



Thursday, December 19, 2002

10:56:12 AM.

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 7731

गावाचे नाव माजीवडे

दिनांक 19/12/2002

दस्तऐवजांचा अनुक्रमांक टनन1 - 08722 - 2002

दस्ता ऐवजांचा प्रकार फरारनामा

सादर करणाराचे नाव: श्री सत्यजीत द्वारकानाथ. वैदय

नोंदणी फी

20000.00

नक्कल (अ. 11(1)), पृष्ठाकनाची नक्कल (आ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (97)

1940.00

एकूण

रु.

21940.00

आपणास हा दस्त अंदाजे 11:10AM ह्या वेळेस मिळेल

दुय्यम निवधक

टाणे 1

बाजार मुल्य: 1863462 रु. मोबदला: 2179580 रु.

भरलेले मुद्राक शुल्क: 133150 रु.

श्री. Sridhar  
मुळ दस्त मिळाला.  
दि 19/12/2002

(वि. नि. नमुना क्र. १) (Form No. 1)

सर्वसा. ११३ मं.  
Gen 113 me.

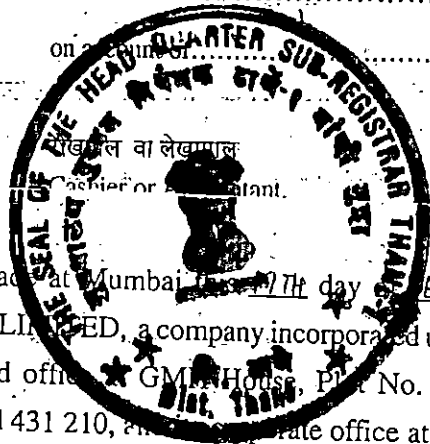
मूळ प्रत [अहस्तांतरणीय]  
ORIGINAL COPY [NON TRANSFERABLE]

शासनास केलेल्या प्रकरणाची पावती  
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place..... दिनांक/Date.....

Received from.....  
र./Rs.....

on.....



Collector of Stamps Thane  
(सही/Signature)  
(पदनाम/Designation)

9-50

THIS AGREEMENT made at Mumbai on 17th day of DECEMBER 2002, BETWEEN GLEITLAGER (INDIA) LIMITED, a company incorporated under the Companies Act, 1956, and having its registered office at GM House, Plot No. H-6, MIDC Industrial Area, Chikalhana, Aurangabad 431 210, and its principal office at Manu Mansion, 3rd Floor, 16, Shahid Bhagat Singh Road, Mumbai 400 023, hereinafter referred to as "the Owner" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns) of the First Part, AND TATA HOUSING DEVELOPMENT COMPANY LIMITED, a company incorporated under the Indian Companies Act, 1913, and deemed to be registered under the Companies Act, 1956, and having its registered office at Emerald Court, 704, Lady Jamshedji Road, Mahim (W),

Mumbai - 400 016 hereinafter referred to as "the Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns) of the Second Part, AND MR./MS. SATYAJEET DWARKANATH VAIDYA & MRS. MINAL S. VAIDYA Indian Inhabitant/s, residing at A-5, 704, SAKET THANE(W)/ 400601

....., a company registered or deemed to be registered in India under the Companies Act, 1956, and having its registered office at .....

....., a partnership firm registered under the Indian Partnership Act, 1932, and having its registered office at .....



JOINT DISTRICT REGISTRAR CLASS - I THANE MAHARASHTRA INDIA  
32793 SPECIAL METERS  
111929 DEC 12 2002  
R.0133150/PB1034

PROPER OFFICER  
COLLECTOR OF STAMPS  
THANE

Handwritten signatures and dates: 01/11/2002, 13/12/02, S.D. Vaidya

office at \_\_\_\_\_

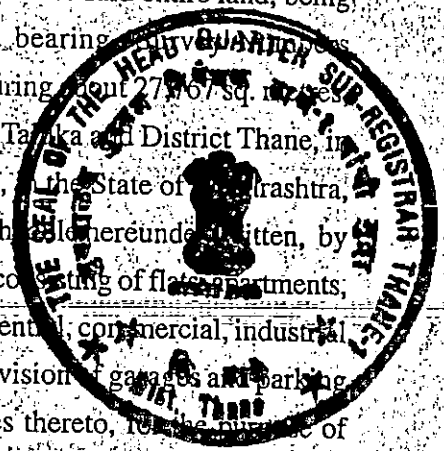
\_\_\_\_\_, a public charitable trust registered under the Bombay Public Trusts Act, 1950, and having its registered office at \_\_\_\_\_

hereinafter referred to as "the Purchaser/s" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include in the case of an individual or individuals, his/her or their respective heirs, executors, administrators and permitted assigns / in the case of a body corporate, its successors and permitted assigns / in the case of a partnership firm, the partners for the time being and from time to time constituting the firm, and the survivors or survivor of them, and the heirs, executors and administrators of the last survivor of them and their, his or her permitted assigns / in the case of a trust, the trustees for the time being and from time to time of the trust, and the survivors or survivor of them, and the heirs, executors and administrators of the last survivor of them and their, his or her permitted assigns) of the Third Part.

WHEREAS:-

A. The Owner is the absolute owner of and seised and possessed of and well and sufficiently entitled to the property being all those pieces and parcels of land or ground bearing Survey Nos. 165, 166(1)(1-A)(1P), 167 (3), 167(5), 168(1), 168(7), 169(2), 170(1), 170(3), 307(3) and 342(Pt) admeasuring about 78,662 sq. metres, situate at Village Majiwade, Taluka and District Thane, and land bearing Survey Nos. 173/2,4,5,6, 174/2, 176/2,3 and 342(Part) admeasuring about 27,767 sq. metres, situate at Gladys Alvarez Road, Village Majiwade, Taluka and District Thane, in the State of Maharashtra (hereinafter referred to as "the said entire land").

B. (a) The Owner being desirous of developing a portion of the said entire land, being all those pieces and parcels of land or ground bearing Survey Nos. 173/2,4,5,6, 174/2, 176/2,3 and 342(Part), admeasuring about 27,767 sq. metres, situate at Gladys Alvarez Road, Village Majiwade, Taluka and District Thane, in the Registration Sub-District and District of Thane, in the State of Maharashtra, which is more particularly described in the First Schedule hereunder written, by having constructed buildings and structures thereon consisting of flats, apartments, tenements, units and premises of all kinds, for residential, commercial, industrial and/or any other authorised user, together with provision of garages and parking spaces and other necessary amenities and services thereto, for the purpose of



Handwritten registration details in a box: 6422-02, 7-50

Handwritten notes on the left margin: 'See' and 'WV' with arrows pointing to the office address line.

Handwritten notes at the bottom: 'See' and 'WV' with a '2' and other scribbles.

Handwritten initials 'AP' at the bottom left.

selling, leasing or otherwise transferring the same to prospective purchasers, lessees and other transferees, at the risk and responsibility of and as desired or directed by the Promoter, the Owner has by and under an Agreement dated 26th September, 1996, executed between the Owner and the Promoter, agreed with the Promoter for developing the land described in the First Schedule hereunder written, in the manner and on the terms, conditions, stipulations and provisions therein contained (hereinafter referred to as "the said Agreement").

- (b) On a survey made by the Office of the District Inspector of Land Records, and as per the certified copy of the plan issued by that Office on 4-1-1997, the actual area of land in physical possession of the Owner is about 29,818.79 square metres (that is to say, an additional area of about 2051.79 square metres is in the Owner's physical possession, which is described in the Second Schedule hereunder written).
- (c) The land described in the First Schedule and in the Second Schedule hereunder written is hereinafter collectively referred to as "the said land". The site plan of the said land is hereto annexed and marked as Annexure "A".
- C. Under the said Agreement, the Owner has authorised and permitted the Promoter to sell and transfer on ownership basis, the various flats, apartments, tenements, units, premises and parking spaces in the buildings and structures to be constructed by the Promoter at its own cost on the said land, for such consideration and on such other terms, conditions, covenants, stipulations and provisions as may be decided and deemed fit by the Promoter, and for this purpose to sign and execute the necessary agreements, deeds, documents and writings with the purchasers/transferees of the same, jointly with the Owner, but at the sole risk and responsibility of the Promoter.
- D. The said Agreement also inter alia provides that on completion of development of the said land or portions thereof from time to time, the Promoter alone will be entitled to hand over possession of the various flats, apartments, tenements, units, premises and parking spaces constructed/provided thereon to the purchasers/transferees thereof, and except such portions as provided in the said Agreement.
- E. Pursuant to the right and authority given to it by the Owner under the said Agreement as aforesaid, the Promoter is constructing in a phased manner on the said land (after demolishing the existing structures thereon), a residential-cum-commercial complex proposed to be known as "GlenDale" (hereinafter referred to as "the said complex").



See X  
NW 3  
See

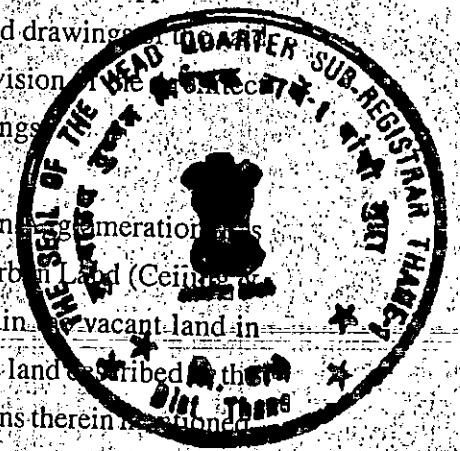
4575	2022
3-54	

consisting of five new residential buildings to be known as "Hyacinth", "Primrose", "Tulip", "Almanda" and "Daffodil", and one new residential-cum-commercial building (hereinafter collectively referred to as "the said new buildings"), details of which are as follows:-

- (a) Hyacinth - will consist of stilt and sixteen upper floors (including duplex penthouse);
- (b) Primrose - will consist of stilt and fourteen upper floors;
- (c) Tulip - will consist of stilt and fourteen upper floors;
- (d) Almanda - will consist of stilt and fourteen upper floors;
- (e) Daffodil - will consist of stilt and fourteen upper floors (including eleven floors to be constructed subsequently, in a subsequent phase of the construction); and
- (f) The residential-cum-commercial building will consist of ground floor and five or more upper floors, out of which the ground and first floors will consist of commercial units/premises and the balance floors will consist of residential flats/premises, and this building will be constructed subsequently, in a subsequent phase of the construction (hereinafter referred to as "the said residential-cum-commercial building").

F. The Promoter has entered into a standard agreement with its Architect, viz. Pheroze Kudianavala Technical Service Private Limited (hereinafter referred to as "the Architect"), who is registered with the Council of Architects, and such agreement is as per the agreement prepared by the Council of Architects, and the Promoter has appointed a structural engineer for the preparation of the structural design and drawings of the new buildings, and the Promoter accepts the professional supervision of the structural engineer till the completion of the said new buildings.

G. The Additional Collector and Competent Authority, Thane Urban Corporation vide his Order dated 30-9-1997 passed under section 22 of the Urban Land (Ceiling and Regulation) Act, 1976, granted permission to the Owner to retain the vacant land in excess of the ceiling limit for the purpose of redevelopment of the land described in the First Schedule hereunder written, subject to the terms and conditions therein mentioned.



*See*  
*18/11/97*  
*4*  
*See*  
*2*

	6022
	8-50

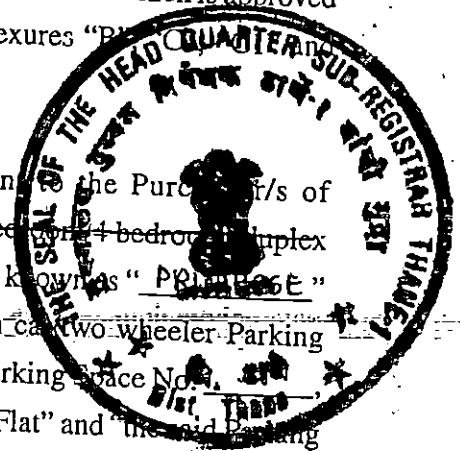
AP

H. The Promoter has got approved and sanctioned from the concerned local authority, being the Thane Municipal Corporation (hereinafter referred to as "the Municipality"), the plans, designs, specifications, elevations, sections and details of the said new buildings (save and except the plans for last eleven floors of the building to be known as "Daffodil" and for the said residential-cum-commercial building, the plans for which will be got approved and sanctioned subsequently as mentioned hereinafter), and while approving and sanctioning the same the concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said land and constructing the said new buildings, and upon due observance and performance of which only the Completion and Occupation Certificates in respect of the said new buildings shall be granted by the concerned local authority. The Promoter has under its said obligation, commenced construction of the said new buildings in accordance with the said plans, designs and specifications.

I. The Purchaser/s demanded from the Promoter and the Promoter has given inspection to the Purchaser/s, of all the documents of title relating to the land described in the First Schedule hereunder written, the said Agreement, the plans, designs and specifications of the said new buildings prepared by the Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the Rules made thereunder.

J. Copies of the Certificate of Title dated 12-8-1998 issued by M/s. Crawford Bayley & Company, the Advocates and Solicitors of the Promoter, the relevant Village Forms No. 7/12 and the change of land user order dated 14-10-1997 issued by the Collector Thane showing the nature of the title of the Owner to the land described in the First Schedule hereunder written on which the said new buildings are being constructed, and of the plan of the Flat agreed to be hereby purchased by the Purchaser/s which is approved by the Municipality, are annexed hereto and marked Annexures "A" through "D" respectively.

K. The Purchaser/s applied to the Promoter for allotment of the Purchaser/s of Flat No. 102 (consisting of 1 bedroom/2 bedroom/3 bedroom/4 bedroom duplex penthouse) on the 10TH floor of the Building to be known as "PENTHOUSE" (hereinafter referred to as "the said building"), AND open car/two wheeler Parking Space No.        and/or stilt/covered car/two wheeler Parking Space No.        as hereinafter mentioned (hereinafter referred to as "the said Flat" and "the said Parking Space/s" respectively).



*Handwritten notes:*  
x  
ybe  
WAV  
be  
h

*Handwritten notes:*  
Sle x  
WAV 5  
h

2022
8-54

H

L. Prior to making the application as aforesaid, the Purchaser/s has/have made a declaration to the effect that neither the Purchaser/s nor the members of his/her/their family [the term "family" referred to herein shall be as defined under the Urban Land (Ceiling & Regulation) Act, 1976] own a dwelling unit, tenement, house or building within the limits of Thane, as required under the provisions of the Maharashtra Co-operative Societies Act, 1960, and the Urban Land (Ceiling and Regulation) Act, 1976.

M. Relying upon the aforesaid application and declaration, the Promoter has agreed to allot and sell to the Purchaser/s, the said Flat and said Parking Space/s at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

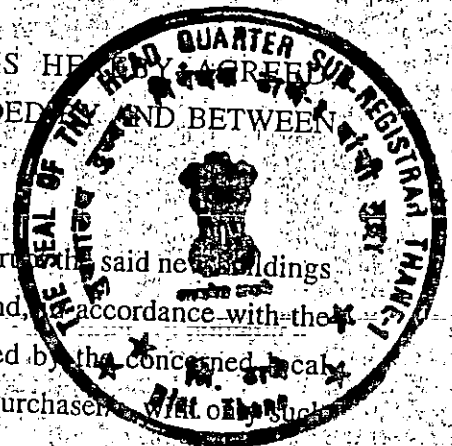
N. On or before the execution of these presents, the Purchaser/s has/have paid to the Promoter a sum of Rs. 3,27,000/- (Rupees THREE LAKHS TWENTY SEVEN THOUSAND only), being part payment of the consideration payable hereunder as advance payment, earnest money or deposit (the payment and receipt whereof the Promoter hereby admits and acknowledges) and the Purchaser/s has/have agreed and undertaken to pay to the Promoter the balance of the agreed sale price in the manner hereinafter mentioned.

O. Under Section 4 of the said Act, the Promoter is required to execute a written Agreement for sale of the said Flat and the said Parking Space/s to the Purchaser/s, being in fact these presents, and such Agreement is required to be registered under the Registration Act, 1908.

P. It is clearly agreed and understood by and between the parties that the Owner has agreed to join in and execute this Agreement as a formal party, without assuming any liability or obligation whatsoever save and except as provided herein, and upon the Promoter indemnifying the Owner from and against all obligations and liabilities of the Promoter hereinafter provided.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND UNDERSTOOD, DECLARED, CONFIRMED AND RECORDED BY THE REGISTRAR AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoter shall at its own cost and responsibility, construct the said new buildings in a phased manner (as mentioned herein) on the said land, in accordance with the plans, designs and specifications approved and sanctioned by the concerned local authority and which have been seen and approved by the Purchaser/s.



*Handwritten signatures and initials:*  
gkx  
NSW  
6  
k  
d

*Handwritten numbers in a box:*  
6222  
E-54

*Handwritten notes on the left margin:*  
X  
gkx  
NSW  
k  
d

*Handwritten initials:*  
HP

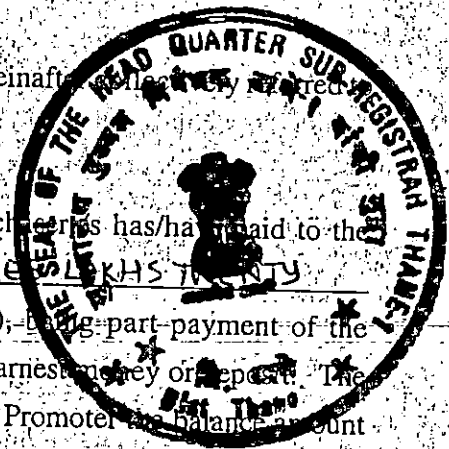
alterations, amendments, variations, modifications and/or additions thereto/ therein as the Promoter may consider necessary or as may be required by the concerned government/local authorities to be made in them or any of them.

Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser/s in respect of such alterations, amendments, variations, modifications and/or additions which may adversely affect the said Flat of the Purchaser/s.

- 2 (a) The Purchaser/s hereby agree/s and undertake/s to purchase and acquire from the Promoter and the Promoter hereby agrees to sell and transfer to the Purchaser/s, Flat No. 102 (consisting of ~~1 bedroom/2 bedroom/ 3 bedroom/4 bedroom duplex penthouse~~) admeasuring 70.61 sq. metres carpet area (which is inclusive of the area of enclosed balconies) on the 10TH floor of the Building to be known as "PRIMROSE" (hereinafter referred to as "the said building"); as shown in the floor plan thereof hereto annexed and marked Annexure "D" (hereinafter referred to as "the said Flat") for the price of Rs. 21,79,580/- (Rupees TWENTY ONE LAKHS SEVENTY NINE THOUSAND FIVE HUNDRED EIGHTY ONLY only), AND open car/two wheeler Parking Space No. - admeasuring - sq Metres and/or still/covered car/two wheeler Parking Space No. - admeasuring - sq Metres as shown in the plan thereof hereto annexed and marked Annexure "E" (hereinafter referred to as "the said Parking Space/s") for the price of Rs. - (Rupees - only), making in the AGGREGATE the price of Rs. 21,79,580/- (Rupees TWENTY ONE LAKHS SEVENTY NINE THOUSAND FIVE HUNDRED EIGHTY ONLY only), including Rs. 6,44,380/- being the proportionate price of the common areas, amenities and facilities appurtenant thereto. The nature, extent and description of the common areas, amenities and facilities is set out in the Third Schedule hereunder written.

- (b) The said Flat and the said Parking Space/s are hereinafter collectively referred to as "the said premises".

3. On or before the execution of these presents, the purchaser/s has/have paid to the Promoter a sum of Rs. 3,27,000/- (Rupees THREE LAKHS TWENTY SEVEN THOUSAND ONLY only), being part payment of the consideration payable hereunder as advance payment, earnest money or deposit. The Purchaser/s hereby agree/s and undertake/s to pay to the Promoter the balance amount

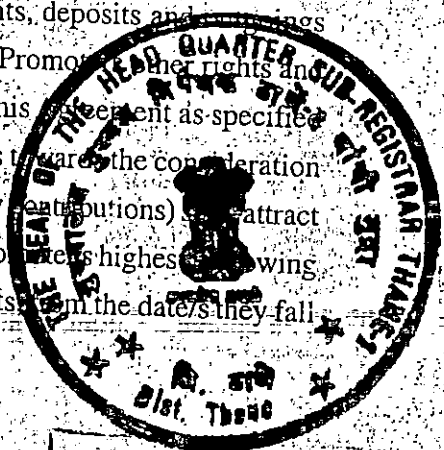


C622  
10-50





6. The Promoter hereby declares that the Floor Space Index ("FSI") available in respect of the land described in the First Schedule hereunder written is 25,547.36 square metres only and that no part of the said Floor Space Index has been utilised by the Promoter elsewhere for any purpose whatsoever. In case the said Floor Space Index has been or is hereafter utilised by the Promoter elsewhere, then the Promoter shall furnish to the Purchaser/s all the detailed particulars in respect of such utilisation of the said Floor Space Index by it.
  
7. The Owner and the Promoter hereby agree that they shall, before handing over possession of the said premises to the Purchaser/s, and in any event before execution of the Deed of Conveyance/Transfer of the said land and the said new buildings to be constructed thereon in favour of the co-operative society or body corporate or other organisation to be formed by the purchasers/transferees of the flats, units, premises and parking spaces in the said new buildings to be constructed on the said land, make full and true disclosure of the nature of their title to the said land and the said new buildings as well as encumbrances thereon, if any, including any right, title, interest or claim of any person/ party in, to or upon the said land and the said new buildings, and shall as far as practicable, ensure that the said land and the said new buildings are free from all encumbrances and that the Owner and the Promoter have an absolute, clear and marketable title to the said land and the said new buildings so as to enable the Owner and the Promoter to convey to the said co-operative society or body corporate or association of apartment owners, such absolute, clear and marketable title on the execution of the Deed of Conveyance/Transfer of the said land and the said new buildings by the Owner and the Promoter in favour of such co-operative society or body corporate or association of apartment owners.
  
8. a) It is expressly clarified, agreed and understood between the Promoter and the Purchaser/s that time shall be of the essence in respect of the payment of each of the instalments of the consideration and other amounts, deposits and outgoings payable by the Purchaser/s. Without prejudice to the Promoter's other rights and remedies, including its right to cancel and terminate this agreement as specified hereinafter, all overdue payments (including payments towards the consideration amount and towards all deposits, outgoings and monthly contributions) shall attract interest at 24% per annum, or 4% over and above the promoter's highest prevailing rate, whichever is higher, compounded at quarterly rests from the date/s they fall due till the date of payment thereof.



*See* x *See* ↓  
 JBN 9

CU22  
 S-BU

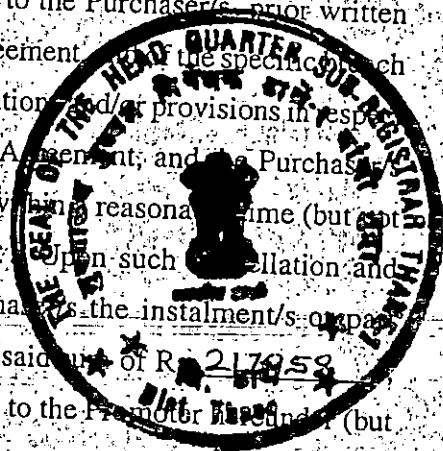
NR

b) It is hereby further expressly clarified, agreed and understood that if for any reason whatsoever, the purchaser/s delay/s or default/s in paying the interest in respect of any principal amount/s whatsoever payable under this Agreement (payment of which amount has been made after the due date/s therefore), then the Purchaser/s shall be liable to pay interest (calculated at the rate and in the manner aforesaid) on the interest in respect of which the Purchaser/s has/have delayed or defaulted in payment.

c) In addition to the Purchaser's /Purchasers' liability to pay interest as mentioned hereinabove the purchaser/s shall also be liable to pay and reimburse to the promoter, all the costs, charges and expenses whatsoever which are borne, paid and/or incurred by the promoter for the purpose of enforcing payment of and recovering from the purchaser/s any amount/s or due/s whatsoever payable by the purchaser/s under this Agreement.

9. Without prejudice to what is stated hereinabove, if the Purchaser/s commit/s default in payment of any of the instalments of the consideration or any other payments to be made under this Agreement on their respective due dates, and/or in observing, performing and complying with any of the terms, conditions, covenants, stipulations and provisions of this Agreement, the Promoter shall be entitled at its sole option to cancel and terminate this Agreement, in which event, from the total consideration paid by the Purchaser/s to the Promoter till such date as per the terms hereof, an amount of Rs. 217958 being 10% (ten percent) of the total consideration amount payable under this Agreement, shall stand forfeited.

Provided always, that the said right of cancellation and termination shall not be exercised by the Promoter unless and until it shall have given to the Purchaser/s prior written notice of its intention to cancel and terminate this Agreement on the specific date of such or breaches of the terms, conditions, covenants, stipulations and/or provisions in respect of which it is intended to cancel and terminate this Agreement; and the Purchaser/s shall have failed to remedy such breach or breaches within a reasonable time (but not more than fifteen days) after receipt of such notice. Upon such cancellation and termination, the Promoter shall refund to the Purchaser/s the instalment/s or part payment/s of the consideration, if any (excluding the said amount of Rs. 217958) which may till then have been paid by the Purchaser/s to the Promoter (but



X  
Ble  
WV  
dy

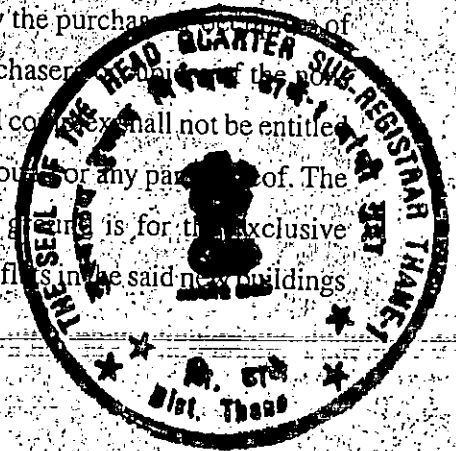
X  
Ble  
WV  
dy

X  
Ble  
WV  
dy  
10

2022  
20-50

without any further amounts by way of interest, compensation, damages or otherwise), after deducting therefrom the interest due or payable under the previous clause. Without prejudice to the Promoter's right as aforesaid, the Promoter shall be entitled to claim the amount of loss/damages suffered by the Owner and the Promoter on resale of the said Flat and the said Parking Space/s and the costs, charges and expenses which may be incurred by the Promoter in that behalf. Upon the cancellation and termination of this Agreement by the Promoter as aforesaid, the Promoter shall be at liberty to sell or otherwise dispose of the said Flat and the said Parking Space/s to any other person/party whomsoever; at such price, in such manner and on such terms and conditions as the Promoter may in its sole and absolute discretion think fit and proper and the Purchaser/s herein shall not be entitled to raise any objection or dispute in this regard.

10. The fixtures, fittings and amenities to be provided by the Promoter in the said Flat and in the said building are those that are set out in Annexure "G" hereto.
11. The Promoter shall be constructing a club house and a swimming pool on the said land, which are intended for the exclusive use and benefit of the purchasers and occupants of all the residential flats in the said new buildings thereon. The Purchaser/s shall abide by such rules and regulations as may from time to time be framed by the Promoter and/or the co-operative society or body corporate or association of apartment owners (as the case may be) for use of the club house and swimming pool. It is expressly clarified and understood that the purchasers and occupants of the non-residential units/premises in the said complex, shall not be entitled to the use and benefit of the club house and swimming pool.
12. It is expressly agreed and understood that the recreation area or ground intended for recreation purposes on the said land, shall only be used by the purchaser/s of the residential flats in the said new buildings, and the purchaser/s of the non-residential units/premises or any other outsider/s in the said complex shall not be entitled to use or be permitted to use the said recreation area or ground or any part thereof. The express intention being that the said recreation area or ground is for the exclusive beneficial use of the purchasers/occupiers of the residential flats in the said new buildings only and no other persons.



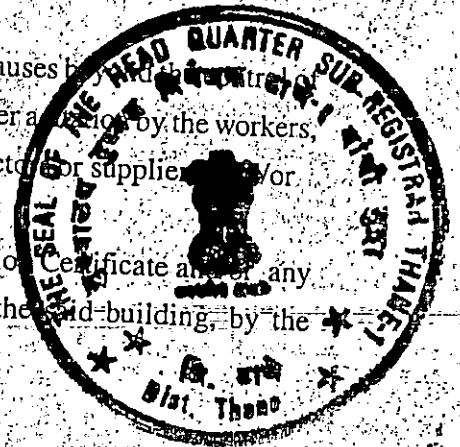
*De*  
*WAV*  
11  
*he*

6022  
99-50

13. The Promoter shall give possession of the said Flat and the said Parking Space/s to the Purchaser/s on or before 5.1.2003. If the Promoter fails or neglects to give possession of the said Flat and the said Parking Space/s to the Purchaser/s on account of reasons beyond the control of the Promoter and its agents as per the provisions of section 8 of the said Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the said Flat and the said Parking Space/s, with simple interest at 9% (nine percent) per annum, from the date/s the Promoter received the amounts till the date the amounts and interest thereon are repaid, provided that by mutual consent it is agreed that any dispute as to whether the stipulations specified in section 8 of the said Act have been satisfied or not, will be referred to the Competent Authority as specified in the said Act, who will act as the Arbitrator. Till the entire amount and interest thereon are refunded by the Promoter to the Purchaser/s, they shall, subject to prior encumbrances if any, be a charge on the said land as well as the construction or building in which the said Flat is situated or was to be situated.

PROVIDED THAT the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Flat and the said Parking Space/s after the aforesaid date, if the completion of the said building in which the said Flat is to be situated is delayed on account of all or any of the following reasons:-

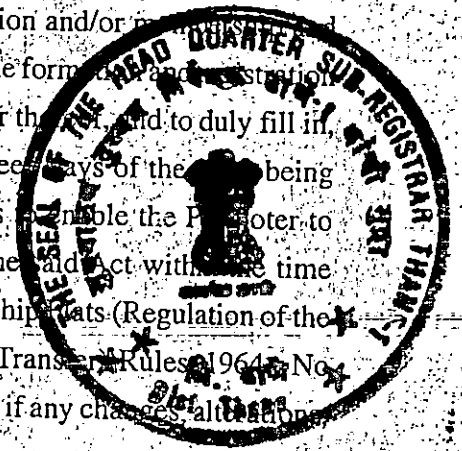
- (a) Non-availability of steel, cement, other building materials, water or electric supply;
- (b) War, civil commotion or act of God;
- (c) Any notice, order, rule, notification or directive of the Government and/or any local or public body or authority or any other competent authority or Court or Tribunal or any quasi-judicial body or authority;
- (d) Force majeure circumstances or conditions, or other causes beyond the control of or unforeseen by the Promoter, including strikes or other actions by the workers, employees or labourers of the Promoter or the contractor or supplier or for
- (e) Delay in issue of the Occupation Certificate, Completion Certificate and/or any other Certificate as may be required in respect of the said building, by the Municipality or any other concerned authority.



*Handwritten signatures and initials:*  
- Top left: *gle*  
- Middle left: *WV*  
- Bottom left: *AP*  
- Bottom center: *12*  
- Bottom right: *h*

*Handwritten numbers in a box:*  
6022  
92-50

14. The Purchaser/s shall take possession of the said Flat and the said Parking Space/s within 7 (seven) days of the Promoter giving written notice to the Purchaser/s intimating that the same are ready for use and occupation, provided that if within a period of 3 (three) years from the date of handing over the said Flat to the Purchaser/s, the Purchaser/s bring/s to the notice of the Promoter, any defect in the said Flat or the said building in which the said Flat is situated, or the materials used therein, or any unauthorised change in the construction of the said building, then wherever possible such defects or unauthorised changes shall be rectified by the Promoter at its own cost, and in case it is not possible to rectify such defects or unauthorised changes, then the Purchaser/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change.
15. The Purchaser/s shall use the said Flat or permit the same to be used only for residential purposes, and shall use the said Parking Space/s or permit the same to be used only for the purpose of keeping and parking the Purchaser's/Purchasers' own vehicle/s.
- 16 (a) The Purchaser/s along with the other purchasers/ transferees of flats, units, premises and parking spaces in the said new buildings (including in "the said additional construction" which is referred to hereinafter), shall join in forming and registering a Co-operative Society under the Maharashtra Co-operative Societies Act, 1960, or a Condominium under the Maharashtra Apartment Ownership Act, 1970, or a Limited Company under the Companies Act, 1956, as the Promoter may decide in its sole, absolute and unfettered discretion (hereinafter referred to as "the said Organisation"), to be known by such name as the Promoter may decide in its sole, absolute and unfettered discretion (which name shall not be changed by the Purchaser/s or the said Organisation without the prior written permission of the Promoter), and for this purpose, from time to time, the Purchaser/s shall sign and execute the application for registration and/or other papers, writings and documents necessary for the formation and registration of the said Organisation, and for becoming a member thereof, and to duly fill in, sign and return the same to the Promoter within fifteen days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the said Organisation under section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964. No dispute or objection shall be raised by the Purchaser/s if any changes in the

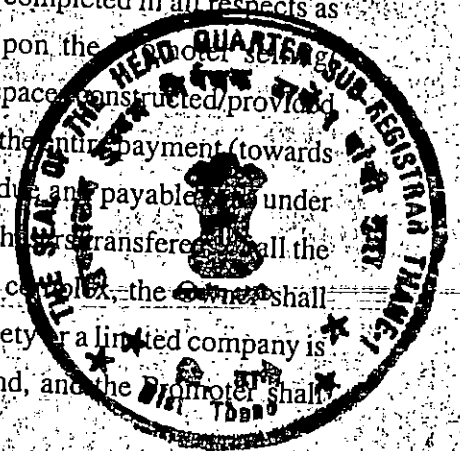


*[Handwritten signatures and initials]*

*[Handwritten numbers and text]*  
 2022  
 93-50

amendments, modifications, additions and/or deletions are made in the draft Bye-Laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or by any other Competent Authority. Provided that if the Owner and the Promoter submit the said land and the said new buildings to the provisions of the Maharashtra Apartment Ownership Act, 1970 (which the Owner and the Promoter shall be at liberty to do), then a Co-operative Society or a Limited Company shall not be formed but a Condominium shall be formed as per the provisions of that Act.

- (b) It is hereby expressly clarified, agreed and understood that the Promoter may if it so desires and deems fit in its sole and unfettered discretion, form and register a separate and independent Organisation of the purchasers/transferees of the units/premises in the said residential-cum-commercial building to be constructed on the said land, and the Purchaser/s shall not raise any objection or dispute in respect of the same, and the Purchaser/s shall be bound to render all assistance and facilities to the Promoter in this regard as may be required by it from time to time, and to do and perform all acts, deeds and things, including sign and execute all necessary writings/documents, in this regard as may be required by the Promoter.
- (c) The said Organisation shall upon being registered or formed, pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Agreement, or such of them as the Promoter may require, and agreeing and undertaking to be bound by the same, and the Purchaser/s shall vote in favour of such resolutions.
- 17 (a) Upon the construction of the said complex (including construction of the said residential-cum-commercial building, and construction of "the said additional construction" which is referred to hereinafter) being completed in all respects as envisaged by the Owner and the Promoter and upon the Promoter transferring all the flats, units, premises and parking spaces constructed/provided in the said complex, and upon the Promoter receiving the entire payment (towards the consideration, deposits, outgoings or otherwise) due and payable under all the Agreements for Sale executed with all the purchasers/transferees of all the flats, units, premises and parking spaces in the said complex, the Owner shall transfer to the said Organisation (if a co-operative society or a limited company is formed), all its right, title and interest in the said land, and the Promoter shall



*[Handwritten signatures and initials]*  
14

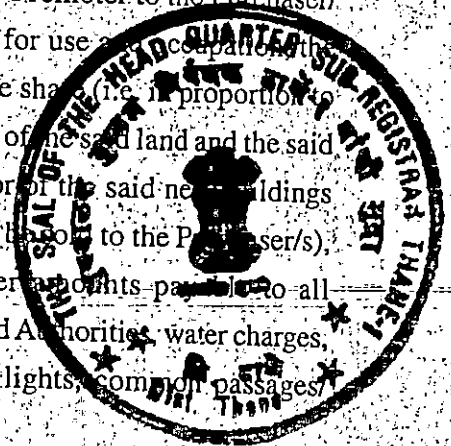
2022  
98-50





acts, deeds and things, including sign and execute all necessary writings/ documents, in this regard as may be required by the Owner and/or the Promoter.

- (d) The Owner and the Promoter have informed the Purchaser/s that since the title documents of the Owner in respect of the land described in the First Schedule hereunder written pertain not only to this land, but also to other lands and properties of the Owner, the Owner shall retain the original title documents of this land with itself, and consequently, upon execution of the aforesaid Deed of Conveyance/ Transfer, the Owner shall therein give the usual covenant in favour of the said Organisation, that it shall, unless prevented by fire or some other inevitable accident, produce or cause to be produced the said original title documents to the said Organisation or to the Purchaser/s herein (whenever he/she/they/it so require/ s), at the costs and expenses of the said Organisation or the Purchaser/s as the case may be, for the purpose of proving his/her/their/its title to this land or any part thereof.
- (e) The Owner and the Promoter have also informed the Purchaser/s that in the event of the Owner and the Promoter submitting the said land and the said new buildings to the provisions of the Maharashtra Apartment Ownership Act, 1970, and consequently, forming a Condominium as per the provisions of that Act, the Owner and the Promoter shall not be required to execute the Deed of Conveyance/Transfer in favour of the said Organisation as mentioned in sub-clause (a) of this clause, but they shall execute the necessary Declaration, and the Deed/s of Apartment in favour of the Purchaser/s as per the provisions of that Act, and in such an event, all the other terms, conditions and provisions herein which apply/relate to such Deed of Conveyance/Transfer, shall also apply/relate to such Declaration and Deed/s of Apartment, to the extent the same are applicable.
18. Commencing a week after notice in writing is given by the Promoter to the Purchaser/s that the said Flat and the said Parking Space/s are ready for use, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Flat) of all the outgoing in respect of the said land and the said new buildings, including repairs to the exterior and interior of the said new buildings (but excluding the interior of the said Flat hereby agreed to be given to the Purchaser/s), the assessments, taxes, cesses, charges, levies and other amounts payable to all Government, Semi-Government, Local and Public Bodies and Authorities, water charges, insurance premia, maintenance and repairs of common lights, common passages,



*See* 16  
*WV*

2022  
2 E-50

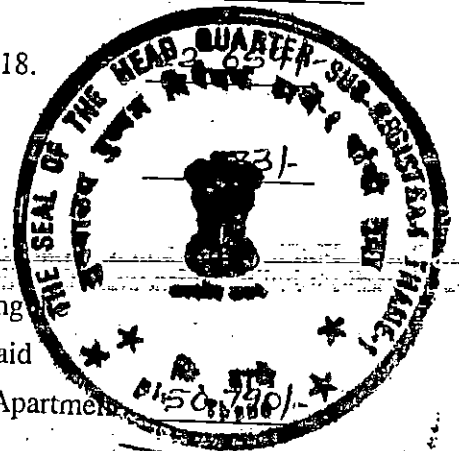
corridors, staircases, lifts, water pumps, sewage treatment plant and all other common areas, amenities and facilities, sanitary and water connections, salaries of clerks, bill collectors, chowkidars and sweepers, and all other costs and expenses necessary and incidental to the management, maintenance, repairs and preservation of the said land and the said new buildings, club house and swimming pool as set out in Annexure "H" hereto. Until the said Organisation is formed and registered and the said land and the said new buildings are transferred to it as aforesaid, the Purchaser/s shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter from time to time, in its sole, absolute and unfettered discretion, and the decision of the Promoter in this regard shall be conclusive, final and binding on the Purchaser/s. The Purchaser/s further agree/s, undertake/s and covenant/s that till the Purchaser's/Purchasers' share is so determined, the Purchaser/s shall pay to the Promoter a provisional contribution of Rs. 1888.25/- (Rupees ONE THOUSAND EIGHT HUNDRED EIGHTY EIGHT AND PAISE TWENTY only) per month towards the outgoings, plus all increases thereto as may be determined by the Promoter from time to time. The Purchaser/s agree/s, undertake/s and covenant/s to pay and discharge such provisional monthly contribution and such proportionate share of the outgoings regularly on the 5th (fifth) day of each and every month in advance and shall not withhold the same for any reason whatsoever.

X  
See  
WSW

19. The Promoter will be entitled to the refund of the Municipal and other taxes, cesses, assessments and levies on account of the vacancy of the unsold flats, units, premises and parking spaces, if the Promoter has paid the same in respect of the flats, units, premises and/or parking spaces which are not sold and disposed of.
20. (a) The Purchaser/s shall on or before delivery of possession of the said premises, keep amounts/ deposits with the Promoter the following :-

Sl. No. Particulars of Deposits/amounts (Rs.)

1. Expenses and outgoings as provided in Clause 18.
2. Payment of land assessment/revenue.
3. Legal costs, charges and expenses for the preparation of all necessary documents, including Deed of Conveyance/Transfer in favour of the said Organisation, or the Declaration and Deed/s of Apartment.



X  
See  
WSW

2022  
90-50

See  
WSW

4. Deposit for stamp duty and registration fees payable in respect of the Deed of Conveyance/Transfer of the said land and the said new buildings in favour of the said Organisation, or in case a Condominium is formed, the stamp duty and registration fees payable in respect of the Declaration and Deed/s of Apartment and other related/incidental instruments and documents. 1000/-

5. Deposit for capitation fees for Fire Protection Fund payable to the Thane Municipal Corporation. 875/-

6. Share money & application/entrance fee for membership of the said Organisation: 260/-

7. Consultant's/Retainer's fees and charges and other costs and expenses payable for finalisation of the rateable value of the property. 1000/-

8. Service charges for formation and registration of the said Organisation. -

9. Security deposit and connection charges for water connection payable to the Thane Municipal Corporation. 1901/-

10. Security deposit for electrical meter payable to MSEB. 3000/-

11. For lifts, water pumps and general lighting. 1100/-

12. For swimming pool and club house. -

13. Amenity Charge 2500/-

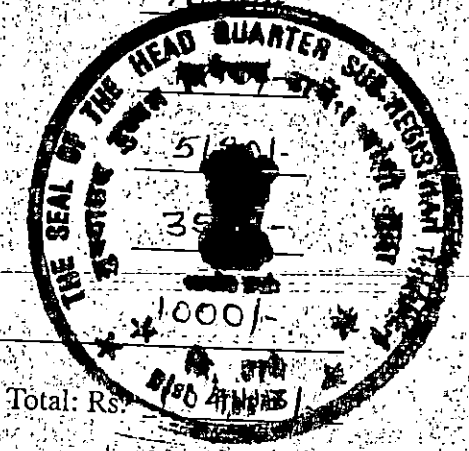
14. Service Line Charges 7600/-

15. Service Connection Charges 5100/-

16. SLC & SCC for common viz. 3500/-

17. Supervision Charges of MSEB 1000/-

18. MSEB METER CHARGES 1000/-



Total: Rs

*X*  
*gle*  
*WN*

*gle*  
*WN*

*X*  
*gle*  
*WN*

*gle*  
*WN*

*X*  
*gle*  
*WN*

*gle*  
*WN*

*X*  
*gle*  
*WN*

*2022*  
*9C-8V*

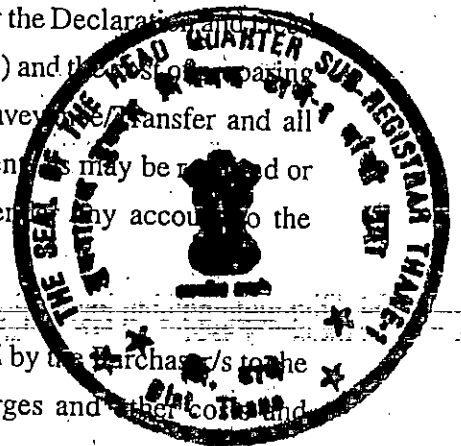
(b) It is hereby expressly clarified, agreed and understood that in the event of there being any increase in the amounts mentioned in sub-clause (a) of this clause, and/or any other amounts/deposits which are not referred to therein become payable for any reason, then the Purchaser/s shall be liable to bear and pay the same within 7 (seven) days from receipt of the Promoter's written intimation in this regard.

(c) The Promoter shall utilise the aforesaid amounts/deposits only for the purposes for which the same are collected. The amounts paid to and deposited with the Promoter by the Purchaser/s under this clause shall not carry any interest, and shall remain with the Promoter until the Deed of Conveyance/Transfer is executed in favour of the said Organisation as aforesaid. Subject to the provisions of section 6 of the said Act, on such Deed of Conveyance/Transfer being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Promoter to the said Organisation. The Promoter shall render the account of such deposits except as mentioned in clause 21 below to the said Organisation only and not individually to the Purchaser/s at any time.

(d) The Promoter shall maintain a separate account in respect of the sums received by the Promoter from the Purchaser/s as deposits, sums received on account of the share capital for the promotion of the said Organisation and towards the outgoings and legal charges.

21 (a) The Promoter shall utilise the sum of Rs. 50,790/- paid by the Purchaser/s to the Promoter, for meeting all legal costs, charges and expenses, including professional costs of the Solicitors and Advocates and other consultants and advisers of the Promoter in connection with the formation and registration of the said Organisation, preparing the rules, regulations and bye-laws of the Society, or the Memorandum and Articles of Association of the Limited Company, or the Declaration of Intention of Apartment for the Condominium (as the case may be) and the Deed of Conveyance and engrossing this Agreement and the Deed of Conveyance/Transfer and all other deeds, documents, papers, writings and instruments which may be required or necessary and the Promoter shall not be liable to render any account to the Purchaser/s.

(b) The Promoter shall utilise the sum of Rs. 1000/- paid by the Purchaser/s to the Promoter, for payment of all consultation fees/charges and other costs and



X  
Sle  
WV  
be  
dy

X  
Sle  
WV  
be  
dy

X  
Sle  
WV  
19  
be  
dy

CV22  
SC-50

expenses payable in connection with the assessment of the said land and the said new buildings for rateable value purposes and its finalisation.

(c) The Promoter shall not be liable to maintain and/or render any account of amenity charges to the Purchaser/s and/or the said organization.

22. The Promoter shall in respect of any amount whatsoever (including outgoings and deposits) liable to be paid by the Purchaser/s to the Promoter under or by virtue of this Agreement, have a first lien and charge on the said Flat and the said Parking Space/s as long as the same shall remain unpaid.

23 (a) The Purchaser/s shall not have any claim, right or interest in respect of any common areas, amenities and facilities whatsoever in the said complex, including the open spaces, lobbies, staircases, lifts, common entrances, common passages/corridors, terraces, recreation areas, swimming pool and club house, save and except the right of common use with the other purchaser/s thereof hereby expressly given to the Purchaser/s in respect thereof; and all such common areas, amenities and facilities shall remain the property of the Promoter until the Deed of Conveyance/ Transfer is executed in favour of the said Organisation as mentioned herein.

(b) The common areas, amenities and facilities in the said complex, including the open spaces, common entrances, common passages/corridors, lobbies, staircases, lifts, terraces, recreation areas, swimming pool and club house, shall be used in a reasonable manner and only for the purposes for which the same are provided, and the same shall be used in accordance with the rules and regulations as may be framed in this regard by the Promoter or the said Organisation.

(c) The Purchaser/s shall not use the common areas, amenities and facilities, or permit the same to be used for any purpose other than the purposes for which the same are intended, and the Purchaser/s shall not commit any nuisance or anything which may cause disturbance or annoyance to the owners/ tenants of the said new buildings.

(d) It is expressly clarified, agreed and understood that the terrace space forming part of and attached to terrace flats in the said new building (if any) intended for and shall be exclusively used and occupied by the respective purchasers of such terrace flats. Purchasers of terrace flats shall not enclose the open terrace

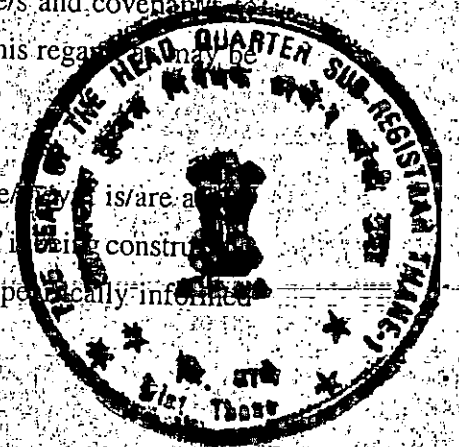


Handwritten signatures and initials, including 'So', 'W', and '20'.

Handwritten numbers '2022' and '20-50'.

spaces without the prior permission in writing of the Promoter and the said Organisation, and also of the concerned government, local and public bodies and authorities, and in case such permissions are granted by the Promoter, the said Organisation and such concerned bodies and authorities, the purchasers of the terrace flats shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof, and such purchasers alone shall be liable and responsible for payment of the fees, charges, assessments, levies, penalties, fines and other amounts whatsoever which may be charged, imposed or levied by such bodies and authorities, and also for the consequences arising from any breach or violation of the terms and conditions which may be imposed/stipulated by such bodies and authorities.

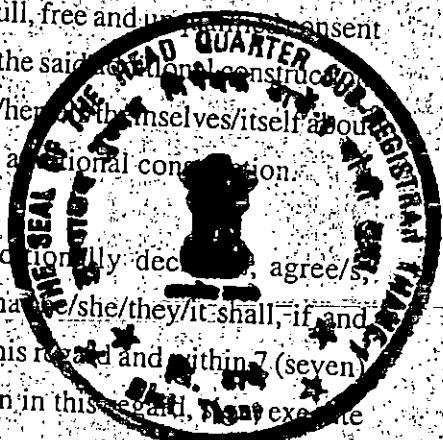
24. The Purchaser/s hereby declare/s and confirm/s that the Promoter has prior to the execution hereof, specifically informed him/her/them/it that the Promoter intends constructing the said residential-cum-commercial building on the North-East portion of the said land, by utilising the balance unutilised FSI of the said land (if any) and FSI in the form of Transferable Development Rights (TDR) originating from certain portions of the said land which are under reservation, and which are to be handed over to the Municipality and/or other concerned Government/Local Authorities, and TDR originating from certain portions of the said land which are falling under Chemical Zone, if and when the Municipality and/or other concerned Government/Local Authorities permit/sanction utilisation of such TDR for effecting the construction of the said residential-cum-commercial building.
25. The Purchaser/s hereby irrevocably and unconditionally agree/s and give/s his/her/their/its specific, full, free and unqualified consent and permission to the Promoter for carrying out alterations, amendments, variations, modifications and/or additions in respect of the plans, designs and specifications of the said new buildings and to put up additional construction thereon. The Purchaser/s hereby agree/s, undertake/s and covenant to give and extend all assistance and facilities to the Promoter in this regard as may be required by the Promoter in this regard from time to time.
26. (a) The Purchaser/s hereby declare/s and confirm/s that he/she/they is/are aware that in the said complex, a building to be known as "Daffodil" is being constructed and that the Promoter has prior to the execution hereof specifically informed him/her/them/it that:-



*Be* X *h*  
21 *lee*

CU22  
29-50

- (i) The plans as presently approved and sanctioned by the Municipality in respect of the said building "Daffodil" are for stilt and nine upper floors, and that these plans have been examined and inspected by the Purchaser/s, who hereby acknowledge/s and confirm/s the same; and
- (ii) The Promoter intends constructing a minimum of five additional floors (hereinafter referred to as "the said additional construction") on the said building "Daffodil", by utilising the balance unutilised FSI of the said land, and FSI in the form of Transferable Development Rights (TDR) originating from certain portions of the said land which are under reservation; and which are to be handed over to the Municipality and/or other concerned Government/Local Authorities; and TDR originating from certain portions of the said land which are falling under Chemical Zone; if and when the Municipality and/or other concerned Government/Local Authorities permit/sanction utilisation of such TDR for effecting the said additional construction, and therefore, the said building "Daffodil" will finally consist of stilt and fourteen upper floors or more if and when the same are sanctioned hereafter.
- (b) The Purchaser/s hereby declare/s and confirm/s that he/she/they/it has/have fully understood and satisfied himself/herself/themselves/itself about the exact and precise scope and nature of the said additional construction.
- (c) The Promoter has specifically requested for and sought the specific consent and permission of the Purchaser/s to carry out and implement the said additional construction.
- (d) Pursuant to the Promoter's aforesaid request, the Purchaser/s has/have given and granted to the Promoter, his/her/their/its specific, full, free and unreserved consent and permission for carrying out and implementing the said additional construction after having fully understood and satisfied himself/herself/themselves/itself about the exact and precise scope and nature of the said additional construction.
- (e) The Purchaser/s hereby irrevocably and unconditionally declare, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by the Promoter hereafter in this regard and within 7 (seven) days of receiving the Promoter's written intimation in this regard, execute the



Handwritten signatures and initials: "He", "JN", "22", "ha", "h".

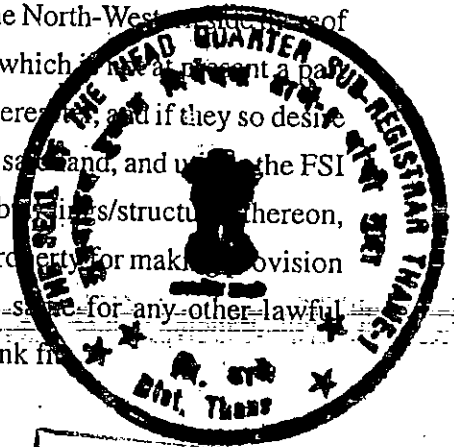
Handwritten numbers: "6022" and "22-56".

and give to the Promoter and in such form as may be desired by the Promoter, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for carrying out and implementing the said additional construction. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Purchaser/s shall be of the essence of the contract, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Purchaser/s herein, the Promoter has entered into this Agreement.

(f). The purchasers/transferees of flats, premises and units in the said additional construction shall be made members of the said Organisation, without being required to pay any additional/extra amount whatsoever for the same, and neither the said Organisation nor the Purchaser/s herein shall raise any objection or dispute to the same.

27. The Purchaser/s hereby declare/s and confirm/s that the Promoter has prior to the execution hereof, specifically informed him/her/them/it that there may be some variations in the location of the said Parking Space/s which is/are agreed to be sold by the Promoter to the Purchaser/s hereunder, and the Purchaser/s has/have given and granted to the Promoter, his/her/their/its specific, full, free and unqualified consent and permission for carrying out and implementing the aforesaid variations, and he/she/they/it shall not raise any objection or dispute in respect of the same, and that he/she/they/it shall accept the said Parking Space/s as may be relocated by the Promoter, and strict compliance of this condition on the part of the Purchaser/s shall be of the essence.

28 (a) The Purchaser/s hereby declare/s and confirm/s that the Promoter has prior to the execution hereof, specifically informed him/her/them/it that there is a piece of land bearing Survey No. 172(2)(P) admeasuring approximately 850 square metres, which is situated adjacent to the said land and is on the North-West (hereinafter referred to as "the said property"), and which is adjacent to a part of the said land. The Owner and the Promoter may hereinafter, and if they so desire, and deem fit, amalgamate the said property with the said land, and use the FSI of the said property for the purpose of constructing buildings/structures thereon, or the Owner and the Promoter may utilise the said property for making provision of parking spaces thereon, or they may utilise the same for any other lawful purpose, as they may in their absolute discretion think fit.



*AP*  
*20*  
*JUN 23*  
*2022*

2022  
22-54



(b) If the Owner and the Promoter decide to construct buildings/structures on the said property and/or make provision for parking spaces thereon, the purchasers/transferees of the flats, premises, units and parking spaces therein/thereon, shall be made members of the said Organisation without being required to pay any additional/extra amount whatsoever for the same, and neither the said Organisation nor the Purchaser/s herein shall raise any objection or dispute to the same. Further, in such an event, the said property together with the buildings/structures thereon, shall also be included along with the said land, in the Deed of Conveyance/Transfer to be executed by the Owner and the Promoter in favour of the said Organisation.

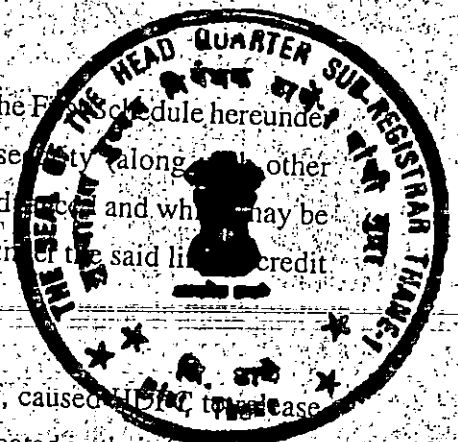
29. The Purchaser/s shall not be permitted at any time hereafter, to construct/erect any brick or masonry wall/partition in the said Flat, or to make any other structural additions/alterations of a permanent nature therein, and therefore, the Purchaser/s hereby agree/s, undertake/s, covenant/s and confirm/s that he/she/they/it shall not do or permit/suffer to be done the same at any time hereafter. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Purchaser/s shall be of the essence of the contract.

30 (a) The Purchaser/s hereby declare/s and confirm/s that the Promoter has prior to the execution hereof, specifically informed the Purchaser/s that:-

(i) The Promoter has an arrangement with Housing Development Finance Corporation Limited (HDFC), under which HDFC has granted a line of credit to the Promoter to facilitate development of projects undertaken and carried on by it, and as security for repayment of loans which may be advanced to the Promoter by HDFC, the Promoter creates or causes to be created mortgages/charges on the lands and construction thereon in favour of HDFC, and the securities created in favour of HDFC are substituted from time to time.

(ii) The title deeds relating to the land described in the First Schedule hereunder written have been deposited with HDFC as security (along with other securities) for repayment of the loans already advanced and which may be advanced hereafter by HDFC to the Promoter under the said line of credit arrangement; and

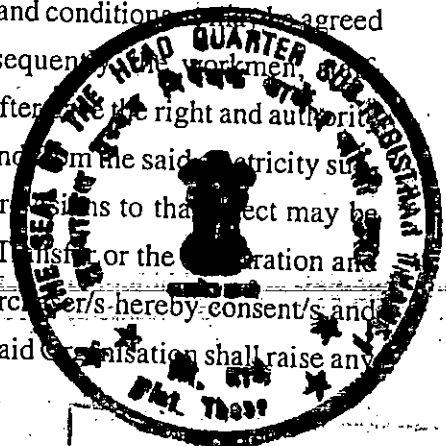
(iii) The Promoter has prior to the execution hereof, caused HDFC to release the said premises from the aforesaid security created in their favour.



Handwritten signatures and initials: 'Sle' with a cross, '24', and 'lee' with a flourish.

Handwritten box containing the number '2022' and '25-54'.

- (b) The Promoter specifically reserves its right to offer the said land along with the construction thereon or any part thereof (save and except the said premises), as security (including by way of a mortgage or charge) to any other credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Promoter, and the Purchaser/s has/have given and granted his/her/ their/its specific and unqualified consent and permission to the Promoter for doing the same.
- (c) The Purchaser/s hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by the Promoter hereafter in this regard, and within 7 (seven) days of receiving the Promoter's written intimation in this regard, sign, execute and give to the Promoter, and in such form as may be desired by the Promoter, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for the Promoter offering and giving the said land and/or the said new buildings and/or the other buildings and structures proposed to be constructed on the said land by the Promoter or any part thereof (save and except the said premises), as security in the manner mentioned in sub-clause (b) hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Purchaser/s shall be of the essence of the contract, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Purchaser/s herein, the Promoter has entered into this Agreement.
31. The Purchaser/s hereby declare/s and confirm/s that the Promoter has prior to the execution hereof, specifically informed the Purchaser/s that the Promoter is erecting/providing an electricity sub-station on the North-Western portion of the said land, and that the same may be handed over to the Maharashtra State Electricity Board (MSEB) upon it being erected and commissioned, on such terms and conditions as may be agreed between the Owner, the Promoter and MSEB. Consequently, the workmen, employees and agents of MSEB shall at all times thereafter have the right and authority to enter upon the said land for the purpose of access to and from the said electricity sub-station, and that the necessary terms, conditions and provisions to that effect may be incorporated and recorded in the Deed of Conveyance/Transfer or the Deed of Partition and Deed/s of Apartment (as the case may be), and the Purchaser/s hereby consent/s and agree/s to the same, and neither the Purchaser/s nor the said Organisation shall raise any dispute or objection to the same.

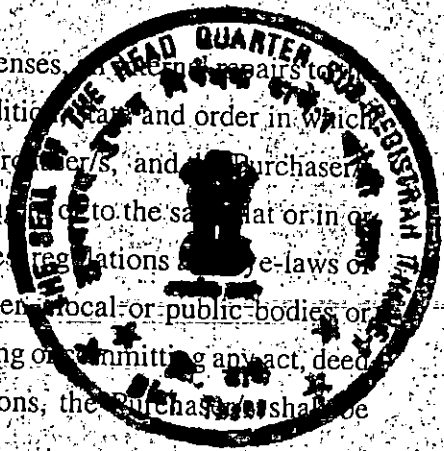


See X  
 25  
 [Handwritten signature]

2022  
 28-50

32. The Purchaser/s with the intention to bind all persons into whosoever's hands the said Flat and the said Parking Space/s may come, doth/do hereby agree/s, undertake/s and covenant/s with the Promoter as follows:-

- (a) To maintain the said Flat at the Purchaser's/ Purchasers' own costs and expenses in good and tenantable repair and condition from the date possession of the said Flat is taken, and shall not do or suffer or permit to be done anything in or to the said building in which the said Flat is situated, or to the staircases, landings, lobbies, passages, lifts or other common areas, amenities and facilities therein or pertaining thereto, which may be against the rules, regulations or bye-laws of the said Organisation or the concerned government, local or public bodies or authorities, or change/alter or make any addition in or to the said Flat or to any part of the said building in which the said Flat is situated; and
- (b) Not to store in the said Flat any goods, objects or materials which are of hazardous, combustible or dangerous nature, or are so heavy as to damage the construction or structure of the said building in which the said Flat is situated, or the storing of which goods, objects or materials is objected to or prohibited by the said Organisation or the concerned government, local or public bodies or authorities, and shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or is likely to damage the lifts or the entrances, staircases, common passages or any other structure or part of the said building in which the said Flat is situated; and in case any damage is caused to the said building or any part thereof or to the said Flat on account of any negligence or default of the Purchaser/s or his/her/their/its servants, agents, contractors, workmen, employees, visitors or guests, the Purchaser/s alone shall be liable and responsible for all the consequences of the same, and the Purchaser/s shall be liable and responsible to pay the damages for the loss suffered; and
- (c) To carry out at his/her/their/its own costs and expenses, repairs to the said Flat and maintain the same in the same condition, state and order in which the same was delivered by the Promoter to the Purchaser/s, and the Purchaser/s shall not do or suffer or permit to be done anything in or to the said Flat or in or to the said building, which may be against the rules, regulations or bye-laws of the said Organisation or the concerned government, local or public bodies or authorities, and in the event of the Purchaser/s doing or committing any act, deed or thing in contravention of the above provisions, the Purchaser/s shall be



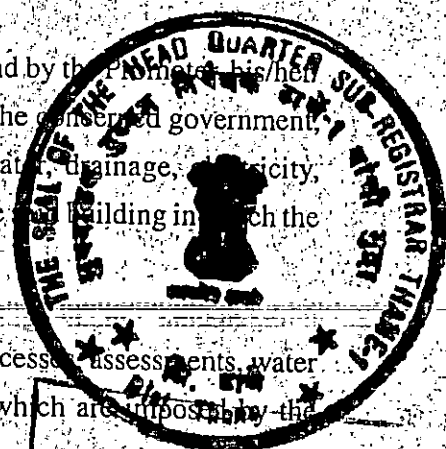
File  
26  
See

6622  
20-50

AP

responsible and liable for the consequences thereof to the said Organisation and/or the concerned government, local or public bodies or authorities; and

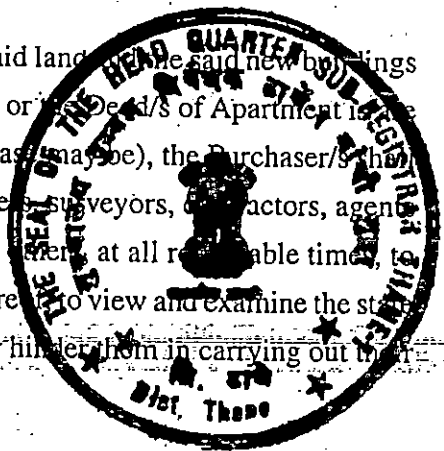
- (d) Not to demolish or cause or permit to be demolished the said Flat or any part thereof, nor at any time make or cause or permit to be made any additions or alterations of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation or outside colour scheme of the said building in which the said Flat is situated, and the Purchaser/s shall keep the portion, sewers, drains and pipes in the said Flat and appurtenances thereto in good and tenantable repair, order and condition, and in particular, so as to support, shelter and protect the other parts of the said building in which the said Flat is situated, and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs or RCC parts or other structural members in the said Flat, without the prior written permission of the Promoter and the said Organisation, and wherever necessary, without the prior written permission of the concerned government, local and public bodies and authorities; and
- (e) Not to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the said land and/or the said new buildings or any part thereof, or whereby or by reason whereof any increased premium shall become payable in respect of the insurance, and the Purchaser/s shall reimburse the additional premium which may be charged or become payable or which may be claimed by the insurance company; and
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the said building in which the said Flat is situated; and
- (g) To pay to the Promoter within 7 (seven) days of demand by the Promoter, his/hers/their/its share of the security deposit/s demanded by the concerned government, local or public bodies or authorities, for giving water, drainage, electricity, telephone or any other service/utility connection to the building in which the said Flat is situated; and
- (h) To bear and pay all increases in the rents, rates, taxes, cesses, assessments, water charges, insurance premia and other levies, if any, which are imposed by the



*See*  
*W/W* 27 *h*

concerned government, local or public bodies or authorities on the said land and/or the said new buildings and structures thereon; and

- (i) Not to transfer, assign or part with the said premises and/or the Purchaser's/ Purchasers' right, interest or benefit under this Agreement, or part with the possession of the said premises, until all the amounts, dues and charges payable by the Purchaser/s to the Promoter under this Agreement are fully paid, and only if the Purchaser/s has/have not been guilty of any breach or violation of, or non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations or provisions of this Agreement, and until the Purchaser/s has/have intimated the same in writing to the Promoter and obtained the Promoter's prior written consent and permission to the same; and
- (j) To observe, perform and comply with all the rules, regulations and bye-laws which the said Organisation may adopt or frame at its inception and the additions, alterations or amendments thereto that may be made from time to time, including those for protection and maintenance of the said new buildings and structures in the said complex and the flats and other premises therein, and for the observance, performance and compliance of the Building Rules, Regulations and Bye-laws for the time being of the concerned government, local and public bodies and authorities. The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the said Organisation regarding the occupation and use of the said Flat and the said Parking Space/s, and regarding the use of all common areas, amenities and facilities in the said complex, and the Purchaser/s shall pay and contribute regularly and punctually towards all the rents, rates, taxes, cesses, assessments, levies, expenses and all other outgoings in accordance with the terms and conditions of this Agreement; and
- (k) Till the Deed of Conveyance/Transfer of the said land and the said new buildings is executed in favour of the said Organisation, or the Deed/s of Apartment is executed in favour of the Purchaser/s (as the case may be), the Purchaser/s shall permit the Promoter and its architects, engineers, surveyors, contractors, agents and employees, with or without workmen and labourers, at all reasonable times, to enter into and upon the said Flat or any part thereof to view and examine the structure and condition thereof and shall not obstruct or hinder them in carrying out their duties; and



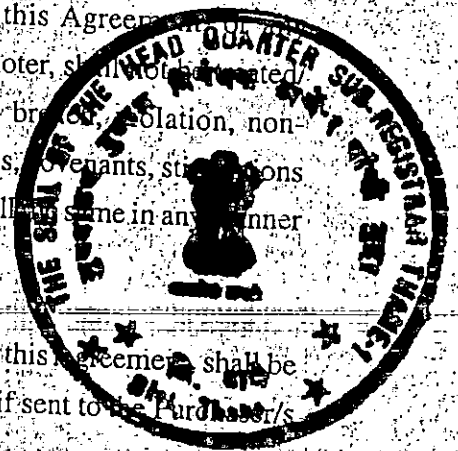
See X  
28

2022  
26-84

- (1) To give and render all assistance and facilities to the Promoter as may be required by the Promoter from time to time, including to sign and execute all necessary writings/documents, so as to enable the Promoter to carry out and complete the development of the said land in the manner that may be desired and deemed fit by the Promoter in its sole and unfettered discretion.

It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this clause shall be of the essence of this Agreement.

33. The said complex shall always be known as "GlenDale", and neither the Purchaser/s herein nor the said Organisation, shall alter/change this name in any manner, without the prior written consent and permission of the Promoter.
34. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or the said Parking Space/s or of the said land or the said new buildings or any part thereof in favour of the Purchaser/s. The Purchaser/s shall have no claim save and except in respect of the said premises hereby agreed to be sold to him/her/them/ it, and all common areas, amenities and facilities, including all open spaces, lobbies, staircases, lifts, terraces, passages, recreation spaces, swimming pool and club house, will remain the property of the Promoter until the said land and the said new buildings are conveyed and transferred to the said Organisation as hereinabove mentioned. After execution of the Deed of Conveyance/Transfer, the said Organisation shall hold the said land and the said new buildings and all the common areas, amenities and facilities pertaining thereto, subject to the rights of the Promoter under this Agreement.
35. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms, conditions, covenants stipulations and/or provisions of this Agreement, or forbearance or giving of time to the Purchaser/s by the Promoter, shall not be treated or construed as a waiver on the part of the Promoter of any breach, violation, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement by the Purchaser/s, nor shall the same in any manner prejudice the rights of the Promoter.
36. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly, effectively and sufficiently served if sent to the Purchaser/s



See  
29

See

6622  
25-54

MP

by Registered Post A.D., Under Certificate of Posting or hand delivery, at his/her/their/  
its address specified below:-

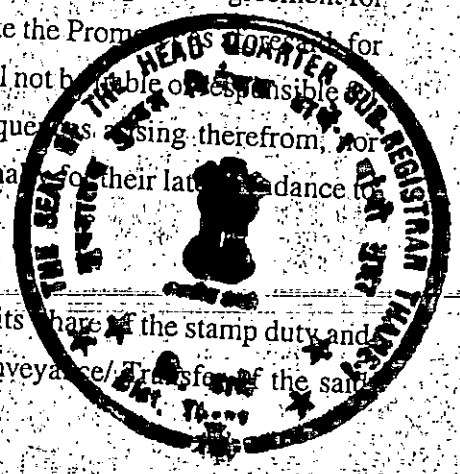
A-5, 704, SAKET

THANE (W) 400601

x  
Sle  
11/11/11  
Len  
of

37. Notwithstanding anything herein contained, the Owner and the Promoter reserve their right to submit or cause to be submitted the said land and the said new buildings and structures to be constructed thereon, to the provisions of the Maharashtra Apartment Ownership Act, 1970, instead of forming a Co-operative Society or a Limited Company, and in that case this Agreement shall be construed and interpreted as if instead of the expression "a Co-operative Society" or "a Limited Company", wherever appearing in this Agreement, the expression "Association of Apartment Owners" or "Condominium" shall have been used, and this Agreement shall be read, construed and interpreted accordingly with appropriate changes.

38. The Purchaser/s alone shall pay the entire stamp duty and registration charges payable on this Agreement. The Purchaser/s shall immediately after the execution of this Agreement (and within the time prescribed in this regard under the Registration Act, 1908) and at his/her/their/its own costs and expenses, present and lodge the original of this Agreement for registration with the Sub-Registrar of Assurances at Mumbai or Thane, and admit execution of the same, and within 7 (seven) days thereafter inform the Promoter in writing of the serial number under which and the date on which this Agreement is so lodged, and thereupon the Owner and the Promoter will attend the concerned Sub-Registrar's Office and admit execution thereof. It is expressly clarified and agreed that the written intimation to be given by the Purchaser/s to the Promoter under this clause, shall be given not less than 15 (fifteen) working days prior to the expiry of the time limit prescribed for registration of documents under the Registration Act, 1908. If the Purchaser/s fail/s or neglect/s to present and lodge this Agreement for registration and admit execution of the same, or intimate the Promoter for any reason whatsoever, the Owner and the Promoter will not be liable or responsible for the non-registration of this Agreement and the consequences arising therefrom, nor shall the Owner or the Promoter be liable to pay any penalty for their late attendance to complete the registration formalities.



39. The Purchaser/s shall pay to the Promoter his/her/ their/its share of the stamp duty and registration fees payable in respect of the Deed of Conveyance/Transfer of the said

x  
Sle  
11/11/11  
Len  
of

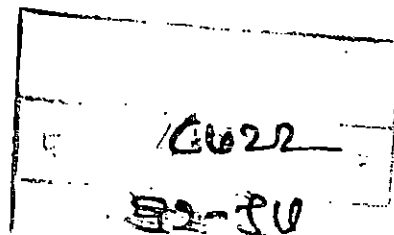
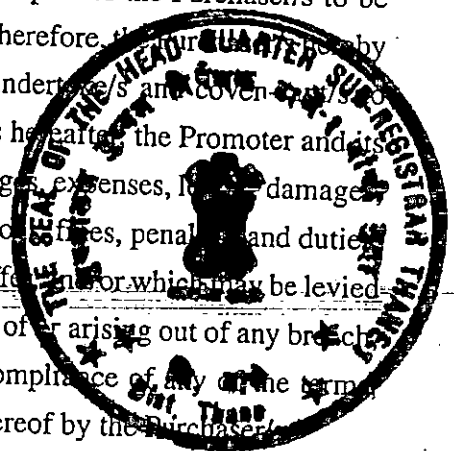
Len  
of

2622  
30-50

land and the said new buildings and structures constructed thereon and all other related/ incidental deeds, documents, instruments and writings, to be executed by the Owner and the Promoter in favour of the said Organisation. If the said land and the said new buildings and structures are submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970, then the Purchaser/s shall bear and pay the stamp duty and registration fees payable in respect of the Declaration, and the Deed/s of Apartment of the said Flat and the said Parking Space/s to be executed in his/her/their/its favour. It is expressly clarified, agreed and understood that if the amount of Rs. 1000/- deposited by the Purchaser/s under clause 20(a) hereof towards payment of the stamp duty and registration fees payable in respect of the Deed of Conveyance/Transfer or the Declaration and Deed/s of Apartment, is found to be insufficient for this purpose for any reason, the Purchaser/s shall within 7 (seven) days from receiving the written intimation in this regard from the Promoter or the said Organisation, pay the balance amount payable towards such stamp duty and registration fees to the Promoter or the said Organisation (as the case may be).

40. The Purchaser/s hereby expressly admit/s, acknowledge/s and confirm/s that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained/given in any advertisement or brochure, by the Promoter and/or its agents to the Purchaser/s and/or his/her/ their/its agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement either expressly, impliedly or by law, shall be deemed to form part of this Agreement or to have induced the Purchaser/s to enter into this Agreement.

41. The Purchaser/s is/are aware and understand that the Promoter has entered into this transaction and has agreed to sell the said premises to the Purchaser/s, relying solely on the Purchaser/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms, conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on the part of the Purchaser/s to be observed, performed, fulfilled and complied with, and therefore, the Purchaser/s by jointly and severally (as the case may be) agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter the Promoter and its successors and assigns, from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecution, fines, penalties and duties which they or any of them may have to bear, incur or suffer in or for which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser/s.





42. All disputes or differences whatsoever (subject to the provisions of clause 13 herein) which shall at any time hereafter (whether during the continuance of this Agreement or upon or after its discharge or determination) arise between the parties hereto or their respective heirs, legal representatives, successors-in-title, transferees and assigns (as the case may be), touching or concerning this Agreement or its construction or effect, or as to the rights, duties, obligations, responsibilities or liabilities of the parties hereto or any of them, under or by virtue of this Agreement or otherwise, or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement, shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to one arbitrator if the parties concur in the appointment of a single arbitrator, failing which each party shall appoint one arbitrator. In the event of there being an even number of arbitrators, the arbitrators shall before entering upon the reference, in turn appoint a presiding arbitrator. The award of the arbitrators shall be final and binding on the parties to the reference. The arbitration proceedings shall be held in Mumbai only.
43. The Promoter hereby agrees and the Purchaser/s confirm/s that the Promoter shall indemnify and keep indemnified the Owner from and against all claims, suits, actions and demands which the Owner may suffer or incur as a result of the Owner joining in and signing this Agreement, and the Purchaser/s shall not look to the Owner for performing any of the terms and conditions or obligations herein contained (save and except as provided herein), such responsibility being solely of the Promoter.
44. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, and the Rules made thereunder.

IN WITNESS WHEREOF the parties hereto have executed this Agreement (in triplicate) the day and year first hereinabove written.



See  
 JW  
 32  
 X  
 dh  
 les

6022  
 32-54

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

(Description of the land belonging to the Owner)

All those pieces and parcels of land or ground bearing Survey Numbers 173/2,4,5,6, 174/2, 176/2,3 and 342(Part), admeasuring about 27,767 sq. metres, situate at Gladys Alvarez Road, Village Majiwade, Taluka and District Thane, in the Registration Sub-District and District of Thane, in the State of Maharashtra, and bounded as follows:-

- On or towards the North : by land bearing Survey Nos. 166/2, 173/1 and 174/3,4;  
On or towards the South : by land bearing Survey Nos. 174 and 176/4,5;  
On or towards the East : by the existing road known as Gladys Alvarez Road bearing Survey No. 342(Part); and  
On or towards the West : by land bearing Survey No. 176/1.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

(Description of the additional land in the physical possession of the Owner)

All those pieces and parcels of land or ground bearing Survey Numbers 172(Part), 173/1(Part), 173/3(Part), 174 (Part), 174/1(Part), 176/1(Part), 176/4(Part) and 176/5(Part), admeasuring in the aggregate about 2051.79 square metres, situate at Village Majiwade, Taluka and District Thane, in the Registration Sub-District and District of Thane, in the State of Maharashtra.



*See X*  
*18/1*

*HP*

*2622*  
*33-54*

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

(Description of the common areas, amenities and facilities)

1. Common lobbies and passages.
2. Lifts and lift shafts.
3. Staircases and landings.
4. Electrical service shafts.
5. Electrical meter rooms on the stilt level of the buildings.
6. Terrace floors with lift machine rooms and overhead water tanks.
7. Underground water tanks with pump rooms.
8. Open spaces and garden.
9. Swimming pool.
10. Club house.
11. Sewage treatment plant.
12. Internal roads/pathways.

X  
Ble  
W  
h



622  
38-50

SIGNED AND DELIVERED for and on behalf of )  
the withinnamed Owner, Gleitlager (India) Limited, )  
by its Authorised Representative/Constituted )  
Attorney,

Mr./Ms: A. RAMANATH

*A. Ramanath*

in the presence of \_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

SIGNED AND DELIVERED for and on behalf of )  
the withinnamed Promoter, Tata Housing )  
Development Company Limited, by its Authorised )  
Representative, Mr./Ms. J. THOMAS )

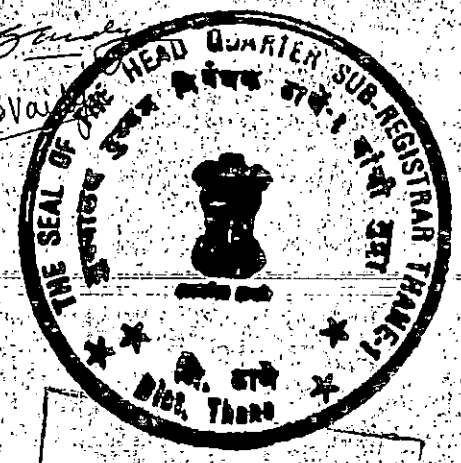
*J. Thomas*

in the presence of \_\_\_\_\_ )  
\_\_\_\_\_ )

SIGNED AND DELIVERED by the withinnamed )  
Purchaser/s, Mr./Ms: SATYAJEET )  
DWARKANATH VAHDYA & MRS. MINAL )  
S. VAHDYA )

*Satyajeet*  
*Dwarkanath Vahdya*

in the presence of \_\_\_\_\_ )  
\_\_\_\_\_ )



OR

6022  
38-90

THE COMMON SEAL of the withinnamed )  
 Purchaser/s, \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 is hereto affixed pursuant to the Resolution dated )  
 \_\_\_\_\_ passed by its Board of Directors, in )  
 the presence of Mr./Ms. \_\_\_\_\_ )  
 \_\_\_\_\_ and )  
 Mr./Ms. \_\_\_\_\_, being )  
 the Directors of the Company, and )  
 Mr./Ms. \_\_\_\_\_ )  
 being the Secretary of the Company, who have )  
 executed this Agreement in the presence of \_\_\_\_\_ )  
 \_\_\_\_\_ )

OR

SIGNED AND DELIVERED for and on behalf )  
 of the withinnamed Purchaser/s, \_\_\_\_\_ )  
 \_\_\_\_\_, by its )  
 Authorised Partners, \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 in the presence of \_\_\_\_\_ )  
 \_\_\_\_\_ )

OR

SIGNED AND DELIVERED for and on behalf of )  
 the withinnamed Purchaser/s, \_\_\_\_\_ )  
 \_\_\_\_\_, by its )  
 Authorised Trustees, \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 in the presence of \_\_\_\_\_ )  
 \_\_\_\_\_ )



*See*  
*SW*  
 6622  
 36-90

PARTICULARS OF THE PURCHASER/S

NAMES OF THE DIRECTORS/PARTNERS/TRUSTEES

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

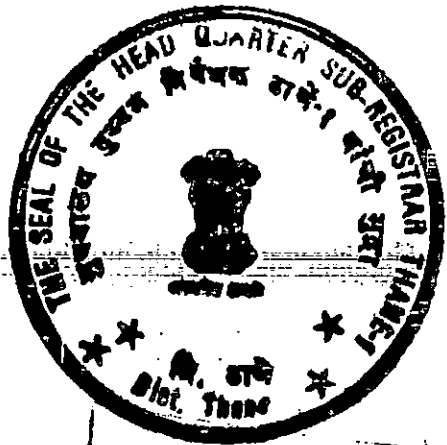
\_\_\_\_\_

AR

x  
So

WV

les



2022  
30-50

TOWER, PRIMROSE

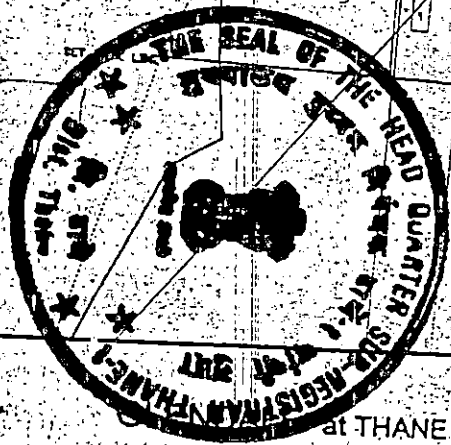
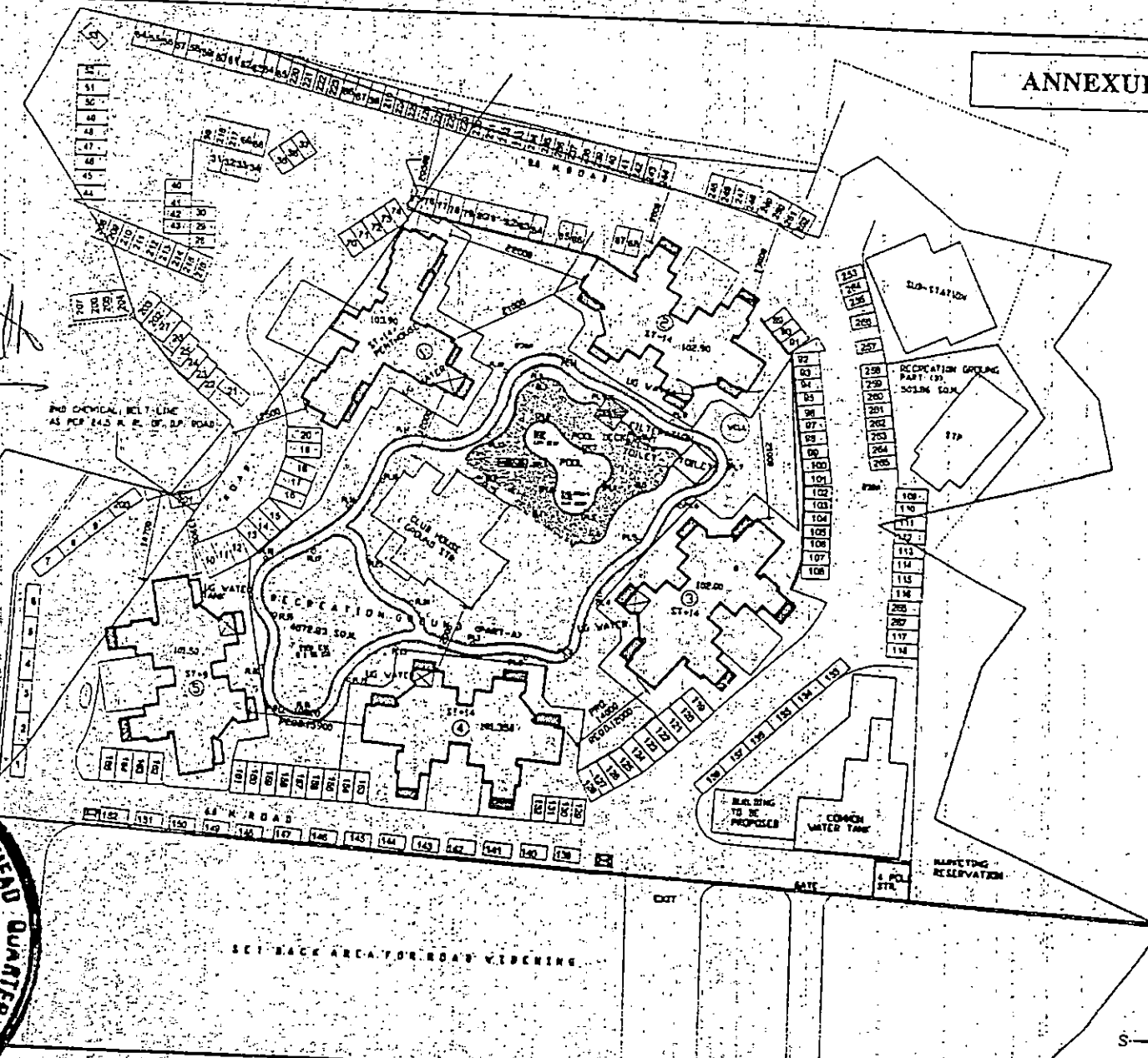
*Chitra*

*Abhaidya*

*Chitra*

*Chitra*

ANNEXURE A



3056  
6622-01

at THANE

PROJECT:	RESIDENTIAL BLDG. FOR TATA HSG. DEV. CO. LTD. AT THANE	DRAWN BY:	CHITRA	PROJECT NO.:	2415
TITLE:	SITE PLAN	SCALE:	MTS. 1:1000	DRG. NO.:	WS7-R3
PHEROZE KUDIANAVALA TECHNICAL SERVICES PVT. LTD.			DATE:	31-10-97	



## ANNEXURE B

CRAWFORD BAYLEY & CO.  
(Registered)

C. H. PARDIWALA  
S. Y. REGE  
R. A. SHAH  
A. R. WADIA  
D. B. ENGINEER  
H. C. ASHER  
C. M. MANIAR  
S. N. TALWAR  
D. C. SHROFF

SOLICITORS & ADVOCATES

NOTARIES

*State Bank Buildings  
N. G. N. Taidya Marg  
Mumbai-400 023.*

CHP/ZHT 05923 12th August 88 19

Tata Housing Development Company Limited  
39 Ch Shivaji Maharaj Marg  
Apollo Bunder, Colaba  
MUMBAI.

Dear Sirs,

Property bearing Survey Nos. 173/2, 4, 5, 6, 174/2, 176/2, 3 and 342(Part) stated to admeasure 33212 square yards equivalent to 27767 square metres or thereabouts situate at Gladys Alvarez Road Village Majiwade Thane belonging to Gleitlager (India) Limited.

Under your instructions, we have investigated the title of Gleitlager (India) Limited (formerly known as Gleitlager (India) Private Limited) ("the Company") to the above property (described in the Schedule hereto) and have caused searches to be taken through a professional Searcher at the offices of the Sub-Registrars at Mumbai and Thane and at the Office of Majiwade Village at Thane (West).

The property belonging to the Company consists (inter alia) of non-agricultural (formerly agricultural lands) bearing Survey Nos. 173/2, 4, 5, 6, 174/2, 176/2, 3 and 342(Part) situate at Gladys Alvarez Road Village Majiwade Thane.



TELEPHONE : 2663713, 2660699, 2660277, 2660910, 2660485, 2665443 CABLE : "LEX BOMBAY"  
TELEX : CBAC IN 118 4598 FAX : 22-2660355, 22-2660986

6622  
38-90

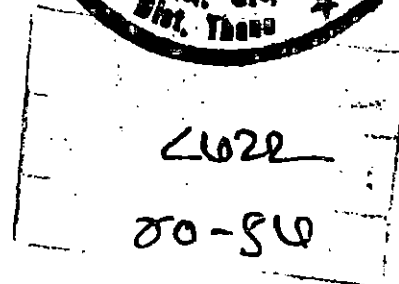
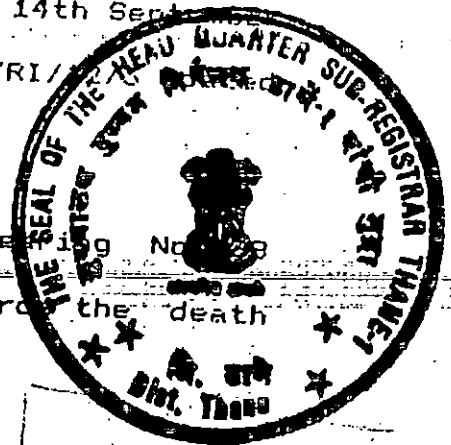


174/2, 176/2, 3 and 342(Part) stated to admeasure 27,767 square metres or thereabouts in the aggregate ("the said lands") with structures thereon being a portion of larger property situate at Village Majiwade in the Registration Sub-District and District Thane, in the State of Maharashtra.

3. From the Searcher's notes of searches of the land revenue records between the years 1956 and 1964 (English translations of which have been included among the search notes), the facts about the devolution of title to the said lands appear to be as follows:-

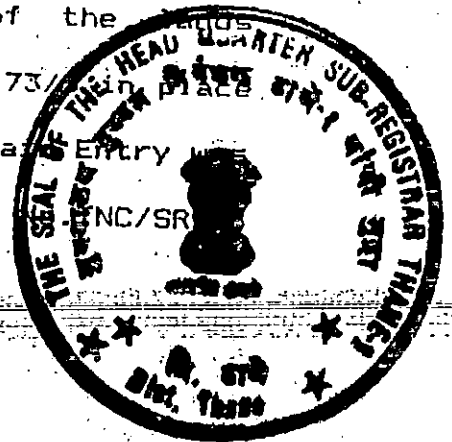
(1) By Mutation Entry No.654 dated 14th September 1956 it has been recorded that according to the Order of City Civil Court (Order No.482 of 1955) the names of Fatmabai Valli Mohamad and Aishabai Usman Memon were inserted as the "Kabjedars" of lands bearing Survey Nos.173/4, 173/6 and 176/2 and the name Sheikh Abdul Sheikh Ibrahim Patil was deleted from the revenue records as on 14th Sept. 1956 vide Taluka Order No.RTS/RI/13th September 1956.

(ii) A subsequent Mutation Entry bearing No. 198 and dated 30th August 1957 recorded the death



of the first holder, the said Fatmabai Valli Mohamad on 2nd April 1957. Her name was deleted and the name of the second holder, namely, the said Smt. Aishabai Usman Memon was retained in the Record of Rights as Kabjedar of the said lands bearing Nos. 173/4, 173/6 and 176/2. The said Entry was made pursuant to Taluka Order No. RTS/RI/15/2 dated 9th August 1957.

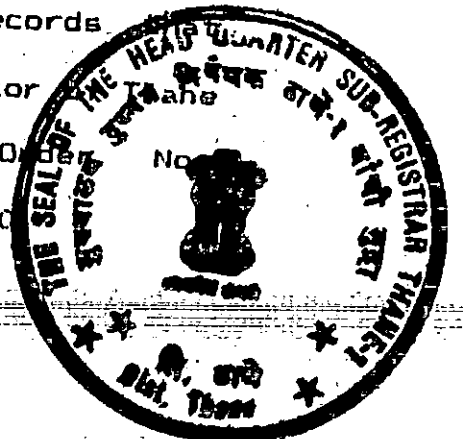
(iii) Mutation Entry bearing No. 1052 dated 27th February 1960 records that the Khatedars Francis Antone Pereira and Antone Felix Xavier Mascrenhas were holding several lands in Village Majiwade District Thane including Survey No. 173/3. They died about 15 to 30 years before the date of the said Entry as widowers and issueless. Theo Pereira was the only surviving heir of those joint Khatedars. Accordingly, the said heir was brought on record by way of inheritance of the lands (inter alia) bearing Survey No. 173/4 and 176/2 of the said two Khatedars. The said Entry was made pursuant to Taluka Order No. RTS/RI/15/2 dated 2nd January 1960.



622  
89-50

(iv) By another Mutation Entry No.1053 also dated 27th February 1960 it has been recorded that the Khatedar Sheikh Abdul Sheikh Ibrahim Patil died intestate about 8 to 9 months before the date of the said Entry leaving him surviving his widow Bai Khatijabai and his son Sheikh Hasan as his heirs. Accordingly, the said heirs were entered in the Record of Rights as "Occupants by heirship" of Survey No.173/2 in place of the said Sheikh Abdul Sheikh Ibrahim Patil.

(v) The next Mutation Entry bearing No.1104 dated 21st October 1960 records that Bai Khatijabai widow of Sheikh Abdul Sheikh Ibrahim Patil and Sheikh Hasan Sheikh Abdul Patil sold the lands bearing Survey Nos.173/2 and 176/3 at village Majiwade to Eddie Martin and Gladys Mildred under Conveyance dated 23rd July 1960 for Rs.3,000/-. The said Entry records the permission from the Collector has been obtained under Order No. CB/TNC/1282-A dated 25th April 1960



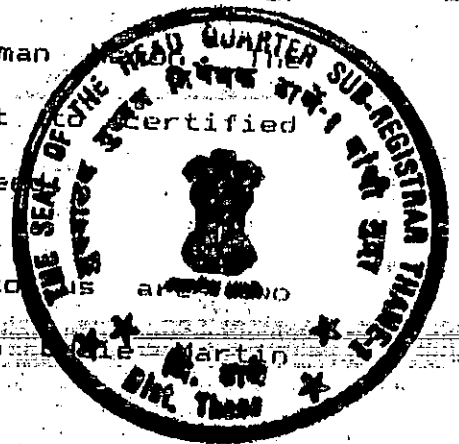
2022  
22-50

(vi) A subsequent Mutation Entry bearing No.1106 and dated 2nd November 1960 records that lands (inter alia) bearing Survey No.173/5 at Village Majiwade were purchased by Eddie Martin Alvares under Conveyance dated 9th July 1960 for Rs.35,000/- from Theo Pereira. The said Entry further records that the permission from the Collector of Thane was obtained by the Vendor vide his Order No.CB/TNC/2152 dated 4th July 1960 under Section 63(1) of the Bombay Tenancy and Agricultural Lands Act, 1948 for sale of the said lands to the Purchaser.

(vii) Mutation Entry bearing No.174 dated 12th July 1962 records that lands bearing Survey Nos.173/4, 173/5 and 176/2 at Village Majiwade Taluka Thane were purchased by Eddie Martin Alvares and Mrs.Gladys Mildred Alvares under Conveyance dated 29th December 1960 for Rs.8,000/- from Aishabai Usman. The said Entry was made pursuant to a certified copy of the said Conveyance Deed.

4. Among the title deeds delivered to the said parties are the following:

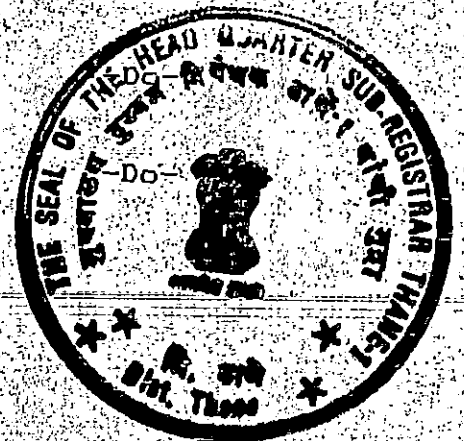
Conveyances one dated 30th May 1964 from Eddie Martin Alvares and Mrs. Gladys Mildred Alvares to the said parties.



L422  
73-86

Alvares and Mrs Gladys Mildred Alvares and the other dated 19th April 1968 from Shankar Ramchandra Pawar in favour of the Company. So far as the devolution of title to the said lands (which are described in the said two Conveyances and which are the subject matter of this Report) is concerned, it is observed that the said lands have five different roots of title. For the purpose of this report, we have grouped the said lands purchased by the Company into five different lots according to the nature of their title as under, namely:

Survey No.	Hissa No.	Area		Owner Holder
		Square yards	Square metres	
(A) 173	2	3538	2959	Gleitlager (India) Limited
176	3	2420	2023	-Do-
(B) 173	4	4447	3717	-Do-
173	6	302	253	-Do-
176	2	14762	12341	-Do-
(C) 173	5	2480	2074	-Do-
(D) 342(Part)		4991	4172	
(E) 174	2	272	228	-Do-
		33212	27767	



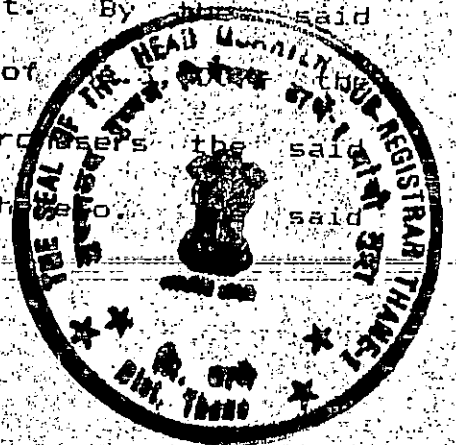
622  
88-54

We now deal with the legal position as to title (as it devolved on the Company) in the light of the Searcher's Report and the documents and papers forwarded to us in respect of each lot separately.

3. We shall first deal with the title to Lot I.

LOT I - This lot comprises lands bearing Survey No. 173 Hissa No. 2 and Survey No. 176 Hissa No. 3 stated to admeasure 5865 square yards or thereabouts situate at Village Majiwade Thane.

The Searcher's notes of the Sub-Registry records disclose only one registered document (in respect of the lands comprised in this lot) namely, Conveyance dated 23rd July 1960 (the original whereof has been included among the title deeds produced to us) made between Bai Khatijabai widow of Shaikh Abdul Shaikh Ibrahim and Shaikh Hassan Shaikh Abdul Patil (as the Vendors) of the one part and Eddie M. Alvares and Mrs. Gladys Alvares (as the Purchasers) of the other part. By the said Conveyance for the consideration of the said Vendors sold and conveyed to the Purchasers the said lands described in the Schedule thereof.



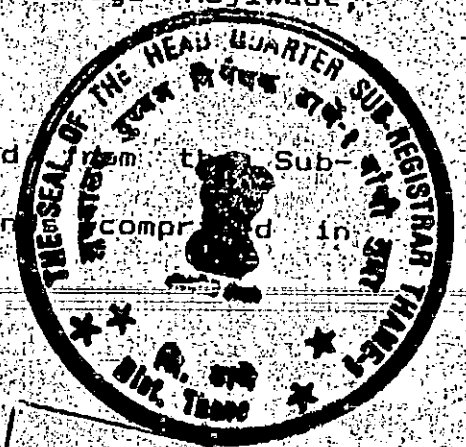
6022  
KY-50

Conveyance was registered with the Sub-Registrar of Assurances at Bombay under No.390 of Book No.1 on 19th August 1960. The said Conveyance was noted in the Mutation Register by Mutation Entry No.1104 dated 21st October 1960 (English translation of which is included among the search notes). Prior to the sale, the Vendors applied to the Collector of Thane for permission to sell the said lands which were then agricultural lands to the Purchasers. By Order No.CB/TNC/1282-A dated 25th April 1959 under Section 63(1) read with Rule 36 of the Bombay Tenancy and Agricultural Lands Act, 1948 made on the said application by the Collector of Thane, the said lands were permitted to be sold to the Purchasers for non-agricultural purpose.

6. We now deal with the title to Lot II.

Lot II- This lot comprises lands bearing Survey No.176 Hissa No.2, Survey No.173 Hissa No.4 and Survey No.173 Hissa No.6 stated to admeasure 20570 square yards or thereabouts situate at Village Majiwade, Thane.

The only registered document traced from the Sub-Registry records in respect of the land comprised in



this Lot is Conveyance dated 6th December 1960 (the original whereof has been included among the title deeds produced to us) made between Aishabibi Usman Memon (as the Vendor) of the one part and Eddie Martin Alvares and Mrs. Gladys Mildred Alvares (as the Purchasers) of the other part. By the said Conveyance for the consideration of Rs.8,000/- the Vendor sold and conveyed to the Purchasers the said lands described in the Schedule thereto. The said Conveyance was registered with the Sub-Registrar of Assurances at Thane under No.595 of Book No.I on 29th December 1960. The said Conveyance was noted in the Mutation Register by Mutation Entry No.176 dated 12th July 1962. Prior to the sale, the Vendor applied to the Collector of Thane for permission to sell the said lands which were then agricultural lands to the Purchasers. By Order No.CR/TNC/3724 dated 30th November 1960 under Section 63(1) read with Rule 36 of the Bombay Tenancy and Agricultural Lands Act, 1948 made on the said application by the Collector of Thane, the said lands were permitted to be sold to the Purchasers for agricultural purpose.



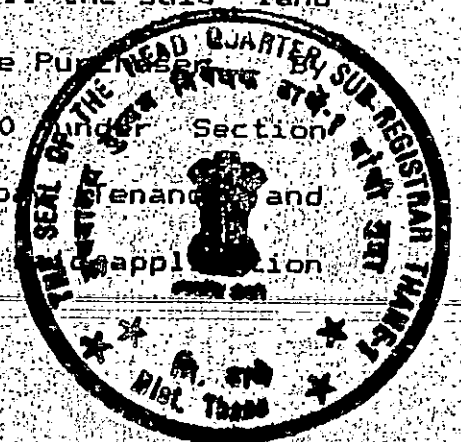
11  
9  
L222  
80-50



7. We now deal with the title to Lot III.

LOT III - This lot comprises lands bearing Survey No.173 Hissa No.5 stated to admeasure 2480 square yards situate at Village Majiwade in Thane.

By Conveyance dated 9th July 1960 (the original whereof has been included among the title deeds produced to us) made between Theo Pereira (as the Vendor) of the one part and Eddie Martin Alvares (as the Purchaser) of the other part, for the consideration of Rs. 35,000/- the said Theo Pereira sold and conveyed to Eddie Martin Alvares (among other properties) the said Survey No.173 Hissa No.5 described in the Schedule thereto. The said Conveyance was registered with the Sub-Registrar of Assurances at Bombay under No.5464/60 of Book No.I on 22nd March 1961. The said Conveyance was mutated under Mutation Entry No.1106 dated 2nd November 1960 (English translation of which is included among the search notes). Prior to the sale, the Vendor applied to the Collector of Thane for permission to sell the said land which was then agricultural land to the Purchaser under Order No.CB/TNC/215 dated 4th July 1960 under Section 63(i) read with Rule 36 of the Bombay Tenancy and Agricultural Land Act, 1948 made on the application



622  
80-50

by the Collector of Thane, the said land was permitted to be sold to the Purchaser for non-agricultural purpose.

By Declaration made before the Presidency Magistrate Esplanade, Bombay on 4th April 1960 the said Theo Pereira declared that the said land (among others) was originally purchased jointly by Frances Antone Pereira and Antone Felix Xavier Mascaranhas. That he was the only surviving heir of those joint purchasers and that he had not created any encumbrance of whatsoever nature on the said land.

B. We now deal with the title to Lot IV.

LOT IV - This lot comprise lands bearing Survey No. 342 (part) stated to admeasure 4991 square yards situate at Village Majiwade Thane.

The Searcher's notes of searches of the Sub-Registry records have disclosed Conveyance dated 17th August 1959 (the original whereof has been produced among the title deeds produced to us) made between the then Trustees of Deed of Settlement dated 20th March 1931 namely, Mrs. Heerabai Jehangir Cooper, Mrs. Jehangir Cooper and Miss Bijou Jehangir Cooper (as



6022  
83-50

Vendors) of the One Part and the said Eddie Martin Alvares and Mrs. Gladys Mildred Alvares (as the Purchasers) of the other part the land bearing Survey No. 342 (a part whereof stated to admeasure 1 1/4 Gunthas equivalent to 4991 square yards) was along with certain other lands described in the Schedule thereto were sold and conveyed to Eddie Martin Alvares and Mrs. Gladys Mildred Alvares for the consideration of Rs. 98,140/-. The lands conveyed by the said Conveyance are stated to have been identified by means of a Plan annexed to the Conveyance. The said Conveyance was registered with the Sub-Registrar of Assurances at Thane under No. 973 of Book No. I on 26th August 1959. Prior to the sale, the Vendors (Trustees) applied to the Collector of Thane for permission to sell the said lands which were then agricultural lands to the Purchaser. By Order No. CB/TNC/4940 dated 23rd October 1958 under Section 63(1) read with Rule 36 of the Bombay Tenancy and Agricultural Lands Act, 1948 made on the said application by the Collector of Thane, the said lands were permitted to be sold to the Purchaser for agricultural purpose.

The devolution of title to the said lands conveyed to the Purchasers appears as reported below. \_\_\_\_\_ has



6622  
50-50

been recited in the said Deed that the said Jehangir Dorabji Cooper during his lifetime was (inter alia) absolutely seised and possessed of Survey No.342 of village Majiwade in Thane (comprised in Lot IV). By a Deed of Settlement dated 20th March 1931 made between the said Jehangir Dorabji Cooper (as the Settler) of the One Part and the said Jehangir Dorabji Cooper, Pestonji Phiroshaw Kapadia and Bejonjee Kharshedjee Bana (as the Trustees) of the Other Part, the said Jehangir Dorabji Cooper transferred and conveyed to himself and the said two trustees the said lands at village Majiwade (comprised in Lot IV) along with certain other lands and described in the Schedule thereto upon the trusts and subject to the powers and provisions therein contained. The said Deed of Settlement was registered with the Sub-Registrar of Assurances at Bombay under No.IIII of Book No.I on 15th July 1931. The said Jehangir Dorabji Cooper is stated to have died at Poona on 22nd September 1937. The then Surviving Trustees namely, the said Pestonji Phiroshaw Kapadia and Bejonjee Kharshedjee Bana resigned as trustees of the said Deed of Settlement the said Retiring Trustees executed the said Appointment of New Trustees on 20th March 1938 appointing Heerabai Jehangir Cooper, Kadamangir Cooper and Nadirshaw Bomarji Vakil as new Trustees in



6022  
89-50

place of the deceased and the Retiring Trustees. The said Deed of Appointment of New Trustees was registered with the Sub-Registrar of Assurances at Bombay under No.1728 of Book No.I on 7th July 1938. Subsequently, the then Continuing Trustees namely, Heerabai Jehangir Cooper, Rustom Jehangir Cooper and Nadirshaw Bomanji Vakil executed on 3rd December 1941 a Deed of Appointment of Additional Trustee appointing Miss Bijou Jehangir Cooper as Additional Trustee to act jointly with the Continuing Trustees and transferred all the immovable properties of the trust (including the said land in village Majiwade Thane constituting Lot IV) and described in the Scheduled thereto to the Additional Trustee. The said Deed of Appointment of Additional Trustee was registered with the Sub-Registrar of Assurances at Bombay under No.914 of Book No.I on 3rd December 1941. The said Nadirshaw Bomanji Vakil is stated to have died at Poona in or about the year 1949. The said Surviving Trustees Heerabai Jehangir Cooper, Dr. Rustom Jehangir Cooper and Miss Bijou Jehangir Cooper (as Vendors) executed the said Conveyance dated 17th August 1959.

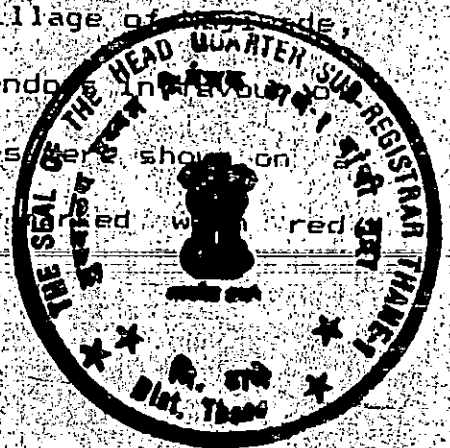
9. As a result of the above mentioned dealings under Conveyances dated 23rd July 1960



C622  
42-50

1960, 9th July 1960 and 17th August 1959 (already reported upon in the foregoing paragraphs 5, 6, 7 and 8) the said pieces of lands comprised in Lot I, Lot II, Lot III and Lot IV aforesaid (that is to say, Survey Nos.173/2, 176/3, 176/2, 173/4, 173/6, 173/5 and 342 (Part) became vested in the said Eddie Martin Alvares and Mrs.Gladys Mildred Alvares. In the circumstances, the title to Lot I, Lot II, Lot III and Lot IV became common and we are now dealing with the same below.

10. We observe from the subsequent title deeds that by Conveyance dated 30th May 1964 (the original whereof has been included among the title deeds produced to us) made between Eddie Martin Alvares and Mrs.Gladys Mildred Alvares (as the Vendors) of the One Part and the Company (Gleitlager (India) Private Limited) (as the Purchaser) of the other part, for the consideration therein mentioned the said lands and premises admeasuring 33212 square yards and bearing Survey Nos.173/2, 4, 5, 6 Survey Nos.176/2, 3 and Survey No.342 (Part) (along with certain other lands) situate in the village of [redacted] There were conveyed and sold by the Vendors in the name of the Company. The said land and premises were shown on plan annexed to the said Conveyance [redacted]



CU22  
43-54

boundary line. The said Conveyance was registered with the Sub-Registrar of Assurances at Thana under No.795 of Book No.I on 6th June 1964. By the said Conveyance, the Vendors also conveyed to the Company the private road or passage belonging to the Vendors admeasuring about 3000 feet in length and 30 feet in width on the eastern side of the said lands and premises and bearing Survey No.342 (Part) and shown on the plan annexed to the said Conveyance coloured yellow and with Green boundary line. It appears from the recitals in the said Conveyance that by a Notification in the Maharashtra Government Gazette Extra Ordinary dated 23rd April 1964 Part IV B and bearing No.TNC 6763/144229M, in exercise of the powers conferred by clause B of Section 88 of the Bombay Tenancy and Agricultural lands Act, 1948, the Government of Maharashtra had specified the areas mentioned in the Schedule appended thereto as being reserved for non-agricultural and industrial development, and the lands and premises described in the Schedule to the said Conveyance were also included in the Schedule appended to the said Government Notification.

Before the sale of the said land and premises could be completed in favour of the Company, the said Theophilus Pereira also known as Theophilus Pereira (the



622  
H2-56

predecessor-in-title to the Vendors in respect (interalia) of land bearing Survey No.173 Hissa No.5 (comprised in Lot III) made a Declaration recording the nature of his title to the land bearing Survey No.173 Hissa No.5. Accordingly, a Declaration to the effect as reported below was made by Theophilus Pereira on 12th May 1964 before a Notary, Maharashtra State, Bombay declaring interalia as under :-

(a) That the agricultural land bearing Survey No.173 Hissa No.5 (along with other lands) in village Majiwada described in the Schedule to the Declaration belonged to his uncle Francis Anthony Pereira who was in possession thereof for many years prior to his death which took place on the 18th October 1926.

(b) That the said Francis Anthony Pereira made a Will on 14th April 1926 whereby he appointed Theophilus Pereira and one Aloysius Gardener as Executors. Probate of the said Will was granted by the Bombay High Court Proving Executors on 23rd March 1927 to have effect throughout India.



6022  
54-80



(c) That ever since the year 1926 the Proving Executors entered into possession of the land bearing Survey No. 173 Hissa No.5 (along with other lands) as Owners and joint tenants thereof and after the death of his Co-owner / Co-tenant/ Co-trustee namely, Aloysius Gardener, the said Theophilus Pereira had been in exclusive and undisturbed possession of the said land as the Owner thereof and had been cultivating the same and enjoying the rents and profits thereof and none of the relatives of the deceased, Francis Anthony Pereira or anyone else at any time had raised any objection to the ownership of the said land and the said Theophilus Pereira had always been recognised as the absolute owner of the said land in the Record of Rights kept by the Collector and had been paying the land assessment in respect thereof since 1926.

(d) By Conveyance dated 9th July 1960, Theophilus Pereira sold the said land to Eddie Martin Alvares and handed over possession thereof to the said Eddie



6022  
46-50

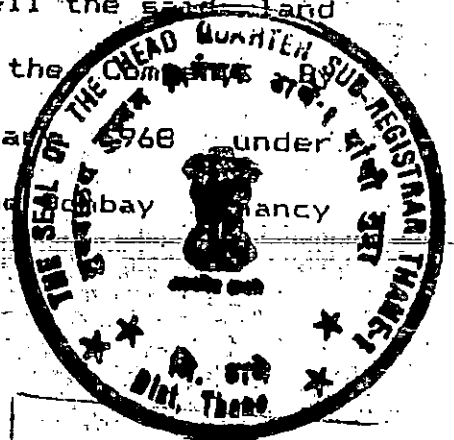
Alvares after obtaining the permission of the Collector of Thane for Sale of the said land which was agricultural land.

The said Conveyance is over 30 years old and may be accepted as a good root of title.

11. We now deal with the title to lot V.

LOT V This Lot comprises land bearing Survey No.174 Hissa No.2 stated to admeasure 272 square yards situate at Village Majiwada, Thane.

The only document traced from the records at the Sub-Registry in respect of Survey No.174 Hissa No. 2 is Conveyance dated 19th April 1968 from Shankar Ramchandra Pawar (as Vendor) in favour of the Company Gleitlager (India) Private Limited (as Purchaser). According to the said Conveyance for the consideration of Rs.2,176 the Vendor sold and conveyed to the Company the said land constituting Lot V described in the First Schedule thereto. Prior to the sale the Vendor applied to the Collector of Thane for permission to sell the said land which was then agricultural land to the Company. The Order No.C/I/TNC/6 dated 24th February 1968 under Section 63 (1) read with Rule 36 of the Bombay

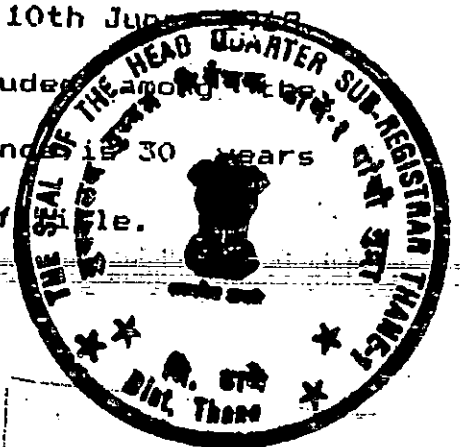


622  
30-50

and Agricultural Lands Act 1948 made on the said application by the Collector of Thane the said land was permitted to be sold to the Company for non-agricultural purpose. By the said Conveyance the Vendor covenanted with the Company and its successors and assigns for production to it wherever required in support of its title the two documents specified in the Second Schedule thereto, namely : -

- (i) Copy of Application dated 6th January 1966 from S R Pawar to the Tenancy Awal Karkun Thane ( in T Case No. 25/66 of 1966) under Section 84 of The Bombay Tenancy and Agricultural Lands Act 1948 and the Order thereon dated 7th February 1966.
- (ii) Conveyance dated 2nd September 1959 from Rodabai Phirojshah Kanga in favour of Shankar Ramchandra Pawar.

A plan of the property is annexed to the Conveyance. The said Conveyance was registered with the Sub-Registrar of Thane under No.513/1968 of Book No.I on 10th June 1968. The original Conveyance has been included among the title deeds sent to us. The said Conveyance is 30 years old and may be accepted as a good root of title.



W  
6022  
51-80

12. The resulting position is that by virtue of the said Conveyances dated 30th May 1964 and 19th April 1968 the lands above reported upon in the foregoing paragraphs 10 and 11 that is to say Survey Nos. 173/2, 4, 5, 6, 174/2, 176/2, 3 and 342 (Part) admeasuring in the aggregate 33212 square yards equivalent to 27767 square metres according to the Record of Rights legally vested in the Company. The Searcher's notes of the revenue records of Government evidence that the name of Gleitlager India (Private) Limited was brought on the Record of Rights (Form 7/12) as the "Kabjedar" (or holder) of all the Survey Numbers comprised in the said two Conveyances.

13. The name of Gleitlager India (Private) Limited was changed to Gleitlager (India) Limited on 26th September 1980 as is evidenced by the deletion made by the Assistant Registrar of Companies, Maharashtra, Bombay on 26th September 1980 in the Certificate of Incorporation No. 12401 of 1962-63 dated 25th June 1962 issued by the Registrar of Companies, Maharashtra State, Mumbai (Xerox Copy whereof was produced to us).

14. We had published Notices in Times of India (on 26th November 1996 in English) Bombay Samachar (on 27th November 1996 in Marathi) and in the Marathi newspaper 'Dinamanchal' (on 27th November 1996 in Marathi).



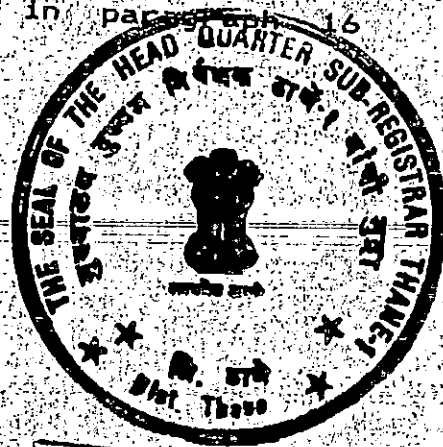
602  
45-50

November 1996 in Gujarati) and Navakal (on 29th November 1996 in Marathi) Inviting Claims ( if any ) to the said lands. We have not at the date hereof received any claim.

15. The searches caused to be taken by us at the Sub-Registries of Thane and Mumbai do not reveal any further registered dealings or incumbrances on the said lands.

16. We have been informed by your Company that the title deeds relating to the said lands have been deposited by way of mortgage with Housing Development Finance Corporation Ltd. to secure repayment of a line of credit granted by the said Corporation to your Company.

17. We have investigated the title of the Company to the said lands ( described in the Schedule hereto) and have examined the title deeds and other papers produced to us and certify that subject to what is stated above, in our opinion, the title of the Company to the said lands is clear, marketable and free from encumbrances (subject to the incumbrance mentioned in paragraph 16 above).



6622  
FO-910

THE SCHEDULE

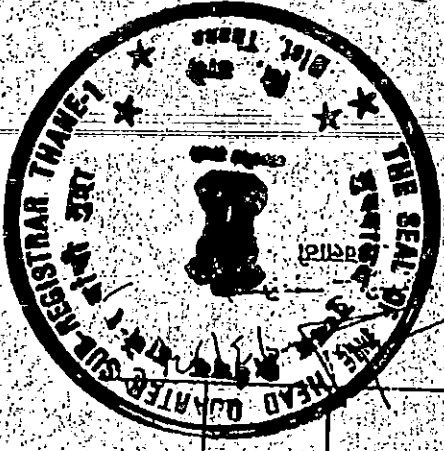
LANDS situate at Village Majiwade in the Taluka and District of Thane in the Registration Sub-District and District of Thane admeasuring 33212 square yards equivalent to 27767 square metres or thereabouts (being a portion of the entire property) bearing Survey/Hissa Numbers 173/2, 173/4, 173/5, 173/6, 174/2, 176/2, 176/3 and 342 (Part) and bounded on North by Survey/Hissa Nos.166/2, 173/1 and 174/3 and 4, On South by Survey/Hissa Nos.174, 176/4 and 5, On East by existing Road known as Gladys Alvares Marg, bearing Survey No.342 (Part) and On West by Survey/Hissa No.176/1.

Yours faithfully,



622  
69-50

62-56  
6228



मि. अशोक प्रसाद शर्मा

3-2-0	3-2-0	3-2-0	3-2-0	3-2-0	3-2-0
दि	दि	दि	दि	दि	दि

S

9236

3-2-0	0-2-0	0-2-0	0-2-0
दि	दि	दि	दि

मि. अशोक प्रसाद शर्मा  
मि. अशोक प्रसाद शर्मा  
मि. अशोक प्रसाद शर्मा

9236

9236

9236

9236

मि. अशोक प्रसाद शर्मा

मि. अशोक प्रसाद शर्मा

ANNEXURE C







05-23  
1007



ପ୍ରା. ନମ୍ବର (ପ୍ରା. ନମ୍ବର) ପ୍ରା. ନମ୍ବର

4

୧-୦-୦	୦୦୧	୧-୦-୦	୧୦୦	୧୦୦	୧୦୦	୧୦୦
ପ୍ରା.	ପ୍ରା.	ପ୍ରା. ନମ୍ବର	ପ୍ରା.	ପ୍ରା.	ପ୍ରା. ନମ୍ବର	ପ୍ରା.

S

(୧୦୦୦)

₹ 68 = 0

Unit  
Public Debt  
Public  
Public

୧-୦-୦

Unit

— — —

Unit

୧-୦-୦

Unit

ପ୍ରା. ପ୍ରା. ପ୍ରା.

ପ୍ରା.

(୧୦୦) (୧୦୦)  
୧୦୦୦

(୧୦୦୦)

୧୦୦୦

(୧୦୦୦) (୧୦୦୦) (୧୦୦୦)

୧୦୦୦

(୧୦୦) (୧୦୦) (୧୦୦)

୧୦୦୦ - ୧୦୦୦

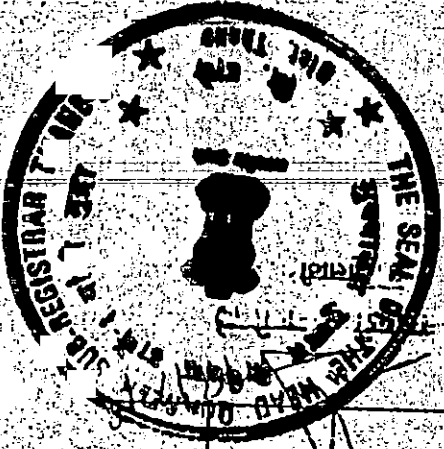
୧୦୦୦

୩୦୦୦ ୧୦୦୦ ୧୦୦୦

୧୦୦୦ ୧୦୦୦ ୧୦୦୦



05-113  
 2297



		१२		१	
0-3-0	4N	0-3-0	300	300	
दा	का	अन्य विवरण	दा	का	अन्य विवरण

S

4-9-1957

1019 10000

10000 - 10000

05.11.57  
 (12155) 2100 700  
 (555) (990) (990) (990)  
 (990) (990) (990) (990)

S		
00	00	00
0	0	0
0	0	0
0	0	0
दा	का	अन्य

- 10000  
 - 10000  
 - 10000  
 - 10000  
 - 10000

का

10000 2 300 10000

म. प्र. र. व. म. प्र. र. व. म. प्र. र. व. म. प्र. र. व.





Collector's Order For Change of Land User

4/10/1993 1/17

वाचा :- १. जिल्हाधिकारी ठाणे यांचेकडील आदेश क्र. १/आर.बी. iv/एनएपी/डब्ल्यूएस/९९ दि.

३०.९.१९७६

२. मे. ग्लॅट लिंगर ( इंडिया ), प्रालि. यांचा दि. २.१२.९६ चा अर्ज

३. तहसिलदार ठाणे यांचा अहवाल, क्र. जमीनबाब/२/वशी/एसआर-५३ दि. ३१.३.९७

४. अपर जिल्हाधिकारी व सक्षम प्राधिकारी, ठाणे नागरी संकुलन ठाणे यांचेकडील

१. आदेश क्र. युएलसी/टीए/यु/सेवशन २२/एसआर-१७८, दि. २२.११.९५

२. पत्र क्र. युएलसी/टीओ/यु-सेवशन/२२/एसआर-१७८ दि. १४.३.९७

५. ठाणे महानगरपालिके कडील बांधकाम परवाना क्र. व्हीपी/१४/१०५/टीएमसी/टीडीडी/१६५७ दि. १३.११.९६

६. सामान्य शाखा भुसंपादन विभाग यांचेकडील पत्र क्र. सामान्य/क-४/टे.३/मुसि/वाचि-१९८/९६ दि. २३.४.९७

७. अपर जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरी संकुलन ठाणे यांचेकडील पत्र क्र.

युएलसी/टीओ/एटीपी/कलम २२/एसआर-१७८ दि. ८.७.९७

क्र. महसुल/क.१/ट.७/एनएपी/एसआर-२७५/९६

जिल्हाधिकारी कार्यालय ठाणे

दि. ११.१०.१९९७

आदेश:-

.....



जिल्हाधिकारी ठाणे यांचेकडील आदेश क्र. आरबी/iv/एनएपी/डब्ल्यूएस/९९ दि.

१९७६ अन्वये मौजे माजिवडा येथील स.नं. १७३/२, १७३/४, १७३/५, १७३/६, १७४/२, १७६/२, १७६/३, व ३४२ पैकी या जागेपैकी ४९०२=०० चौ. वार क्षेत्रात औद्योगिक कारणासाठी केलेले अर्जद्वारात बांधकाम नियमानुकूल करून देणेत येऊन उक्त जमीनीचे एकूण ६ एकर. ३२ गुंठे, ८ प्रती क्षेत्राचा अर्जावरील अर्जावरील आकार वसूल करणेत आलेला आहे.

आता अर्जदार यांनी स.नं. १७३/२, १७३/४, १७३/५, १७३/६, १७४/२, १७६/२, १७६/३, १७६/३ व ३४० पैकी एकूण २७७६७=०० क्षेत्राची औद्योगिक वापरकडून रहिवास कारणासाठी

परवानगी मिळणे वाचत विनंती केलेली आहे.

आणि ज्या अर्थी, अपर जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरी संकुलन, ठाणे यांनी

यांचेकडील आदेश क्र. युएलसी/टीओ/यु/सेवशन २२/एसआर-१७८ दि. २२.११.९५ अन्वये कार्यालय

जमीन धारणा कायदा १९७६ चे कलम २२ नुसार उक्त जमीनीच्या एवुण २२ एकर. ३२ गुंठे, ८ प्रती क्षेत्राचा

पुनर्विकास करणेसाठी देकारपत्र दिलेले असून सदरचे कलम २२ खालील बांधकाम नियमावली प्रमाणे

यांचेकडील पत्र क्र. युएलसी/टीओ/यु/सेवशन-२२/एसआर-१७८ दि. १४.३.९७ अन्वये दि. ८.७.९७ रोजी

पत्रान्वये अभिप्राय दिलेले आहेत. तसेच या कार्यालयाकडील आदेश क्र. आरबी/iv/एनएपी/डब्ल्यूएस/९९ दि.

३०.९.७६ अन्वये मौजे माजिवडा ता. ठाणे येथील स.नं. १७३/२, १७३/४, १७३/५, १७३/६, १७४/२, १७६/२, १७६/३, आणि ३४२ पैकी क्षेत्र २७७६७=०० चौ.मी. या जागेचा औद्योगिक प्रयोजनासाठी

उपयोग करणेस परवानगी देणेत आलेली आहे. तसेच ठाणे महानगरपालिकेने १. व्हीपी/१४/१०५/टीएमसी/टीडीडी/१६५७ दि. १३.११.९६ अन्वये विकास परवानगी दिलेली आहे.

त्या अर्थी महाराष्ट्र जमीन महसुल अधिनियम १९६६ चे कलम ४ प्रमाणे अर्जावरील

प्रयोजनासाठी वापर करणे न अर्जावरील जमीनीचे उक्त प्रयोजनातून मुग-सा प्रयोजनातून प्रयोजनासाठी



१९९७

७०-१७

परवाना देण्याचे अधिकार माझेकडे निहित करण्यात आलेले आहे. त्या अर्थी आता महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४४ अन्वये गला असलेल्या अधिकारांचा वापर धारक गी, यादारे मे. रॉट रोड ( इंडिया ) प्रा. लि. यांना या कार्यालयाकडील दि. ३०.१.७६ च्या आदेशान्वये मीजे गाजिवडा ता. ठाणे येथील सं.नं. १७३/२, १७३/४, १७३/५, १७३/६, १७४/२, १७६/२, १७६/३, ३४२ पैकी क्षेत्र २७७६७=०० चौ. मी. या जागेचा औद्योगिक प्रयोजनाकडे वापर करणेस परवानगी दिलेल्या क्षेत्राचा औद्योगिक प्रयोजनाकडून निवारी प्रयोजनाकडे रूपांतर करणेस पुढील शर्तीवर अनुज्ञा ( परमीशन ) देत आहे.

अटी:-

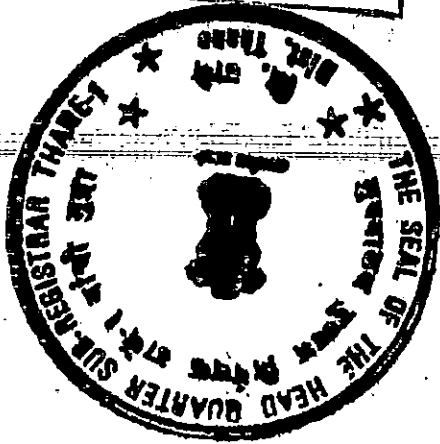
१. ही परवानगी महाराष्ट्र जमीन महसूल अधिनियम १९६६ खालील केलेले नियम यांना अंतिम देण्यात येत आहे.
२. या कार्यालयाचे आदेश क्र. आरबी/iv/ एनएपी/इल्थुएर/९९ दि. ३०.१.१९७६ मधील सर्व अटी व शर्ती परवाना धारक याचेवर बंधनकारक राहतील.
३. सध्या अस्तित्वात असलेली बांधकामे हे औद्योगिक प्रयोजनाची असल्याने अशी बांधकाम पाडव्याची असल्यास उद्योग विभागाकडील संबंधित प्राधिका.यांची अनुमती घ्यावी लागेल. म्हणून अर्जदार कंपनीने रहिवासा कारणासाठी वापर करण्यापूर्वी नगरी जमीन कमाल धारणा अधिनियम १९७६ चे कलम २२ नुसार अपर जिल्हाधिकारी व संक्षम प्राधिकारी ठाणे नगरी संकुलन ठाणे यांचेकडून आवश्यक ती गुनर्विकारापूर्व परवानगी घेणे त्याचेवर बंधनकारक राहिल.अशी परवानगी घेतल्या शिवाय बांधकाम करणेस येऊ नये.
४. औद्योगिक प्रयोजनाकडून निवारी प्रयोजनाकडे रूपांतर करण्यासाठी उद्योग संचालकाकडून आवश्यक ती ना हरकत पत्र निवारी कारणासाठी अकृषिक वापर सुरु करण्यापूर्वी प्राथमिक घेणे परवानाधारक याचेवर बंधनकारक राहिल.
५. औद्योगिक प्रयोजनाकडून निवारी प्रयोजनाकडे रूपांतर ( बदल ) करण्यापूर्वी अथवा बदल घेतल्यानंतर नगरी जमीन कमाल धारणा अधिनियम १९७६ या कायद्याचे उल्लंघन होता कामा नये.
६. प्रश्नांकित जागेवर बांधकाम करणेसाठी ठाणे महानगरपालिकेने त्यांचेकडील परवाना क्र.पीपी/क. १८/१०५/टीएमसी/टीडीडी/१६३७ दि. १३.११.९६ अन्वये आरक्षण खालील १२.७४६=०० चौ.मी. क्षेत्र वागळून १२.०००=३० चौ.मी. जागेवर बांधकाम परवानगी दिलेली आहे. त्यानुसार तेवढ्याच क्षेत्रात बांधकाम करणे तसेच उक्ता बांधकाम परवान्यातील अशी परवानाधारक यांचे वर बंधनकारक राहतील.
७. सदर जमीनीचा निवारी प्रयोजनाकडे वापर केल्याच्या दिनांका पासून दर चौ.मी. मागे ०.७५.१० रुपये या दराने निवारी प्रयोजनाची बिगर शेतीची आकारणी दिली पाहिजे.
८. दि. ३१.७.९१ रोजी अस्तित्वात असलेल्या दराने अकृषिक आकारणी सदरहु आदेशामध्ये करण्यात आलेली असली तरी महाराष्ट्र जमीन महसूल अधिनियम १९६६ मधील तरतुदीनुसार आणि त्या अनुषंगाने वेळोवेळी तयार करण्यात आलेल्या प्रचलित नियमानुसार दि. १.८.१९९१ पासून अकृषिक आकारणी सुधारित प्रमाणदर अमलात येतील त्या दरानुसार आकारणीची रक्कम भरणे परवानाधारकावर बंधनकारक राहिल. तसेच दि. १.८.१९९१ पासून निर्गमित केलेल्या आदेशानुसार आकारणीच्या दराने अकृषिक आकारणीचे दर नमुद केले असल्यास जुने दर व नवीन अस्तित्वात येणारे दर यांमध्ये फरकाचे भरणे परवानाधारकावर बंधनकारक राहिल. त्याच प्रमाणे रूपांतरित कराचे आकारणीची रक्कम ही देखील अनुज्ञाग्राही याचेवर बंधनकारक राहिल.
९. अनुज्ञाग्राही यांनी ठाणे महानगरपालिका यांचे कडील बांधकाम नकाशा व्यतिरिक्त जादा बांधकाम केल्यास अगर बांधकाम मध्ये बदल करून जादा चटई क्षेत्र निर्देशांक वापरल्यास अनुज्ञाग्राही महसूल प्रादेशिक नगर रचना अधिनियम १९६६ चे कलम ५२ अन्वये फौजदारी स्वरूपाचा गुन्याण घेण्यास पात्र राहतील. व असे जादा बांधकाम दुर्ग करणेस पात्र राहिल.



६०२२
७९-६७



40-50  
 6622



Handwritten signature and some illegible text.



Handwritten text in Hindi, possibly a date or reference number.

Handwritten text in Hindi, possibly a name or title.

Handwritten text in Hindi, possibly a paragraph or a list of items.

193

194

- Read: 1. Order bearing No.1/R .B./IV/NAP/WS/99, dated 30/9/76.
2. M/s. Gleit Lager (India) Pvt. Ltd's application dated 2/12/96,
3. Report No. Land Revenue/2/WS/SR 53, dated 31/3/97, of Tahsildar-Thane.
1. order No. ULC/TA/U Sanction/22/SR-178, dated 22/11/98,
2. Letter No. ULC/TA/U-Section/22/SR-178, dated 14/2/97
4. Additional Collector and Competent Authority, Thane Urban Agglomeration,
5. Building Permission No.-VP/94/105/TMC/TDR/1657/ dated 13/11/96 of Thane Municipal Corporation,
6. Letter bearing No. General/S.4/T-3/LA/WS-998/96, of General Branch, Land Acquisition department,
7. Letter No. ULC/TA/ATP/Section 22/SR/178 dated 07/7/97, of the Addl. Collector and Competent Authority Thane Urban Agglomeration. Thane.

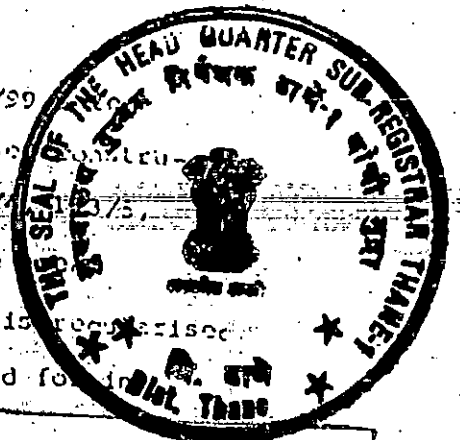
No. Revenue/S-1/NAP/SR-125/96.

Collector's office, Thane.

Date:- 14/10/1997.

ORDER :

As per order bearing No. RA/IV/NAP/WS/99 30/9/1976 of the Collector, Thane, on unauthorized construction made in the land bearing S. No. 173/2, 173/7, 173/6, 174/2, 176/2, 176/3 and 342 part in the adm. 4902.00 sq.yards, for industrial purpose is recognised and non-agricultural assessment of the said land for all 6 Acres, 32 Gunthas, 8 Prati is recovered.

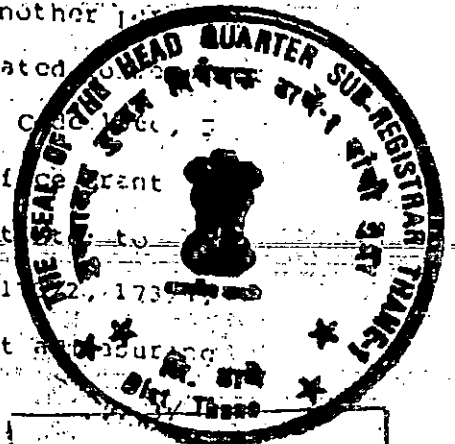


2/-
LU22
U3-SU

Now, the applicant has made an application to grant permission to change the user of the land bearing S.No. 173/2, 173/4, 173/5, 173/6, 174/2, 176/2, 176/3 and 342 part adm. 27767.00 from Industrial Purpose to residential purpose.

And whereas, the Additional Collector and Competent Authority by his order bearing No.UIC/Ta/U/Section 22/SR-178, dated 22/11/95, has issued letter of offer to redevelop the area adm. in all 27767. Sq.mtrs. of the aforesaid land as per section 22 of Urban Land Ceiling on Holding Act, 1976 and vide his letter bearing No.UIC/Ta/U/Section 22/SR 179 dated 14/2/97 and 8/7/97 has given opinion that the order issued under Section 14/2/97 and 8/7/97 are valid (legal) moreover as per order bearing No.RO /iv/NAP/WS,14 dated 30/9/76, permission has been granted to use the said land bearing S.No.173/2, 173/4, 173/5, 173/6, 174/2, 176/2, 176/3 and 342 part admeasuring 27167.00 sq.mtrs situated at village Majiwade, Taluka Thane for industrial purpose. Moreover, Thane Municipal Corporation by its order bearing No.VP/94/105/THC/TDD/1657 dated 13/11/96 Development Permission has been granted.

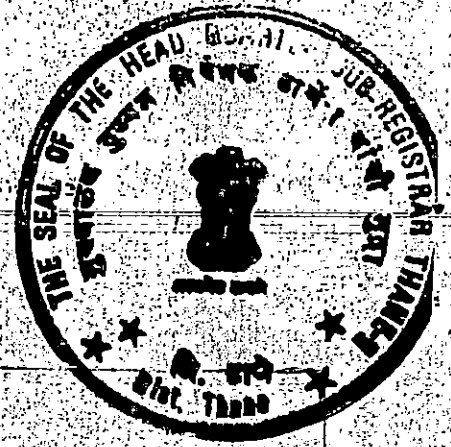
Whereas, I have been empowered under Section 44 of Maharashtra Land Revenue Code 1966 to grant permission to use the land for non-agricultural purpose, to convert non-agricultural land from one purpose to another. Therefore, in exercise of the powers delegated section 44 of the Maharashtra Land Revenue Code I hereby vide order dated 30/9/76 of this office grant permission to M/s. Claito Legar (India) Pvt. to change the user of the land bearing S.No. 173/2, 173/4, 173/5, 173/6, 174/2, 176/2, 176/3, 342 part



2022  
08-50

27767.00 sq.mtrs, for which the permission has been granted to use for Industrial Purpose. From Industrial Purpose to residential purpose, on the following terms and conditions.

- 1) This permission is granted subject to the rules made under Maharashtra Land Revenue Code, 1966.
- 2) Order bearing No.R.R./iv/NAP/WS/99, dated 30/9/97, of this office, all the terms and conditions shall be binding on the grantee (permission holder).
- 3) As the existing structures are of industrial purpose, if the same are to be pulled down then permission shall be obtained from concerned authority of industrial purpose. Hence, it shall be binding on the applicant-company to obtain necessary proper permission for redevelopment, from Addl. Collector, Competent Authority, Thane Agglomeration, Thane under Section 72 of the Urban land ceiling on holding Act. Unless such permission is obtained construction should not be carried out.
- 4) It shall be binding on the granted to obtain M.O.C. from Directorate of Industries to convert (change the user) of the land from industrial purpose to residential purpose, before commencing the non-agricultural use for residential purpose.
- 5) Provisions of ULC and Holding Act, 1976, should not be contravened before or after the change of user of the land from industrial purpose to residential purpose.



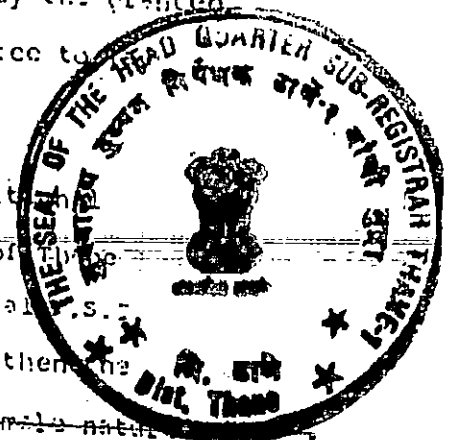
622  
 03-54

6) Thane Municipal Corporation, vide its permission bearing No. 131.V. 94/105/TMC/TPO/1637 dated 13/11/96, granted Building Permission for carrying out construction in the land in question in respect of the land admeasuring 14956.30 sq.mtrs. excluding the area admeasuring 12746.70 mtrs. under reservation. Accordingly, it shall be binding on the grantee to carryout the construction in the said area only and in accordance with the terms in the building permission.

7) Non-Agricultural Assessment shall be paid for residential purpose at the rate of Rs.0.27.20 per sq.mtr. from the date of using the said land for residential purpose.

8) Though, the Non-Agricultural Assessment is prescribed at the rate existed at 31/7/91, it shall be binding on the grantee to pay the assessment at revised standard rate that would be come into effect from 1/8/91, as per the provisions of Maharashtra Land Revenue Code, 1976 and as per the prevailing rules framed from time to time thereunder. Moreover, though the rate of Non-Agricultural Assessment is mentioned at a old rate vide the order issued from 1/8/1991. The difference of amount between old rate and new rate is bound to be paid by the grantee. Similarly, it shall be binding on the grantee to pay the difference of amount of conversion Tax.

9) If the grantee has carried out additional construction, in addition to building plan of Thane Municipal Corporation, or has used additional land by making modifications in the construction, then the grantee shall be liable for an offence of land use.



...	5/-
	2022-03
	28-54

- 5 -

under section 52 of the Maharashtra Regional Town Planning Act, 1966 and for removal of additional construction.

10) If the grantee contravene any of the conditions mentioned in this order and in the sanctioned as per the provisions of the said Act, without prejudice to the penalty for which the grantee shall be liable, the applicant (grantee) shall be entitled to retain the possession of the land and plot etc. having paid the penalty or assessment as specified by the collector, Thane.

Sd/-

(Ujwal Uke)

Collector, Thane.

Copy (to):

M/s. Gait. Legor (India) Pvt. Ltd.  
Manu Midion, Shahid Bhagatsing Road,  
Fort, Mumbai-400-001.

Sd/-

For Collector, Thane.

(Seal of the Collector,  
Thane, District-Thane.)



602  
60-50

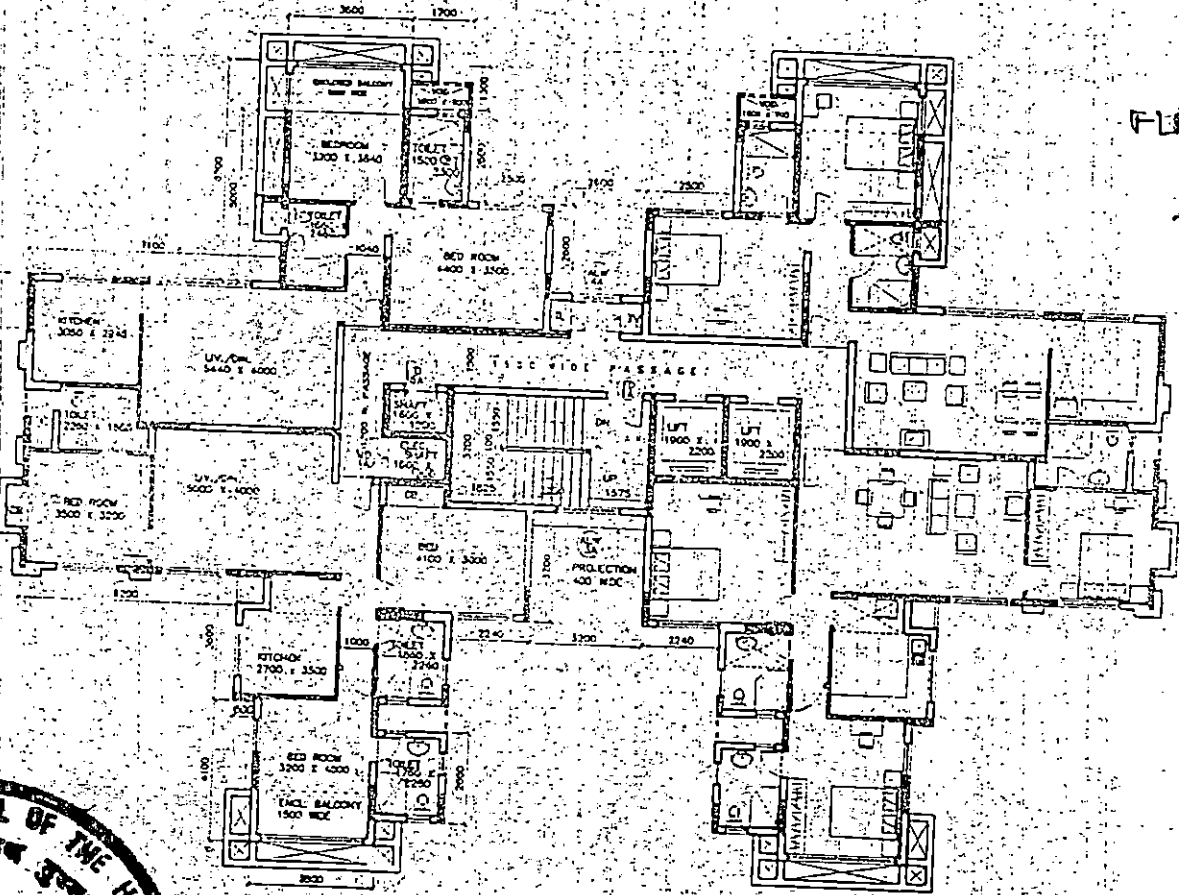
ANNEXURE D

FLAT NO 102

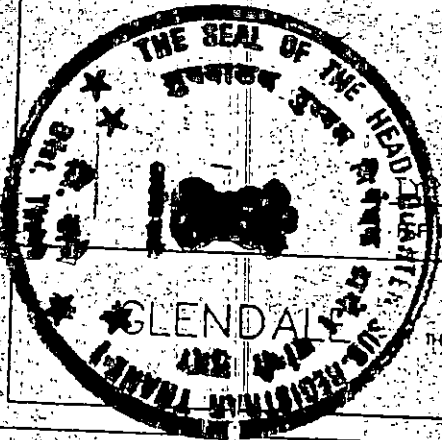
*Bhargava*  
*Uvaidya*

*M. Srinath*

*dw*



UC-80  
1022



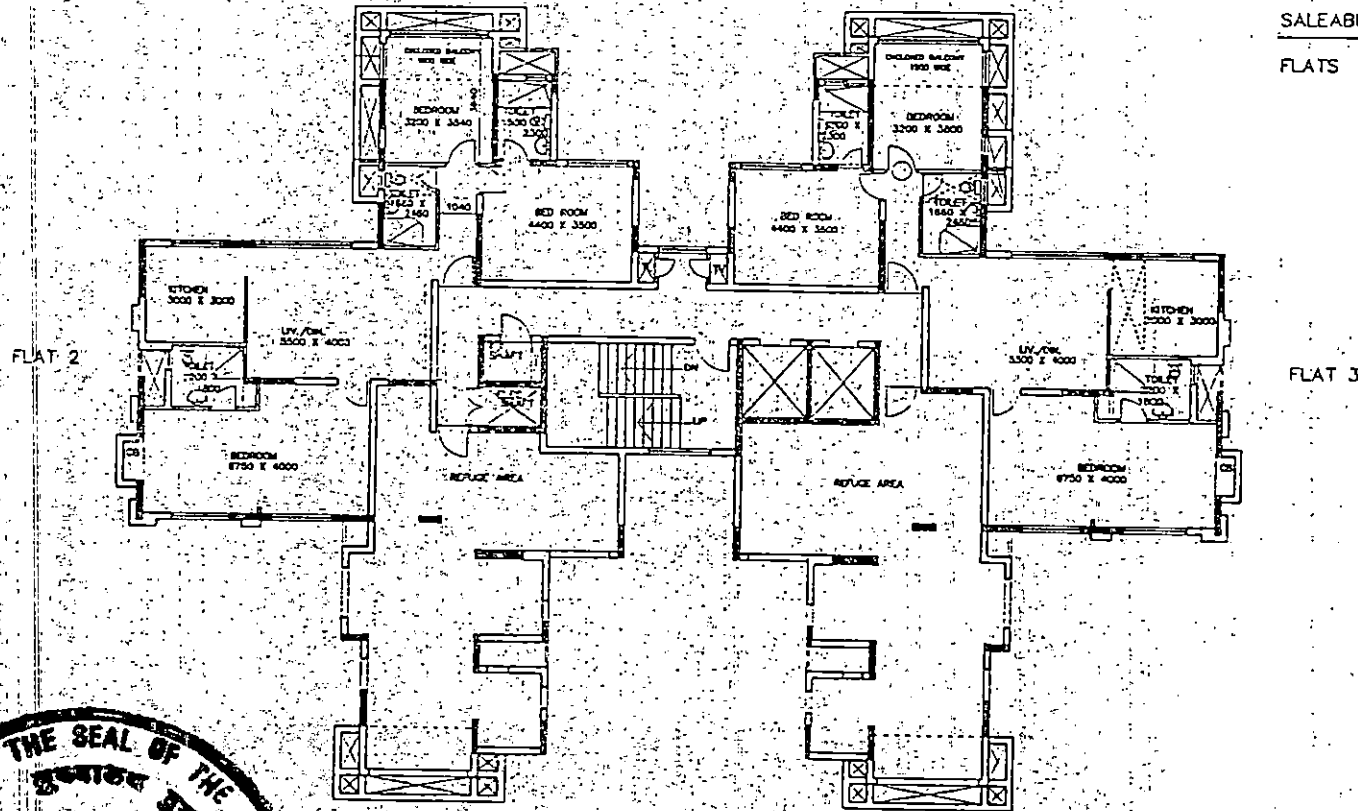
TYPICAL FLOOR PLAN  
PHEROZE 2 & 3 BEDRM

DEVELOPER	TATA HOUSING DEVELOPMENT CO. LTD.	DRAWN BY	RAJAN	PROJECT NO.	2415
TITLE	TYPICAL FLOOR PLAN (TOWER B)	SCALE	1:200	DRG. NO.	W-89
	PHEROZE KUDIAVALA TECHNICAL SERVICES PVT. LTD.	DATE	04.07.2000		

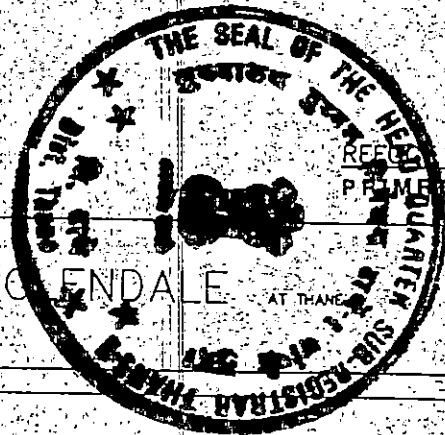
ANNEXURE D

SALEABLE AREAS (SQ.FT.)

FLATS 2&3 3 BHK 1532



REFUGE FLOOR PLAN  
PHEROZE 3-BHK

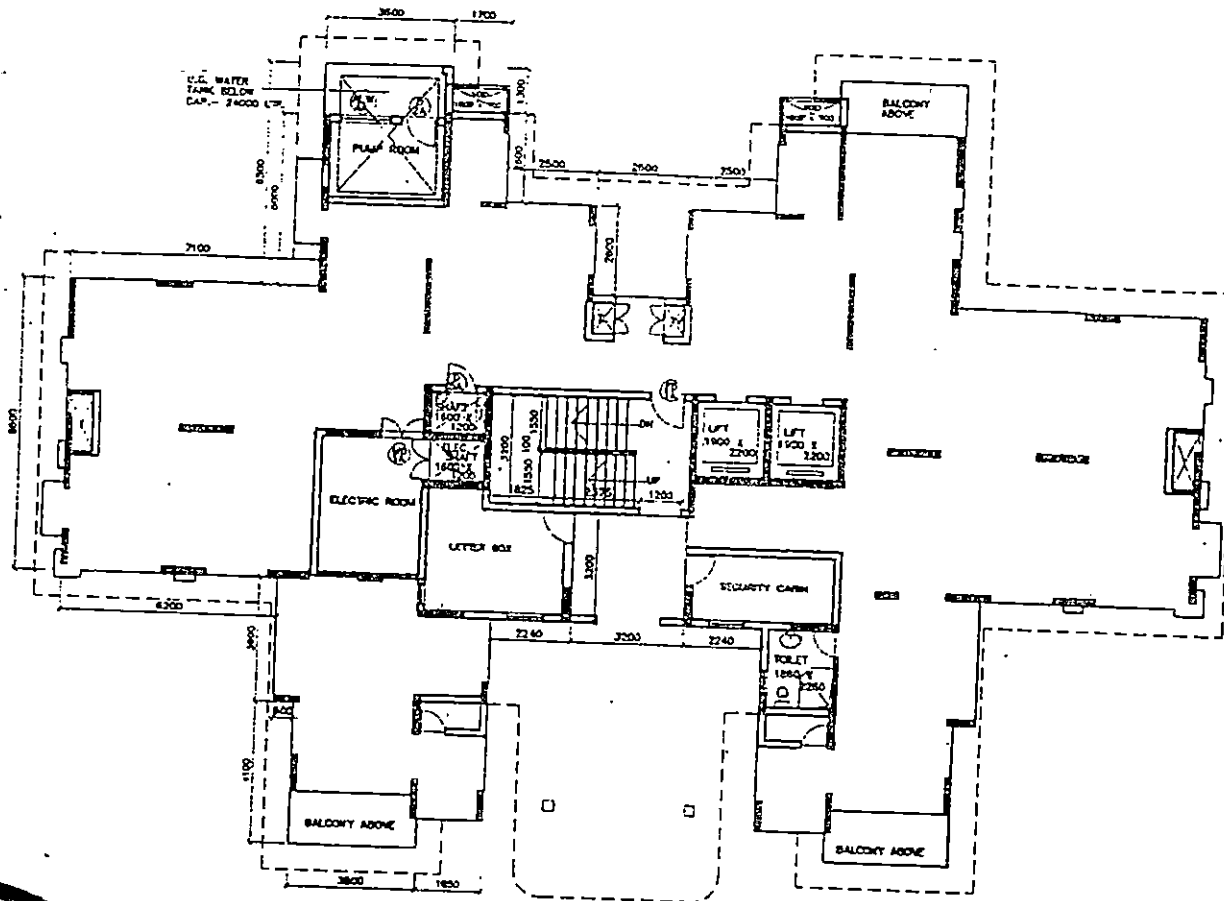


UG-50  
L1022

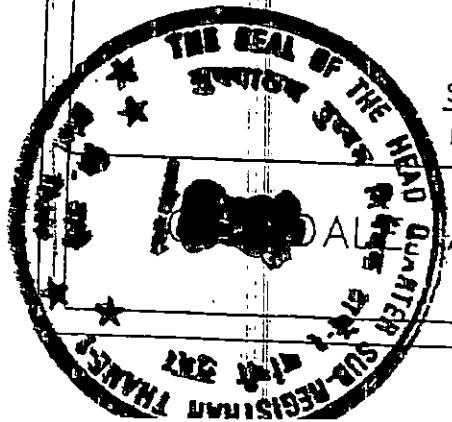
DEVELOPER	TATA HOUSING DEVELOPMENT CO. LTD.	DRAWN BY	RAJAN
TITLE	REFUGE (8TH) FLOOR PLAN (TOWER-8)	SCALE	1:150
PHEROZE KUCIANAVALA TECHNICAL SERVICES PVT. LTD.		DATE	04.07.2000.



ANNEXURE D



STILT FLOOR PLAN  
PRIMROSE

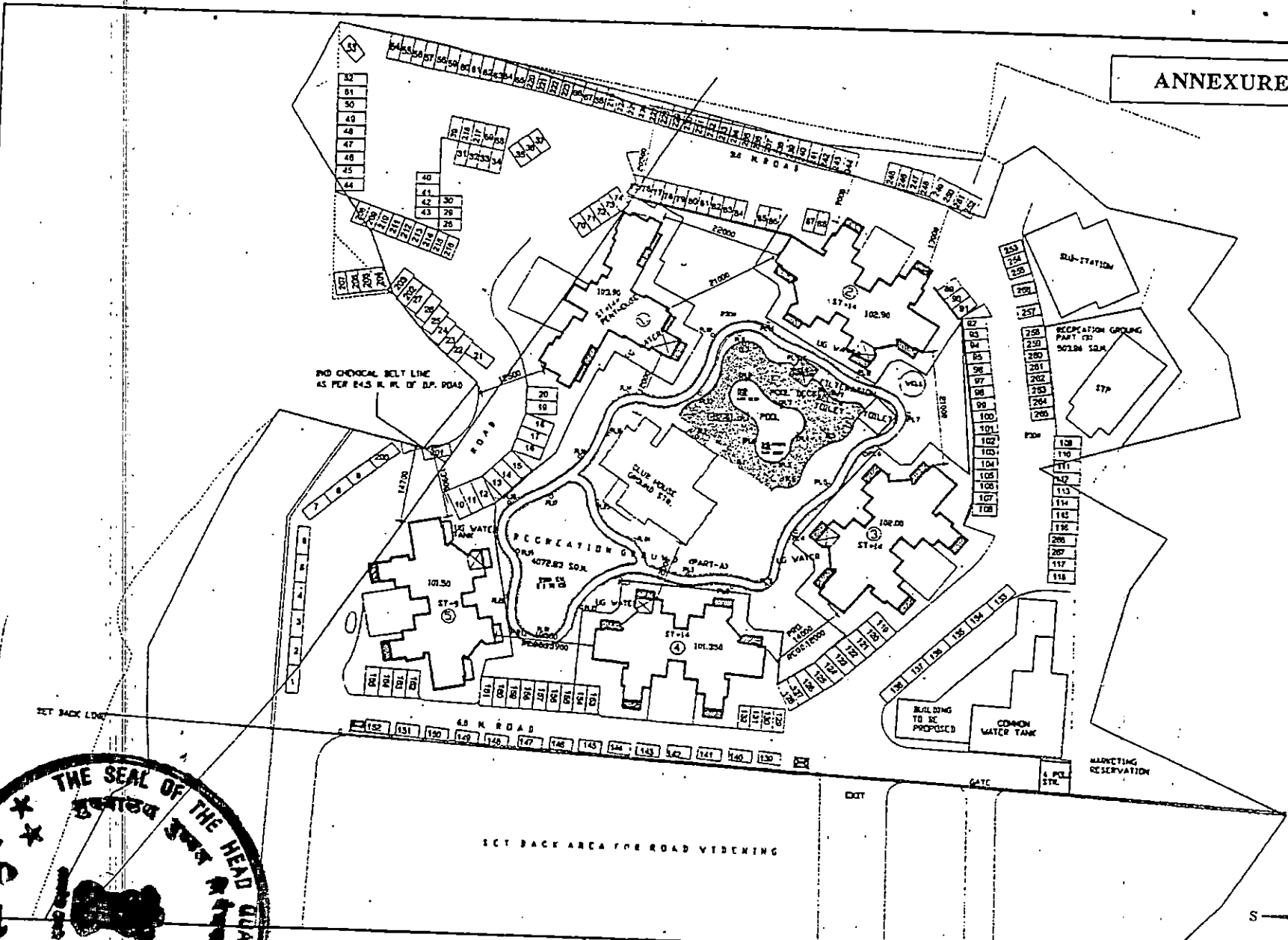


A. K. THANE

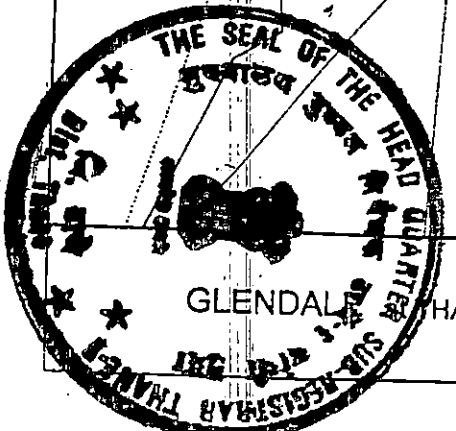
DEVELOPER : TATA HOUSING DEVELOPMENT CO. LTD.	DRAWN BY RAJAN	PROJECT NO: 2415
TITLE : STILT FLOOR PLAN (TOWER B)	SCALE 1:200	DRG. NO: W-87
PHEROZE KUDIANAVALA TECHNICAL SERVICES PVT. LTD.	DATE 04.07.2000	

20-810  
C-222

ANNEXURE E



CL 22  
C9-80



GLENDAL... THANE

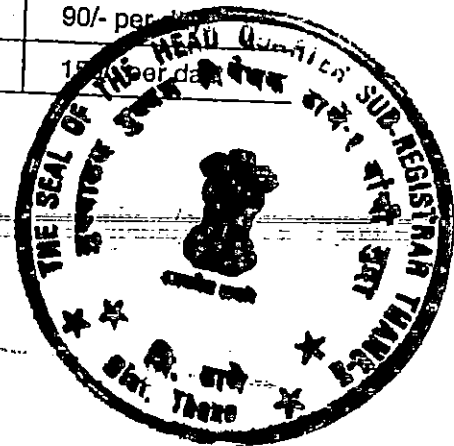
PROJECT:	RESIDENTIAL BLDG. FOR TATA HSG. DEV. CO. LTD. AT THANE	DRAWN BY:	CHITRA	PROJECT NO.:	2415
TITLE:	SITE PLAN	SCALE:	MTS 1:1000	ORG. NO.:	
PHEROZE KUDIANAVAVALA	TECHNICAL SERVICES PVT. LTD.	DATE:	31-10-97	WS7-R3	



## ANNEXURE F

Price of Construction Materials & Labour

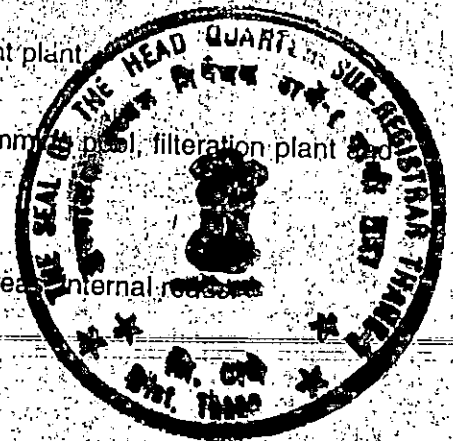
Sr. No.	Particulars	Price (Rs.)
1	Cement 43 grade	135/- per bag
2	White Cement	400/- per bag
3	Stone aggregate (12 mm to 20 mm size)	460/- m3
4	Sand	460/- m3
5	Rubble	247/- m3
6	Block 400 mm x 200 mm x 200 mm	25/- each
7	Block 400 mm x 100 mm x 200 mm	15/- each
8	Mild steel	14,000/- per tonne
9	High yeild strength steel	14,500/- per tonne
10	C P Teak wood in clean sawn scantlings	35,500/-
11	Glazed tiles coloured (150 x 150 mm)	240/m2
12	Glazed tiles coloured (150 x 150 mm)	240/-m2
13	Ceramic tiles	240/sq.m.
14	Marble mosaic tiles with white cement base 12" x 12"	200/-m2
15	Marble	750/m2
16	36 mm thick solid core flush door both side commercial ply	750/- per sq. mtr.
17	36 mm thick solid core flush door one side teak veneered	850/- per sq. mtr.
18	15 mm thick platic laminate 1.2 x 2.4 m luck brand	320/-m2
19	Polished granite black 20 mm (finished size) slab	1,600/-m2
20	Polished granite tiles 10 mm	860/-m2
21	Skilled Mason	150/- per day
22	Skilled Helper	90/- per day
23	Skilled Carpenter	150/- per day





List of Outgoings

1. Insurance premium payable in respect of the property.
2. All municipal taxes, imposition, levies and ceases imposed by the Thane Municipal Corporation and/or any other local authority, including the water tax and water charges, N.A. charges to Revenue Authorities.
3. Expenses required for the day-to-day maintenance and management of the building such as lights in the passage and common areas, garden, lifts, watch and ward and other staff.
4. Costs of cleaning and lighting the passages, landings, staircases and other parts of the building as enjoyed or used by the party of the other part in common as aforesaid.
5. Costs of salaries of clerks, bill collectors, chowkidars, sweepers etc.
6. Costs of working and maintenance of water pumps and lights and service charges.
7. Sinking fund as may be determined by the builders.
8. Such other expenses and outgoings as may become necessary to be recovered in the discretion of the Builders.
9. M.S.E.B. deposits and service line charges (electric supply)
10. Cost of working and maintenance of sewage treatment plant
11. Cost of working and maintenance of club house, swimming pool, filtration plant and pool toilets.
12. Cost of working and maintenance of gardens, R. G. area, internal roads



6622  
4-30



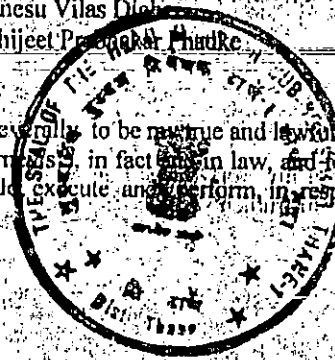
the Offices of the concerned Registrars/Sub-Registrars of Assurances for admitting execution thereof.

B. I am, therefore, desirous of appointing certain persons as my Constituted Attorneys, to attend the Offices of the concerned Registrars/Sub-Registrars of Assurances at Mumbai/Bandra/Thane in the State of Maharashtra, and elsewhere in India, for the purpose of admitting execution of such deeds, documents, instruments and writings which have been or may hereaft executed by me as aforesaid.

**NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH THAT, I, MR. AGNISWARRAMANATH, do hereby nominate, constitute and appoint the following persons:-**

1. Mr. D.S. Kodak
2. Mr. B. Satish
3. Mr. Stephen Baptista
4. Mr. Pranesu Vilas Dhole
5. Mr. Abhijeet Prakash Phadke

jointly and/or severally to be my true and lawful Attorney/s (hereinafter referred to as "the Attorneys") in fact and in law, and for me and on my behalf, and in my name, to do, execute and perform, in respect of the deeds, documents,



622  
CG-86



instruments and writings which have been or may hereafter be executed by me as aforesaid, all or any of the following acts, deeds, matters and things, in the same manner and as effectually as I could now do or could hereafter do in respect thereof or relating thereto, and I hereby confer upon the Attorney/s and each of them, and they/ he/she shall have the following powers and authorities:-

1. To present and lodge the said deeds, documents, instruments and writings which have been or may hereafter be executed by me as aforesaid, in the Offices of the concerned Registrars/Sub-Registrars of Assurances in Mumbai/Bandra/Thane, in the State of Maharashtra, and elsewhere in India, and to admit execution of the same by me, and to do, execute and perform all acts, deeds, matters and things necessary for effectively registering the same.
2. GENERALLY, to do, execute and perform, or cause to be done, executed and performed, any act, deed, matter or thing in connection with the purposes of these presents, as amply, fully and effectively to all intents and purposes, as I myself could do on my own if these presents were not made.

AND I HEREBY DECLARE AND CONFIRM THAT all acts, deeds, matters and things which shall be done, executed and performed, or which shall be caused to be done, executed and performed by the Attorney/s in pursuance hereof, shall be as good and effectual to all intents and purposes as if the same had been done, executed and performed by me personally.

AND I HEREBY AGREE AND UNDERTAKE to ratify and confirm all and whatsoever the Attorney/s shall lawfully do, purport to do, or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, I have executed this Power of Attorney at Mumbai this 05 day of AUGUST, 2002.

SIGNED AND DELIVERED by the withinnamed Mr. Agniswar Ramanath )

① D.S. KODAK



③ Mr. Stephen Daples



Mr. Vishal DT81



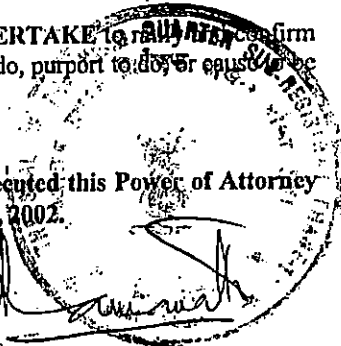
Mr. Salish



Mr. Salish



Mr. Babbar Phadnis



4022

CC-510

*A. Ramani*

9299/02



General Power of Attorney has been Executed  
By (1) Mr./Mrs. Agniswar Ramnath  
Aged 44 Years. P/W 2/1, Lady  
Occupation Service Residing at Ratan Tata Bldg,  
is my presence. The identity is proved by Guru Nanak Road,

- (1) Mrs. Sangeeta Fernandes Bandra (W)
- (2) Mr. Sachin Sahade Bhaukumbhari SD

To my satisfaction Received

*A. Ramani* Joint Sub-Registrar  
Mumbai Sub-Dist. Flat No-7,

Note - There is no addition, interlineation in this General Power of Attorney.

Date 16/8/02 Joint Sub-Registrar  
Mumbai Sub-Dist. Kalyan  
Santacruz (W)  
Mumbai 98

Wing Nehru  
Nagar  
RD, No. 5/65

Sant  
Vilepar (W)  
Mumbai 56

*(Signature)*  
*(Signature)*



6622  
CB-5U

DATED THIS DAY OF 2002

MR. AGNISWAR RAMANATH

TO

MR. D.S. KODAK & Ors.

POWER OF ATTORNEY



*Cur*  
*830*

aforesaid, in the Offices of the concerned Registrars/Sub-Registrars of Assurances in Mumbai/Bandra/Thane, in the State of Maharashtra, and elsewhere in India, and to admit execution of the same by me, and to do, execute and perform all acts, deeds, matters and things necessary for effectively registering the same.

2. GENERALLY, to do, execute and perform, or cause to be done, executed and performed, any act, deed, matter or thing in connection with the purposes of these presents, as amply, fully and effectively to all intents and purposes, as I myself could do on my own if these presents were not made.

AND I HEREBY DECLARE AND CONFIRM THAT all acts, deeds, matters and things which shall be done, executed and performed, or which shall be caused to be done, executed and performed by the Attorney/s in pursuance hereof, shall be as good and effectual to all intents and purposes as if the same had been done, executed and performed by me personally.

AND I HEREBY AGREE AND UNDERTAKE to ratify and confirm all and whatsoever the Attorney/s shall lawfully do, purport to do, or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, I have executed this Power of Attorney at Mumbai this 25<sup>th</sup> day of July, 2002.

SIGNED AND DELIVERED by the within named Mrs. Jessi Thomas

① D. S. KODAK



③ STEPHEN BAPTISTA

④ PRANESH VILAS DIGNIE

② SATISH

⑤ ABHJEET PRA BHAKAR PHADKE



422  
83-50

6 dms

सुकारिकातीत

9230/02



General Power of Attorney has been Executed  
By (1) Mr./Mrs.  
Aged 66 Years  
Occupation Service  
Residing at

Jessi Thomas  
Flat Lok Darshan,  
F- 685, Military  
Road, Marol, Andheri (E)

In my presence I

The identity is Proved by

(1) Mrs Sangeeta Fernandes Mumbai - 59  
(2) Mr Sachin A. Nalavade Flat - silver stick

*Sachin A. Nalavade*

Flat No. 7  
Karna, Sakinaka  
(E) Mumbai 98

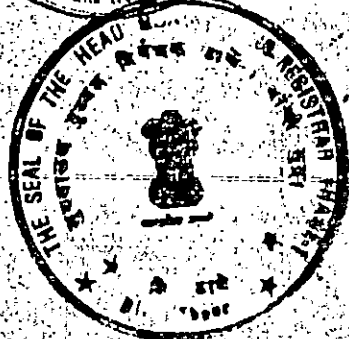
Note -  
There is no conflict of Interest in this General Power of Attorney.

Date 7/8/02

*Sachin A. Nalavade*  
Joint Sub-Registrar  
Mumbai 1, Mumbai Sub-Dist.

Khapri dar  
Sadan 4th  
Floor, Room No  
704 Parel  
Tank Rd,  
Kalaehauki  
Mumbai 33

(1) Fernandes  
(2) Galawade



CU22  
58-56

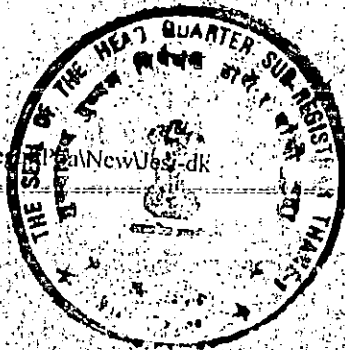
DATED THIS DAY OF 25th July 2002

MRS. JESSI THOMAS

TO

MR. D.S. KODAK & others

POWER OF ATTORNEY



2022  
83-50

9/12/2002

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

टनन1

दस्त क्र 8722/2002

56-50

0:59:17 am

टाणे 1

दस्त क्रमांकः 8722/2002

दस्ताचा प्रकारः करारनामा

क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव: प्रदलेगर इ. लि. चे अधिकारी श्री अ. रामनाथ व  
टाटा हाउसिंग डे. कं लि. चे अधिकारी श्रीमती जे थॉमस  
या  
प्राकार फडके  
पत्ता: घर/फ्लॅट नं: 36/अ  
गल्ली

लिहून देणार

वय 30

सही

*A. Vadke*

2 नाव: श्री सत्यजीत द्वारकानाथ वैदय  
पत्ता: घर/फ्लॅट नं: 704  
गल्ली/रस्ता:

लिहून देणार

वय 32

सही

*S. Vaidya*

इमारतीचे नाव: साकेत

इमारत नं: अ-5

पेठ/वसाहत:

शहर/गाव: टाणे

तालुका:

पिन: 40601

3 नाव: सी मीनल एस वैदय  
पत्ता: घर/फ्लॅट नं: 704  
गल्ली/रस्ता:

लिहून देणार

वय 27

सही

*S. Vaidya*

इमारतीचे नाव: साकेत

इमारत नं: अ-5

पेठ/वसाहत:

शहर/गाव: टाणे

तालुका:

पिन: 40601





दस्त गोषवारा भाग - 2

टनना

दस्त क्रमांक. (8722/2002)

56-56

दस्त क्र. [टनना-8722-2002] चा गोषवारा  
बाजार मुल्य : 1503462 मोबदला 2179580 भरलेले मुद्रांक शुल्क : 133150

पावती क्र.: 7731 दिनांक: 19/12/2002

पावतीचे वर्णन

नाव: श्री सत्यजीत द्वारकानाथ वेदय

दस्त हजर केल्याचा दिनांक : 19/12/2002 10:52 AM

निष्पादनाचा दिनांक : 19/12/2002

दस्त हजर करणा-याची सही :

20000 : नोंदणी फी

1940 : नक्कल (अ. 11(1)), पृष्ठांकनाची

नक्कल (आ. 11(2)),

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

एकत्रित फी

21940: एकूण

दस्ताचा प्रकार : 25) करारनामा

शिक्षका क्र. 1 ची वेळ : (सादरीकरण) 19/12/2002 10:52 AM

शिक्षका क्र. 2 ची वेळ : (फी) 19/12/2002 10:56 AM

शिक्षका क्र. 3 ची वेळ : (कबुली) 19/12/2002 10:58 AM

शिक्षका क्र. 4 ची वेळ : (ओळख) 19/12/2002 10:59 AM

दु. निबंधकाची सही, ठाणे 1

दस्त नोंद केल्याचा दिनांक : 19/12/2002 10:59 AM

ओळख :

दुय्यम निबंधक यांच्या ओळखीचे इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना

व्यक्तीस ओळखतात, व त्यांची ओळख पटवितोत:

1) अॅड. दिपकभि. राणे, घर/फ्लॅट नं: 48/10

गल्ली/रस्ता: -

ईमारतीचे नाव: नवसुयोग

ईमारत नं: -

पुस्तकसाहत: शिवाई नगर

शहर/गाव: ठाणे

तालुका: -

पिन: -

दु. निबंधकाची सही  
ठाणे 1

प्रमाणित करतात दस्त कोय दस्तामध्ये

एकूण 80 एवढे आहेत.

दुय्यम निबंधक ठाणे 1.

पुस्तक क्रमांक 943

क्रमांकावर नोंदले.

दुय्यम निबंधक

तारीख 9 माहे सन 2002

दिसेक





