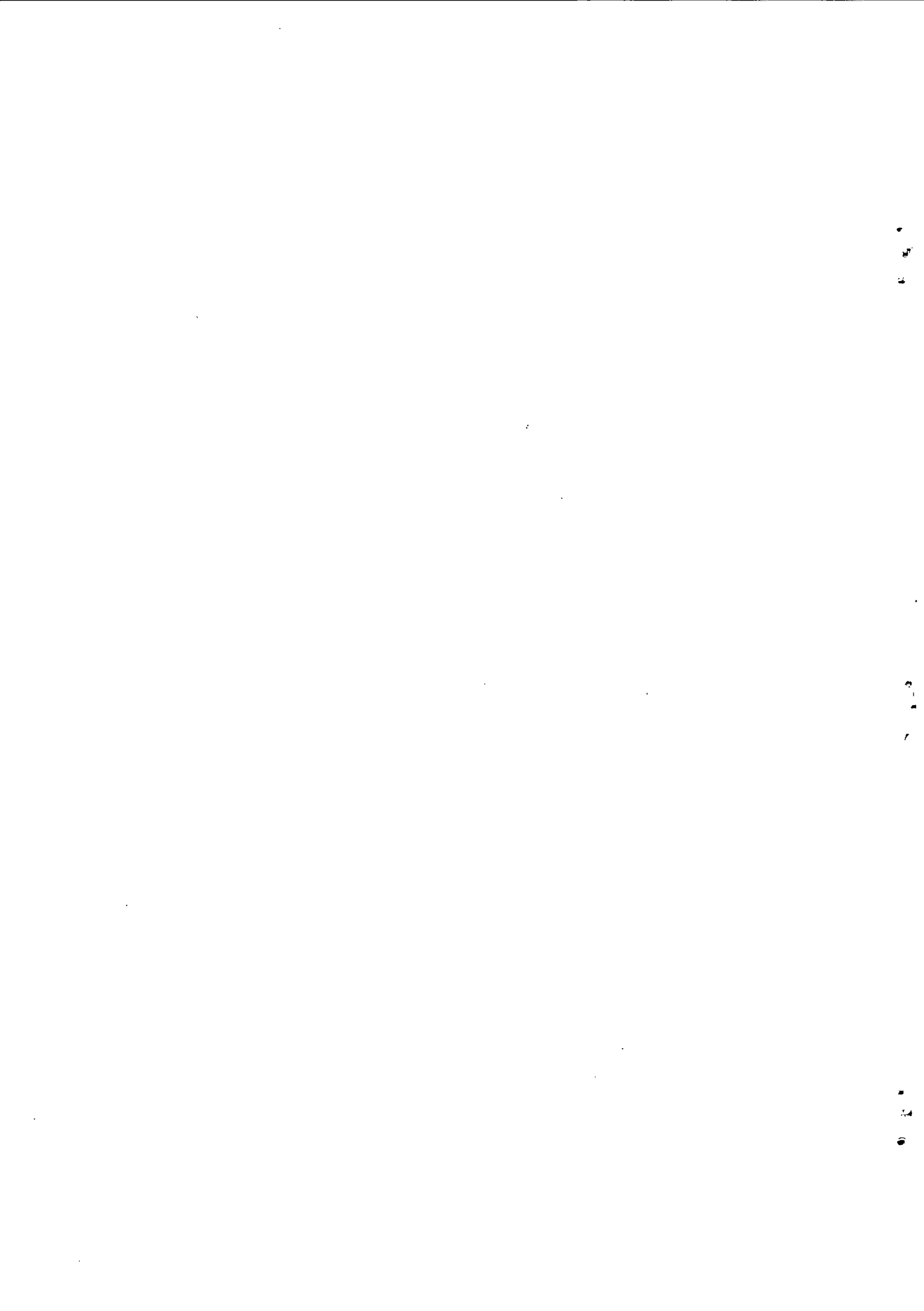
SANTOSH SARJERAO SATALE  
जन्म वर्ष / Year of Birth : 1987  
पुरुष / Male

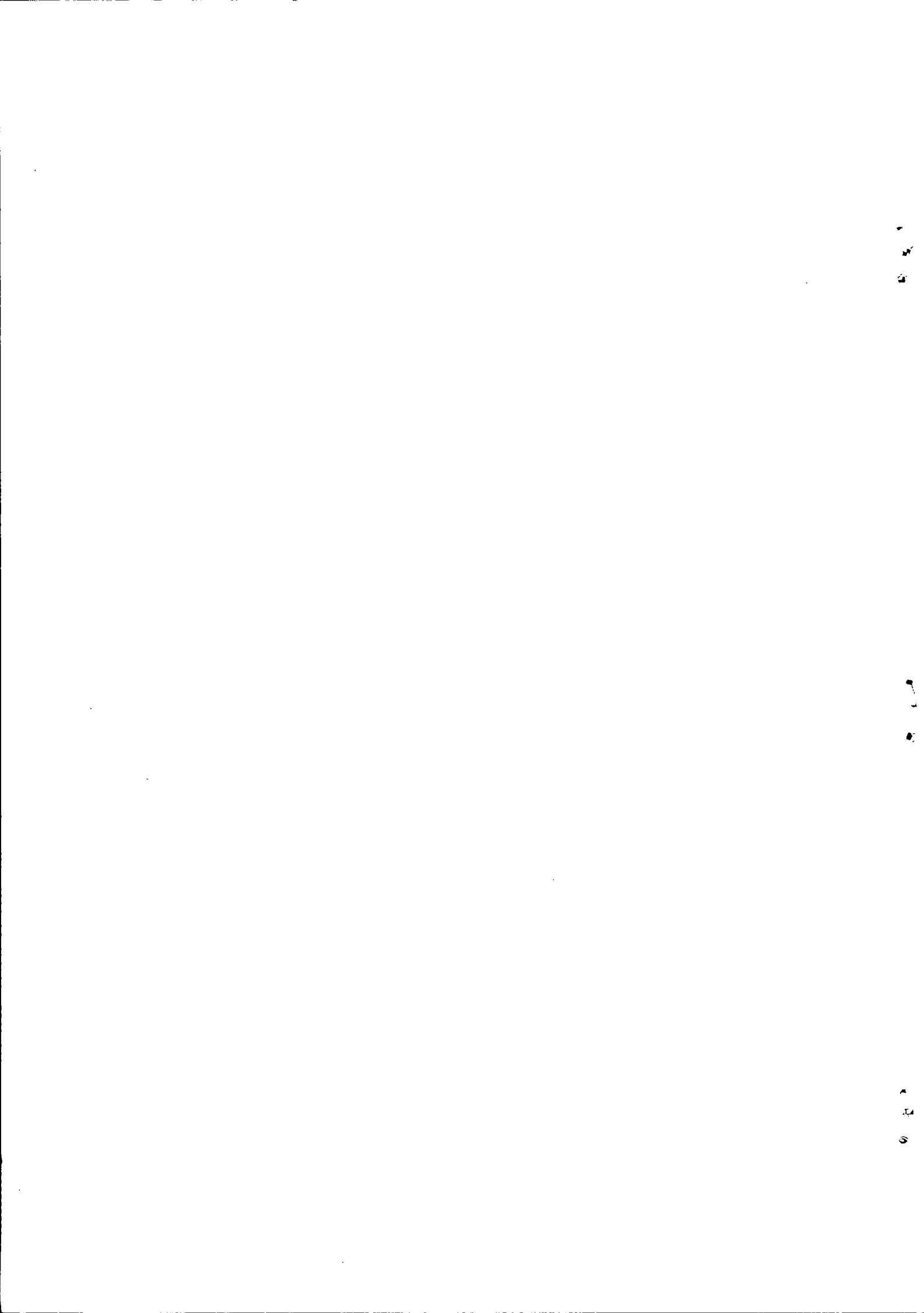
6812 7122 6262

*Satale*

*Satale*







74/18930

गुरुवार, 17 डिसेंबर 2020 10:48 म.पू.

दस्त गोषवारा भाग-1

टनन2 ७४१९५९

दस्त क्रमांक: 18930/2020

दस्त क्रमांक: टनन2 /18930/2020

वाजार मुल्य: रु. 82,08,000/- मोबदला: रु. 1,09,72,645/-

भरलेले मुद्रांक शुल्क: रु. 1,70,000/-

दु. नि. सह. दु. नि. टनन2 यांचे कार्यालयात

पावती:20678

पावती दिनांक: 17/12/2020

अ. क्र. 18930 वर दि.17-12-2020

सादरकरणाराचे नाव: दिरेन सुधाकर शेटी

रोजी 10:40 म.पू. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 3020.00

पृष्ठांची संख्या: 151

एकूण: 33020.00

दस्त हजर करणाऱ्याची सही:

शस्सन निर्णय क्रमांक मुद्रांक२००६/यु.ओ.आर  
५३/प्र.क्र.५३६/म९ दिनांक १५/०७/२००८ अन्वये  
आवश्यक मुद्रांक शुल्कानुसार ५०% सवलत देण्यात  
आली आहे.

Joint Sub Registrar Thane 2

Joint Sub Registrar Thane 2

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालयात असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 17 / 12 / 2020 10 : 40 : 38 AM ची वेळ: (सादरकरण)

शिक्का क्रं. 2 17 / 12 / 2020 10 : 41 : 37 AM ची वेळ: (फी)

- प्रतिज्ञा पत्र -

सदर दस्तऐवज नोंदणी कायदा १९०८ नियम १९६१ अंतर्गत तपसुदीनुसार नोंदणीस दाखल केला आहे. दस्तावधील संपुर्ण मजकुर निष्पादक व्यक्ती, सश्रीधार व सोबत जोडलेले कागदपत्रे दस्ताची सत्यता कायदेशीर बाबी साठी खालील निष्पादक व्यक्ती संपुर्णपणे जबाबदार आहेत. तसेच सदर हस्तांतरण दस्तांमुळे राज्यशासन/केंद्रशासन यांच्या कोणताही कायदा/नियम/परिपत्रक यांचे उल्लंघन होत नाही.

Sudhakar  
लिहून घेणार सही

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