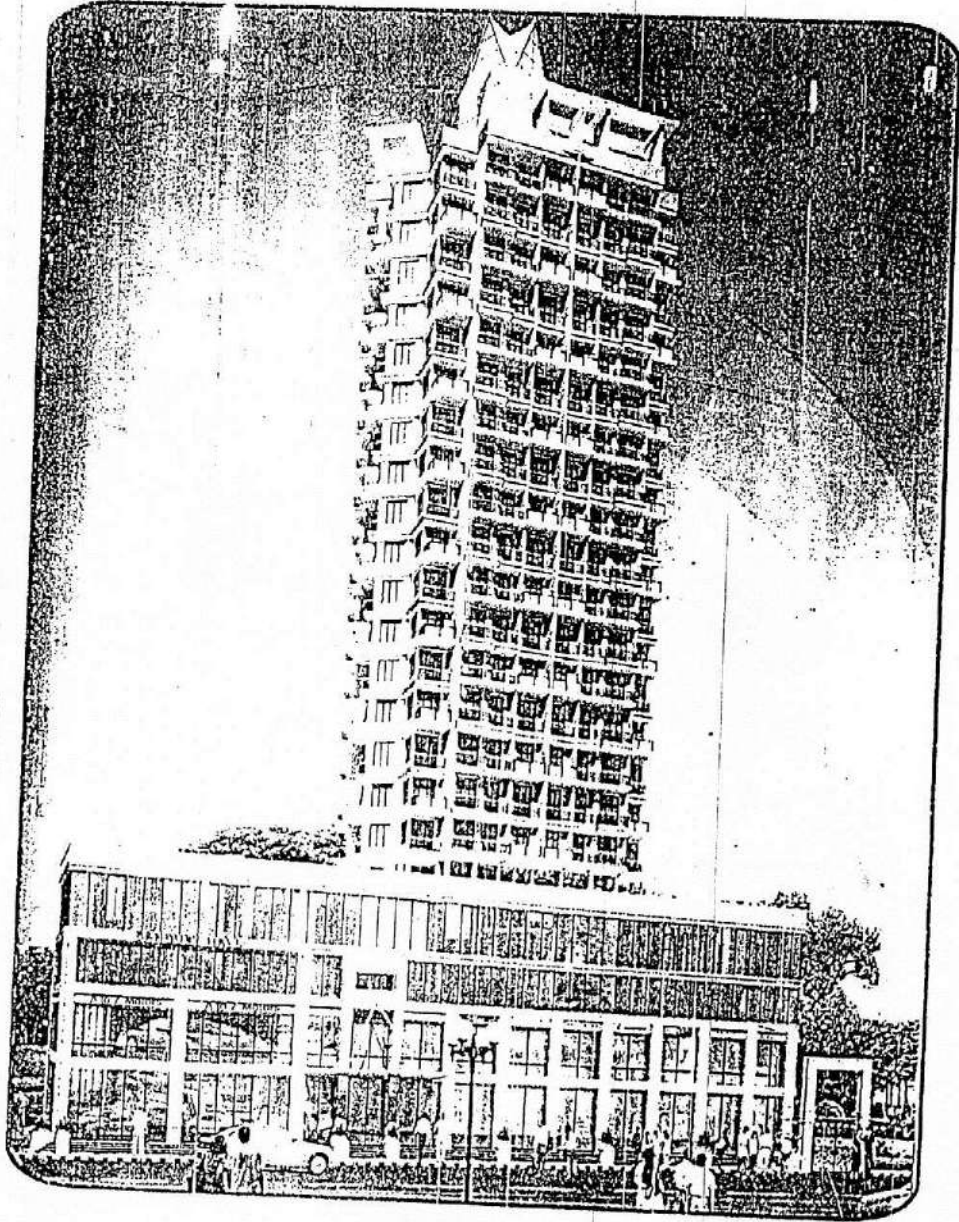


115.22

Shop No : 16 & 116

9698
12/11/22

(EP)



Aum Supreme

KALYAN (WEST)

Life is inviting. accept it.



Monday, November 12, 2012
4:55:29 PM

Original
नोंदणी ३९ म.
Regn. ३९ M

पावती

पावती क्र. : 9854

गावाचे नाव कल्याण

दिनांक 12/11/2012

दस्ताऐवजाचा अनुक्रमांक कलन2 - 09698 - 2012

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: मे. स्वर्णसरीता रियल्टी प्रा. लि. तर्फे डायरेक्टर आशा महेंद्र चोरडिया - -

नोंदणी फी	:-	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (60)	:-	1200.00
एकूण	रु.	31200.00

आपणास हा दस्त अंदाजे 5:10PM ह्या वेळेस मिळेल


दुय्यम निबंधक
कल्याण २

बाजार मुल्य: 1310000 रु. मोबदला: 132000000 रु. निबंधक, कल्याण-२
भरलेले मुद्रांक शुल्क: 792000 रु. वर्ग-२
देयकाचा प्रकार: डीडी/घनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: सिटी बँक;
डीडी/घनाकर्ष क्रमांक: 049145; रक्कम: 30000 रु.; दिनांक: 04/11/2012

1,31,60,000

1,10,000

SHCIL- MAHARASHTRA

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

Tel : 022-61778151

E-mail :

Mode of Receipt

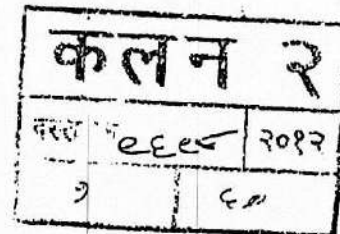
Account Id mhshcil01

Receipt Id RECIN-MHMHSHCIL0112230301397658K

Account Name SHCIL- MAHARASHTRA

Receipt Date 30-OCT-2012

Received From Swarnsarita Realty Private Limited	Pay To
Instrument Type PAYORDER	Instrument Date 29-OCT-2012
Instrument Number 136221	Instrument Amount 682000 (Six Lakh Eighty Two Thousand only)
Drawn Bank Details	
Bank Name HDFC Bank Ltd	Branch Name Mumbai
Out of Pocket Expenses 0.0 ()	





सत्यमेव जयते

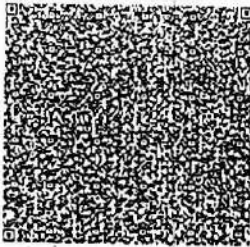
INDIA NON JUDICIAL

Government of Maharashtra

e-Stamp

Issued by :
Stock Holding Corporation of India Ltd.
Location : SRO-CUSTOM
Signature :
Details can be verified at www.shcilestamp.com

Certificate No. : IN-MH123985991846*4K
 Certificate Issued Date : 30-Oct-2012 03:27 PM
 Account Reference : SHCIL (FI)/ mhshcil01/ SRO-CUSTOM/ MH-MUM
 Unique Doc. Reference : SUBIN-MHMHSKCIL0113250818015260K
 Purchased by : Swarnsarita Realty Private Limited
 Description of Document : Article 25(b)to(d) Conveyance
 Property Description : Aum Supreme, Old Bail Bazar, Kalyan(W)
 Consideration Price (Rs.) : 1,32,00,000
 (One Crore Thirty Two Lakh only)
 First Party : Om Vasistha Developers
 Second Party : Swarnsarita Realty Private Limited
 Stamp Duty Paid By : Swarnsarita Realty Private Limited
 Stamp Duty Amount(Rs.) : 6,82,000
 (Six Lakh Eighty Two Thousand only)



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Statutory Alert:

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

SHCIL- MAHARASHTRA

SHCIL, 301, CENTER POINT, DR. B. AMBEDKAR ROAD, PAREL, MUMBAI, MUMBAI, Maharashtra, INDIA, PIN CODE - 40001

Tel : 022-61778151
E-mail :

Mode of Receipt

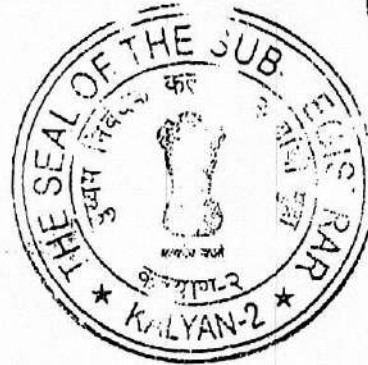
Account Id mhshcil01

Receipt Id RECIN-MHMHSHCIL0112622127512462

Account Name SHCIL- MAHARASHTRA

Receipt Date 12-NOV-2012

Received From Swarnsarita Realty Private Limited	Pay To
Instrument Type DD	Instrument Date 10-NOV-2012
Instrument Number 027742	Instrument Amount 110000 (One Lakh Ten Thousand only
Drawn Bank Details	
Bank Name HDFC BANK	Branch Name MUMBAI
Out of Pocket Expenses 0.0 ()	



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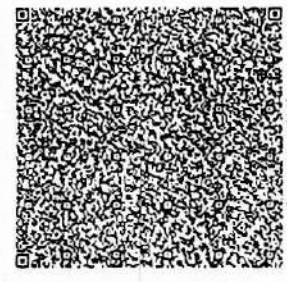


INDIA NON JUDICIAL Government of Maharashtra

e-Stamp

Issued by:
Stock Holding Corporation of India Ltd.
Location: Kalyan
Signature: *[Signature]*
Details can be verified at www.shcilestamp.com

Base Certificate No.	: IN-MH12398713451663K
Certificate No.	: IN-MH12792496448918K
Certificate Issued Date	: 12-Nov-2012 11:56 AM
Account Reference	: SHCIL (FI)/ mhshcil01/ KALYAN/ MH-TNE
Unique Doc. Reference	: SUBIN-MHMHSHCIL0113652069178384K
Purchased by	: Swarnsarita Realty Private Limited
Description of Document	: Article 25(b)to(d) Conveyance
Property Description	: Aum Supreme, Old Bai. Bazar, Kalyan(W)
Consideration Price (Rs.)	: 1,32,00,000 (One Crore Thirty Two Lakh only)
First Party	: Om Vasistha Developers
Second Party	: Swarnsarita Realty Private Limited
Stamp Duty Paid By	: Swarnsarita Realty Private Limited
Stamp Duty Amount(Rs.)	: 1,10,000 (One Lakh Ten Thousand only)



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Statutory Alert:

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



AGREEMENT FOR SALE OF SHOP

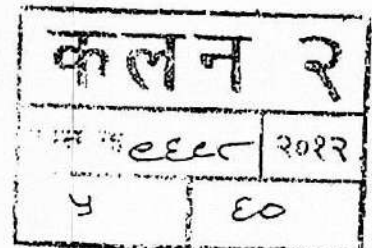
THIS AGREEMENT made at *Kalyan* this ^{30th} day of OCT 2012 between M/s OM VASISTHA DEVELOPERS a proprietorship concern (Proprietor - M/s Ravinay Trading Co. Ltd.) having its principal office at E-501, Remi Biz Court, Off. Veera Desai Road, Andheri (West), Mumbai - 400 053 (hereinafter referred to as the 'Promoters' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the proprietor for the time being of the said firm their survivors or survivor and the heirs executors and administrators of such last survivor) of the one part;

And

M/s SWARNSARITA REALTY PRIVATE LIMITED, a limited liability Company registered under the Companies Act 1956 and having its registered address at 17/19, 1st Floor, Room No. 12, Dhanji Street, Mumbai, MAHARASHTRA - 400 003, hereinafter referred to as the 'Purchaser' (which expression shall include its successors, executors, administrators, legal representatives and their or his or its assigns) of the other part;

Ant

Asha



WHEREAS

- a. By a Deed of Conveyance dated 27th April 1937 registered under no. KLN/648 on 27th April 1937 with the Sub-registrar at Kalyan made between (1) Kanji Govind and (2) Kaba Govind of the one part and Ramkuwar Nandram Pandit (Sharma) (hereinafter referred to as the 'Original Owner') of the other, the said Kanji Govind and Anr sold conveyed and transferred unto the said Original Owner the agricultural plot of land situate at Rambhau Patwardhan Road Kalyan (West) Thane 421 301 within the limits of Kalyan Dombivli Municipal Corporation in the revenue village of Kalyan in the taluka and registration sub-district of Kalyan district Thane formerly bearing Survey no 270/3 and now bearing CTS no 3361 admeasuring about 53.1 guntha i.e. 5,310 sq mts shown by red colour outline on the plan thereof hereto annexed as Annexure '1' (hereinafter referred to as the 'First Plot'). The area of the said First Plot was stated to be 16,996.65 sq. mts. In the Property Register Card and (2) no. 251 and now bearing CTS no. 3362 admeasuring about 44.5 guntha i.e. 4,450 sq. mts. Shown by the blue colour outline on the plan thereof hereto annexed as Annexure - '1' (hereinafter referred to as the 'Second Plot'). The area of the said Second Plot was stated to be as 4,451.51 sq. mts. In the Property Register Card;
- b. By a Deed of Conveyance dated 1st April 1954 registered under no KLN/439 on the same day with the Sub-registrar at Kalyan made between Laxman Devram Sonawane of the one part and the said Original Owner of the other the said Laxman Devram Sonawane sold conveyed and transferred unto the said Original Owner the agricultural plot of land situate at Rambhau Patwardhan Road Kalyan (West) Thane 421 301 within the limits of Kalyan Dombivli Municipal Corporation in the revenue village of Kalyan in the taluka and registration sub-district of Kalyan district Thane formerly bearing Survey no 250/2 and now bearing CTS no 3363 admeasuring about 3.5 gunthas i.e. 350 sq. mts. shown by green colour outline on the plan thereof hereto as Annexure (hereinafter referred to as the 'Third Plot'). The area of the said Third Plot was stated to be 355.30 sq. mts. In the Property Register Card;
- c. The said First Plot, Second Plot and Third Plot in aggregate admeasure about 10,110 sq. mts. as per the 7/12 extract and 10,117.11 sq. mts. as per the ULC Order dated 16th April 1979 as hereinafter mentioned and shown by brown colour outline on the plan thereof hereto annexed as Annexure - '1' (hereinafter referred to as the 'Entire Plot')
- d. The said Original Owner died at Kalyan on 2nd January 1978 leaving a Will dated 2nd May 1970 whereby he absolutely bequeathed his right title and interest in the said Entire Plot unto his son Moolchand Ramkuwar Pandit subject to the life interest therein in favour of his wife - Misribai Ramkuwar Pandit. No representations to the estate of the said Original Owner have been sought;
- e. By an Order bearing no ULC/ULN/II/6(I)SR dated 16th April 1979 the Competent Authority and Deputy Collector Ulhasnagar Urban Agglomeration Thane declared that the said Entire Plot was within ceiling limits and hence could be retained by Misribai Ramkuwar Pandit and Moolchand Ramkuwar Pandit;

Pr. Asha

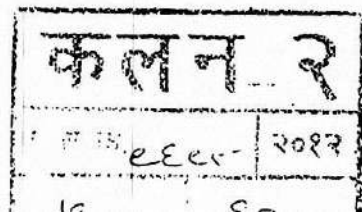
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- f. By an Order bearing no KMC/TP/Layout/Kalyan/313/33 dated 24th July 1987 Kalyan Municipal Corporation sanctioned the scheme of layout and sub-division of the said Entire Plot into nine different plots. The said Entire Plot was stated to admeasure about 10,120.81 sq. mts. as per the said layout plan.
- g. The said Moolchand Ramkuwar Pandit also died intestate on 2nd September 1990 leaving him surviving as his only heirs and next of kin: (1) Misribai Ramkuwar Pandit, his mother (2) Uma Moolchand Pandit, his widow (3) Vivek Moolchand Pandit (4) Amit Moolchand Pandit, his two sons and (5) Manisha Chetan Sharma, his married daughter. No representations to the estate of the said Moolchand Ramkuwar Pandit have been sought;
- h. The said Misribai Ramkuwar Pandit died intestate on 6th July 1999 leaving her surviving as her only heirs and next of kin: (1) Uma Moolchand Pandit, her daughter in law (2) Vivek Moolchand Pandit (3) Amit Moolchand Pandit, her two grand sons and (4) Manisha Chetan Sharma, her married grand daughter. No representations to the estate of the said Misribai Ramkuwar Pandit have been sought;
- i. The said Amit Moolchand Pandit a bachelor died intestate on 26th December 2000 leaving him surviving as his only heirs and next of kin: (1) Uma Moolchand Pandit, his mother (2) Vivek Moolchand Pandit, his brother and (3) Manisha Chetan Sharma, his married sister. No representations to the estate of the said Amit Moolchand Pandit have been sought;
- j. In the circumstances as aforesaid as per the provisions of Hindu Succession Act, 1956 the following persons became seized possessors and absolutely entitled to the said Entire Plot in the following proportions:
- | | |
|--------------------------|-----|
| 1 Uma Moolchand Pandit | 50% |
| 2 Vivek Moolchand Pandit | 25% |
| 3 Manisha Chetan Sharma | 25% |
- k. By a Deed of Partnership dated 3rd August 2007 made interse between (1) Vivek Moolchand Pandit (2) Radha Vivek Pandit and (3) Speedway Trading Private Limited herein, it was agreed to carry on the business of builders and developers in the partnership firm name and style of 'Om Vasistha Developers' on the terms and conditions therein mentioned. By Supplementary Deed of Partnership dated 18th November 2008 made interse between (1) Vivek Moolchand Pandit (2) Radha Vivek Pandit and (3) Speedway Trading Private Limited, profit sharing ratio of the partners was altered.
- By a Deed of Admission cum Retirement to Partnership dated 19th May 2010, Speedway Trading Pvt. Ltd. retired from the partnership and in its place Ravinay Trading Co. Ltd. was introduced as partner.
- By a Deed of Dissolution of Partnership dated 18th November 2010, all the partners mutually decided to dissolve the partnership and it was agreed that all the assets and liabilities will belong to Ravinay Trading Co. Ltd.

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and business will continue to be carried on in the same name and style as proprietorship firm by Ravinay Trading Co. Ltd.

- i. By an Order bearing no MSI/II/88/06 dated 8th June 2006 the Upper Tahsildar (N.A) Kalyan-I granted the permission for use of the said Entire Plot for non-agricultural purposes;
- ii. By an Agreement to Develop dated 22nd September 2007 registered under no KLN1-6595 of 2007 on 22nd October 2007 with the Sub-registrar at Kalyan-1 made between (1) Uma Moolchand Pandit (2) Vivek Moolchand Pandit and (3) Manisha Chetan Sharma of the one part and Om Vasistha Developers (hereinafter referred to as 'Promoters') the other, the said Uma Moolchand Pandit and Others granted unto the said Promoters the rights to develop a part admeasuring about 4,833.82 sq mts of the said Entire Plot shown by orange colour hatched lines on the plan thereof hereto annexed as Annexure '1' more particularly described in the First Schedule hereunder written (hereinafter referred to as the 'Plot') with the structures thereon for the consideration and upon the terms and conditions therein mentioned;
- iii. By a Power of Attorney dated 22nd September 2007 the said Uma Moolchand Pandit and Manisha Chetan Sharma granted unto the said Vivek Moolchand Pandit the powers and authorities to do the acts deeds matters and things in respect of the said Larger Plot;
- iv. By a Registered Power of Attorney dated 30th January 2012, Ravinay Trading Co. Ltd. being the Proprietor of M/s Om Vasistha Developers granted unto Shri Vardhman Jain and Shri Ankur Nabera, the powers and authorities to appear and represent before registering authority including the Office of Sub-registrar of Assurances and to lodge any instrument including agreements, deeds, papers etc. executed by the Proprietor or by its Attorney for registration thereof and to admit execution of the instruments/ documents and to do all such acts, deeds, matters as may be necessary to complete the registration of the instruments/ documents.
- v. In the circumstances as aforesaid the Promoters is entitled to the said Larger Plot and to develop the same. The Promoters intend to construct a residential and partly commercial building of ground and upper floors with upper stilt parking spaces on the said Plot (hereinafter referred to as the 'Building').
- vi. The layout plans in respect of the said Larger Plot have been sanctioned by the Kalyan Dombivli Municipal Corporation under no. KDOMMP/ NRV/ BAAP/ KAVI/ 703-254 dated 04th February 2010. The local authorities have granted to the Promoters, the Commencement Certificate dated 05th April 2010 for commencing the construction of the said Building;
- vii. The Promoters accordingly have commenced development of the said Plot by constructing the said Building in accordance with the sanctioned building plans and will be entitled to make such variations or amendments thereto as the Promoters may in their absolute discretion deem fit and proper;

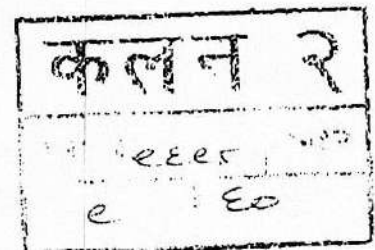
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- s. The Promoters have the right to sell and allot the residential flats shops tenements commercial premises open/stilt/upper, stilt parking spaces terraces and any other premises in the said Building and to enter into agreements with the purchasers of such premises tenements etc. and to receive the consideration in respect thereof.
- t. The Promoters have given inspection to the Purchaser of all the documents relating to the said Plot and the said Building including the sanctioned plans designs and specifications prepared by the architects and that the Purchaser has perused the same and has entered into this agreement knowing fully well and understanding the contents and implications thereof;
- u. Prior to execution hereof, the Purchaser has satisfied himself about the title of the Promoters to the said Plot and shall not make any further investigation of title and no requisition or objection shall be raised on any matter relating thereto and that the Purchaser hereby accepts the Promoters' title to the same;
- v. The Copies of (1) the certificate of title in respect of the said Plot issued by Messrs Vigil Juris, Advocates & Solicitors (2) the Property Record Card (3) the block plan of the said Plot and the said Building (4) the plans of the premises agreed to be purchased by the Purchaser and (5) the Commencement Certificate dated 05th April 2010 are annexed hereto;
- w. Over and above the available/unutilized FSI, the Promoters intend to use utilize and load on the said Plot the additional or any other advantage benefit profit or privilege in respect thereof to the maximum extent permissible;
- x. Such available/unutilized FSI and the FSI Credit that may be granted to the maximum loadable extent will be utilized by the Promoters in the construction of vertical extension or horizontal annexed to the said Building;
- y. The Purchaser has offered to purchase from the Promoters the Shop no. 16 admeasuring about 715 sq. ft. (carpet area, excluding loft) on the ground floor and Shop no. 116 admeasuring about 715 sq. ft. on first floor of the said Building to be known as 'Aum Supreme' more particularly described in the Second Schedule hereunder written (hereinafter referred to as the 'Premises');
- z. Relying upon such offer and application the Promoters have agreed to sell to the Purchaser the said Premises for the consideration of Rs. 1,32,00,000/- (Rupees One Crore Thirty Two lacs Only) and on the terms and conditions hereinafter appearing;
- aa. On or before the execution of these presents the Purchaser has paid to the Promoters a sum of Rs. 50,00,000 (Rupees Fifty Lacs Only) as earnest money for the said Premises (the payment and receipt whereof the Promoters do hereby admit and acknowledge) leaving a sum of Rs. 82,00,000/- (Rupees Eighty Two Lacs Only) being consideration to be paid in the manner hereinafter appearing;

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- bb. In the foregoing agreement the term 'Premises' shall include the shop/ office open/stilt/upper stilt parking spaces and any other premises hereby agreed to be sold. The term 'Purchaser' shall include purchaser of shop/ office, residential flats, tenements, premises, open/stilt/upper stilt parking spaces, terrace or purchasers of any other premises hereby agreed to be sold and shall also include the plural and feminine gender of the term 'Purchaser'.

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

1. The Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser the Shop no. 16 admeasuring about 715 sq. ft. (carpet area, excluding loft) on the ground floor and Shop no. 116 admeasuring about 715 sq. ft. on first floor of the building to be known as 'Aum Supreme', under construction on the said Plot situate at Plot No. 4, 6, 7, 8, & 9, Bail Bazar, Opp. H.P. Petrol Pump, Kalyan (West) at Mauje Kalyan within the limits of Sub-registrar Kalyan, Dist. Thane and bearing City Survey No 3361, 3362 & 3363 shown by red colour outline on the plans annexed hereto more particularly described in the Second Schedule hereunder written (hereinfter collectively referred to as the 'Premises') for the lumpsum consideration of Rs. 1,32,00,000/- (Rupees One Crore Thirty Two lacs Only). The Purchaser agrees to pay to the Promoters the said sum of Rs. 1,32,00,000/- being the consideration in respect of the said Premises in the manner as follows:

- i 50,00,000/- being paid on or before execution hereof
ii 82,00,000/- to be paid on or before 31st December 2013

Total Rs. 1,32,00,000/-
(Rupees One Crore Thirty Two lacs Only)
=====

2. The Promoters shall construct a residential and partly commercial building of ground and upper floors (hereinafter referred to as the Building') on the said Plot. The ground, first, second and third floors of the said Building shall consist of retail showrooms shops offices banquet hall gymnasium etc. The stilt parking spaces shall be situate on the ground second and upper floors/part upper floors of the said Building which shall be used for parking of vehicles and other allied purposes as the Promoters/their assigns may deem fit and proper. The said Building shall consist of flats/shops/offices/ tenements/premises which shall be sold on ownership basis. The said Building shall have two passenger lifts and two car/vehicle lifts as shown on the typical floor plan annexed hereto (hereinafter referred to as the 'Lifts'). The said Lifts shall be used by the purchasers/allottees/members of the residential flats. The said Building will be constructed in accordance with the building plans and designs approved by the concerned local authority and the specifications drawn by the Promoters which have been seen and approved by the Purchaser. The Promoters will always be entitled to make such variations and modifications to such sanctioned building plans as the Promoters may deem fit or as may be required by the concerned local authority. The

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Promoters will provide in the said Premises and the said Building the amenities and specifications as setout in the Third Schedule hereunder written. The Promoters shall observe and comply with all the terms and conditions stipulations and restrictions if any subject to which the concerned local authorities have sanctioned the plans.

3. The Promoters have expressly informed the Purchaser and the Purchaser has clearly understood that the Promoters may amend or change the layout of the said Plot and construct the said Building thereon. The consent hereinafter setout shall not be construed as a blanket consent and that the same has been granted after seeing the plans and understanding the implications thereof. The Purchaser hereby expressly agrees confirms and declares as follows:

- (i) the Promoters or their nominees or assigns will be entitled to use utilize consume or assign the unutilized FSI or balance FSI if any or any other advantage benefit profit or privilege which is now available or which may become available in respect of the said Plot on account of relaxations, modifications or amendments to the building regulations or as a result of any special concession that may be granted by the Kalyan Dombivli Municipal Corporation (hereinafter referred to as the 'KDMC') and/or State of Maharashtra or otherwise howsoever, alongwith the FSI credit by way of Transferable Development Rights (TDR) in respect of any other plot of land to the maximum extent possible, on the said Plot;
- (ii) Such unutilized or balance FSI if any or the additional FSI or TDR or any other such advantage benefit profit or privilege in respect of or arising out of the said Plot or any part or portion thereof shall be used utilized and consumed in the construction of the additional flats shops commercial premises tenements etc in the vertical extension or horizontal annexe to the said Building or any part or portion thereof or elsewhere on the said Plot;
- (iii) For the purposes of construction of such additional flats shops commercial premises tenements etc and to utilize such additional or further FSI/TDR or other benefits etc as aforesaid, the Promoters or their assigns or nominees will always be entitled to amend modify and alter the sanctioned building plans and layout plan of the said Plot and to enter upon the said Plot to construct such additional flats shops commercial premises tenements etc and to enter upon the said Building and construct columns beams pillars and other external supports and members thereof and the Purchaser will not raise any objection thereto;
- (iv) The Purchaser hereby expressly agrees that all necessary facilities assistance and co-operation will be rendered by the Purchaser to the Promoters or their assigns or their assigns to enable them to construct such extension or annexe by raising additional floor or floors or structures on or appurtenant to the said Building in accordance with the amended or modified plans layout and building plans that shall be sanctioned by the Municipal authorities. The Purchaser hereby further agrees and undertakes that after the proposed Organization (as hereinafter stated) is registered the Purchaser as a member or shareholder of

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such Organization, will accord his consent to such Organization giving to the Promoters full facility assistance and co-operation to enable the Promoters or their assigns to enter upon the said Plot and the said Building and construct such extension or annexed on the said Plot or any part or portion thereof and also to change the user thereof and also for the aforesaid purposes to shift the water tanks etc on upper floors or floor when so constructed;

(v) The Purchaser alongwith the purchasers of the other flats tenements premises etc in the said Building will be entitled to use the common passages water tanks pump rooms lifts staircases and other common areas more particularly described in the Fourth Schedule hereunder written (hereinafter referred to as the 'Common Areas'). The compound open areas landings lobbies open/stilt parking spaces overhead terraces pocket terraces and upper stilt parking spaces appurtenant or adjoining to any premises flats tenements parapets external walls blank walls and other walls Service Floor internal Refuge Areas or any other areas of the said Building and the said Plot are more particularly setout in the Fifth Schedule hereunder written (hereinafter referred to as the 'Restricted Areas'). The Promoters have expressly informed the Purchaser that the said Restricted Areas will always belong to the Promoters only. Unless and until the Promoters expressly sell assign transfer or in any manner grant the rights to use utilize or occupy the said Restricted Areas or any part or portion thereof, the Promoters will be deemed to be in the possession of the same. Further the Promoters their agents servants licensees transferees or assigns will always be entitled and authorized to have the uninterrupted access thereto. The Purchaser does hereby agree and undertake not to in any manner whatsoever obstruct hinder hamper or object to the Promoters or their agents servants licensees transferees or assigns being in the exclusive use occupation enjoyment and possession of the said Restricted Areas or any part or portion thereof;

(vi) It is expressly agreed that the Promoters will be entitled to use occupy or enjoy and/or permit any third party or person or persons to commercially or otherwise use occupy and enjoy the said Restricted Areas and other portions of the said Plot or the said Building, including but not limited to put up hoarding/illuminated or neon signs V-sat or Cellular or other antennae and other apparatus/gadgets and machinery including cables wires conduits in respect thereof on the said Plot or on the said Building or any part or portion thereof and for such purposes the Promoters or their assigns or transferees are absolutely authorized to allow temporary or permanent construction or erection or installation on the exterior of the said Building or on any part or portions thereof. PROVIDED HOWEVER the Promoters or their assigns or transferees will not be entitled to pay to the Purchaser or the Organization, any amount fee compensation by whatever terminology called for the use or utilization of the said Restricted Areas or any of the aforesaid rights hereby retained and reserved by the Promoters (save and except the statutory dues duties or taxes in respect thereof);

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- (vii) The Promoters have expressly informed the Purchaser and the Purchaser is aware that the Promoters intend to and will be absolutely entitled to either retain unto themselves or to sell lease sub-lease let out or in any manner grant rights to any third party to use utilize enjoy occupy all or any part or portion of the said Restricted Areas forming a part of the said Plot and/or the said Building. The Promoters or their assigns or nominees or third party will be entitled to run operate conduct from the said Restricted Areas or any part or portion thereof such activity or activities as the Promoters or their assigns or nominees or such other third party may desire on professional and/or commercial basis and/or any other basis. The Promoters or their assigns or nominees or any other third parties as aforesaid will be entitled to allow any outsiders (persons not owning any premises in the said Building) to use and enjoy the facilities amenities to be provided in the said Restricted Areas. The Promoters or their assigns or nominees or third parties as aforesaid will be entitled to make stipulate and enforce such rules regulations byelaws and directions for the use enjoyment of such Restricted Areas or any part thereof and to receive recover and appropriate unto themselves the charges fees deposits and subscription for such use enjoyment of the said Restricted Areas as aforesaid and that the Purchaser or the said Organisation will not be entitled to any reimbursement of such fees charges deposits or any other receipts on any account whatsoever. IT IS FURTHER CLARIFIED and expressly agreed and understood by and between the parties hereto that the Promoters or their assigns or nominees or such third parties will always be entitled to the said Restricted Areas including the rights to own manage run conduct transfer or assign the benefits thereof and receive recover and appropriate the consideration received therefrom including from the day to day business thereof and the Purchaser will have no right thereto either in his individual capacity or through the said Organisation as aforesaid;
- (viii) The Promoters will be entitled to transfer/assign all or any of the aforesaid rights hereby retained and reserved by them to any other person or persons for such consideration and on such terms as they may deem fit and the Purchaser or the said Organisation shall not object to the same. Such transferee/assignee will be entitled to all or any of the aforesaid rights without any contribution or any kind of payment and without any objection or obstruction from the purchasers of other premises in the said Building or the said Organisation or other organizations as the case may be.
- (ix) The Purchaser has clearly understood the implications of the above provisions. The aforesaid conditions are of the essence of the contract and only upon the Purchaser expressly agreeing to the above conditions, the Promoters have agreed to sell the said Premises to the Purchaser. The Purchaser does hereby agree and undertakes not to object to any of the aforesaid provisions rights and authorities hereby granted to the Promoters or claim any reduction in price of the said Premises on such or other grounds

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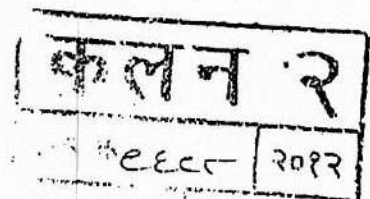
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like damage hardship or inconvenience or obstruction of air light or otherwise whatsoever in respect of the said Premises the said Building or the said Plot. The Purchaser does hereby agree not to directly or indirectly do or cause to be done or omit or cause to be omitted any act deed matter or thing and/or adopt any legal or quasi legal proceedings or actions whereby the use enjoyment possession sale letting leasing further development of the said Plot the said Building or the vertical extension or horizontal annexe thereto is in any manner hindered hampered or obstructed.

4. It is expressly agreed and understood by and between the parties hereto that nothing contained in this agreement is intended to be nor shall be construed as a grant demise or assignment in law of the said Plot or any part thereof or the Building thereon or any part thereof including the said Restricted Areas. It is further expressly agreed and understood by and between the parties hereto that save and except the said Premises, the Purchaser shall have no claim of any nature whatsoever to any other portion of the said Plot or the said Building including the said Restricted Areas or any part thereof As aforesaid unless expressly sold/allotted by the Promoters all the said Restricted Areas unutilised FSI or additional FSI or TDR or any other benefit privilege or advantage that may hereafter become available in respect of the said Plot will always remain the property of the Promoters or their assigns or nominees. The Promoters are entitled to and are hereby expressly authorized to sell dispose of or allot the said Restricted Areas on the said Plot or of the said Building or any part thereof or create any third party rights in favour of such persons for such consideration and on such terms and conditions as they may deem fit and proper in their absolute discretion. Upon the said Building with the said Plot being transferred to the Organisation (as is hereinafter stated) the Deed of Conveyance will contain, the necessary covenants reserving to the Promoters the aforesaid rights or such of them as the Promoters may deem fit and proper.
5. The Purchaser and the said Organisation will not hinder hamper or in any manner object to the use enjoyment possession sale letting leasing or further development of the said Plot the said Building or the vertical extension or horizontal annexe thereto and/or the said Restricted Area or any of the respective parts or portions thereof under any circumstances whatsoever whether on the ground of nuisance disturbance or inconvenience or any other reasons of any nature whatsoever. At their sole discretion the Promoters may commence or postpone construction of the said Building or such additional shops premises tenements etc as they may deem fit.
6. The Purchaser shall use the said Premises or any part thereof or permit the same to be used for the purpose that may be permitted by the concerned local authority. The Purchaser shall use the upper/ stilt parking space adjacent and appurtenant to the said Premises if any allotted to him only for his private and personal use and for the purpose of parking his own vehicles. The Purchaser shall not use the said Premises for any other purpose and specifically so which may or is likely to cause nuisance or annoyance to the occupiers of the neighboring premises or for any illegal immoral or inappropriate purpose.

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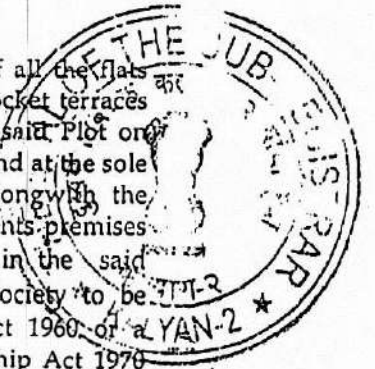
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7. The Promoters are entitled to sell allot or dispose of or grants the rights to the exclusive and independant use enjoyment and possession of the flats tenements shops premises open upper/stilt car parking spaces the pocket terraces etc in the said Building for the purposes of using the same as a part and parcel of such flat tenement shop premises etc. The purchaser shall not object to the other premises flats tenements shops etc in the said Building being used for the purposes of banks dispensaries nursing homes maternity homes coaching classes restaurants hall or for any other commercial purposes subject to the prior written permission of the Promoters in that behalf .
8. In case the Purchaser gives the said Premises on leave and license basis or on any other basis and if on that account the local authority or any other authority charges the municipal or other taxes or any other payments or outgoings at an increased rate the Purchaser hereby agrees and undertakes to pay such increased municipal taxes in respect of the Premises without raising any dispute or objection in that behalf. In case the Purchaser fails or avoids to pay such increased municipal taxes or any other payments or outgoings, the Purchaser will alone be liable for all the consequences that may arise whether directly or indirectly or remotely from such non-payment and the Purchaser will indemnify and keep the Promoters indemnified in that behalf.
9. The upper /stilt parking spaces in front of adjacent and appurtenant to or vertically or horizontally connected to the flats premises or tenements in the said Building and duly allotted to the purchaser of such premises tenement shall belong exclusively to such respective purchaser thereof and such terrace parking spaces etc are intended for the exclusive and independant use of such purchaser alone. The Purchaser or the Organization will not raise any objection or make any claim of any nature whatsoever to such exclusive use of the terraces parking spaces any portions thereof.
10. The Promoters will sell/allot and grant rights in respect of all the flats premises tenements open stilt/upper stilt parking spaces pocket terraces etc in the said Building that will be constructed on the said Plot on ownership basis with a view ultimately that at the option and at the sole discretion of the said Promoters, the said Purchaser along with the purchasers/allotees of the other shops/ offices flats tenements premises open stilt/upper stilt parking spaces pocket terraces etc in the said Building, should form themselves into a Co-operative Society to be registered under the Maharashtra Co-operative Societies Act 1960 or a Condominium under the Maharashtra Apartment Ownership Act 1970 (hereinafter referred to as the 'Organisation'). The Promoters shall cause the said Organisation to be formed and registered upon before the complete development of the said Plot including the construction of the Building and the vertical/horizontal annexes/extension thereto. However the Purchaser shall not be entitled to call upon to Promoters to do so until the aforesaid is complete.
11. By an under agreement for sale arrived and executed at between the Avenue Supermarts Private Limited and Promoters, Avenue Supermarts Private Limited shall become and be admitted as the members of the said Organization and be granted the membership and allotted the shares thereof. However Avenue Supermarts Private Limited will be bound and

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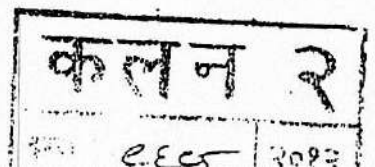
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liable to bear pay contribute and reimburse to the Organization and/or to the Promoters a fixed amount of Rs. 5,000 per month towards maintenance charges, outgoings, contribution towards sinking fund, repair fund, society fund and other payments etc. as herein contained.

12. The Purchaser alongwith the purchasers of other shops/ offices flats tenements premises car parking spaces terraces etc. in the said Building shall join in the formation and registration of the said Organization to be known by such name as the Promoters may decide. The Purchaser will sign and execute the application for registration application for membership bye-laws and other papers and documents and do all other acts deeds matters and things as may be directed by the Promoters for the formation and registration of the said Organization as the case may be. The Purchaser shall not have any objection to any change or modification if any made by the Promoters in the usual or model bye-laws of the Memorandum and Articles of Association as the case may be, of the said Organization.
13. The Purchaser will take and accept possession of the said Premises within fifteen (15) days of the Promoters giving written notice to the Purchaser intimation that the said Premises is ready. Irrespective of whether the Purchaser has taken possession of the said Premises or not, after the expiry of the notice period of fifteen days as aforesaid, the Purchaser will be bound and liable to pay the amounts including the proportionate property taxes electricity charges maintenance and common outgoings, dues duties etc in respect of the said Premises as stated in clause 29(r) hereof.
14. If the Purchaser brings to the notice of the Promoters any material leakage defect in the Premises within a period of three (3) years from the date of handing over possession of the said Premises then wherever possible such leakage defect shall be rectified by the Promoters at their own cost.
15. The Purchaser has perused all the documents as hereinabove recited and is aware of the provisions thereof and the Purchaser does hereby agree and undertake not to raise any objections questions requisitions or issues in that behalf.
16. Notwithstanding the formation of the said Organisation the Promoters shall be absolutely entitled to the said Plot and the said Building thereon. The control management power and authority of such Organisation shall be subject to the overall authority and control of the Promoters in respect of all the matters concerning the said Plot and the said Building. In the event of said Organization being formed and registered before the sale and disposal of all the flats tenements shop premises parking spaces terraces and the said Restricted Areas in the said Building by the Promoters, then and in such an event the Promoters shall be absolutely entitled to such unsold premises and areas and be entitled to sell deal with or dispose the same. Until such flats shops tenements premises areas etc are sold, the Promoters shall be liable on y to pay the municipal taxes in respect thereof.
17. It is further expressly agreed that upon the Promoters selling dealing with or disposing off such unsold flats tenements shops premises areas etc the allottee/transferee/purchaser thereof from the Promoters, will be

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admitted to the said Organisation as an ordinary member thereof without payment of any other or further charge premia deposit fee or any additional payment (by whatever terminology called) save and except a sum of Rs 250/- for the share money and Rs 100/- as entrance fee therefor. Such allottee/transferee/purchaser will not be discriminated or treated prejudicially by the Purchaser or the said Organisation or any of them.

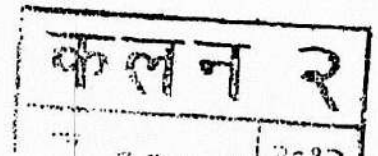
18. Upon all the flats shops premises offices tenements etc in the said Building on the said Plot being sold and upon each of such members of the said Organisation paying in full the amounts payable by them for purchase thereof and otherwise observing all the terms and conditions to be observed and performed by each of such purchasers and upon the complete and full development of the said plot and the said Building and the vertical/horizontal annexe/extension thereto being complete, the Promoters shall at their option convey the said Plot with the said Building thereon or submit the same to the Condominium in favour of the said Organisation upon the terms and covenants as herein contained and as the Promoters may deem fit and proper. Advocate as appointed by the Promoters will prepare the Deed of Conveyance or the Declarations (as the case may be) and all other documents to be executed in pursuance of these presents as also the Bye-laws of said Organisation. All costs charges and expenses including professional fees stamp duty registration charges and other expenses in connection with such bye-laws preparation and execution of such documents will be borne and paid by the Purchaser alongwith the purchasers of the other flats tenements etc in the said Building in proportion to the area of their respective premises.
19. The stamp duty registration charges and all other costs of and incidental to the foregoing agreement will be borne and paid by the Purchaser alone. The stamp duty registration charges and all other costs charges and expenses in respect of the Deed of Conveyance/declarations and other documents to be executed in favour of the said Organisation as is hereby contemplated shall be proportionately borne and paid by the Purchaser (that is the proportion of the area of the said Premises to the aggregate area of the said Building) or at such rate as may be ascertained and fixed by the Promoters. It is expressly agreed by and between the parties hereto that unless and until the Purchaser and all other purchasers tenants/allottees of the flats shops premises tenements etc in the said Building have paid over the proportionate amount of stamp duty and registration charges and/or any increased amount thereof and caused the Deed of Conveyance/declaration to be duly adjudicated, the Promoters will not be obliged or liable to execute the Deed of Conveyance/Declaration and other documents in favour of the said Organisation.
20. The Purchaser agrees that the Deed of Conveyance/ Declaration to be granted in respect of the said Plot with the said Building will contain the following appropriate covenants on part of the Purchaser the said Organisation as the case may be:
- a covenant to maintain look after upkeep in good condition and order and repair alter and renovate the said Common Areas and/or the said Restricted Areas or any part thereof;

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- b covenant to pay the rents, rates and taxes and costs charges expenses for the maintenance and repair of the said Building, the said Common Areas, the said Restricted Areas ;
- c covenant to restore at their own costs charges and expenses to its original condition the said Common Areas and/or the said Restricted Areas/ or any part thereof after digging opening or using the same and to give appropriate prior written notice to the parties affected thereby;
- d covenant to keep open to sky and unbuilt upon the said Common Areas and/or the said Restricted Areas and other amenities or any part thereof as per the directions of the Promoters; and
- e covenant retaining with the Promoters or their nominee or nominees the rights authorities and title to the exclusive use occupation enjoyment and possession of the said Restricted Areas including the rights to use utilise and consume all advantages benefits privileges and profits including unutilized FSI or available FSI or FSI credit by way of Transferable Development Rights in respect of the said Plot or any part thereof as contained in the foregoing Agreement.
21. The said Organization will manage maintain and look after the day to day affairs of the said Building including the said Common Areas thereof as also the electricity supply water supply pumps basement lifts car lifts drainage systems entrance gate and other areas appurtenant thereto and a portion of the compound earmarked for the exclusive use of the purchasers of the flats tenements premises in the said Building. The said Organization will manage maintain and look after the day to day affairs of the said Building including the said Common Areas thereof as also the electricity supply water supply pumps lifts drainage systems and entrance gate thereof and portion of the compound earmarked for the exclusive use of the purchasers/tenant allottees of the shops commercial premises offices in the said Building. The portion of the compound earmarked for the exclusive use of the purchasers/tenant allottees of the shops commercial premises flats tenements in the said Building shall be managed and maintained by the said Organization.
22. Until the said Building with the said Plot is transferred to the said Organisation, the Purchaser will be bound and liable to bear and pay to the Promoters and the Promoters will be entitled to recover from the Purchaser, the provisional monthly contribution as hereinafter provided. The provisional monthly contribution will be calculated at the rate of Rs. 15,000/- (Rupees Fifteen Thousand Only) per month or at such rate as the Promoters may decide from time to time. However in the event there being any deficit/in the amount of provisional monthly contributions then the purchasers does hereby agree and undertake to duly fully and promptly bear pay and/or reimburse the said to the promoters. Such provisional contribution will be utilized to pay and settle the outgoings such as local taxes betterment charges water charges insurance premium (including any increases therein) charges for common lights repairs salaries of clerks bill collectors watchman sweepers and such other taxes charges cesses dues and duties as may be levied by the concerned local

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authority and/or government in respect of the said Plot the said Building and the said Premises and all other expenses necessary of and incidental to the management and maintenance of the same. The provisional contribution will be paid within fifteen days of the notice being given by the Promoters to the Purchaser in that behalf. The Purchaser does hereby agree and undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the fifth day of each and every subsequent month and shall not withhold the same for any reason whatsoever PROVIDED that the Purchaser does hereby agree and undertake to pay to the Promoters such provisional monthly contribution as may be determined by the Promoters until the said Building is assessed by the municipal authorities. Before possession of the said Premises is handed over to him the Purchaser will deposit and keep deposited with the Promoters the provisional monthly contribution for a period of twenty four months) which at the rate aforesaid aggregates to Rs. 3,60,000/- (Rupees Three Lacs Sixty Thousand Only) or such amounts as the promoters may stipulate. The deposit as shall remain with the promoters as a security for regular payment of the dues payable as aforesaid. The deposit so paid by the Purchaser to the Promoters will not carry any interest and shall remain with the Promoters subject to the disbursements therefrom of the amounts for the purposes aforesaid until the necessary Deed of Assignment is executed in favour of the said Organisation as aforesaid. Upon such Deed of Assignment being executed the said deposit or the balance thereof if any with the Promoters shall be paid over by the Promoters to the said Organisation. The Promoters shall render the account for such amounts to the said Organisation upon execution of the Deed of Assignment in its favour as above. The Purchaser shall have no individual right of account of such amounts. It is expressly agreed and understood by and between the parties hereto that the Purchaser alongwith the other premises tenements etc will not call upon or require the Promoters to contribute any amount towards any maintenance charges outgoings or contributions in respect of the unsold premises and tenements. The Promoters will also be entitled to the refund of the municipal taxes on account of the vacancy of the such unsold premises etc or any of them.

23. The Purchaser hereby expressly agrees that in the event of any amount being levied by or payable to the Kalyan Dombivli Municipal Corporation and/or State Government and/or to MSEDCL by way of premium cess tax deposit and/or charges including any betterment charges, development tax, security deposits or charges for the purpose of giving permission for development, water connection, drainage connection and electricity connection and/or any other taxes and/or payments of similar nature by whatever terminology called becoming payable by the Promoters after the execution hereof, then and in such an event the same shall be proportionately borne paid and reimbursed by the Purchaser.
24. The Purchaser also agrees to bear pay reimburse to the Promoters, the pro-rata cost charges and/or expenses in respect of installation of water lines, water mains, sewerage lines, sewerage mains electric cables electric substation (if any) making internal roads and access roads on the said Plot. The betterment charges referred to above shall also include charges for installation of water lines sewage mains drainage layout and all other facilities etc to the Purchaser.

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25. The Purchaser shall pay and reimburse to the Promoters such amounts if any that may be paid to or deposited with Maharashtra State Electricity Distribution Co. Ltd. or any other utility provider or body or authority as service line charges electric deposits/charges or electric meter charges or for any other purpose.
26. The Purchaser will on or before possession of the said Premises being handed over to him pay the following amounts:
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| a | 350/- | towards share money application and entrance fee of the said Organisation; |
| b | 3,60,000/- | the security deposit towards proportionate share of taxes maintenance and other charges and outgoings for 24 months. |
| c | 25,000/- | towards charges of electric connection/cable/electric sub-station/electric meter/service line charges/water connection etc; |
| d | 5,000/- | towards legal charges of the foregoing Agreement; |
| e | 5,000/- | towards legal charges and expenses for formation and registration of the said Organization/Apex Body and the Deed of Conveyance in favour of the said Apex Body; |

Total 3,95,350/-

(Rupees Three Lacs Ninety Five Thousand Three Hundred & Fifty only)

27. The said sum of Rs. 3,95,350/- will be paid by the Purchaser to the Promoters over and above and in addition to the amounts of consideration as stated in clause 1 above. It is further agreed that the Promoters will have full and absolute right authority and power to invest such amount or amounts in the manner they may deem fit and the Purchaser will have no right to such amount or the account thereof. The Purchaser will not be entitled to ask or claim any refund or adjustment of the amount mentioned herein against the expenses municipal taxes and outgoings or any increase therein.

28. The Purchaser is aware that sec 65(105)(ZZQ) is inserted in the Central Excise Tariff Act 1985 whereby payments made by a prospective buyer to the promoter/builder/developer pending the construction and completion of the flats shops offices premises etc will be deemed as "service" and thereby the same would attract service tax. The Purchaser is further aware that under the provisions of the Maharashtra Tax Laws (Levy Amendment and Validation) Act the State Government proposes to impose the Maharashtra Value Added Tax (VAT) on sales of flats shops offices premises etc by the promoter/builder/developer etc to the

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prospective-buyer thereof. Upon such Service Tax/VAT or any other statutory tax due duty or payment being due payable applicable or enforceable in the present or in future, the Purchaser does hereby expressly unconditionally and irrevocably agree and undertake to bear and pay or reimburse such Service Tax/Value Added Tax or any other statutory payments directly indirectly or remotely payable in respect of the said Premises to the Central/State Government or any other local bodies or authorities relating to the construction development sale marketing or otherwise howsoever relating to or in respect of the said Premises or any amenities facilities services relating thereto. Upon the request and direction of Promoters the Purchaser does hereby further agree and undertake to provide and handover to the Promoters the post dated cheques or any like instrument bonds or written undertakings in respect of the amounts payable for the aforesaid purposes. The Purchaser does hereby further agree and undertake to indemnify and keep the Promoters indemnified saves defended and harmless of from and against any cost charge or expense incurred or any risk harm or prejudice suffered or any suit action or proceeding instituted in respect of or arising out of or due to the non payment of such Service Tax/VAT or other statutory liability or payment whatsoever. In the event or in case of default by the Purchaser in the payment of Service Tax/VAT or any such other or further statutory payments liabilities or the like relating the construction development sale marketing etc of the said Premises then the Promoters will be entitled to a first charge and lien on the said Premises to the extent of such outstanding statutory taxes/dues.

29. With an intention to bind the Purchaser himself and his successors in title who may from time to time be entitled to the benefit under this agreement the Purchaser hereby covenants with the Promoters as follows:

- a To maintain the said Premises at the Purchaser's own cost in good and tenable repair and condition and the Purchaser will not do or suffer to be done anything in or to the said Premises on any other part thereof or the said Building or any part thereof (including but not limited to the said Common Areas and Restricted Areas) which may be against the rules regulations or bye-laws of the concerned local or any other authority;
- b Not to commence or carry out any addition alteration or modification to the said Premises or any part or portion thereof without the prior written permission of the Promoters or the said Organisation and maintain it in the same condition state and order in which it was delivered by the Promoters to the Purchaser;
- c Not to do or suffer to be done anything on or to the said Building or the said Premises which may be against the rules regulations or bye-laws of the concerned local authority or the public authority;
- d Not to demolish or cause to be demolished the said Premises or any part thereof;
- e Not to make or do any addition alteration or modification of whatsoever nature in or to the grills of windows outside door balconies or outer portions of the said Premises lift landings and outside staircases and other portions of the said Common Areas

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and Restricted Areas which may in any manner change alter harm deface or spoil prejudicially affect the symmetry elevation get up colour scheme facade or interior or exterior design or colour scheme of the said Building or any part thereof;

- f Not to enclose the balconies ducts terraces passages or other portions of the said Common Areas and the said Restricted Areas or any other areas or other portions of the said Building;
- g Not to affix box grills or any other enclosures or additions or projections of any nature whatsoever to the said Premises or any part thereof. The window air conditioners or split unit air conditioners should be appropriately installed in the place provided therefor;
- h Not to store in the said Premises any goods which may be of hazardous combustible or dangerous nature or which may be so heavy as to damage the construction or structure of the said Building or otherwise objectionable to the concerned local or other authority;
- i Not to carry or cause to be carried any heavy package which may damage or is likely to damage the staircase common passages or any other structures of the said Building including its entrance;
- j Not to keep or place pots and other receptacles with or without plants or foliage on the edges parapets or any other outer portion of the said Premises including the common passages or other Common Areas;
- k To keep the portion sewers drains pipes of the said Premises and appurtenances thereto in good and tenatable repair and condition and in particular so as to support shelter and protect the other parts of the said Building;
- l Not to chisel or in any other manner damage the columns beams walls slabs or RCC structures or other parts of the said Premises without the prior written permission of the Promoters and/or the Organisation as the case may be;
- m Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Building or any part thereof or whereby any increased premium shall become payable in respect of such insurances;
- n Not to place or keep any plants pots or other containers tanks or receptacles garbage cans waste paper baskets in the common passage staircases landing or lobbies of the said Building or any part of the compound thereof;
- o Not to carry or cause to be carried or moved any garbage cans in the lifts of the said Building;

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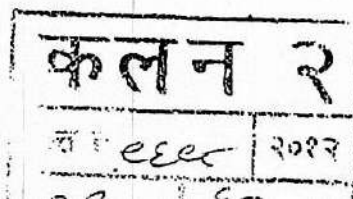


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- p Not to throw dirt rubbish rags garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Plot or the Building;
- q To maintain manage lookafter repair and keep in good order and condition the said Common Areas Restricted Areas passages compounds and other common areas facilities with the electrical light drains pipes sewers and all other installations and connection hereto;
- r To bear and pay the proportionate costs charges and expenses for repairing and maintaining the said Common Areas as also the proportionate rents rates taxes and all other outgoings (including any increases therein) payable to the municipal authorities the State Government or any other local or public authority in respect of the said Plot and the said Building. Such proportionate costs charges expenses and rent rates taxes and outgoings will be paid initially to the Promoters and subsequently to the Organisation;
- s To fully and properly restore at his entire costs charges and expenses the said Common Areas or the said Restricted Areas or any portion of the said Building or any part thereof to its original condition whenever it is dug up opened or used for carrying out any kind of works therein. Such work shall not be carried out in a way that it will obstruct or impede the use thereof for a period longer than necessary and reasonable. Before such work is commenced a reasonable prior notice in writing shall be given to the parties affected thereby including the Promoters and/or the said Organisation as the case may be;
- t Without prejudice to the consequences or liability that may arise in that event the Purchaser will bear and pay all increases in local taxes water charges insurances and such other levies if any which are imposed by the concerned local authority and/or government on account of change of user of the said Premises by the Purchaser;
- u Not to let sub-let transfer assign or part with the possession of the said Premises or the Purchaser's interest or benefit under this agreement until all the dues payable by the Purchaser to the Promoters under this agreement are fully paid-up and only if the Purchaser has not been guilty of breach or non-observance of any of the terms and conditions of this agreement AND until the Purchaser has obtained the prior permission to that effect in writing from the Promoters;
- v To observe and perform all the rules and regulations which the said Organisation may adopt at its inception and the additions alterations and amendments thereto that may be made from time to time for protection and maintenance of the said Building the said Common Areas and the said Restricted Areas and other amenities and facilities and the shops offices commercial premises tenements therein or otherwise;

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- w To observe and perform the existing building rules regulations and bye-laws of the concerned local authority and of government and other public bodies;
- x To observe and perform all the stipulations and conditions laid down by the Organisation regarding the occupation and use of the said Premises in the said Building and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoings as herein elsewhere provided;
- y Till the Deed of Conveyance/Declaration of the said Building with the said Plot is executed in favour of the said Organisation the Purchaser shall permit the Promoters and their architect and surveyors and agents with or without workmen at all reasonable times to enter into and upon the said Premises to view and examine the state and condition thereof.
30. If any default is committed by the Purchaser in making payment of any amounts due on their respective due dates as herein stated without prejudice to his other obligations and liabilities that may arise in that event the Purchaser will be liable to pay and does hereby irrevocably agree and undertake to pay the aforesaid amounts to the Promoters, alongwith interest thereon calculated at the rate of 21% (twenty one percent) per annum on all such amounts that may be due and payable by the Purchaser to the Promoters under the terms and conditions of this agreement from the due date of such amounts till the date of its payment.
31. On the Purchaser committing a default in payment of any amount due and payable by the Purchaser to the Promoters under this agreement (including proportionate share of taxes and/or increases levied by the concerned local authority maintenance charges and any other outgoings) or a breach of any of the terms and conditions herein contained, the Promoters shall be entitled at their sole option to unilaterally terminate cancel and revoke this Agreement. The termination of this Agreement by the Promoters will be binding on the Purchaser and the Purchaser will not raise any objection in that behalf. Upon termination of this Agreement by the Promoters: (a) they will be entitled and are hereby authorized to unilaterally forfeit twenty (20%) percent of the consideration under clause 1 above as and by way of agreed and quantified liquidated damages and repay the balance amount if any till then paid by the Purchaser to them out of the sale proceeds of such Premises to the subsequent purchaser (b) the Purchaser will not be entitled to remain in the use occupation enjoyment or possession of the said Premises and the Promoters will be authorised to resume the possession thereof from the Purchaser (c) the monies so forfeited by the Promoters will be appropriated by the Promoters as they may deem fit and the Purchaser shall have no right to claim any repayment of the monies so forfeited as above (d) the Promoters will be entitled and authorized to sell the said Premises to any other person or persons for such consideration and upon such terms and conditions as they may deem fit and proper and the Purchaser will not object and question the same and (e) the Promoters shall not be liable to pay to the Purchaser any interest on the amounts so refunded. Provided however in case of any deficit arising out of the subsequent sale of the Premises, then the Purchaser shall be liable to bear such loss/deficit and make good the same to the Promoters.

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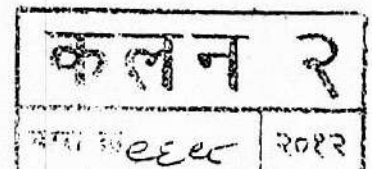
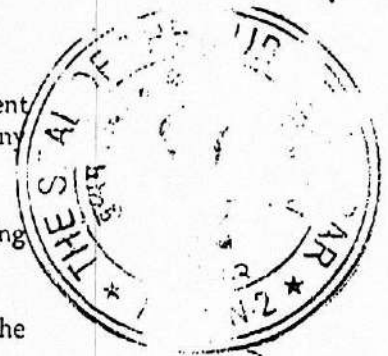
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32. The Promoters will be entitled to exercise a first lien and charge on the said Premises in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement. The Purchaser does hereby agree and undertake that he will not sell dispose of or otherwise deal with the said Premises or in any manner part with possession thereof during the subsistence of such a charge of the Promoters on the said Premises.
33. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance of or giving of time to the Purchaser by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoters.
34. The Purchaser hereby grants his express consent to the Promoters to raise any loan or any other financial facility against the said Plot and/or the said Building under construction. This consent is on the express understanding that such liability shall be cleared by the Promoters at their own expenses.
35. Subject to the Purchaser making full payment of all the amounts of consideration in respect of the said Premises and all other amounts hereunder payable by him to the Promoters, the Promoters shall handover possession of the said Premises to the Purchaser on or before 31st December 2013 provided the Promoters will be entitled to a grace period of six (6) months. Provided Further that the Promoters will be entitled to reasonable extension of time after the grace period for giving delivery of the said Premises in case if the completion of the said Buildings or any part thereof is delayed on account of:
- War civil commotion or act of God;
 - Any notice or notification of the government and/or other public or competent authority or any order of any court;
 - Non-availability of steel cement and other building material water or electricity;
 - Any other circumstances beyond the control of the Promoters.
36. This agreement shall always be subject to the provisions of the said Act and the Rules made thereunder.
37. The name of the said Building shall always be 'Aum Supreme'.
38. The original hereof shall remain with the Purchaser. The Purchaser shall present this agreement at the appropriate sub-registry for registration thereof and the Promoters will attend such sub-registry and admit execution thereof upon an advance intimation for the purpose being received from the Purchaser in writing.

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39. All the notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser by or under certificate of posting at his address specified hereinabove.

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

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:
(Description of the Plot)

ALL THAT piece or parcel of land bearing Sub-divided Plot nos 4, 6 open space nos 7 8 and 9 situate at Rambhau Patwardhan Road Kalyan (West) Thane 421 301 within the limits of Kalyan Dombivli Municipal Corporation in the revenue village of Kalyan in the taluka and registration sub-district of Kalyan district Thane forming a part of the lands formerly bearing Survey no 270/3(p) and now bearing CTS no 3361(p) formerly bearing Survey no 251(p) and now bearing CTS no 3362(p) formerly Survey no 250/2(p) and now bearing CTS no 3363(p) in aggregate admeasuring about 4,833.82 sq mts and bounded as follows On or towards North by Rambhau Patwardhan Road On or towards South by Plot no 5 Ramkuwar Mansion Building On or towards West by Dr Deepak Shetty Marg and on or towards East by Plot no 2.

THE SECOND SCHEDULE HEREUNDER WRITTEN:
(Description of Shop)

ALL THAT Shop no. 16 admeasuring about 715 sq. ft. (carpet area, excluding loft) on the ground floor and Shop no. 116 admeasuring about 715 sq. ft. on first floor of the said Building to be known as 'Aum Supreme' on the Plot described in the First Schedule.

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THE THIRD SCHEDULE HEREINABOVE REFERRED TO:
(List of Amenities and Specifications)

1. GENERAL
 - Exclusive designed Elevation of Building & attractive Entrance Lobby
2. FLOORING:
 - Marble / Johnson Marbolex / Spartex 16 x 16 or 18 x 18 for Shop/ Office
3. OTHERS
 - Concealed Copper wirings with ISI specification & standard quality switches & sockets
 - Concealed Telephone point
 - Concealed cable point
 - Acrylic washable distemper paint with POP finish wall & ceilings

THE FOURTH SCHEDULE HEREUNDER WRITTEN:
Description of Common Areas

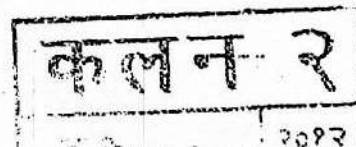
- 1 Common access/egress areas.
- 2 Water tanks.
- 3 Pump rooms.
- 4 Staircases

THE FIFTH SCHEDULE HEREUNDER WRITTEN:
Description of Restricted Areas
(Unless specifically allotted or rights granted)

- 1 Overhead terraces alongwith its external parapets walls Blank walls and other walls.
- 2 Exclusive and appurtenant pocket terraces
- 3 Parapets and other external walls blank walls and other Walls.
- 4 Internal access roads and other areas
- 5 Compounds/Open Areas
- 6 Service Floor
- 7 Refuge Areas
- 8 Open/Stilt parking spaces

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SIGNED SEALED AND DELIVERED BY THE)
within named 'Promoters'
M/s Om Vasistha Developers
through its Authorised Signatory

Raviya

In the presence of

1. ~~Vasishthaman Jain~~
Ravindra Raviya
- 2.



SIGNED SEALED AND DELIVERED BY THE)
within named 'Purchaser'
M/s Swarnsarita Realty Pvt. Ltd.
through its Authorised Signatory

SWARN SARITA

Asha

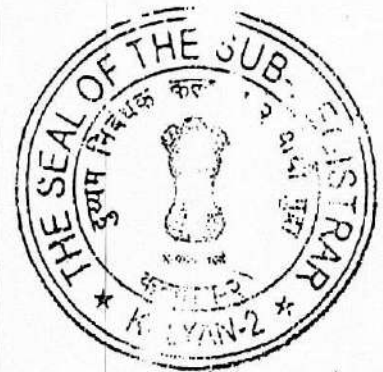
RENT LTD.

M. Jain

Authorised Sign.

In the presence of

- 1.
2. *Dilip*



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२८००	२०२२

RECEIPT

RECEIVED of and from the within named Purchaser a sum of Rs. 50,00,000/- (Rupees Fifty Lacs only) being the earnest money paid by them to us as within mentioned. Details whereof are as under:

Date	Cheque No.	Amount
23.10.2012	821592	50,00,000

50,00,000/- (Rupees Fifty Lacs only)

WITNESSES:

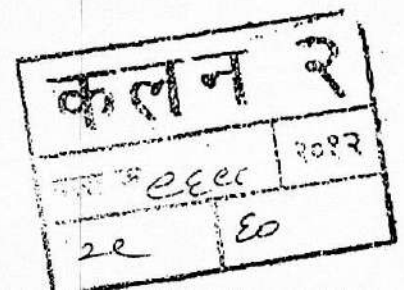
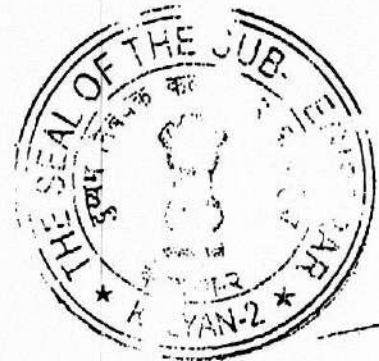
- 1.
- 2.

WE SAY RECIEVED

For Om Vasistha Developers

[Handwritten Signature]

(Promoters)



SWARNSARITA REALTY PRIVATE LIMITED

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF SWARNSARITA REALTY PRIVATE LIMITED AT THEIR MEETING HELD ON TUESDAY, THE 6TH DAY OF NOVEMBER, 2012 AT 17/19, 1ST FLOOR, ROOM NO. 12, DHANJI STREET, MUMBAI-400003.

RESOLVED THAT Mrs. Asha M Chordia, Director of the Company, is hereby authorized to sign, Shop Purchase agreement & other relevant documents of:-

1. Shop no. 16 admeasuring about 715 sq. ft. (carpet area, excluding loft) on the ground floor and Shop no. 116 admeasuring about 715 sq. ft. on first floor of the building to be known as 'Aum Supreme', under construction on the said Plot situated at Plot No. 4, 6, 7, 8, & 9, Bail Bazar, Opp. H.P. Petrol Pump, Kalyan (West) at Mauje Kalyan within the limits of Sub-registrar Kalyan, Dist. Thane .

2. the Shop no. 15 admeasuring about 715 sq. ft. (carpet area, excluding loft) on the ground floor and Shop no. 115 admeasuring about 715 sq. ft. on first floor of the building to be known as 'Aum Supreme', under construction on the said Plot Situate at Plot No. 4, 6, 7, 8, & 9, Bail Bazar, Opp. H.P. Petrol Pump, Kalyan (West) at Mauje Kalyan within the limits of Sub-registrar Kalyan, Dist. Thane.

FURTHER RESOLVED THAT Mrs. Asha M Chordia, Director of the Company, is hereby authorized to make Deed, Agreement, Confirmation Deed, Sign, prepare & execute the necessary documents, deed declaration, rectification, & to presents, lodge for , Shop Purchase agreement & other relevant documents the office of the sub registrar of Assurance for Registering the documents of:- 1). Shop no. 16 admeasuring about 715 sq. ft. (carpet area, excluding loft) on the ground floor and Shop no. 116 admeasuring about 715 sq. ft. on first floor of the building to be known as 'Aum Supreme', under construction on the said Plot situated at Plot No. 4, 6, 7, 8, & 9, Bail Bazar, Opp. H.P. Petrol Pump, Kalyan (West) at Mauje Kaiyan within the limits of Sub-registrar Kalyan, Dist. Thane. 2). the Shop no. 15 admeasuring about 715 sq. ft. (carpet area, excluding loft) on the ground floor and Shop no. 115 admeasuring about 715 sq. ft. on first floor of the building to be known as 'Aum Supreme', under construction on the said Plot situated at Plot No. 4, 6, 7, 8, & 9, Bail Bazar, Opp. H.P. Petrol Pump, Kalyan (West) at Mauje Kalyan within the limits of Sub-registrar Kalyan, Dist. Thane.

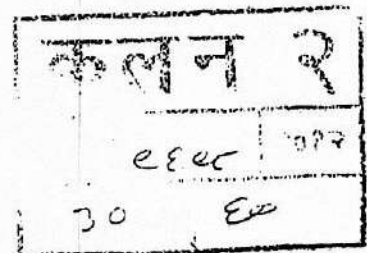
For Swarnsarita Realty Pvt Ltd

Rajendra M. Chordia SWARN SARITA REALTY PVT. LTD.

Rajendra M Chordia

Rajendra M. Chordia
Director/Authority Sign.

(Director)



SWARNSARITA REALTY PRIVATE LIMITED

Date: 6th Nov 2012

To,

Officer,

Sub Registrar Of Assurance,

Thane, Maharashtra

Sub: Authority Letter to Appear before Sub-Registrar.

We hereby authorize Mrs. Asha M Chordia, Director of the Company, is hereby authorized to sign, Shop Purchase agreement & other relevant documents with the sellers & to admit execution of such documents & to appear before the Sub Registrar of Assurance for Registering the documents and to do all such Acts as necessary in respect of the :

1). Shop no. 16 admeasuring about 715 sq. ft. (carpet area, excluding loft) on the ground floor and Shop no. 116 admeasuring about 715 sq. ft. on first floor of the building to be known as 'Aum Supreme', under construction on the said Plot situate at Plot No. 4, 6, 7, 8, & 9, Bail Bazar, Opp. H.P. Petrol Pump, Kalyan (West) at Mauje Kalyan within the limits of Sub-registrar Kalyan, Dist. Thane .

2). the Shop no. 15 admeasuring about 715 sq. ft. (carpet area, excluding loft) on the ground floor and Shop no. 115 admeasuring about 715 sq. ft. on first floor of the building to be known as 'Aum Supreme', under construction on the said Plot situated at Plot No. 4, 6, 7, 8, & 9, Bail Bazar, Opp. H.P. Petrol Pump, Kalyan (West) at Mauje Kalyan within the limits of Sub-registrar Kalyan, Dist. Thane

Thanking You,

For Swarnsarita Realty Pvt Ltd

Rajendra M. Chordia

(Rajendra M Chordia)

Director

SWARN SARITA REALTY PVT. LTD.

Rajendra M. Chordia

Director/Authority Sign.

Accepted By,

For Swarnsarita Realty Pvt Ltd

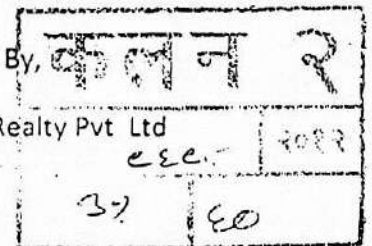
(Mrs. Asha M Chordia)

Director

SWARN SARITA REALTY PVT. LTD.

Asha M. Jain

Director/Authority Sign.



मांभ कलम १०

गां.न.क्र. ७ व १२

तालुका कलम १०

भूदापन क्रमांक	भुमा.क.चा. उपविभाग	भू-धारण प्रकार
२५१	०	
रोताचे स्थानिक नांव -		
लागावडा योग्य क्षेत्र	एकर गुठे चौ. वार	हेक्टर आर प्रती चौ. मिटर
		०-४१-२
एकूण		०-४२-२
पो. ख. लागवडी योग्य नसलेली		
वर्ग (अ)		०-०१-३
वर्ग (ब)		
एकूण		०-०१-३
आकारणी		४. पेसे
जडी अथवा निरोप आकारणी		२५-५०
एकूण		

भोगवटदारांचे नांव २२.६.५५
 सुभा गुरुनंद शर्मा
 विवेक गुरुनंद शर्मा
 मालिषा - नैलन शर्मा
 ३३४१ ३११०
 १०४०

खाते क्रमांक
 कुळाचे नांव - ४. पेसे
 खंद
 इतर अधिकार -
 मे. लाल वास्तेपट
 देवदास पर्वत शर्मा शास्त्रिदास
 शहा विवेक शर्मा
 महेंद्र महललाल शोशिका
 शौचा विद्याधर कलम १०
 लोना ३६१९

गां.न.क्र. १२ (पिकाची नोंदवही)

वर्ष	पिकाखालील क्षेत्र											पडीत व पिकास निरुपयोगी अशा जमिनी चा तपशील	जमीन करणाऱ्यांचा नांव	
	हंगाम	मिश्रपिकांचे एकूण क्षेत्र			घटक पिके व प्रत्येक पिकाचे क्षेत्र			निर्भळपिकांचे क्षेत्र			पणी पुढे ठावी साधन			
		पिकांचे संकेतांक	जलसिंचन	जलसिंचन	पिकाचे नांव	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित				स्वरूप
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अस्तित्वात नसतक्या सगळी नमूद करून घ्यावे.

तारीख २३/०२/२०१०

३३४१
 ३११०
 १०४०

कलम २
 वस्तु क्र. २६६६ २०१२
 ३३ ६०

मांच - २०१७/१८

गां.न.क्र. ७ व १२

तालुका - काळींगा

भूमापन क्रमांक	भूमा.क.चा. उपविभाग	भू-धारण प्रकार
230	2	NA
रोताचे स्थानिक नांव -		
लागवडा योग्य क्षेत्र	एकर गुठे चौ.वार	हेक्टर आर प्रती मीटर
		0-03-0
एकूण		0-03-0
पो.ख. लागवडी योग्य नसलेली		
वर्ग (अ)		0-00-4
वर्ग (ब)		
एकूण		0-00-4
आकारणी		र. पेसे 0-02
जडी अथवा विशेष आकारणी		एकूण

9088 भोगवटदाराचे नांव. 9928
 22240
 सुमा मुखर्जि शर्मा
 विवेक मुखर्जि शर्मा
 मालिना जैलज शर्मा
 3990 3309
 1080

खाते क्रमांक
 कुळाचे नांव - र. पेसे खंर
 इतर अधिकार - लु. 9082
 जे कोम वक्रि 46
 देवदास शर्मा
 भागिदार शर्मा
 विवेक शर्मा
 प्रहलद मदनमाल शर्मा
 वा शर्मा विकास
 कल्याण लोजा
 3690

गां.न.क्र. १२ (पिकची नोंदवही)

नाम	पिकारहातील क्षेत्र										पडीत व पिकास निरुपयोगी अशाजमिनी चा तपशिल	पानी पुढवण्याचे साधर	
	हंगाम	पिशपिकांचे एकूण क्षेत्र			धरकरूपिके न प्रत्येक पिकांचे क्षेत्र			निर्भरपिकांचे क्षेत्र					
		पिशपिकांचे संकेतांक	जलसिंचन	जलसिंचन	पिकाचे नांव	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित			
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४
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2008
2090

अस्सल बारहुकुम खरी नक्कल रुजू असे.

तारीख 23/02/2090

कल्याण लोजा कल्याण
 सा. कल्याण, जि. ठाणे

कलन २	
वसत क्र. २२२	२०१२
३२	६०

कल्याण डोंबिवली महानगरपालिका, कल्याण

जा.क्र.कडोंमपा/नरवि/ ४६६ ए
महानगरपालिका कार्यालय, कल्याण
दिनांक:- १३/१५/१९

प्रति,

श्री/श्रीमती/मेसर्स

श्री. कोम बलिठु इन्डियाई कं. लि. नि.क. रज. ५३१
कल्याण. वाप - ३३६१, ३३६२, ५३६३

विषय:- जोता पूर्णत्वाचा दाखला मिळणेबाबत.

मोजे- ३३६१, ३३६२, ५३६३ ता.कल्याण,

स.न. १९९९, हि.न. १९९९

फ्लॉट नं. ४६६

सि.स.नं. ३३६१, ३३६२, ५३६३

इमारत क्र. १९९९ + १५०

संदर्भ:- १) आपला दि. २९/११/१९ रोजीचा या कार्यालयात

दि. २९/११/१९ रोजी प्राप्त झालेला अर्ज.

२) या कार्यालयाकडील बांधकाम मंजूरी क्र.जा.क्र.कडोंमपा/नरवि/

वाप/क.वि/३६२-१५१ दि. २९/११/१९

३) आपले दि. ०८/१२/२०१९ रोजीचे हमीपत्र.

महोदय,

उपरोक्त संदर्भित पत्र क्र.१ अन्वये आपण या कार्यालयाकडील संदर्भित आदेश क्र.२नुसार विषयांकित जमीनीवरील इमारतीच्या जोत्याच्या पातळीपर्यंतचे बांधकामास जोता पूर्णतेचा दाखला मिळणेकरीता अर्ज सादर केलेला आहे.

त्या अनुषंगाने आपणांस कळविण्यात येते की, विषयांकित जमीनीवरील इमारतीच्या जोत्याचे बांधकाम हे मंजूर नकाशानुसार आहे. परंतु संदर्भ क्र.३ अन्वये दिलेल्या हमीपत्राच्या अनुषंगाने अस्तित्वातील बांधकामे ३ महिन्यांमध्ये तोडण्याने अटीवर सदर इमारतीचे जोत्याच्यावरील बांधकाम मंजूर नकाशाप्रमाणे पुढे चालू करण्यात यावे.

आपला,

सहाय्यक संचालक, नगररचना,

कल्याण डोंबिवली महानगरपालिका, कल्याण.

कलन २

क्र.सं. क्र. २६६ २०१२

३५

६०



कल्याण डोंबिवली महानगरपालिका, कल्याण

सुधारित बांधकाम प्रमाणपत्र जा.क्र.कडोंमपा/नरतं/बांघ/कवि/३६२-३५१
कल्याण डोंबिवली महानगरपालिका, कल्याण

श्री./श्रीमती:- ~~निवेद्य कुलपद पंडीत व उत्तर~~ दिनांक - २२/११/२०११
कुलमुखत्यारपत्रक :- ~~श्री.जे.ओम वसिष्ठ डेव्हारस तर्फे श्री-निवेद्य एम.पंडीत~~
वास्तुशिल्पकार:- श्री. ~~जी.एस. वैद्य, कल्याण~~

विाण:- सि.स.नं.३३६१, ३३६२ नं. ३३६३ हि.नं. - फ्लॉट नं. ४ ते ६

मोजे- ~~कल्याण~~ येथे बांधकाम करण्याच्या मंजूरीबाबत.
संदर्भ:- १) आपण दि.१६/७/११ रोजीचा श्री.जी.एस.वैद्य वास्तु.

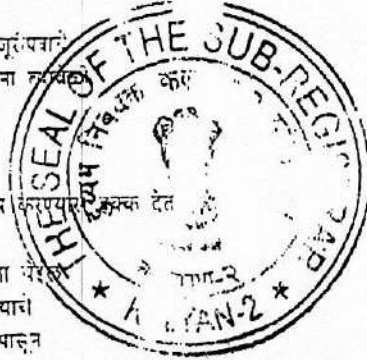
याचे मार्फत सादर केलेला अर्ज क्र.
श्री.अंतर्निम-मंजुरी-आदेशपत्र-कडोंमपा-नरतं/बांघ/कवि/३५१

ह.वि.६ क्र.मं-३५७६-२६ नं. श्री. वास्तु

महाराष्ट्र प्रादेशिक व नगरपालिका अधिनियम १९६६ चे कलम ४४ तसेच प्र.प्र. व न.र. अधिनियम १९६६ चे कलम ४५ नुसार सि.स.नं. ३३६१, ३३६२, नं. ३३६३ हि.नं. - फ्लॉट नं. ४ ते ६ मोजे- ~~कल्याण~~ मध्ये १९६४-६४ चौ.मी. क्षेत्राच्या भूखंडावर, ७५६६ चौ.मी.चढई क्षेत्राच्या भूखंडाच्या विकास करावयास मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९चे कलम २५३ अन्वये बांधकाम करण्यासाठी केलेल्या दिनांक १६/७/११ च्या अर्जास अनुसरून पुढील शर्तीस अधिन राहून तुमच्या मालकीच्या जागेत इतर्या रंगाने दुकस्ती दाखविल्याप्रमाणे कळपर, स्टीलट, कळमजला, पांढऱ्या मजला, दुकस मजला, क्रिसस मजला, घोंघ्या मजला, पळ्या मजला, ससबा मजला, ससबा मजला, आठक मजला, नयवा मजला, दुकस मजला, अकरा मजला, कलावा मजला, तैरावा मजला, रडिवासी, दुकाने, ऑफिस, वाडे-पितीच्या इमारतीच्या बांधकामाबाबत, बांधकाम प्रारंभ प्रमाणपत्र देण्यात येत आहे इमारतीच्या व जागेच्या मालकी हक्कासंदर्भात कुठलाही वाद निर्माण झाल्यास त्याला सर्वस्वी आपण जबाबदार राहाल या अटीवर हे समतीपत्र देण्यात येत आहे.

इमारत -> तळमजला + १७ मजले

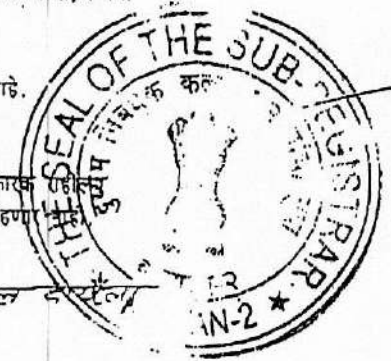
- १) हे बांधकाम प्रारंभ प्रमाणपत्र दिल्याचे तारखेपासून एक वर्षांपर्यंत वैध असेल. नंतर पुढील वर्षासाठी मंजुरीपत्राने नूतनीकरण भुदत संपण्याआधी करणे आवश्यक आहे. नूतनीकरण करताना किंवा नवीन परब नगी घेताना त्यावेळी आस्तित्वात आलेल्या नियमांच्या व नियोजित विकास योजना अनुषंगाने छाननी करण्यात येईल.
- २) नकारात इतर्या रंगाने केलेल्या दुकस्तीच्या आपल्यावर बांधकामाक राहतील.
- ३) बांधकाम ालू करण्यापूर्वी सात दिवस आधी महानगरपालिका कार्यालयास लेखी कळविण्यात यावे.
- ४) ही परवानगी आपल्या मालकीच्या कळजातील जमीनोव्यातिवित्त अन्य जमीनीवर बांधकाम अगर विकास करण्यास अर्जक देत नाही.
- ५) इमारतीचे बांधकाम या सोबतच्या मंजूर केलेल्या नकाराप्रमाणे आणि घालून दिलेल्या अटीप्रमाणे करता येईल.
- ६) वाडेपिंत व जोत्याचे बांधकाम झाल्यानंतर वास्तुशिल्पकाराचे, मंजूर नकाराप्रमाणे वाडेपितीचे व जोत्याचे बांधकाम केल्याबाबतचे प्रमाणपत्र महानगरपालिकेस सादर करण्यात यावे, या नंतर या कार्यालयकडून तपासून घेऊन "जोता पूर्णत्वाचा दाखला" देण्यात यावा व त्यानंतरच पुढील बांधकाम करण्यात यावे.
- ७) सदर अधिन्यासात कोणत्याही प्रकारचा फेरफार पूर्व परवानगी घेतल्याशिवाय करू नये, तसे केल्याचे आढळून आल्यास सदरचे बांधकाम प्रारंभ प्रमाणपत्र रद्द झाले असे समजण्यात येईल.
- ८) इमारतीच्या बांधकामाच्या सुरक्षिततेची (स्ट्रक्चरल सेफ्टी) जबाबदारी सर्वस्वी आपले वास्तुशिल्पकार व मशागत्य विशारद यांचेवर राहिले.
- ९) नकारात दाखविलेल्या गाळण्याच्या तारखेलाच व नियोजनाबाबत पूर्वपरवानगीशिवाय बदल करू नये तसेच फ्लॉटच्या हद्दीत इमारती भोवती मोकळ्या सोडवण्याच्या जागेत बदल करू नये व त्याचच कोणत्याही प्रकारचे बांधकाम करू नये.
- १०) नागरी जमीन कनाल भयंदा अधिनियम १९७६ नधील तरतुदी प्रमाणे जागा बांधित होत असल्यास त्याची सर्वस्वी जबाबदारी आपलेवर राहिल.
- ११) भूखंडाकडे जाण्या-येण्याच्या मार्गाची जबाबदारी संपूर्णपणे आपलेकडे राहिल बांधकाम प्रारंभ प्रमाणपत्र नियोजित रेल्याप्रमाणे दिले असल्यास त्या रेल्यांचे कान महानगरपालिकेच्या सोयी प्रमाणे व प्राधान्याप्रमाणे केले जाईल व तसा रस्ता होईपर्यंत इमारतीकडे जाणाऱ्या येणाऱ्या मार्गाची जबाबदारी सर्वस्वी आपली राहिल.
- १२) जागेत जुने भाडेकरू असल्यास त्यांच्याबाबत योग्य ती व्यवस्था काढण्याची जबाबदारी मालकाची राहिल व मालक भाडेकरू यामध्ये कोही वाद असल्यास किंवा निर्माण झाल्यास त्याचे निराकरण मालकाने करणे आवश्यक राहिल.
- १३) सदर जागेत विहीर असल्यास ती संयोजित विष गाच्या परवानगी शिवाय बुजवू नये.
- १४) सदर जागेतून पाण्याचा नैसर्गिक निचरा होत असल्यास तो जलनिःसारण विभाग, (क.डों.न.पा.)च्या परब-नगरीशिवाय वळवू अथवा बंद करू नये.



कलन २

दिनांक २०११

- १५) सदर प्रकाणी चुकीची व अपूर्ण माहिती दिली असल्यास सदर बांधकाम प्रारंभ प्रमाणपत्र रद्द समजण्यात येईल.
 - १६) बांधकामाचे साहित्य रस्त्यावर टाकावयाचे झाल्यास महापालिकेच्या बांधकाम खात्याची परवानगी घेणे आवश्यक राहिल व त्यासाठी नियमाप्रमाणे लागणारी रक्कम (दंड झाल्यास त्यासह (मजान) भरणी लागेल तसेच निरूपयोगी साहित्य महापालिका सांगेल त्याठोकाणी स्वखर्चाने वाहून टाकणे बंधनकारक राहिल.
 - १७) प्रस्तुत भूखंडास पिण्याचे पाणी महानगरपालिकेकडून उपलब्धतेनुसार दिले जाईल व त्यासाठी आवश्यक ती जलवाहिनी 'क.डॉ.म.पा.च्या पाणी पुरवठा विभागाकडून दिलेल्या निर्देशानुसार स्वरूपाचे टाकणे आवश्यक राहिल.
 - १८) सदर जागेत बांधकाम करण्याबाबतचा पूर्वीचा परवाना असेल तर तो या बांधकाम प्रारंभ प्रमाणपत्रामुळे रद्द झाला असे समजण्यात यावे.
 - १९) गटारचे व पावसाच्या पाण्याचा निचरा होणेकरिता महानगरपालिकेच्या गटारस ओडणेसाठी पक्क्या स्वरूपाची गटारे बांधावीत तसेच बांधकामासाठी नळाचे कनेक्शन मिळणार नाही त्यासाठी संबंधितांनी स्वतःबांधकामासाठीच्या पाण्याची व्यवस्था करावी.
 - २०) नकारात रस्तारूंदीकरणाखाली दरविलेली जमीन तसेच अंतर्गत रस्ते, भावजनिक रस्त्याचा भाग समजण्यात येईल तसेच भविष्यात रस्ता रुंदीकरणासाठी जागा लागल्यास ती क.डॉ.म.पा.स विनामूल्य हस्तांतरित करावी लागेल.
 - २१) रेषांकन प्रस्तावातील सर्व भूखंड रस्ते, खुल्या जागा, पांची प्रस्तावित नकाराप्रमाणे जागेवर आखणी ता.नि.पू.अ.य.चे मार्फत करून घ्यावी व त्याचेकडील प्रमाणित मोजणी नकाराची प्रत, बांधकाम प्रारंभप्रमाणपत्र दिल्या तारखेपासून एक वर्षांचे आत सादर करावी.
 - २२) भूखंडातील विकास योजना रस्ते क.डॉ.म.पा.च्या सर्व बांधकाम विभागाच्या निर्देशाप्रमाणे खडीकरण व गटार विकसित करून क.डॉ.म.पालिकेस विनामूल्य हस्तांतरित करावे.
 - २३) भूखंडातील अपेक्षित भाग पाणी करून व वाडेभित्ताने बांधकाम करून रितसर करारनामा व खरेदीखतासह क.डॉ.म.पा.स विनामूल्य हस्तांतरित करावे.
 - २४) जलनिःसारण विभाग व मलनिःसारण विभाग, राग्निशमन विभाग, पाणी पुरवठा विभाग, उद्यान विभाग, क.डॉ.म.पा. यांचे कडील ना-हरकत दाखला बांधकाम नकारासह सादर करावा.
 - २५) जागेच्या मालकी हक्काबाबत काही याद असल्यास अथवा निर्माण झाल्यास त्याचे संपूर्ण निराकरण करण्याची जबाबदारी आपली राहिल.
 - २६) बरोलप्रमाणे सर्व ना-हरकत दाखल्यानुसार इमारतीचे नकारात फेरबदल करणे आपणांवर बंधनकारक राहिल.
 - २७) नकारात दाखविल्याप्रमाणे बांधकामाचा फक्त राहणेसाठी/वणिज्य/भौतिक/औद्योगिक उपयोग करावा.
 - २८) भूखंडाचा पोटोच रस्ता पक्क्या स्वरूपात तयार केलाखेरीज वापर पावना मिळणार नाही.
 - २९) बांधकाम पूर्णत्वाचा दाखला घेतल्याशिवाय इमारतीचा वापर सुरू करता येणार नाही. बांधकाम पूर्णतेच्या दाखल्यासाठी वास्तुशास्त्रकार व स्थापत्यशास्त्रकार यांच्या विहित नमुन्यातील दाखल्यासह रितसर प्रस्ताव सादर करण्यात यावा, अन्यथा पुढील कार्यवाही करण्यात येईल.
 - ३०) ओल्या व सुक्या हांच-यासाठी स्वतंत्र कचराकुड्यांची व्यवस्था करावी.
 - ३१) कल्याण डोंबिवली महानगरपालिकेच्या निर्देशाप्रमाणे इमारतीत सौरऊर्जा उपकरणे बसवणे आवश्यक आहे.
 - ३२) तेन यॉटर हॉर्वेस्टिंगबाबत मा.कार्यकारी अधिकाऱ्या पाणीपुरवठा विभागाकडून निर्देश घेऊन व प्रमाणे अंमलबजावणी करणे आपणांवर बंधनकारक राहिल.
 - ३३) प्रत्यक्ष जागेवर इमारतीचे बांधकाम चालू करणेपूर्वी बांधकाम मंजुरीचा फलक लावणे आपणांवर बंधनकारक राहिल.
 - ३४) पाणी पुरवठा उपलब्ध करून देण्याची जबाबदारी पाणी पुरवठा सुधारण सोईपर्यंत महानगरपालिकेची राहणार आहे.
- ३५) बांधकाम पूर्णत्वाचा दाखला घेणेपूर्वी उद्यान विभागाकडील दाखला घेणे आपणांवर बंधनकारक राहिल.



इशारा:- मंजूर बांधकाम प्रस्तावाव्यतिरिक्त केलेल्या अनधिकृत फेरबदलांबाबत आपण, महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या तरतूदी नुसार दखलपत्र गुक्यास पात्र राहिल.

सहाय्यक संचालक नगररचना/नगररचनाकार (कवि),
कल्याण डोंबिवली महानगरपालिका, कल्याण.

- १) उप आयुक्त अनधिकृत बांधकाम विभाग, क.डॉ.म.पा.कल्याण.
- २) करनिर्धारक व संचालक क.डॉ.म.पा.कल्याण.
- ३) विद्युत विभाग, क.डॉ.म.पा.कल्याण.
- ४) पाणीपुरवठा विभाग, क.डॉ.म.पा.कल्याण.
- ५) प्रभाग क्षेत्र अधिकारी ' ' प्रमाण क्षेत्र.

कलन २	
दस्तावेज क्र. २२२२	२०१२
३८	६०

दिनांक : २१ JAN २०१२

वाचले :-

१. मे ओम वसिष्ठ डेव्हलपर्स तर्फे भागीदार श्री. विवेक मुलचंद पंडित व इतर १. रा. ए-१. वसिष्ठ अपार्ट., १ ला मजला, रामवाडी, आर.पी.रोड, कल्याण(प), ता.कल्याण, जि.ठाणे यांचा दिनांक २४/२/२०१० व फेर अर्ज दि. १५/११/२०१० व १/०९/२०११ मोजीचा अर्ज.
२. दैनिक "महाराष्ट्र जनमुद्रा" या वृत्तपत्रामध्ये दि. २०/०२/२०१० रोजी प्रसिध्द केलेला जाहीरनामा
३. कल्याण डोंबिवली महानगरपालीका कल्याण यांचेकडील अंतरिम स्वरूपाची मंजूरी (I.O.D.) क्र. कडोमपा/नरवि/बाप/कवि-७०३-२५४ दिनांक ०४/०२/२०१०
४. तहसिलदार कल्याण यांचेकडील पत्र क्र.जमिनबाब/टे-२/कावि-/एसआर-२२८, दि. २६/०३/२०१०
५. उपजिल्हाधिकारी व सक्षम प्राधिकारी उल्हासनगर नागरी संकुलन ठाणे यांचेकडील आदेश क्र. युएलसी/युएलएन/II/६(१)/एसआर-४३, दि. १६/०४/०९
६. तालुका निरीक्षक भुमि अभिलेख कल्याण यांचेकडील पत्र क्र.उ.अ.भू.अ.क./न.भू.क्र. ३३६१ ते ३३६३/अकृषिक परवानगी/२०१०/८८६ दि. १/९/२०१०
७. भूसंपादन विभागाकडील अनौपचारिक संदर्भ क्र. सामान्य/का-४/टे-३/भू.सं./एसआर-१७४ दि. १७/५/२०१०
८. अर्जदार यांनी सादर केलेले हमीकम कम प्रतिज्ञापत्र दि. २५/०३/२०१०
९. अर्जदार यांनी सादर केलेले समतीपत्र दि. २५/०३/२०१०

आदेश :-

ज्याअर्थी मे ओम वसिष्ठ डेव्हलपर्स तर्फे भागीदार श्री. विवेक मुलचंद पंडित व इतर- १. रा. ए-१, वसिष्ठ अपार्ट., १ ला मजला, रामवाडी, आर.पी.रोड, कल्याण(प), ता.कल्याण, जि.ठाणे यांनी ठाणे जिल्ह्यातील, कल्याण तालुक्यातील मौजे- कल्याण येथील सि.स.नं- ३३६१, ३३६२, ३३६३ (स.नं. २५०/२, २५१, २७०/३) एकूण क्षेत्र- ९६३०.०० चौ.मि. मधील प्लॉट नं. ४, ६, ७, ८ व ९ क्षेत्र ४८७५.८४ चौ.मि. क्षेत्रास बाणिज्य या बिगरशेती प्रयोजनार्थ वापर करण्याची परवानगी मिळण्याबाबत अर्ज केलेला आहे.

आणि ज्याअर्थी अर्जदार यांनी दि. २७/०२/२०१० रोजी दैनिक "महाराष्ट्र जनमुद्रा" या वृत्तपत्रात जाहीरनामा प्रसिध्द केला होता व त्यावर मुदतीत कोणतीही हरकत/ तक्रार या कार्यालयाकडे प्राप्त झालेली नाही.

ज्याअर्थी कल्याण-डोंबिवली महानगरपालीका कल्याण यांनी त्यांचेडील क्र. कडोमपा/नरवि/बाप/कवि-७०३-२५४, दि. ०४/०२/२०१० अन्वये मौजे कल्याण, ता.कल्याण येथील सि.स.नं. ३३६१, ३३६२, ३३६३ एकूण क्षेत्र ४८७५.८४ चौ.मी. क्षेत्रास अंतरिम स्वरूपाचे मंजूरीपत्र (I.O.D.) दिलेली असून बांधकाम नकाशे मंजूर केलेले आहेत.

आदेशाद्वारे, विवेक मुलचंद पंडित, मनिषा मुलचंद पंडित यांना ठाणे जिल्हातील कल्याण तालुक्यामधील मौजे कल्याण, ता कल्याण येथील सि.स.नं. ३३६१, ३३६२, ३३६३ (स.नं. २५०/२, २५१, २७०/३) एकूण क्षेत्र- ९६३०.०० चौ.मि. मधील प्लॉट नं. ४, ६, ७, ८ व ९ क्षेत्र ४८७५.८४ चौ.मि. क्षेत्रास वाणिज्य या बिगरशेतकी प्रयोजनाचे वापर करण्याबाबत पुढील शर्तीवर अनुज्ञा (परमीशन) देण्यांत येत असून कल्याण-डोंबिवली महानगरपालिका यांचेकडील मंजूर बांधकाम नकाशानुसार खालील क्षेत्रावर बांधकाम अनुज्ञेय नाही.

१. PROPOSED ROAD

- ३७७.६१ चौ.मि.

त्या शर्ती अशा:-

१. ही परवानगी अधिनियम त्याखालील केलेले नियम यांना अधिन ठेवून देण्यांत आलेली आहे.
२. अनुज्ञाग्राही व्यक्तीने (प्लॉटिने) अशा जमीनीचा वापर व त्यावरील इमारतीच्या आणि किंवा अन्य बांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यास परवानगी देण्यांत आली असेल त्या प्रयोजनार्थ केवळ केला पाहिजे आणि त्याने अशी जमीन किंवा तिचा कोणताही भाग किंवा अशा इमारत यांचा इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाणे यांच्याकडून तशा अर्थाची आगाऊ लेखी परवानगी मिळविल्याशिवाय वापर करता कामा नये. इमारतीच्या वापरावरून जमिनीचा वापर ठरविण्यांत येईल.
३. अशी परवानगी देणा-या प्राधिका-याकडून अशा भूखंडाची किंवा त्यांचे जे कोणतेही उपभूखंड करण्याबाबत मंजूरी मिळाली असेल त्या उपभूखंडाची आणखी पोटविभागणी करता कामा नये.
४. अनुज्ञाग्राही व्यक्तीने (अ) जिल्हाधिकारी व संबंधित नगरपालिका प्राधिकरण यांचे सभाधान होईल अशा रीतीने अशा जमीनीत रस्ते, गटारे वगैरे बांधून आणि (ब) भूमापन विभागकडून अशा भूखंडाची मोजणी व त्यांचे सीमांकन करून ती जमीन या आदेशाच्या तारखे पासून एक वर्षाच्या आत इतर आराखडयाप्रमाणेच काटेकोरपणे विकसित केली पाहिजे आणि अशा रीतीने विकसित केलेली जमीन पर्यंत त्या जमीनीची कोणत्याही रीतीने विल्हेवाट लावता कामा नये.
५. अनुज्ञाग्राही व्यक्तीस असा भूखंड विकावयाचा असेल किंवा त्यांनी इतर प्रकारे विल्हेवाट लावण्याचा असेल तर अशा अनुज्ञाग्राही व्यक्तीने तो भूखंड या आदेशात आणि सनदीमध्ये नमूद केल्या रीतीने विकसित करूनच विकणे किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विल्हेवाट लावणे आणि त्याचे विक्रीकलेल्या विलेखात तसा खास उल्लेख करणे हे त्यांचे कर्तव्य असेल.
६. या सोबत जोडलेल्या स्थळ आराखडयात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट वेळ्याप्रमाणे इतक्या जोते क्षेत्रावर बांधकाम करण्याविषयी ही परवानगी देण्यांत आलेली आहे. सदर भूखंडातील नकाशात दर्शविल्याप्रमाणेच उर्वरित क्षेत्र विना बांधकाम मोकळे सोडले पाहिजे.
- ६अ) प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्यापेक्षा जास्त मजल्याचे असू नये.
७. प्रस्तावित इमारत किंवा कोणतेही काम (असल्यास) त्यांच्या बांधकामास सुरुवात करण्यापूर्वी अनुज्ञाग्राही व्यक्तीने (प्लॉटिने) कल्याण-डोंबिवली महानगरपालिका यांची असे बांधकाम करण्याविषयीची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर बांधकामकारक असेल.
८. अनुज्ञाग्राही व्यक्तीने सोबत जोडलेल्या नकाशात दर्शविल्याप्रमाणे सीमांतिक मोकळे अंतर (ओपन मार्जिनल डिस्टेंसेस) सोडले पाहिजे.
९. या आदेशाच्या दिनांकापासून एक वर्षाच्या कालावधीत अनुज्ञाग्राही व्यक्तीने अशा जमीनाचे बिगर शेतकी प्रयोजनासाठी वापर करण्यास सुरुवात केली पाहिजे. मात्र वेळोवेळी बांधकामाचे वाढविण्याचे



१०. अनुज्ञाग्राही व्यक्तीने अशा जमीनीचे बिगर शेतकी प्रयोजनार्थ वापर करण्यास ज्या दिनांकापासून सुरुवात केली असेल किंवा ज्या दिनांकास त्याने अशा जमीनीच्या वापरात बदल केला असेल तर तो दिनांक त्याने एक महिन्याच्या आंत तलाठ्यामार्फत कल्याण तहसिलदारांसा कळविले पाहिजे. जर तो असे करण्यास चुकेल तर महाराष्ट्र जमीन महसुल (जमीनीच्या वापरातील बदल व बिगरशेतकी आकारणी) नियम १९६९ मधील नियम ६ अन्वये त्याच्यावर कार्यवाही करण्यास असा अनुज्ञाग्राही पात्र ठरेल.

११. सदरहू आदेशाच्या दिनांकापासून सदर अनुज्ञाग्राहीने त्या जमीनीच्या संबंधात दर चौ.मी. मागे रुपये ३-८७-३ दराने बिगर शेतकी आकारणी दिली पाहिजे किंवा परवानगीच्या तारखेच्या पूर्वलक्षां प्रभावाने अथवा त्यानंतर अंमलात येणारे बिनशेती दराने बिनशेती आकार देणे बांधनकारक राहिल. अशा जमीनीच्या वापरात कोणत्याही प्रकारचा बदल करण्यांत आला तर त्या प्रसंगी निराळ्या दराने बिगरशेतकी आकारणीच्या हमीची मुदत अजून समाप्त व्हावयाची आहे ही गोष्ट विचारांत घेण्यांत येणार नाही.

१२. सदर जागेची अती तातडीची मोजणी फी रक्कम रु. ३३,०००/- (अक्षरी रु. तेहतीस हजार मात्र.) चलन क्र.५८१/२०११ व भारतीय स्टेट बँक यांचेकडील चलन क्र. ४९६ दि.२१/१२/२०११ अन्वये शासन जमा केली आहे.

१३. भूमापन विभागाकडून जमीनीची मोजणी करण्यात आल्या नंतर अशा जमीनीचे जितके क्षेत्रफळ आढळून येईल तितक्या क्षेत्रफळानुसार या आदेशात आणि सनदीमध्ये नमूद केलेले क्षेत्र तसेच बिगरशेतकी आकारणी यांत बदल करण्यांत येईल

१४. सदर जमीनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या दिनांकापासून दोन वर्षांचे कालावधीत अनुज्ञाग्राहीने अशा जमीनीवर आवश्यक ती इमारत बांधली पाहिजे. अन्यथा सदरहू आदेशाच्या दिनांकापासून येईल व अनुज्ञाग्राही यांना अकृषिक परवानगीसाठी नव्याने अर्ज सादर करावा लागेल.

१५. पुर्वीच मंजूर केलेल्या नकाशावरहुकूम अगोदरच बांधलेल्या इमारतीत अनुज्ञाग्राहीने कोणताही बदल घालता कामा नये किंवा ती मध्ये कोणताही फेरबदल करता कामा नये. मात्र अशी भर घालण्यासाठी किंवा फेरबदल करण्यासाठी जिल्हाधिका-यांची परवानगी घेतली असेल आणि अशा भरीचे किंवा नकाशे मंजूर करून घेतले असतील तर ती गोष्ट वेगळी.

१६. अनुज्ञाग्राही व्यक्तीने आजुबाजुच्या परिसरांत अस्वच्छता व घाण निर्माण होणार नाही अशा रीतीने आपल्या स्वतःच्या खर्चाने आपली पाणी पुरवठ्याची व सांडपाण्याचा निचरा करण्याची व्यवस्था केली पाहिजे.

१७. जमीनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या दिनांकापासून एक महिन्याच्या कालावधीत अनुज्ञाग्राही व्यक्तीने महाराष्ट्र जमीन महसुल (जमीनीच्या वापरात बदल व बिगरशेतकी आकारणी) नियम १९६९ यातील अनुसूची पाच मध्ये दिलेल्या नमुन्यात एक सनद करून देऊन तीत या आदेशातील सर्व शर्ती समाविष्ट करणे त्यास बांधनकारक असेल.

१८-अ. या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीपैकी कोणत्याही शर्तीचे अनुज्ञाग्राही व्यक्तीने उल्लंघन केल्यास उक्त अधिनियमाच्या उपबंधान्वये असा अनुज्ञाग्राही ज्या कोणत्याही शास्तीस पात्र ठरेल त्या शास्तीस बाधा न येऊ देता ठाण्याच्या जिल्हाधिका-यास तो निर्दिष्ट करेल असा दंड आणि आकारणी भरल्यानंतर उक्त जमीन किंवा भूखंड अर्जदारांच्या ताब्यात राहू देण्याचा अधिकार असेल.

१८-ब. वरील खंड (अ) मध्ये काहीही अंतर्भूत असले तरीही या परवानगीच्या तरतूदीविरुद्ध जाऊन कोणताही इमारत किंवा बांधकाम उभे करण्यांत आले असेल किंवा तरतूदी विरुद्ध कोणत्याही कामाच्या किंवा



बांधकामाचा वापर करण्याहून आला असेल तर विनिर्दिष्ट मुदतीच्या आत अशा रीतीने उभारलेली इमारत काढून टाकण्याविषयी किंवा त्यात फेरबदल करण्याविषयी ठाण्याच्या जिल्हाधिका-याने निर्देश देणे विधी संमत असेल तसेच ठाण्याच्या जिल्हाधिका-याला अशी इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे काम करवून घेण्याचा किंवा त्या प्रीत्यर्थ आलेला खर्च अनुज्ञाग्राही व्यक्तीकडून जमीन महसुलाची थकबाकी म्हणून वसूल करून घेण्याचा अधिकार असेल.

१९. दिलेली ही परवानगी मुंबई कुळवहिवाट व शेतजमीन अधिनियम १९४८, महाराष्ट्र ग्रामपंचायत अधिनियम आणि नगरपालिका अधिनियम इ. सारख्या त्या वेळी अंमलात असलेल्या इतर कोणत्याही कायद्याचे कोणतेही उपबंध प्रकरणाच्या अन्य संबंधीत बाबींच्या बाबतीत लागू होतील त्या उपबंधाच्या अधिन असेल.

२०. अनुज्ञाग्राही यांनी बिगरशेतकी आकारणीच्या पाचपट रक्कम रु.२,८३,४८१/- (अक्षरी रु. दोन लाख त्रेंपेंशी हजार चारशे एकव्यापेंशी मात्र) रूपांतरित कर (कन्व्हर्शन टॅक्स) इकडील चलन क्र. ६८२/२०११ दि. २१/१२/२०११ व भारतीय स्टेट बँक, शाखा ठाणे यांचेकडील चलन क्र. ५५७, दि. २१/१२/२०११ अन्वये सरकारजमा केली आहे.

२०-अ. अनुज्ञाग्राही यांनी कल्याण-डोंबिवली महानगरपालिका यांचेकडील मंजूर बांधकाम नकाशात दर्शविलेले जोता क्षेत्रावर पाया खोदण्यासाठी होणारी २००० ब्रास गौणखनिज उत्खनन स्वामीत्वधनाची रक्कम रु.४,००,०००/- व अर्ज फी रु. २५/- अशी एकूण रु.रुपये ४,००,०२५/- (अक्षरी रुपये चार लाख पंचविस मात्र) रतीगट शाखा जिल्हाधिकारी कार्यालय ठाणे इकडील चलन क्र. ४४९/२०१०, दि. २४/०८/२०१० व भारतीय स्टेट बँक, शाखा ठाणे यांचेकडील चलन क्र. १२२९, दि. २४/०८/२०१० अन्वये शासनजमा केलेली आहे. सदर जागेमध्ये वरील उत्खननाव्यतीरीक्त केलेल्या जादा उत्खनन कर भरवाबाबत अर्जदार यांनी शासनास रॉयल्टी फी जमा करून सक्षम अधिका-यांकडून परवानगी घेणे सुनिश्चित राहिले.

२१. अनुज्ञाग्राही यांनी कल्याण-डोंबिवली महानगरपालिका यांचेकडील मंजूर बांधकाम नकाशावर बांधकाम केले पाहिजे. तसेच कल्याण डोंबिवली महानगरपालिका यांचेकडील अंतरिम प्रमाणपत्राचे मंजुरीपत्र (I.O.D.) क्र. कडोमपा/नरवि/बाप/कवि-७०३-२५४ दिनांक ०४/०२/२०१० मधील अटी व शर्ती अनुज्ञाग्राही यांचेवर बंधनकारक राहिल.

२२. अनुज्ञाग्राही यांनी कल्याण-डोंबिवली महानगरपालिका यांचेकडील बांधकाम नकाशा व्यतिरिक्त जादा बांधकाम केल्यास अगर बांधकामामध्ये बदल करून जादा चटईक्षेत्र निर्देशांक वापरल्यास अनुज्ञाग्राही हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्वये फौजदारी स्वरूपाचा गुन्हा दाखल करण्यास पात्र राहातील व असे जादा बांधकाम दूर करण्यास पात्र राहिल.

२३. कल्याण-डोंबिवली महानगरपालिकेने उपांदातील अ.क्र. ३ च्या आदेशान्वये अंतरिम मंजुरी दिलेली असून तदनंतर अंतीम मंजुरी प्रमाणपत्र मिळणार आहे. तथापि, अंतरिम मंजुरी प्रमाणपत्र व नंतर प्राप्त होणा-या अंतीम प्रमाणपत्रामध्ये कोणत्याही स्वरूपात बदल झाल्यास त्यानुसार सुधारीत अकृषिक परवानगी घेणे अर्जदारावर बंधनकारक राहिल.

२४. प्रस्तुतच्या जमीनीच्या मालकी हक्कासंदर्भात भविष्यात कोणत्याही प्रकारचा वाद उदभवल्यास त्याची सर्वस्वी जबाबदारी अनुज्ञाग्राही यांची राहिल. तसेच गा.न.नं. ७/१२ व सिटी सॅट्ट मधील धर्माचे तपनवती



२५. अर्जदार यांनी सादर केलेली कागदपत्रे खोटी अथवा बनावट असलेचे आढळून आल्यास सादरची बिनशेती परवानगी आपोआप रद्द झालेचे समजणेत येईल.

सही/-

(ए.एल. ज-हाड)
जिल्हाधिकारी ठाणे

प्रति,

श्री. विवेक मुलचंद पंडित, मनिषा मुलचंद पंडित
रा. ए-१, वसिष्ठ अपार्ट., १ ला मजला, रामवाडी,
आर.पी.रोड, कल्याण(प), ता.कल्याण, जि.ठाणे

प्रत :- तहसिलदार कल्याण / अपर तहसिलदार (बिनशेती) कल्याण यांचेकडे माहितीसाठी व आवश्यक त्या कार्यवाहीसाठी.

२/- अनुज्ञाग्राही व्यक्तीने सादर जमीनीच्या आंत बिगरशेतकी प्रयोजनार्थ बापर करण्यास सुरुवात केली आहे किंवा कसे या बाबतच्या त्याच्या अहवालावर त्याने लक्ष ठेवले पाहिजे. असा अहवाल मिळाल्यानंतर अनुज्ञाग्राही व्यक्तीकडून त्याने बिगरशेतकी बापरास प्रारंभ केल्याच्या दिनांकापासून बिगरशेतकी आकारणीची रक्कम वसूल करण्या करिता नोंद-घेण्याची पुस्तिका मधील तालुका नमुना नं. २ व ग्राम नमुना नं.२ यामध्ये आवश्यक ती नोंद घेण्याची तंजवीज केली पाहिजे. जमीन ताब्यात असलेल्या व्यक्तीस जमीनीची मोजणी फी दिली असल्यामुळे त्या बाबतीत सादर तहसिलदाराने उपअधिक्षक भूमी अभिलेख कल्याण यांस तसे कळविले पाहिजे. आणि त्यासोबत मंजूर नकाशे व संबंधित जमीनीच्या बाबतीत अधिकार अभिलेखाचे उतारे पाठविले पाहिजेत.

प्रत :- उप अधिक्षक भूमी अभिलेख कल्याण यांना माहितीसाठी प्रत आगावू पाठविण्यांत घेत आहे

२/- सोबत मंजूर नकाशाची प्रत तसेच चलन क्र. ५८१/२०११ जोडली आहे.

प्रत :- मा. आयुक्त, कोकण विभाग, कोकण भवन, नवी मुंबई यांचेकडे माहितीसाठी सादर

प्रत :- आयुक्त, कल्याण डोंबिवली महानगरपालिका यांचेकडे माहितीसाठी रवाना

प्रत :- उपजिल्हाधिकारी व सक्षम प्राधिकारी उल्हासनगर नागरी संकुलन ठाणे

प्रत :- तलाठी सजा कल्याण यांचेकडे माहितीसाठी रवाना

प्रत :- कार्यालयीन संचिका.



जिल्हाधिकारी ठाणे प्रत

कलन २

दस्तावेज क्र. २०१२

Vinod B. Agarwala
Pradip N. Kapadia
Priyahas A. Jani
Vithal M. Rane
Levi A. Rubens


VIGIL JURIS
Registered
Advocates, Solicitors & Notary

Mumbai-400 020, INDIA
Tel.: 91-22-2282 3008
Fax: 91-22-2282 3009
General e-mail : contact@vigiljuris.com
:vigiljuris@vsnl.net
Personal e-mail : firstname.lastname@vigiljuris.com

SUPPLEMENTAL TITLE CERTIFICATE

Further to our Title Certificate dated 16th January 2008 (xerox copy enclosed) we have investigated the title on behalf of our clients M/s Om Vasistha Developers (a partnership firm) having their office at E-501, Remi Biz Court, Off Veera Desai Road, Andheri (W), Mumbai and site office at Shop No. 9, Ground Floor, Ram Wadi, Bail Bazar, Kalyan (W) to the under mentioned property and have to observe that

a) On taking searches in the offices of Sub-Registrar of Assurances at Kalyan and Dombivli from the year 2007-2010 the Report is shown as Nil in 2009 and for the year 2010 Index Book is sent to binding, but computer reading shows nil.

b) And from the year 2007 to 2010 (4 years) it is found that for the year 2007 the Report is shown as Nil and for the years 2008 to 2010 Index Books are sent for binding. However, on checking the records for the said years 2007 to 2010 on computer it did not show any adverse entries against the title of our clients' under mentioned property and the title to the property is clear and marketable and free from encumbrances.



SCHEDULE OF THE PROPERTY REFERRED TO ABOVE:

ALL that piece and parcel of non-agricultural land having CTS Nos.3361, 3362, 3363 (Old Survey Nos.270/3, 251 and 250/2) bearing Plot Nos.4, 6 being open space 7, 8 and 9 collectively admeasuring about 4833.82 square metres situate at Kalyan within the limits of the Kalyan

ARJ

कलन २

Dombivli Municipal Corporation in the Registration District Thane, Sub-Registration District Kalyan along with structures standing thereon and bounded as under:

Towards East: Plot No.2
Towards West: Dr. Deepak Shetty Marg
Towards North: Rambhau Patwardhan Road
Towards South: Plot No.5, Ramkumar Mansion Building.

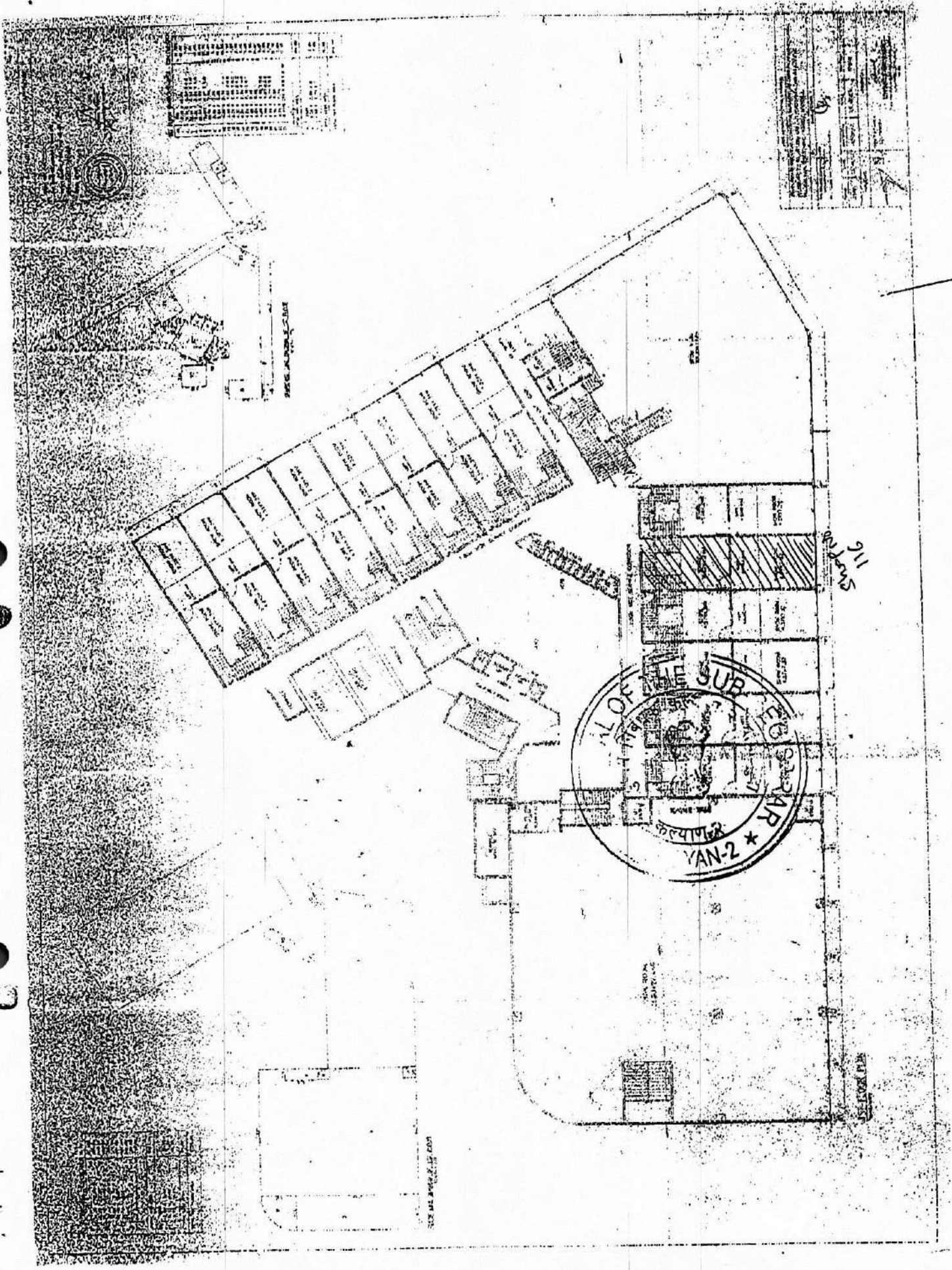
Dated this 26th day of August 2010.

Encl.
akp

Vigil Juris
Aradhana
Partner
588



कलन २	
वस्तु क्र. <i>eeer</i>	२०१२



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

1	2	3	4	5	6	7	8	9	10
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31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50

Sheet 116

1st FLOOR SUB
 कल्याण २
 YAN-2

कलन २

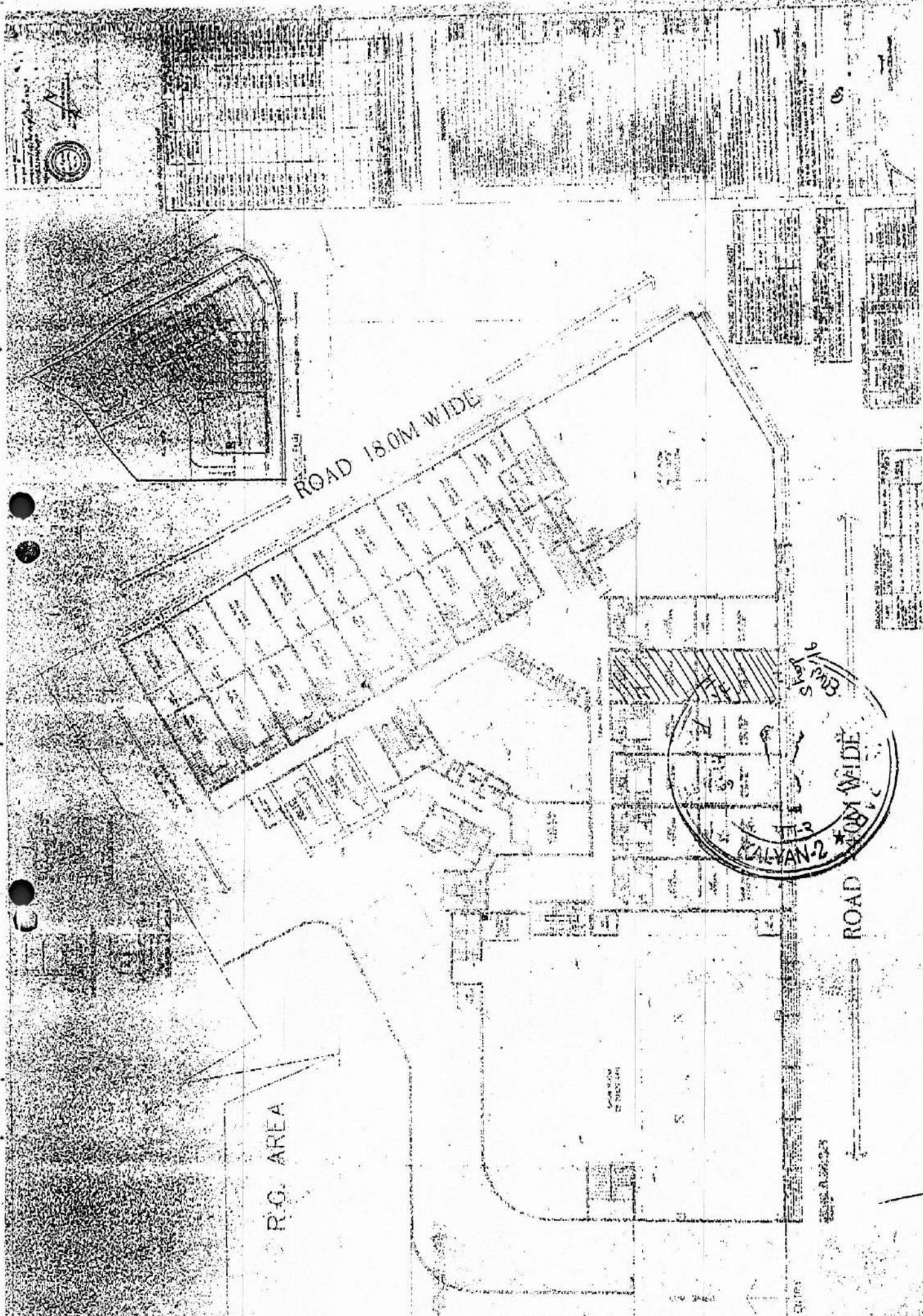


ROAD 18.0M WIDE

R.G. AREA



ROAD



पावती
श्री. मधुकर चि. यशवंतराव

सरकारमान्य मुद्रांक विक्रेता

मुद्रांक विक्रीचा पत्ता : तहसिलदार कार्यालय जवळ, कल्याण (प.) परवाना क्र. ८८/८४

अनुक्रमांक 35049

दिनांक : २०/११/२०१२

मुद्रांक घेणाऱ्याचे नांव

Om vasukhitha Dovelord

हस्ते Adv. S. Thakran

रा. ४३०

किंमत	जग	एकूण
१०		
२०		
५०		
१००		
५००		
१०००		
५०००		
	एकूण मूल्य	८५०/-

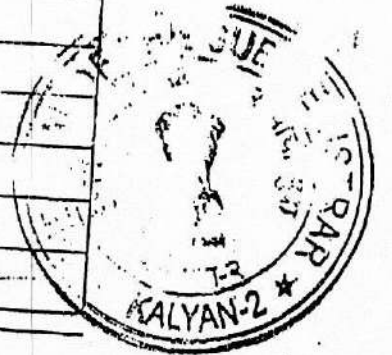
वरील प्रमाणे रक्कम रुपये

अक्षरी रक्कम रुपये one (१०००) only

मुद्रांकाचे विक्रीचे पैसे रोख मिळाले.

(मुद्रांक घेणाऱ्याची सही)

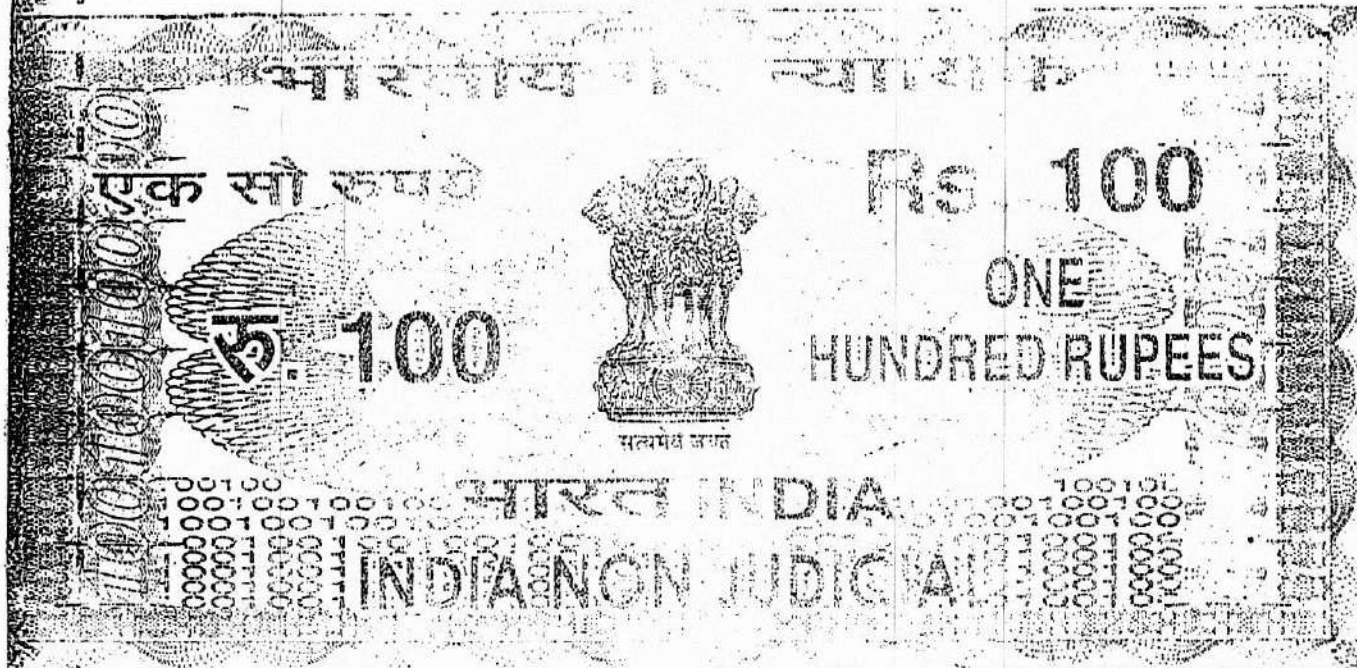
(श्री. मधुकर चि. यशवंतराव)



कलन २

दस्ता क्र. ६६६

२०१२

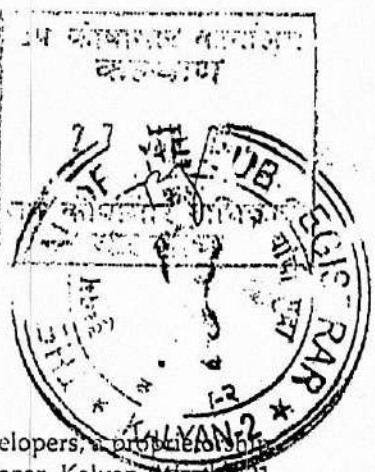


MAHARASHTRA

FE 712481



30/11/12
 Adm S. Thakkar Om Vasistha Developers
 P.O. A 155
 Region



POWER OF ATTORNEY

ALL TO WHOM THESE PRESENTS SHALL COME, Om Vasistha Developers, a promoter's concern having its principal office at Plot No.4, 6, 7, 8 & 9, Rainwadi, Bail Bazar, Kalyan (West) - 421 301 (hereinafter referred to as the 'Promoters') do hereby SEND GREETINGS:-

By a Deed of Partnership dated 3rd August 2007 made inter-se between (1) Vivek Moolchand Sharma (Pandit) (2) Radha Vivek Sharma (Pandit) and (3) Speedway Trading Private Limited therein referred to as "the Partners", the partners agreed to carry on the business of Builders and Developers in the name and style of - 'Om Vasistha Developers' as the partnership firm on such terms and conditions as mentioned therein.

By an agreement to develop dated 22nd September registered under no KLN1-6595 of 2007 on 22nd October 2007 with the Sub-registrar at Kalyan-1 executed between (1) Uma Moolchand Sharma (Pandit) (2) Vivek Moolchand Sharma (Pandit) and (3) Manish Chetan Sharma (Pandit) of the one part and Om Vasistha Developers of the other part, therein referred to as the owner and the Developers respectively; the said Uma Moolchand Sharma (Pandit) and Others granted unto the said Promoters the rights to develop a part admeasuring about 4.83,382 sq mts of the entire Plot as described therein, hereinafter referred to as the 'said

कलन २
 रस्त क्र २०१२

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

भारत INDIA

INDIAN NON JUDICIAL

श्री सजिष लीलत मदनानी

(एल एम व्ही नं ६७२)
C/o लिटिली होराक...
चौहान...
पंजाब...
क्रमांक...
श्री/श्रीमती...
यांचा न्यायिक...

25 JAN 2012

FB 760000

हाराट्ट MAHARASHTRA

Stamp Office, Mumbai
2 & 72
JAN 2012
Officer

OM VASISTHA DEVELOPERS
E-501, Remi Biz Court,
Off Veera Desai Road,
Andheri West, Mumbai-400 059.

परवाना धारक मुद्रांक विक्रेता



MADGE

POWER OF ATTORNEY

ALL TO WHOM THESE PRESENTS SHALL COME, Om Vasistha Developers, a proprietorship firm having its principal office at Plot No.4, 6, 7, 8 & 9, Ramwadi, Bail Bazar, Kalyan (MS) hereinafter referred to as the 'Promoters') do hereby SEND GREETINGS:-

By a Deed of Partnership dated 3rd August 2007 made inter-se between (1) Vivek Moolchand Sharma (Pandit) (2) Radha Vivek Sharma (Pandit) and (3) Speedway Trading Private Limited therein referred to as "the Partners", the partners agreed to carry on the business of Builders and Developers in the name and style of - 'Om Vasistha Developers' as the partnership firm on such terms and conditions as mentioned therein.

By an agreement to develop dated 22nd September registered under no KLN1-6595 of 2007 on 22nd October 2007 with the Sub-registrar at Kalyan-1 executed between (1) Uma Moolchand Sharma (Pandit) (2) Vivek Moolchand Sharma (Pandit) and (3) Manish Chetan Sharma (Pandit) of the one part and Om Vasistha Developers of the other part, therein referred to as the owner and the Developers respectively; the said Uma Moolchand Sharma (Pandit) and Others granted unto the said Promoters the rights to develop a part admeasuring about 4,83,382 sq mts of the entire Plot as described therein, hereinafter referred to as the 'said

कलन २
दस्त क्र... २०१२

Property' with the structures standing thereon and more particularly mentioned in the schedule hereunder written for such consideration and upon such terms and conditions as mentioned therein;

By a deed of Conveyance dated 28th September 2007 made between between (1) Uma Moolchand Sharma (2) Vivek Moolchand Sharma and (3) Manish Chetan Sharma of the one part and Om Vasistha Developers of the other, the said Uma Moolchand Sharma and others sold conveyed and transferred the said property in favour of the said Om Vasistha Developers.

By a Supplementary deed of Partnership dated 18th November 2008..made inter se between the partners, profit sharing ratio of the partners was altered.

By a Deed of Admission cum Retirement to Partnership dated 19th May 2010, speedway Trading Pvt. Ltd. Retired from the partnership and in its place Ravinay trading Co. Ltd. was introduced as new partner to the Partnership firm.

By a Deed of Dissolution of Partnership dated 18th November 2010, all the partners mutually decided to dissolve the partnership and it was agreed that all the assets and liabilities will belong to Ravinay Trading Co. Ltd. And business will continue to be carried on in the same name and style of "Om Vasistha Developers" by Ravinay Trading Co. Ltd. (hereinafter referred to as the 'Said Proprietor') as proprietorship firm.

As it is not possible for the said proprietor to attend to the execution of the agreements for Sale and other documents and to lodge the same for registration in the office of Sub-registrar for admitting the execution and registration thereof, the said proprietor is executing these presents in favour of Mr. Vardhman Jain and Mr. Ankur R Nabera to do various acts as mentioned under this Power of Attorney in respect of the property more particularly described in the Schedule hereunder written:

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH, Om Vasistha Developers through its proprietor M/S Ravinay Trading Co. Ltd do hereby nominate constitute and appoint Mr. Vardhman Jain and Mr. Ankur R Nabera to be its true and lawful attorney, to do all or any of the following acts, deeds, matters and things for us in our name and on our behalf and also for our proprietary concern- Om Vasistha Developers, in its name and for the said concern only with regard to and affecting the property more particularly described in the schedule hereunder written together the structures standing thereon (hereinafter referred to as the 'said Property').

- 1 TO APPEAR AND REPRESENT the said proprietor before sub-registrar Kalyan for admission of executed documents of Agreement for Sale of flats/other units, and/or Correction Deeds, Papers, Correspondences and/or other documents, executed by the said proprietor or by its attorney for registration thereof and to admit the execution of the instrument/documents and when it has been returned to him duly registered, to give a proper and valid receipt and discharge of the same.
2. TO SIGN all other papers and writings for the aforesaid purposes including the necessary deeds, declaration and understandings in connection with the aforesaid purposes.

कलन २	
दस्तावेज क्र. २२२२	२०१०
५३	६०

3. TO ENGAGE professional including Advocates, Solicitors, give them instructions from time to time and pay their fees for all or any of the purposes herein above mentioned.
4. The said proprietor agree and undertake to ratify and confirm all and whatsoever the said Attorneys acting under them shall do or purport to do cause to be done in the premises by virtue of these presents.

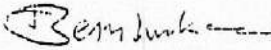

SCHEDULE

ALL THAT piece or parcel of land bearing Sub-divided Plot nos 4, 6 open space nos 7,8 and 9 situate at Rambhau Patwardhan Road, Kalyan (west) Thane 421 301 within the limits of Kalyan Dombivli Municipal Corporation in the revenue village of Kalyan in the taluka and registration sub-district of Kalyan district Thane forming a part of the lands formerly bearing Survey no 270/3(P) and now bearing CTS no 3361(P) formerly bearing Survey no 251(P) and now bearing CTS no 3362(P) formerly Survey no 250/2(p) and now bearing CTS no. 3363(P) in aggregate admeasuring about 4,833.82 sq mts and bounded as follows:

- On or towards North by Rambhau Patwardhan Road
- On or towards South by Plot no 5 Ramkuwar Mansion Building
- On or towards West by Dr Deepak Shetty Marg
- On or towards East by Plot no 2.

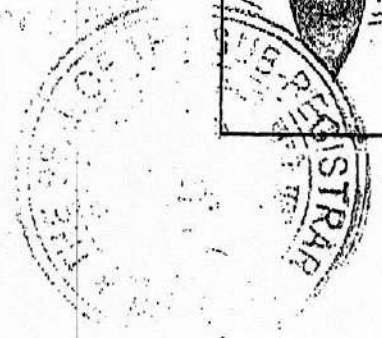
IN WITNESS WHERE OF the said proprietor through its authorised representative Mr. Anup Venkatesh Uppal have hereunto set and subscribed their respective hands and seals at Mumbai this 30 day of January'2012.

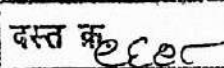
The Common Seal of the said Proprietor Ravinay Trading Co. Ltd. has been affixed in pursuance to the Resolution dated 11th January'2012 Passed by its Board of Director in the Board meeting dated 11th January'2012 In the presence of:

1. 
2. 

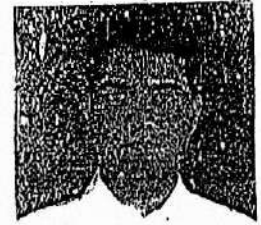
Accepted by us:

Shri Vardhman Jain



कलन २	
दस्त क 	२०१२
५१	६७

Shri Ankur R Nabera



We M/s. Om Vasistha Developers Thru. Mr. Anil Venkatesh Uppal Aged -- Yrs
Residing at 2158, K.B.Road, Kalyan Badlapur Road, Bovapada, Ambarnath (W) 521 420

Name : M/s. Om Vasistha Developers Thru. Mr. Anil Venkatesh Uppal



Signature

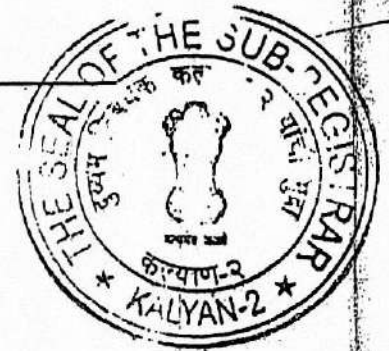
That We have executed the annexed Power Of Attorney
on day of January 2012
Pertaining to Property Purpose
& Signed the same beside our photo herein above & the said document
containing 4 pages.

The above persons have signed &

Before me

Shailesh Thakkar
Advocate

Shop no. 2, Jarimari Mandir, Near Roop Sangam,
Laxmi Market, Station Road, Kalyan- 421 301



Witness

[Handwritten signature]

[Handwritten signature]

कलन २	
वस्तु क्र. ६६६	२०१२
५२	६०

RAVINAY TRADING COMPANY LIMITED

EXTRACTS OF THE MEETING OF THE BOARD OF DIRECTORS HELD ON 11/01/2012 AT 11.00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY AT STATE BANK BUILDING ANNEXE 1ST FLOOR BANK STREET, MUMBAI - 400023.

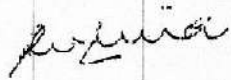
"RESOLVED THAT the company do hereby nominate constitute and appoint Mr. Anil Uppal to sign lawful attorney in favour of Mr. Vardhman Jain and Mr. Ankur R Nabera wherein Mr. Vardhman Jain and Mr. Ankur R Nabera were given power to do all or any of the following acts, deeds, matters and things for our proprietary concern - Om Vasistha Developers in its name and for the said concern only with regard to and affecting the property together with the structures standing thereon.

1. To enter into, sign and execute on behalf of the said proprietor all agreements, deeds, papers, correspondences and/or such other documents which are required to be executed with regard to sale of residential and/or commercial premises including flats, shops etc. in the said property.
2. To appear and represents on behalf of the said proprietor before any registering authority including the office of sub-registrar of assurances and to lodge any instrument including agreement, deeds, papers, correspondences and/or other documents, executed by the said proprietor or by its attorney for registration thereof and to admit the execution of the instrument/documents and when it has been returned to him duly registered, to give a proper and valid receipt and discharge of the same.
3. To sign any other papers and writings for the aforesaid purposes including the necessary deeds, declaration and understandings in connection with the aforesaid purposes.
4. The said proprietor agree and undertake to ratify and confirm all and whatsoever the said attorney or any substitute acting under them shall do or cause to be done in the premises by virtue of these presents.

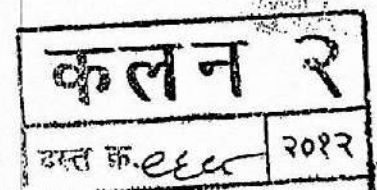
"RESOLVED FURTHER THAT a copy of the resolution to be provided to the concerned person as and when required"

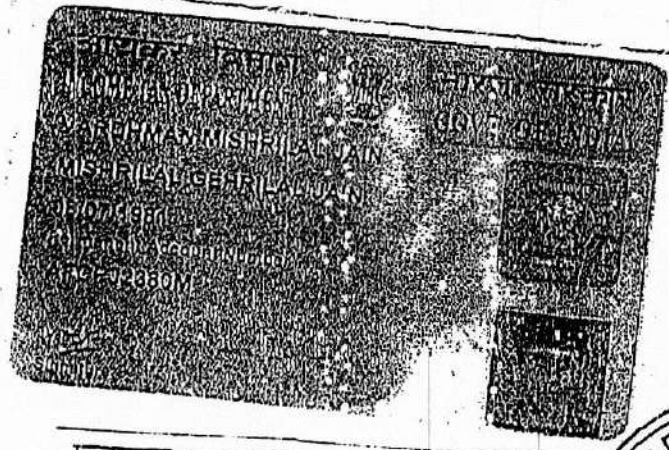
FOR RAVINAY TRADING COMPANY LIMITED

Place: Mumbai
Dated: 11th Jan, 2012


Ravindrakumar Vinaykumar Ruia
Director

First Floor, State Bank Building Annexe, Bank Street, Fort, Mumbai- 400023



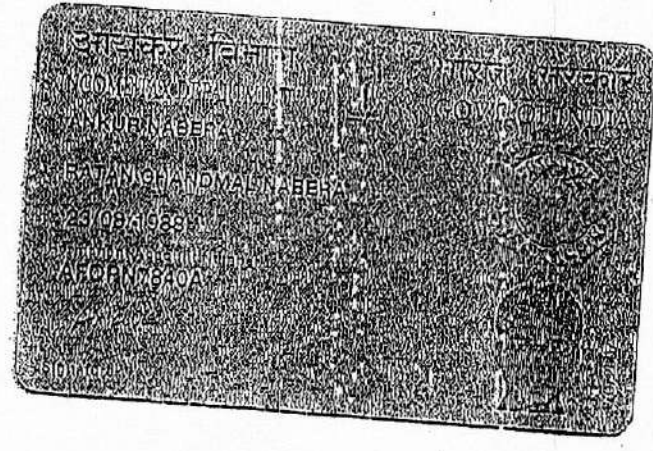
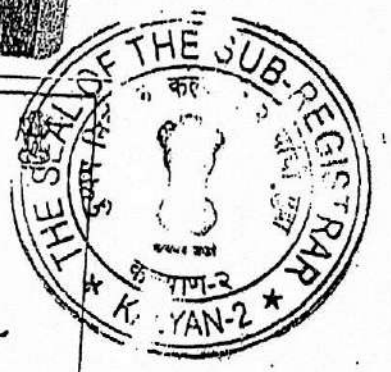


PERMANENT ACCOUNT NUMBER
AAACR1839D

RAVINAY TRADING COMPANY LTD

30.04.1981

[Signature]
MAGAN SINGH (MAGAN)



कलन २

वस्तु क्र. ८८८ २०१२

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ANIL UPPAL
VANKETASH NARAYAN UPPAL
01/07/1987
Permanent Account Number
AAGDU5902H

Signature

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

BHAI CHANDRA J TEMBURKAR
JAGANNATH TEMBURKAR
17/05/1957

Permanent Account Number

AKEPTS102C

Signature



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

DILIP NANDLAL ADHIA
NANDLAL POPATLAL ADHIA
29/09/1958
Permanent Account Number
AMKEF0245P

Signature

कलन २

वस्तु क्र. ६६६ २०१२
५८ ६०

६६६	१६. १३६
६६६	१६. १३६

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ASHA M. CHORDIA
BASANTILAL CHHAJED
05/07/1971
Permanent Account Number
ADLP02460J

Signature

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SWARN SARITA REALTY PRIVATE LIMITED

03/07/2012

Permanent Account Number

AARCS7339A

24072012

citibank

Citibank N.A., Global Consumer Bank

A/C Payee Only
Not Negotiable

Draft

GCB No.

BOMBAY

349145

020011046369072

Valid for three months from the date of issue

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D D M M Y Y Y Y

Pay to the Order of **JOINT SUB-REGISTRAR THANE ***

The Sum of Rupees **THIRTY THOUSAND ONLY.**

₹ *****30000.00*

Payable at Par at all Citibank branches in India

For CITIBANK N.A.

SBF(M)/CTS-2010

MANDAGOPAL
AGER



12/11/2012

दुय्यम निबंधकः

4:56:22 pm

कल्याण 2

दस्त गोषवारा भाग-1

फालगुन 2

दस्त क्र 9698/2012

ये/ए

दस्त क्रमांक : 9698/2012

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	<p>नाम: मं. स्वर्णसरीता रिवल्टी प्रा.लि.तर्फे डायरेक्टर आशा महेंद्र धोरडिया - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेठ/वसाहत: - शहर/गाव: 12 धनजी स्ट्रीट, मुंबई तालुका:</p>	<p>लिहून देणार वय 41 सही Asha M. Dhore</p>		
2	<p>नाम: ओम दशिष्ठ डेव्हलपर्स तर्फे प्रमोटर विवेक एम.शर्मा यांच्यायतीने कबुली जाणाऱ्या करीता कु.मु. म्हणून वर्धमान जेन AAOPU5902H - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - प</p>	<p>लिहून देणार वय 31 सही [Signature]</p>		
3	<p>नाम: ओम दशिष्ठ डेव्हलपर्स तर्फे प्रमोटर विवेक एम.शर्मा यांच्यायतीने कबुली जाणाऱ्या करीता कु.मु. म्हणून अंशुर नबेरा AAOPU5902H - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - प</p>	<p>लिहून देणार वय 29 सही Anant Nabera</p>		





दस्त गोषवारा भाग - 2

कलन2

दस्त क्रमांक (9698/2012)

EO / EO

दस्त क्र. [कलन2-9698-2012] चा गोषवारा
बाजार मुल्य :1310000 मोबदला 13200000 भरलेले मुद्रांक शुल्क : 792000

पावती क्र.:9854 दिनांक:12/11/2012

पावतीचे वर्णन

नांव: मे. स्वर्णसरीता रियल्टी प्रा.लि.तर्फे
डायरेक्टर आशा नरेंद्र घोरडिया - - .

दस्त हजर केल्याचा दिनांक :12/11/2012 04:48 PM

निष्पादनाचा दिनांक : 30/10/2012

दस्त हजर करणा-याची सही :

Asha M. Jain

30000 :नोंदणी फी

1200 :नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (आ. 11(2)),

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

31200: एकूण

दस्ताचा प्रकार :25) करारनामा

शिकका क्र. 1 ची वेळ : (सादरीकरण) 12/11/2012 04:48 PM

शिकका क्र. 2 ची वेळ : (फी) 12/11/2012 04:55 PM

शिकका क्र. 3 ची वेळ : (कमुली) 12/11/2012 04:55 PM

शिकका क्र. 4 ची वेळ : (ओळख) 12/11/2012 04:56 PM

दस्त नोंद केल्याचा दिनांक : 12/11/2012 04:56 PM


द. निंबंधकाची सही, कल्याण 2

ओळख :

खालील इत्तम असे निवेदीत करतात की, दस्तऐवज करून देणा-यांना व्यक्तीशा ओळखतात
व त्यांची ओळख पटवितात.

1) भालचंद्र ज.टेंपुरकर- - , घर/प्लॉट नं:

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:कल्याण

तालुका: -

पिन: -

2) दिलीप नंदलाल अडिया- - , घर/प्लॉट नं:

गल्ली/रस्ता: -

ईमारतीचे नाव: -

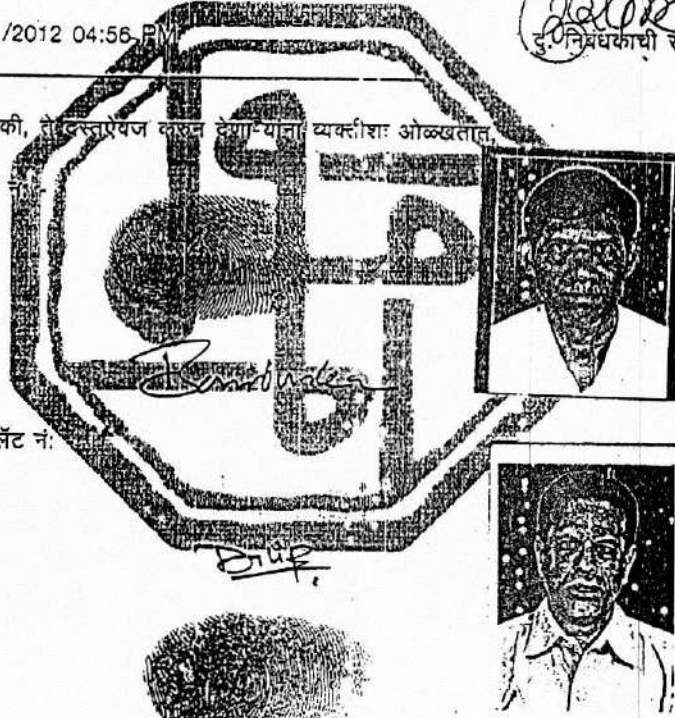
ईमारत नं: -

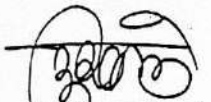
पेट/वसाहत: -

शहर/गाव:कल्याण

तालुका: -

पिन: -




द. निंबंधकाची सही
कल्याण 2

प्रमाणित करण्यात येते की,

द.क्र. ९६९८ / २०१२ मध्ये

..... ६० पाने आहेत.

पुस्तक..... १ दस्त क्र. ९६९८

..... १२/११/२०१२ वर नोंदला

सह. दुय्यम निबंधक कल्याण क्र. २

दि. १२ / ११ / २०१२



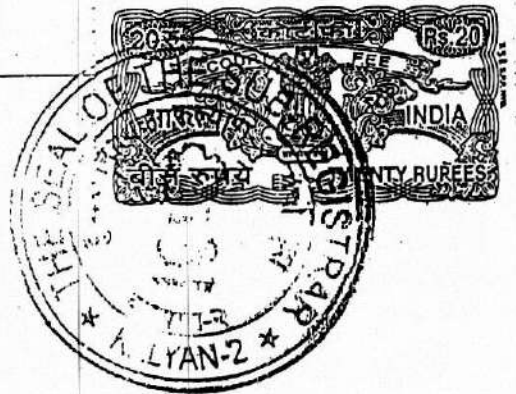
दस्तऐवजासोबत जोडलेले कागदपत्रे, मुळमुळत्यापत्रे
व्यक्ती इत्यादी घना रंग आळखून आल्यास याची संपूर्ण
जबाबदारी निष्पादकाची राहिल.



गावाचे नाव : कल्याण

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 13,200,000.00
बा.भा. रु. 1,310,000.00
- (2) भू-भापन, पोटहिस्ता व घरक्रमांक (असल्यास) (1) वर्णना 1/9 विभाग क्र.10-इ-1, मोजे कल्याण येथील सि.स.नं. 3361 पै, 3362 पै, 3363 पै, प्लॉट नं.4 ते 9 यावरील "ओम सुग्रेन", शॉप नं.16 आणि 116, तळ आणि पहिला मजला, क्षेत्र 715 + 715 चौ.फुट कारपेट
- (3) क्षेत्रफळ (1)-
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हक्कनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) ओम विशिष्ट डेव्हलपर्स तर्फे प्रमोटर विवेक एम.शर्मा यांच्यावतीने कबुली जाबाबा करीता कु.मु. म्हणून अंमल नं. AAORU5902H -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: ई-501, रेमी बीझ कोर्ट, धीर देसाई रोड, अंधेरी; तालुका: -; पिन: -; पॅन नम्बर: -
(2) ओम विशिष्ट डेव्हलपर्स तर्फे प्रमोटर विवेक एम.शर्मा यांच्यावतीने कबुली जाबाबा करीता कु.मु. म्हणून अंमल नं. AAORU5902H -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: व प्र. तालुका: -; पिन: -; पॅन नम्बर: -
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हक्कनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) मे.सुवर्णसरीता रियल्टी प्रा.लि.तर्फे डायरेक्टर आशा महेंद्र चोरडिया -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: 12 घनजी स्ट्रीट, मुंबई तालुका: -; पिन: -; पॅन नम्बर: AARCS7839A.
- (7) दिनांक करून दिल्यास 30/10/2012
- (8) नोंदणीचा 12/11/2012
- (9) अनुक्रमांक, खंड व पृष्ठ 0698/2012
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 792000.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेरा

सह. दुय्यम निबंधक, कल्याण-२
वर्ग-२





Dr. Vasista Developers

(A Unit of Ravinay Trading Company Limited)

Registered Office : 1st Floor, State Bank Building Annex, Bank Street, Fort, Mumbai - 400023.

Site Office : "Aum Supreme" Ramwadi, Old Ball Bazar, Opp. H. P. Petrol Pump, Kalyan (W), Tel.: 0251 - 3238443



Om Vasistha Developers

(A Unit of Ravinay Trading Company Limited)

Registered Office : 1st Floor, State Bank Building Annexe, Bank Street, Fort, Mumbai - 400023.
Site Office : "Aum Supreme" Ramwadi, Old Bail Bazar, Opp. H. P. Petrol Pump, Kalyan (W); Tel.: 0251 - 3233



Government of India
Form GST REG-06
[See Rule 10(1)]

Registration Certificate

Registration Number :27AARCS7339A1Z3

1.	Legal Name	SWARNSARITA REALTY PRIVATE LIMITED			
2.	Trade Name, if any	SWARNSARITA REALTY PRIVATE LIMITED			
3.	Constitution of Business	Private Limited Company			
4.	Address of Principal Place of Business	OPERA HOUSE, 115, PANCHRATNA CHS LTD, MAMA PARMANAND MARG, CHARNI ROAD, MUMBAI, Mumbai			
5.	Date of Liability	01/07/2017			
6.	Period of Validity	From	01/07/2017	To	NA
7.	Type of Registration	Regular			
8.	Particulars of Approving Authority				
Signature					
Name					
Designation					
Jurisdictional Office					
9.	Date of issue of Certificate	26/09/2017			
Note: The registration certificate is required to be prominently displayed at all places of business in the State.					

This is a system generated digitally signed Registration Certificate issued based on the deemed approval of the application for registration

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

SWARNSARITA REALTY PRIVATE
LIMITED



03/07/2012

Permanent Account Number

AARCS7339A

24/07/2012

BANK DETAILS:-

ACCOUNT NAME: SWARNSARITA REALTY PRIVATE LIMITED

ACCOUNT NO: 2312029199

IFSC CODE: KKBK0001414

BANK NAME: KOTAK MAHINDRA BANK

BRANCH:- OPERA HOUSE MUMBAI-400004

LENSKART

Letter Of Intent

THIS TERMSHEET IS AN EXPRESSION OF INTEREST BETWEEN PARTIES SIGNING HERE OF REFLECTING THE BROAD COMMERCIAL TERMS AND CONDITIONS AGREED UPON. A DETAILED AGREEMENT WILL BE EXECUTED WITHIN A MUTUAL AGREEABLE TIME FRAME AFTER SIGNING OF THIS LOI/TERMSHEET.

1.	<i>The Licensee</i>	Dealskart Online Services Pvt Ltd.
2.	<i>Address of the Licensee/Licensee</i>	H.No. 339A/8, Mehta Chowk. Nr. Juhi clinic, Dadawadi Jain Mandir Road. Mehrauli, New Dekhi - 110030
3.	<i>The Owner</i>	Swarnsarita Realty Pvt Ltd
4.	<i>Address of the Owner</i>	Swarnsarita Realty Pvt Ltd, 115, Panchratn CHD, Opera House, Mama Parmanand Marg, Charni Road, Mumbai. 400004
5.	<i>Complete Address of the proposed property including the Floor</i>	Shop No 16, AUM Supreme, Bail Bazaar Road, Kalyan W, Maharashtra, Pin Code - 421301
6.	<i>Type of Agreement</i>	Leave and License
7.	<i>Super Area (Sq. ft) (Subject to actual measurement)</i>	Chargeable Area: 750 SQFT
8.	<i>Tenure</i>	9 Years (5+4 yrs)
9.	<i>Lock-in</i>	For Licensee/ Licensee - 11 month from date of possession. For Licensor/ Licensor - Entire tenure of the agreement.
10.	<i>Rent</i>	Rs1,90,000- + GST
11.	<i>Advance Rent</i>	1 month
12.	<i>Rent Free/Fit out Period</i>	45 days
13.	<i>Security Deposit</i>	Equal to 6 Months rental 1 Month at the time of signing the LO 5 Months at the Possession and registration of the agreement which ever is later.



Rajesh H. Chordia

14.	<i>Increase/Escalation in Rent</i>	15 % after every three years
15.	<i>Owner Scope of work</i>	<ol style="list-style-type: none"> 1. Electricity load shall be provided by the Licensor as per requirement of the Licensee approximately 20 Kw with 3phase meter 35 sqmm. 4 core aluminum cable till the rear wall of the store. 2. Separate electrical meter to be provided. 3. Earthing pit & MCB enclosure as per Licensee requirement. 4. Existing floor tiles along with PCC (3to 4 Inches) to be removed. 5. All existing electrical wires switches to be removed and their holes in the wall, ceiling to be properly plastered & white wash to be done. 6. Existing loft to be demolished and proper plaster of walls to be done. 7. Property to be handed over in airtight situation .Plastering on all the walls and ceiling to be done with white wash. 8. Rolling shutter to be rust free & should be in smooth working condition. 9. Existing signage along with down lighters & ACP to be removed.
16.	<i>Space For ODU of AC</i>	Outdoor unit space for air conditioning to be provided by Licensor.
17.	<i>Space for Signage/ Lollypop</i>	Signage main Entrance, Lollypop on right Side with FOC.
18.	<i>Power & Water Consumption Charges on actual</i>	To be borne by the Licensee on actuals
19.	<i>Stamp Duty & Registration</i>	To be borne by equal- 50% Each by Licensee & Licensor.
20.	<i>Taxes</i>	All taxes related to property ownership, parking and other will be borne by Licensor/Licensor. Service Tax on rent of licensee will be borne by Licensee
21.	<i>Brand</i>	Lenskart.com/John Jacobs
22.	<i>Possession Date</i>	Possession to taken post completion of landlord scope of work. Or as per mutual consent.
23.	<i>Notice Period</i>	For Licensee/ Licensee – 1 month notice to Licensor



Regd. M. Chavda

		subject to completion of lock in.
24.	Execution of Agreement	The Lease Agreement shall be executed no later than 15 days from the signing of this LOI.
25.	Miscellaneous	(a) Further, if said discussion does not reach to a final documentation due to any reason whatsoever, all the deposit paid by Licensee to Licensor to be refunded unconditionally without any deduction. (b) Fire NOC, if applicable, shall provide by the Licensor before the commencement of the agreement
26.	Documentation and information required at the time of signing the LOI for payments to be made to the Licensor/ Licensor	<ul style="list-style-type: none"> • Owner ship Deed/ Purchase agreement • Copy of Lease. • Copy of PAN Card • Cancelled Cheque • OC/CC • GST Certificate if applicable • Bank: • Branch: • Account Holder's Name: • Account Number: • IFSC code: • Latest Paid Property Tax receipt.

THIS TERM SHEET SHALL HAVE BECOME BINDING AND VALID ONLY AFETR SIGNATURE OF BOTH PARTIES ARE AFFIXED AND PARTIES MAY HAVE SPECIFIC PERFORMANCE OF TERM AND CONDITION AGREED HERE IN.

Authorized Signatory

Authorized Signatory

For Dealskart Online Services Pvt. Ltd.



Raj M. Chavala

PRIVY LEAGUE



Panchsarita Co-Operative Housing Society
Ltd, 21, Mama Parmchand Marg, Opera House Mumbai - 400042
Maharashtra India
IFSC : KKBK0001414

Valid for three months from date of issue
Date
D D M M Y Y Y Y

Pay

या शरक को Or Bearer

रुपये Rupees

Swarasari Realty
शरक को ₹

शरक को
A/c No. 2312029199

KOTAK PRO CURRENT ACCOUNT
CBS

For Swarnsarita Realty Private Limited

Authorized signatory

Please sign above

05-01-2019
Payable At-par at all branch locations of Kotak Mahindra Bank Ltd.

⑈000033⑈ 4004851291: 000087⑈ 29