



20 October, 2012

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.मुंबई महर 2

दस्त क्रमांक : 7935/2012

नॉरंफी 63
Regn. 63r

Rajesh Patil

गावाचे नाव : परेल-निवडी

- | | |
|--|---|
| (1) विनेकाचा प्रकार | कगारनामा |
| (2) मोबदला | ₹.16,849,600/- |
| (3) बाजारभाव(भाडेपट्ट्याच्या वाढितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) | ₹.11,694,500/- |
| (4) भू-मापन,पोटहिस्ता व धरकमांक(अमल्याम) | 1/431. पालिकेचे नाव: मुंबई मनपा इतर वर्चन : , इतर माहिती: ब्लॉक नं वी 705, 7 वा मजला,टोवर वी, वेरा विल्डींग, परेल विनेज, परेल मुं 12 |
| (5) क्षेत्रफळ | 75.61 चौ.मीटर |
| (6) आकारणी किंवा जुडी देण्यात असलेले तेंभू. | |
| (7) दस्तावेज करन देणा-या/मिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम,प्रतिवादिचे नाव व पत्ता | 1) नाव:- वे.शेवकार रिजल्ट्स अडॉंड डेव्हलपर्स तर्फे संचालक विकास मुना तर्फे मुळाव्या असोककुमार मराठणी 51;
पत्ता:-प्लॉट नं. , भाळा नं. , इमारतीचे नाव: शेवकार हाऊस, ब्लॉक नं. , रोड नं: इन्टर्न एकमेव हागचे पुना
शासन मु. ,
पिन कोड:- 400022
पॅन नं:- AAAC078JGF |
| (8) दस्तावेज करन देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम,प्रतिवादिचे नाव व पत्ता | 1)नाव:- डॉ.राजेश मंगारपाटील : वक.36;
पत्ता:-प्लॉट नं: 5, भाळा नं: मुळमजला, इमारतीचे नाव: डॉक्टर हार्टमें नं 1, ब्लॉक नं: , रोड नं: केशवराव खाटे ।
पिन कोड:- 400034
पॅन नं:- AOGPP6760A

2)नाव:- डॉ.सारीका राजेश पाटील : वक.31;
पत्ता:-प्लॉट नं: 5, भाळा नं: मुळमजला, इमारतीचे नाव: डॉक्टर हार्टमें नं 1, ब्लॉक नं: , रोड नं: केशवराव खाटे ।
पिन कोड:- 400034
पॅन नं:- AOGPP6747P; |
| (9) दस्तावेज करन दिव्याचा दिनांक | 17/10/2012 |
| (10) दस्त मॉदणी केल्याचा दिनांक | 17/10/2012 |
| (11) अनुक्रमांक, खंड व पृष्ठ | 7935/2012 |
| (12) बाजारभावप्रमाणे मुद्रांक शुल्क | ₹.853,000/- |
| (13) बाजारभावप्रमाणे मॉदणी शुल्क | ₹.30,000/- |
| (14) शेर | |

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

Null

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

Wednesday, October 17, 2012
3:25 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 8146 दिनांक: 17/10/2012

बाबाचे नाव: परेल-शिवडी
दस्तऐवजाचा अनुक्रमांक: बबइ2-7935-2012
दस्तऐवजाचा प्रकार: करारनामा
सादर करणाऱ्याचे नाव: डॉ राजेश बंयासर पाटील

नोंदणी फी	₹. 30000.00
दस्तऐवजाची फी	₹. 1460.00
वाटाएली	₹. 20.00
पृष्ठांची संख्या: 73	

एकूण: ₹. 31480.00

आपघास हा दस्तऐवज बंदाने 3:45 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, मुंबई 2
सह दुय्यम निबंधक

DELIVERED

वाचानुसृत: ₹. 11694500/-

भरलेले मुद्रांक शुल्क: ₹. 853000/-

मोबदला: ₹. 16849600/-

मुंबई शहर क्र. २

मुद्रांक निवम: (एक) कोषत्याही महानगरपालिकेच्या हद्दीत किंवा स्थानगत असलेल्या कोषत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोषत्याही नागरी क्षेत्रात

1) देवकाचा प्रकार: By Cash रकम: ₹. 1480/-

2) देवकाचा प्रकार: By Demand Draft रकम: ₹. 30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 009582 दिनांक: 16/10/2012

बँकेचे नाव व पत्ता: ICICI Bank

DELIVERED

मूल्यांकन पत्रक

मुल्यांकनाचे वर्ष 2012
 जिल्हा मुंबई(मेन)
 प्रमुख मुल्य विभाग - 11-परळ, शिवडी डिव्डीजन
 उपमुख्य विभाग - 11/84 -भूभाग: पूर्वस बॅरीस्टर नाथ पे मार्ग, टि. जिवराज म...
 रफी अहमद किडयोई मार्ग, पश्चिमेस जी.डी.आंबेकर मार्ग, उत्तरस
 जेरबाई वाडीया मार्ग यामधील भूभाग.
 मिळकतीचा क्रमांक सि.टी.एस. नंबर -- 1/431
 नागरी क्षेत्राचे नांव मुंबई(मेन)
 मिळकतीचे वर्गीकरण बांधीव

दिनांक 10/17/2012



बाजार मूल्य दर तक्त्यानुसार प्रति चौ. मीटर मुल्यदर

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	आवक्याचे
66,500	147,300	184,100	202,600	147,300

मिळकतीचे क्षेत्र	75.61	चौरस मीटर	बांधकामाचे वर्गीकरण	1-आर सी सी
मिळकतीचा वापर	निवासी सदनिका		उदवाहन सविधा	आहे
मिळकतीचे वय	0 TO 2	(Rule 5)	मजला	7

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर * घसारा टक्केवारी (Rule 5, or 8)
 = 147,300.00 * 100.00 /100
 = 147,300.00

A) मुख्य मिळकतीचे मुल्य (Rule 19 or 20)
 = घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर * मिळकतीचे क्षेत्र * मजला नित्यय घट/वाढ
 = 147,300.00 * 75.61 * 105.00 /100
 = 11,694,220.65

एकत्रित अंतिम मूल्य = मुख्य मिळकतीचे मुल्य + तळघराचे मूल्य + पोटमाळ्याचे मूल्य + खुल्या जमिनीवरील वाहन तळघरे मूल्य +
 वंदिस्त वाहन तळघरे मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य
 = A + B + C + D + E + F + G + H
 = 11,694,220.65 + 0.00 + 0.00 + 0.00 + 0.00
 + 0.00 + 0.00 + 0.00 + 0.00
 = 11,694,221.00

बबई - २
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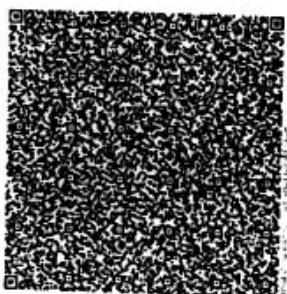
INDIA NON JUDICIAL
Government of Maharashtra

e-Stamp

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



Certificate No.	IN-MH1203042171892K
Certificate Issued Date	17-08-2012 11:31 AM
Account Reference	: SHCIL (FI) mhshci01/SRO-CUSTOM MH-MUM
Unique Doc. Reference	: SUBIN:MHMHSHCIL0112880507985243K
Purchased by	: Dr Rajesh Gangadhar Patil and Dr Sarika R Patil
Description of Document	: Article 25(b)to(d) Conveyance
Property Description	: Flat No.B-705,7th Flr,Tower (Wing) B,Veda Bldg,Parel Village,Parel-Sewree Division,Parel,Mumbai-12
Consideration Price (Rs.)	: 1,68,49,600 (One Crore Sixty Eight Lakh Forty Nine Thousand Six Hundred only)
First Party	: Messers Omkar Realtors and Developers Pvt Ltd
Second Party	: Dr Rajesh Gangadhar Patil and Dr Sarika R Patil
Stamp Duty Paid By	: Dr Rajesh Gangadhar Patil and Dr Sarika R Patil
Stamp Duty Amount(Rs.)	: 8,53,000 (Eight Lakh Fifty Three Thousand only)

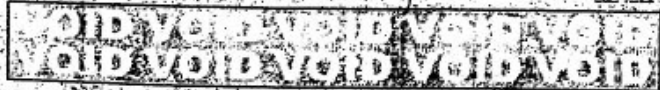


Please write or type below this line.....

T. Patil
17/10/12
[Signature]
17-10-12

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ZK 0002080387



Statutory Aler:

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

SHCIL- MAHARASHTRA

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

Tel : 022-61778151

E-mail :

Mode of Receipt

Account Id mhshcl01

Account Name SHCIL- MAHARASHTRA

Receipt Id RECIN-MHMHSKCIL0111872756221631K

Receipt Date 17-OCT-2012

Received From Dr Rajesh Gangadhar Patil and Dr Sarika R Patil	Pay To
Instrument Type PAYORDER	Instrument Date 16-OCT-2012
Instrument Number 009581	Instrument Amount 853000 (Eight Lakh Fifty Three Thousand only)
Drawn Bank Details	
Bank Name ICICI Bank Ltd	Branch Name Mumbai
Out of Pocket Expenses 0.0 ()	



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This Agreement For Sale of Flat is made and entered into at Mumbai on this 17th day of October 2012;

Between

Messrs Omkar Realtors & Developers Private Limited, a Company incorporated under the provisions of Companies Act, 1956, having its registered office at Omkar House, Off. Eastern Express Road, Parel Signal, Sion, Mumbai - 400 022 hereinafter referred to as "the Promoter" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of One Part;

And

DR. RAJESH GANGADHAR PATIL & DR. SARIKA RAJESH PATIL, hereinafter referred to as "the Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/its/their respective heirs, executors, administrators and permitted assigns) in case of Partnership Firm is the Purchaser then Partners from time to time of the said Firm, the heirs, executors, administrators of the said last surviving Partner of the Second Part;

Whereas:

- a) The Municipal Corporation of Greater Mumbai is the owner of the property situate at Village Parel bearing Cadestral Survey No. 1/431 of Parel - Sewree Division at Parel Tank Road, Parel, Mumbai - 400 012 within F/South Ward of Municipal Corporation of Greater Mumbai admeasuring 8601.31 sq.mtrs. or thereabout within the Registration Sub - District and District of Mumbai City and Mumbai Suburban and more particularly described in the First Schedule hereunder written and it is censused slum;
- b) The aforesaid property referred in first schedule is hereinafter referred to as "the said property";
- c) The slum dwellers occupying the said Property formed a Co-operative Housing Society called Khaprideo Co-op. Housing Society Limited registered under the Maharashtra Co-operative Societies Act, 1960 (hereinafter referred to as "the said Society");
- d) The said Society has entered into a Development Agreement dated 13th April, 2006 made with the Promoter herein with regard to the development of the said Property under slum rehabilitation scheme. The said society also executed Power of Attorney dated 13th April, 2006 in favour of two Directors of the Promoters;
- e) The Slum Rehabilitation Authority has issued LOI bearing No. SRA/ENG/676/FS/ML/LOI dated 3rd June, 2006 under the provisions of D.C. Regulation 33 (10) read with Appendix IV of the D.C. Regulation for the development of the said Property to Messrs Omkar Enterprises, which is now known as "Messrs Omkar Realtors & Developers Pvt., Ltd.," the Promoters herein;
- f) By an Intimation of Approval No. SRA/ENG/ 1683/FS/ML/AP dated 6th August 2011 the Slum Rehabilitation Authority has approved the

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proposal of the construction of Sale Building to be erected on the said Property;

- g) By its letter bearing No. SRA/ENG/1683/FS/ML/AP dated 21st April, 2008, reendorsed from time to time and on the last occasion being 6th August 2011, the Slum Rehabilitation Authority has granted Commencement Certificate under Section 44 and 69 of the Maharashtra Regional & Town Planning Act, 1966 and other applicable provisions to carry on construction of a Building on the said Property;
- h) The Promoter has started construction of Rehab Tower(s)/Wing(s) on the designated portion of the said property in consonance with approved plans as shown in the layout plan annexed herewith and marked as Annexure "A";
- i) The Building comprising two Towers to be constructed for the purpose of sale on part of the said property as shown on the layout plans, as aforesaid are numbered as Sale Tower(Wing) No. A; Sale Tower (Wing) No. B;
- j) As per the present plan approved for the said Towers(Wing), the details of the said Towers (Wing) are as under:-

Tower (Wing)	Name	Composition
"A"	VEDA	Lower ground floor + four level podium + First Amenity floor + 17 upper floors (viz 1 st floor to 17 th floor) + Second Amenity floor at 18 th floor level + 2 upper floors (viz 19 th floor and 20 th floor)
"B"	VEDA	Basement + Lower ground floor + four level podium + First Amenity floor + 17 upper floors (viz 1 st floor to 17 th floor) + Second Amenity floor at 18 th floor level + 2 upper floors (viz 19 th floor and 20 th floor)



The Promoter has further informed to the Purchaser that after seeking necessary approval pertaining to upper 15 (fifteen) additional floors above the existing floors, as aforesaid, such additional floors will be constructed in consonance with such approval / permissions;

- k) The Promoter has started construction work of the sale Building and shall construct a Tower(s)/ (wing(s)) as shown on the layout plan enclosed herewith. The aforesaid portion on which the sale Tower(s)/(wing(s)) is being constructed shall hereinafter be referred to as "the said Sale Plot";
- l) The Promoter is offering residential flats on ownership basis together with beneficial right for car parking space under stilt/in the basement/on Podium/in the compound in the said Sale Tower (Wing(s));
- m) The Purchaser has seen the following:-

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(Handwritten signatures and dates)
 16/10/12

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- (i) Development Agreement dated 13th April, 2006 between the said Society and the Promoter;
- (ii) Power of Attorney executed by the said Society dated 13th April, 2006 in favour of two Directors of the Promoter;
- (iii) LOI dated 3rd June, 2006 issued by the Slum Rehabilitation Authority;
- (iv) Intimation of Approval dated 8th June, 2006 issued by the Slum Rehabilitation Authority;
- (v) Commencement Certificate dated 6th August, 2006 issued by the Slum Rehabilitation Authority;
- (vi) Sanctioned Plan of the Sale Building to be constructed on the said Property;
- (vii) The Property Card of the said Property;
- (viii) The Title Certificate dated 14th May, 2009 of M/s. Law Firm of Khonas, Solicitors.
- n) The Purchaser has agreed to acquire from the Promoter residential Flat No. B-705 in Tower (Wing) "B" on the 7th floor of the Building viz. "Veda" at Parel being constructed on the said Property for the consideration and on the terms and conditions as set out hereinafter and both the parties are executing this Agreement as required under the Maharashtra Ownership Flat Act, 1963 (MOFA, 1963);



- o) Income Tax Permanent Account Number of the Parties are as under:-

Name Of The Party	PAN No.
M/s. Omkar Realtors & Developers Pvt. Ltd.	AAACO7919F
Dr. Rajesh Gangadhar Patil, Dr. Sarika Rajesh Patil,	AOGPP6760A AOGPP6747P

Now This Agreement Witnesseth And It Is Hereby Agreed By And Between The Parties Hereto As Follows:-

- The parties herein agree and declare that the recitals as incorporated hereinabove shall form the integral part of operative part of this agreement.
- The Promoter shall sell to the Purchaser/s and the Purchaser shall purchase from the Promoter on "ownership basis" residential flat No. B-705 ("the said flat") on the 7th floor in Tower (Wing) "B" in the building "Veda" ("the said building") being constructed on "the said sale plot". The said building shall be constructed on the plot of land more particularly described in the First Schedule hereunder written. The said flat is more particularly described in the Second Schedule hereunder written. Both the Purchaser shall hold 50% undivided share, rights, title and interest each in the said flat.
- The said Building shall be constructed by the Promoter in accordance with the plans, designs, specifications approved by the concerned authority and which have been seen and approved by the Purchaser

[Handwritten signatures and initials]
16/10/12

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7. The Purchaser/s is/are aware that the area of the said flat may increase or decrease to the extent of 5% of the area mentioned herein. If the area of the said flat increases or decreases to the extent of 5%, the consideration payable under this Agreement shall be proportionately adjusted.
8. At the request and instance of the Purchaser/s and for the convenience of the Purchaser/s, the Promoter has granted and permitted the Purchaser/s to park his/ her/ their light motor vehicles in 1 car parking space on podium/under stilt/the lower basement/upper basement/ the compound, which the Purchaser/s shall be entitled to utilize for his/ her/ their personal use without payment of any consideration by shall be governed and controlled by the Society or Common Organization of the Purchasers of flat(s) in the sale tower(s)(wing) "A" and "B" of the building. The location and other details viz. car park numbering, etc. shall be intimated at the time of handing over of possession of the said flat.
9. The Purchaser/s agree/s to pay to the Promoter interest per annum on all amounts, which become due and payable by the Purchaser/s to the Promoter under the terms of the Agreement, from the date the said amounts become payable by the Purchaser/s to the Promoter till payment and/or realization.
10. It is an essential and integral term and condition of this Agreement that only upon the payment of full amount of the purchase price and other amounts, charges, dues, outgoing, etc. payable hereunder, having been paid on its due date/s without any default by the Purchaser/s to the Promoter (and not otherwise), will the Purchaser/s have or be entitled to claim any rights, against the Promoter under this Agreement and/or in respect of the said flat.
11. The Purchaser shall pay to the Promoter the installments of price mentioned in clause 6 within 15 days of intimation by the Promoter that installment has become due on their respective due dates, time being the essence of the contract. The Purchaser agrees to pay to the Promoter the installments of price mentioned in Serial (1) within 15 days from the date of demand by the Promoter without demur.
12. In the event of the Purchaser/s making any default in payment of any installment of the purchase price and/or other payments under this Agreement on their respective due dates and/or in observing and performing any of the terms and conditions of this Agreement and the default continuing, in spite of 15 days' notice to be sent by the Promoter to the Purchaser/s to remedy the breach, the Promoter will be entitled to terminate this Agreement in which event the consequences hereinafter set out shall follow:-
 - (a) The Purchaser/s shall cease to have any right against the Promoter in respect of the said flat or any part thereof;
 - (b) The Promoter shall be entitled to sell the said flat at such consideration and on the terms and conditions and to such other person or party as the Promoter may in its absolute discretion deem fit and proper;



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[Handwritten signatures and initials]

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(c) on the realization of the entire consideration from such other person or party of the said flat the Promoter shall refund to the Purchasers the amount paid by the Purchaser/s to the Promoter in pursuance of this Agreement after deducting there from:-

- (i) 10% of the purchase price of the said flat which shall stand forfeited by the Promoter;
- (ii) the taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said flat up to the date of termination of this Agreement;
- (iii) the amount of interest payable by the Purchasers to the Promoter in terms of this Agreement from the dates of default in payment till the date of realization of the same;
- (iv) in the event of the said resale price being less than the purchase price mentioned herein, the deficit;
- (v) brokerage, if any paid by the Promoter while buying the said flat in the name of the Purchaser/s;
- (vi) the costs incurred by the Promoter in finding a new buyer for the said flat;



In case the amount to be deducted under this clause exceeds the amount received from the Purchaser towards the purchase price, then the Promoter shall recover the shortfall from the Purchaser, which the Purchaser agrees and undertakes to pay within 15 days from the date of demand.

(d) The Promoter shall not be liable to pay to the Purchaser/s any interest, compensation, damages, costs or otherwise. The said amount shall be accepted by the Purchaser/s in full satisfaction of all his/her/its/their claims under this Agreement and/or in or to the said Flat;

13. The Promoter shall give possession of the said flat to the Purchaser on or before **15th June, 2014**, subject to extension of time for a further period of 6 (Six Months). If the Promoter fails or neglects to give possession of the said flat to the Purchaser/s except on account of reasons beyond its control and of its agents, as per the provisions of Section 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, (hereinafter, for the sake of brevity referred to as "MOFA"), by the aforesaid date/s and/or by the date or dates prescribed in Section 8 of MOFA, 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, at 9% per annum simple interest, from the date the Promoter receives the same, till the date the amounts and interest thereon are repaid. Provided that by mutual consent it is hereby agreed that the dispute as to whether the stipulation specified in Section 8 have been satisfied or not will be referred to the arbitration of an independent person nominated by the Promoter who will act as a sole Arbitrator. Till the entire amount and interest thereon is refunded by the Promoter to the Purchaser/s, there shall subject to prior encumbrances if any, be a charge on the said flat as well as the construction of the building in

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which the said flat is situated or were to be situated, provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said flat, if the completion of the building in which the said flat is to be situated is delayed on account of:-

- (i) non-availability of steel, cement, other building materials, sufficient water or electricity supply;
- (ii) war, civil commotion or act of God;
- (iii) any notice, order, rule, notification or directive of the Government and/or any other competent authority or any Court or Tribunal or any quasi-judicial body or authority;
- (iv) other force majeure or unforeseen circumstances or conditions or other causes beyond the control of the Promoter or its agents.

14. The following expressions used herein shall mean the following, namely:-

- (a) "The said Flat" shall mean the flat No. B-705, 1st floor, in "B" Tower(Wing);
- (b) "Possession Date" shall mean 15th June, 2014;
- (c) "Address of the Purchaser" shall mean Room No. Ground Floor, Doctors Quarter-1, Keshavrao Khande Road, Haji Ali, Mumbai-400034.,
- (d) "Building Name" shall mean "Veda";
- (e) "Monthly Contribution" shall mean Rs. 8,867/- (Rupees Eight Thousand Eight Hundred Sixty Seven and Paise Zero Only) per month;
- (f) "The Carpet Area" shall mean the net usable floor area within a building excluding that covered by the walls or any other areas specifically exempted from floor space index computation under D.C. Regulations. The carpet area of the flat shall include the area of the balcony of such a flat. The carpet area of the said flat is 678 sq. ft. i.e. 63 sq. mts.;
- (g) The term "Purchaser" herein may include the female gender or in the event there is more than one Purchaser, the derivative term used herein with reference to the said expression shall be construed accordingly. If the Purchaser is a Partnership Firm, the said term unless repugnant to the context or meaning thereof mean and include the partners from time to time of the said firm and the heirs, executors and the executors of the last surviving partner. If the Purchaser is a Company or Society, the said term shall wherever appropriate mean and include its successors and assigns. In other cases, the said term wherever appropriate shall mean and include all persons claiming right, title and interest through such Purchaser including his/her/their successors in interest.

15. The sanctioned Plans include the provisions for Niche; Duct and Slabs; Flower beds; Elevational Features; AHU etc... of about 287 sq. ft. for

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beneficial use of the said flat. The Purchaser shall not be entitled to claim use of similar facilities available with other flats.

16. In the brochures about the said Sale Building and/or in some other places the area of the flat may have been described in terms of built up/saleable area. In such a case the built up/saleable area of the building shall mean and include:-

- (i) Area of all the floors measured from external faces of the building including flat, staircase lobbies, lifts, lift lobbies, toilets, WCs, niche, service passage;
- (ii) Staircases cabin, lift, lift machine room, lobby at terrace level;
- (iii) Entrance lobby, lift, staircase, lobby at stilt level;
- (iv) Refuge Floors if provided;
- (v) Service floors if provided;
- (vi) AHU, Telephone Concentrator Room, Electrical Control Rooms, Service Ducts, Pantry/Store;
- (vii) Area for Car lifts and Car lift Machine Rooms (if any);
- (viii) Any other common area not included above.



17. In the brochure about the Sale Building and/or website of the Promoter and/or in any advertisement material to be published by the said Promoter in any print or electronic media, the Promoter may have represented certain facilities, certain qualities of construction and pictures depicting the said Sale Building. The Purchaser is aware that there may be changes in the actual facade of the Sale Building, amenities, which may be provided by the Promoter to the Purchaser which are listed in this Agreement. The Purchaser/s will not hold the Promoter responsible for any misrepresentation, or non disclosure of facts due to such brochures and/or advertisement material published by the said Promoter. In case of conflict between such brochures and advertisement material on one hand, and this agreement on the other hand, what is stated in this agreement shall prevail.

18. The Purchaser shall have pro rata undivided share in the common area and facilities in the aforesaid Sale Plot and also in the limited common area and facilities.

19. The common area and facilities for the whole of the Sale Plot are as under:-

- (i) Paving around the Tower as per the Rules of Municipal Corporation of Greater Mumbai;
- (ii) Compound lights and entrance lobby;
- (iii) The plot on which Generators (if any) are lodged;
- (iv) Automobile and/or Passenger Lifts;

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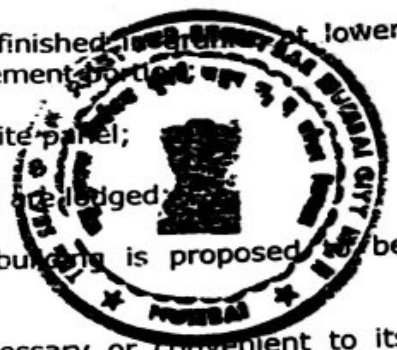
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- (v) The installation of Central Services such as Electricity, water, Tanks/Pumps, motors, ducts and in general all apparatus and all installations fittings and fixtures which may be provided for common use;
- (vi) Outdoor Unit for Centralized Air-conditioning, addressable fire alarm systems with smoke detectors in common area, sprinkler system and corridors, Boom Barriers;
- (vii) D.G Back-up for lighting and common services (excluding Air-conditioning);
- (viii) R.C.C. underground, overhead tanks and rain water harvesting tanks with required number of pumps of approved capacity and make;
- (ix) RCC Staircase with tread and riser finished, located at lower ground floor and above & Kota in basement;
- (x) Glass Facade with Aluminum Composite panel;
- (xi) The plot on which Generators (if any) are lodged;
- (xii) The said sale plot on which the building is proposed to be constructed.
- (xiii) All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use (unless included in limited common areas and facilities). All of the above facilities are subject to approval from MCGM.



20. The limited common facilities for said flat are as under:-

- (i) Common Toilet(s), if any;
- (ii) Terrace / areas at the respective floor;
- (iii) R.C.C. underground tanks and rain water harvesting tanks with two pumps of approved capacity and make for the said Tower (Wing);
- (iv) R.C.C. staircase with kadappa treads, R.C.C. pardi with wooden hand railings / M. S. Railings;
- (v) One light point per landings;
- (vi) Passages on the ground floor as well as each floor of the building.

21. The Promoter has informed the Purchaser/s and the Purchaser/s is/are aware and hereby accepts and agrees and give irrevocable Consent to the Promoter as under:-

- (i) to develop the said property along with other adjacent property or properties as an integrated development of larger complex;
- (ii) to grant any Right of Way or license of any right through, over or under the said property to any person or party including

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occupant, purchaser or person entitled to any area or areas in any Building(s) which may be construction by the Promoter on the said property or any other adjoining property or properties to the said property or to any other person as the Promoter may desire or deem fit;

- (iii) to revise the boundary or area of the layout in respect of the said property and to submit any revised layout or amended building plans for the purpose of revision of the layout in respect of the said property as the Promoter may desire or deem fit from time to time;
- (iv) to amalgamate or sub-divide or club the aforesaid scheme with the other scheme/s on the said property under any other Regulations or on any other adjoining property or properties as the Promoter may desire or deem fit in an absolute discretion;
- (v) to take benefit of any approval of development rights which may become available in respect of the said property and any other property or properties either adjoining the said property or otherwise as may be permissible in law;
- (vi) that the right of the Purchaser/s shall be restricted only to the said flat and the Purchaser/s shall have no right to any space, area or inside or outside the building and the same shall continue to belong to the Promoter;
- (vii) it is repeated for the sake of clarity that the right of the Promoter to revise the layout and redevelop any portion(s) of the said property is neither affected nor restricted in any manner on account of the execution of this Agreement in favour of the Purchaser/s herein and all such rights are reserved unto the Promoter without any restriction in any manner whatsoever;
- (viii) notwithstanding what is contained herein to the contrary, the Purchaser/s do hereby irrevocably authorize the Promoter to submit any revised plan for the purpose of making any amendment, change or modification in the Building Plans in respect of the said Building in which the Purchaser/s has/have agreed to purchase the said flat as provided in the Maharashtra Ownership of Flats Act, 1963, as the Purchaser/s is/are aware that the Promoter has balance Floor Space Index (FSI) and/or development rights in respect of the said property and/or the Promoter may become entitled to any additional development rights or FSI in future and the Promoter intend to construct either additional floor or floors, annex structures or additional wings to the said building and the Purchaser/s has/have no objection or dispute regarding the same in any manner whatsoever;
- (ix) the Promoter may construct a separate Rehab Wing or building or additional floors for the accommodation of eligible slum dwellers who may become eligible in a future date;
- (x) the Transferable Development Right (T.D.R.) and/or the Development Right Certificate (D.R.C.) which may be at any time issued for the said property or any part of the property or arising out of Development of the said property shall always belong to



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the Promoter. The Purchaser or the common organization of all Purchasers will not have any share, right, title, interest or claim therein. The Promoter shall be entitled to sell, dispose of or alienate the Transferable Development Right (T.D.R.) and/or Development Rights Certificate (D.R.C.) of the said Property or any part thereof to any person or persons of their choice. The price or Consideration received by selling, transferring or alienating such T.D.R., D.R.C. shall always belong absolutely to the Promoter. The Purchaser or the common organization will not have any share, right, title, interest or claim therein. If required by the Promoter requisite provision will be made in Lease or Assignment of the property in favour of the common organization of all the flat Purchasers;

- (xi) if any, further FSI is granted or any further FSI is available by use of any T.D.R. or otherwise hereafter even after execution of Lease or Assignment in favour of Society, then the Developers shall have exclusive right to use such FSI/TDR and to carry out such construction on the said property or on the building constructed on the said property. The Purchaser and the Society will not have right to carry on any further construction or possible by use of any T.D.R. or otherwise any further F.S.I. even permitted in future. However, the costs, charges and expenses of such construction shall be borne and paid by the Developers. The Purchaser and the Society will not object to carrying on such construction by the Developers;
- (xii) if any time further construction is carried on, as herein before provided, by the Promoter, then he shall be entitled to sell Flat(s) in such further construction on ownership basis to others for their own benefit and shall be entitled to the price and consideration received from them for their own use and benefit. The Purchaser and the said society will not have any share, right, title, interest or claim therein. The Society/ Association of Purchasers or Limited Company shall admit the Purchasers as a members of such new and/or additional construction in the society without charging any fees, transfer fees or consideration except normal admission fee and share money amounting to Rs. 600/- from each of them to acquire shares of Society;
- (xiii) the aforesaid provision regarding construction to be carried on in future by the Promoter and their right to sell the same on ownership basis and the Society/ Association of Purchaser or Limited Company to admit such Purchaser as member shall continue to remain in effect even after the project is completed;
- (xiv) the Purchaser/s declare and confirm that he/she/they/it are aware that the Building in which the said flat(s) is/are situate may be interconnected building alongwith other building/s under development by the Promoter and the Purchaser have nothing to do with the ground area and the same are not in proportion to each other and the Purchaser/s shall not be entitled to claim any further or other right to the area other than the ground area under its Sale Building and the plinth area and/or the said sale plot beneath the plinth area of the Sale Building;
- (xv) so long as it does not in any way affect or prejudice the right of the Purchaser/s in respect of the said flat(s), the Promoter shall

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be at liberty to sell, convey and transfer or otherwise to deal with all other flat(s) and spaces in the said building or otherwise deal with its right, title and interest in the said Property and/or in the said building in any manner it may deem proper;

- (xvi) there are separate accesses to the building(s) for the occupants of the Rehabilitation Building(s) and for the Purchaser of the Sale Building. The Promoter may grant right of way to the other Rehab residents and users, inter alia, prospective Purchasers of other sale wing / building in the revised layout as aforesaid, from the access which will be used by the Purchaser/s;
- (xvii) the Purchaser/s is/are aware that the total sanctioned FSI for the said property may not be fully consumed in-situ and the balance FSI may be consumed on the said Sale Building by constructing additional flats or additional wings or building. The Purchaser/s hereby gives his/her/their/its consent and No Objection for any such further construction to be carried on the said property and/or on the said Sale Building, by way of further levels or by way of new Wing or Wings or separate structure or building by the Promoter in future;
- (xviii) the Purchaser shall not let, sub-let, transfer assign or part with the said flat(s), interest or benefit of this Agreement or part with the possession and/or personal license of the said flat(s) until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and only if the Purchaser have/had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Promoter have permitted in writing to the Purchaser/s in that behalf. The Promoter will be entitled to impose such condition including payment of transfer fees as may be decided by the Promoter for giving Consent for such Transfer;



- (xix) the Purchaser/s shall observe and perform all the rules and regulations which the Society/Common Organisation of Purchaser of flats may frame at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said flats and on the observance and performance of the Building Rules, Regulations and Laws for the time being of the concerned authority/authorities. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Society/Common Organisation of Purchasers of flats regarding the occupation and use of the said flat(s) and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;
- (xx) the Promoter has furnished to the Purchaser the particulars of estimated outgoings of the said flat;
- (xxi) till a Lease or Assignment of the said sale plot and the said building is executed, the Promoter shall be entitled with or without workmen, surveyors agents and others, at all reasonable times, to enter into the said flat(s) and the said Building or any part thereof to view and examine the state and conditions thereof;

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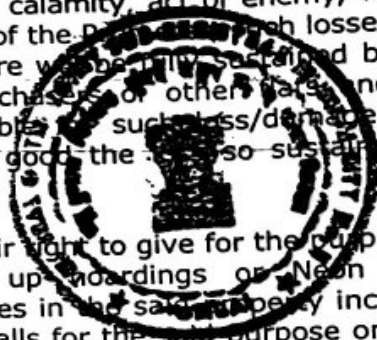
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(xxii) the Promoter may sell, transfer or assign all their rights, title and interest in the said property (subject to the rights and interests created in favour of the Purchaser) including in respect of the unsold flats in the said Building but without in any manner affecting the Purchaser's rights;

(xxiii) the Purchaser/s has/have already inspected the site and acquainted himself with the nature of the Promoter's title to the said property and their right to sell the said flat on "Ownership basis" and shall not raise any requisition or objection thereto hereafter;

(xxiv) the possession of the Common Areas in the said Saleable Building shall remain with the Promoter whose responsibility shall be to supervise (through the Maintenance Agency) the maintenance and upkeep of the same until the same is taken over as per applicable laws or directions of the Government/ Statutory body, by the common organization of the purchasers or any other body or Association formed as per provisions of the law;

(xxv) if the building or any part thereof gets demolished and/or gets damaged on account of any act of God including earthquake, riots, floods or any other natural calamity, act of enemy, war or other causes beyond the control of the Promoter, the losses and damages incurred to the structure shall be borne by the Purchaser/s along with the Purchaser/s or other persons and the Promoter shall not be responsible for such loss/damage. The Purchaser/s shall have to make good the loss/damage so sustained by them;



(xxvi) The Promoter hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings etc on any open spaces in the said property including the terrace and compound walls for the said purpose on such terms and conditions as the Promoter may desire. The said right shall continue to subsist even after the execution of Lease or assignment of the said sale plot and the said building in favour of the estate or common organization to be formed by the flat Purchasers;

(xxvii) if any, Municipal rates, taxes, cess, assessments are imposed on the said property due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said property, the same shall be borne and paid wholly by the Promoter. The Promoter shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The flat Purchaser/s will not object to the same for any reason whatsoever and shall allow the Promoter, their agents, servants, etc. to enter into the said property, the terrace and any other open spaces in the said property for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoter shall be entitled to transfer or assign such right to any person or persons whom they may deem fit and the flat Purchasers or the estate or

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common organization to be formed by the flat purchasers shall not raise any objection thereto;

(xxviii) that ramp as shown on the plan annexed hereto as **Annexure "F"** to be constructed to provide access to podiums and upper floors in sale building in a marginal open space between sale building and adjoining rehab building shall be under common use of the occupants / societies of occupiers of these two buildings viz. sale building and rehab building. The portion of the said Ramp as shown in light green wash on the plan annexed hereto shall be used by the occupiers in Rehab buildings in times of exigencies such as fire (fire safety requirements), maintenance to rehab building etc.. None of the two societies shall be entitled to construct a wall dividing the said open space over and/or beneath the ramp as marked in the plan. Further no occupier neither of sale building nor of rehab building shall be entitled to park their vehicles including cycles, bicycle etc... Notwithstanding aforesaid, respective societies shall have a right over respective part of the said open space as per notional subdivision, as shown on the plan annexed hereto, which may be approved by Slum Rehabilitation Authority / concerned Authorities and shall sign such document(s)/writing(s) and/or grant consent to the society as may be required for various purposes inter alia demarcation, mutation, revenue records, facilitating lease in favour of societies, etc.

(xxix) within one month of the possession of the Purchaser/s points out in writing any defect in construction, then the said defect shall be rectified by the Promoter.

22. The Purchaser is aware that the Promoter or the Maintenance Agency nominated by the Promoter shall provide certain Maintenance Services in the said Sale Building until expiry of 3 years from the date of obtaining full Occupation Certificate. The Purchaser hereby agrees to pay his share of costs, charges, expenses and fees payable for the said services to the promoter or the Agency as the case may be. Thereafter the said Society/Common Organization of flat Purchaser/s shall enter into Maintenance and Service Agreement with the Promoter and/or the said Agency appointed by the Promoter for Maintenance and Services in the said Sale Building for such fees and on such terms and conditions as may be agreed upon. This condition is on essence of the contract.
23. The Purchaser state that it is in his/her/its/their interest to help the Maintenance Agency in effectively keeping the flat(s) and the said building secured in all ways. The Purchaser/s hereby agrees and accepts that for security reasons, the Maintenance Agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/ visitors to the same building. However, it has been made clear to the Purchaser/s that the entire internal security of the Flat shall be sole responsibility of the owner/ Purchaser/ occupant and the Promoter or the Maintenance Agency shall not be responsible for any theft, loss or damage suffered by the Owner/Purchaser/Occupant.
24. The Purchaser/s agrees that the Purchaser/s shall from time to time sign all relevant applications, papers, documents, and do all the acts, deeds and things in pursuance to the transaction as the Promoter may require for safeguarding the interests of the other Purchaser/s of flat(s)

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of the said sale building including the Purchaser/s. The Purchaser/s shall ensure that in the event the Purchaser/s gives possession of the said flat(s) to any third party by way of lease or Licensee or otherwise, such person shall from time to time, sign all applications, papers and documents and do all other acts, which the Promoter may require for safeguarding the interests of the Purchaser/s of the flat(s) of the said Sale Building.

25. There may be separate Co-operative Society or common organization in respect of the Towers of the Sale building standing on the said property or there may be one Co-operative Society or common organization of the both the Towers of the Sale building. The decision of the Promoter in respect of the formation of the Society and grant of Lease or Assignment of the said sale plot and the said building shall be valid and binding on the Purchaser and such Society/Societies or common organization.
26. As per clause 1.11 of the Appendix IV to the Development Control Regulation No. 33 (10), there will be lease by MCGM separately in favor of the Society of the flat purchaser of the Sale Building for the Sale Building in respect of the land under the Sale Building or if necessary, jointly with the society of the slum developers or by way of Sub-lease as the case may be. The said lease shall be for a period of thirty years to be renewed for another 30 years with yearly rent of Rs.1001/-. Such lease may be in favor of the promoter or the Co-operative society/common organization of the flat Purchaser/s. The Promoter shall endeavor to take all necessary steps to get the lease or Assignment of the said sale plot and the said building executed and registered within a period of 3 (three) years after all the flats are sold by the promoters or within a period of 3 (three) years of registration of the society, whichever ever may be later.
27. The Flat Purchaser is aware that there is going to be building(s) / wing(s) which shall be constructed on a portion of the said property for accommodating the eligible slum dwellers of the said property and/or slum dwellers/tenants from adjoining properties to be amalgamated and the building where they will be accommodated will be called Rehab Building/Wing(s).
28. The Flat Purchaser is also aware that there may be some shops/commercial units in the sale building as per the Scheme which may be sanctioned from time to time. In that event, subject to what is stated elsewhere in this Agreement, the Promoter shall form a composite society of the sale building inter alia, including the shops as set out hereinabove.
29. The Promoter shall also be entitled to sell the TDR and/or DRC of the said property any part thereof, exclusively for it's own benefit.
30. Each of the Purchaser and/or the Society shall be liable to maintain, repair, renovate, reconstruct, re-build, on the said property the electric sub-station, drainage line, electric cables, common water pipeline, or any other common facilities to be used and enjoyed by the occupants of the saleable building. The liabilities shall arise to do so from the date of the Purchaser is offered the possession on obtaining Occupation Certificate of his/her/their said flat or on execution of the Lease or Assignment of the said sale plot and the said building in favour of the society of which he/she/they may become member, whichever is



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earlier. Thereafter, the Promoter will not be liable to repair, maintain, renovate, reconstruct or re-build the said common facilities. Necessary covenants to this effect shall be made in the Lease or Assignment of the said sale plot and the said building to be executed in favour of the Society.

31. The said flat shall contain amenities, details whereof are given in Annexure "A" herein. Further the details of amenities common to all the purchasers of flat in the said Building viz. "VEDA" are listed in the said Annexure "A-1".
32. Under no circumstances, shall the Purchaser get possession of the said Flat without first paying to the Promoter all the amounts due under this Agreement and also including interest due thereon. The Promoter shall give possession of the said flat to the Purchaser on or before the possession date mentioned on receipt of Occupation Certificate in respect of the said flat, subject to the normal trade circumstances and availability of building materials and other relevant factors, if any, beyond the control of the Promoter. The Purchaser shall be liable to take possession of the flat within a maximum period of 15 days from the date of receipt of the notice thereof from the Promoter for this purpose against payment of balance purchase consideration and deposits, time being essence of the contract.
33. The stamp duty and registration charges including penalty, if any, payable in respect of this Agreement shall be born and paid by the Purchaser/s alone. The Promoter shall not be liable or contribute any amount towards the same.
34. The Purchaser shall, in addition to all the other amounts due and payable under this Agreement, pay the stamp duty, registration charges and all other costs, charges and expenses relating to all other documents to be executed by the Purchaser/s and/or the Promoter or the Society till Lease or Assignment of the said sale plot and the said building of the property in favour of the Society and other outgoings. The Purchaser shall also pay to the Municipal Corporation, Government or other public body or authority his/her/their share of development or betterment charges or any other cess, tax, levy or payment that may hereafter be charged, levied or sought to be recovered in respect of the said sale plot the said building and other structures standing thereon or any part thereof or the said flat and car parking space under stilt/car parking in the basement / car parking on the compound/car parking on the Podium. The sale price of the said flat is calculated on the aforesaid basis.
35. In the event of any stamp duty, registration charges or any other levy, cess, tax or payment becoming due or payable at any time before the Lease or Assignment of the said sale plot and the said building of the said property to the Society, the Purchaser shall deposit with the Promoter the amount proportionately or actually due in respect of the said flat before the Promoter give possession of the said flat or any time thereafter.
36. Nothing contained in these presents is intended, nor shall be construed to be a grant, demise or assignment in law of the said flat or any part of the said Building or the said sale plot or the said property to the Purchaser. However, as and when any right or interest is created in the said flat in favour of the Purchaser, then the same shall be subject to



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- j) not to encroach upon or make use of any portion of the said building or open space of the compound not agreed to be acquired by him/ them or otherwise not forming part of the said flat;
- k) not to stock or keep any material, object or any other item in the open space of compound and/or park any vehicle in the compound;
- l) not to restrain the Promoter or their servants and agents from entering upon the said flat for inspecting the same at any reasonable hours or from carrying out any construction or repair work on any part of the said building or the said flat for proper maintenance or continuation of the facilities and amenities provided therein including making, repairing, maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used for the said building and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes;
- m) within one month of the possession if the Purchaser puts out in writing any defect in construction, then the said defect shall be rectified by the Promoter;
- n) become a member of the Co-operative Society, or the other association or limited company formed by all the Purchasers of the said flat and from time to time sign all letters, writings, communications, applications forms and registration documents and to do all other acts, deeds, matters and things as the Promoter and/or the said Co-operative Society/Associations/Limited company shall require him to do;
- o) observe, perform and comply with all the bye-laws, rules and regulations of the Co-operative Society / Associations / Limited Company;
- p) not to sell, transfer, assign, let, grant leave and license, dispose of or in any other manner deal with, dispose of or part with physical possession of the said flat or any portion thereof or his right, title and interest thereto or therein or under this Agreement, including car parking spaces to any other person before paying to the Promoter all the amounts payable to them hereunder and without first obtaining their prior written consent in that behalf from the Promoter;
- q) not to store in the said flat(s) any goods which are of hazardous, combustible or dangerous nature or are so heavy as to danger the construction or structure of the building in which the said flat(s) is situated or storing of which goods, is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages, which may damage or likely to damage the staircase, common passage or any other structure of the building and the said flat(s);
- r) the Purchaser shall pay to the Promoter the monthly contribution as may be determined by the Promoter from time to time due for the period commencing from seven days after the said flat is

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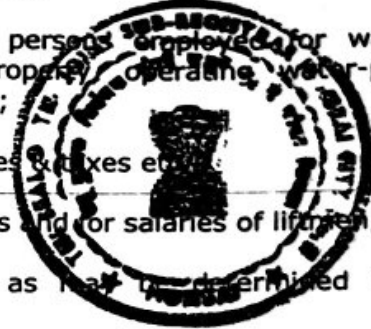
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offered for occupation by the Purchasers regularly on or before the 5th day of each and every month towards his/her/their provisional proportionate share of any and other expenses, outgoings and expenses due in respect of the said flat on account of the following, interalia viz.: -

- (i) maintenance, repairs to the building, the compound, the compound walls, water pumps and electrical fittings, drainage and plumbing installations and fittings, etc.;
 - (ii) cost of keeping the property clean and lighted;
 - (iii) Decorating and/or painting the exterior of the building and passages and staircases;
 - (iv) Municipal and other taxes, cesses, levies and premia in respect of the insurance of the building, the said sale plot revenue, assessments, etc.;
 - (v) salaries and wages of persons employed for watching and/or cleaning the property, operating water-pumps, maintaining records, etc.;
 - (vi) water & Sewerage charges & taxes etc.;
 - (vii) electricity charges for lifts and/or salaries of liftmen;
 - (viii) sinking & other funds as may be determined by the Promoter;
 - (ix) rent & cost of water meter or electric meters;
 - (x) cost of water supplied by water tankers;
 - (xi) all other outgoings due in respect of the said property including those incurred for the exclusive benefit of a Purchaser and/or his tenement/ flat;
- s) not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and sale building in which the said flat(s) is situated or any part thereof or whereby any increased premium shall become payable in respect of the said building and / or the said flat(s);
- t) to pay to the Promoter within 7 days of demand by the Promoter, his/her/their share of security deposit charges / premium demanded by the concerned local authority or Government for giving water drainage, electricity or any other service connection to the building in which the said flat is situated;
- u) to bear and pay increase in, local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority, and/or Government and/or other public authority, on account of change of user of the said flat by the Purchaser, viz. user for any purpose other than for commercial purpose;





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- v) the said flat shall be used for the purpose of residence and shall not be utilized for showroom, restaurant, coaching classes, warehouse, or any such other purposes;
- w) pay proportionate share of property tax to the Mumbai Municipal Corporation assessed on the whole building Provided However that if any special taxes and/or rates are demanded by the Municipal Corporation or any other authority by reason of any permitted use other than for residence or any other user of the said flat, the Purchaser alone shall bear and pay such special taxes and rates;
- x) shall not put any signage or board in the said building or any part thereof or outside the said flat except as may be permitted by the Promoter;
- y) not to fix any grill(s) or any other objects outside the window(s) and/or main door of the said flat other than what has been provided by the Promoter at the time of giving possession of the said flat;
- z) Not to tamper with the elevation and facade of the building in any manner whatsoever;
- aa) Not to do any such act, thing including construction of wall, parking vehicles, etc. contrary to the terms of the Agreement.



40. The Promoter has informed the Purchaser/s and the Purchaser/s is/are aware that; and the Purchaser/s doth hereby declare/s confirm/s and covenant/s with the Promoter as under:-

- (i) The Promoter may develop the said property along with other adjacent property or properties as an integrated development of larger complex;
- (ii) The Promoter shall be entitled to grant any right of way or license of any right through, over or under the said property to any person or party including occupant, purchaser or person entitled to any area or areas in any building(s) which may be constructed by the Promoter on the said property or any other adjoining property or properties or to any other persons as the Promoter may desire or deem fit;
- (iii) The Promoter shall be entitled to revise the boundary or area of the lay out in respect of the said property and to submit any revised lay out or amended building plans for the purpose of revision of the lay out in respect of the said property as the Promoter may desire or deem fit from time to time;
- (iv) The Promoter will be entitled to amalgamate or sub divide or club the scheme on the said property under any other D.C. Regulation with the other scheme on other property or properties, the said property along with any other adjoining property or properties as the promoter may desire or deem fit in their absolute discretion;
- (v) If the building or any part thereof gets demolished and/or gets damaged on account of any act of God including earthquake, riots, flood or any other natural calamity, act of enemy, war or

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limited company formed by all such purchasers of flats of said Building without written consent of the Promoter.

- 50. The Advocates and Solicitors for the Promoter shall prepare and/or approve as the case may be the Deed of Lease or Deed of Assignment, other supplemental documents to be executed in pursuance of this Agreement.
- 51. The delay or indulgence on the part of the Promoter in enforcing any of the terms hereof, or any forbearance or giving of time shall not be construed as waiver on their part of any breach or non-compliance of any other terms and conditions hereof by the Purchaser nor shall the same in any manner prejudice any of the Promoter's rights hereunder or otherwise under law.
- 52. The Purchaser is also an Investor (or person) within the meaning of Article 5 (g-a) (ii) of Schedule I of the Bombay Stamp Act 1958 and the subsequent Purchaser under a subsequent sale shall within a period of one year from the date of this agreement be entitled for adjustment of duty if any paid on this agreement. Provided that this clause shall automatically lapse if no such transfer as above is made within the said period of one year. Further provided that in the event of any change in the provisions of law in this respect, this clause shall stand amended mutatis mutandis.
- 53. All letters, receipts and/or notices dispatched by the Promoter under Certificate of Posting/courier to the Purchaser at his/her/their address given in the Agreement shall be deemed to have been properly delivered to him/her/them on the 7th (seventh) day of its posting. That the Purchaser/s shall have their complete and correct address(es) registered with the Promoter at the time of registration and it shall be their responsibility to inform the Promoter by registered post acknowledgement due about all subsequent changes, if any, in their address(es), failing which all demand notices and communications posted at the first registered address(es) shall be deemed to have been received by him/her/them at the time when those should ordinarily reach at such address(es) and the Purchaser/s shall be responsible for any default in payment and other consequences that might occur therefrom.
- 54. The term "Purchaser" herein may include the female gender or if there is more than one Purchaser, in that event, the derivatives terms used herein with reference to the said expression shall be construed accordingly. If the Purchasers be a partnership firm, the said term unless repugnant to the context or meaning thereof mean and include the partners from time to time of the said firm, and the heirs, executors and administrators of the last surviving partner. If the Purchaser be a Company or Society, the said term shall, wherever appropriate, mean and include its successors and assigns. In other cases, the said term - wherever appropriate, shall mean and include all persons claiming right, title and interest through such Purchaser including his/her/ their successor/s in interest.
- 55. Even if the Lease or Assignment of the said sale plot and the said building of the property is executed in favour of the Society, the Promoter will not be bound to hand over possession of the said flat to the Purchaser or to the Society unless and until all the amounts which are due and payable by the Purchaser to the Promoter under this



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Agreement or otherwise are paid along with interest if any, to the Promoter. The Promoter shall have lien for unpaid price along with interest, if any, payable to them as also for any other amount payable by the Purchaser to the Promoter. Till such amount with interest, if any, is paid to the Promoter, the Purchaser or the Society will not be entitled to possession of the said Flat. The possession of the Promoter shall continue till then.

56. The Purchaser shall, on or before delivery of possession of the said flat, pay the Promoter the following amounts:

- (i) Rs.106,404/- (Rupees One Lakh Six Thousand Four Hundred Four and Paise Zero Only) being advance interest free maintenance deposit;
- (ii) Rs. 600/- (Rupees Six Hundred Only) for share money application;
- (iii) Rs. 4000/- (Rupees Four thousand Only) for formation and registration of the society;
- (iv) Rs.8,000/- (Rupees Eight Thousand and Paise Zero Only) towards deposit in respect of water and electric meter payable to the Public Authorities;
- (v) Rs. 30,000/- (Rupees Thirty thousand Only) in respect of installation of piped gas.

Total Rs. 149,004/-



The promoter shall not be liable to render any account for the amount so collected at (iii), (iv), (v) above.

In addition to the above, the Purchaser will also bear and pay such charges, fees, expenses as may be fixed by the Promoter and also the taxes as may be applicable by for utilizing the additional facilities and amenities viz. Club House, Business Centre, Sports Pavilion etc. to be provided in the said building(s) by the Promoter.

57. (A) The Promoter has executed the "Deed of Mortgage/Charge and Hypothecation" in favour of Future Capital Holdings Ltd., in respect of the said property which are duly registered. The details of the said four mortgages are:-

- (i) Indenture of Mortgage dated 19/03/2011 executed and registered under Sr. No.BBE-2/02171 of 2011;
- (ii) Indenture of Mortgage dated 19/03/2011 executed and registered under Sr. No.BBE-2/02172 of 2011;
- (iii) Indenture of Mortgage dated 14/12/2011 executed and registered under Sr. no .BBE-2/8754 of 2011 and;
- (iv) Indentures of Mortgage dated 14/12/2011 executed and registered under Sr. No.BBE-2/8755 of 2011;



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The aforesaid "Deed of Mortgage/Charge and Hypothecation" amongst others contain following things:-

- (a) The Promoter ensures that the Purchaser of the Units in the project of the said property shall make payment to the said Escrow Accounts by either depositing the amount into or by drawing all the Cheques/Demand Drafts in favour of Escrow Account and all the advances/consideration/sale price/licence fees in respect of such units shall be compulsorily deposited in the relevant Escrow Account (No. 00551131002505) and;
- (b) As and when the promoter and the Purchaser enter into any binding Agreement to sell, transfer, alienate any of the units or rights, title and interest therein they shall seek a release letter from the mortgagee for such units without which any form of transfer in favour of the Purchaser would be void;

(B) The Promoter have obtained letter dated 27th day of March, 2012 from the said Mortgagees stating that among others they have released the said flat being sold under this Agreement by the Promoter to the Purchaser.

58. The Promoter hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions which may have been imposed by the concerned local authority at the time of sanctioning the plans and shall before handing over possession of the said flat to the Purchaser obtain from the concerned local authority occupation and/or completion certificate of the building part thereof.
59. The Transferable Development Right (T.D.R.) and/or the Development Right Certificate (D.R.C.) which may be at any time issued for the said property or any part of the property or arising out of development of the said property shall always belong to the Promoter. The Purchaser or the common organization of all Purchasers will not have any share, right, title, interest or claim therein. The Promoter shall be entitled to sell, dispose of or alienate the Transferable Development Right (T.D.R.) And/or Development Rights Certificate (D.R.C.) of the said Property or any part thereof to any person or persons of their choice. The price or Consideration received by selling, transferring or alienating such T.D.R., D.R.C. shall always belong absolutely to the Promoter. The Purchaser or the common organization will not have any share, right, title, interest or claim therein. If required by the Promoter requisite provision will be made in Lease or Deed of Assignment of the said property in favour of the common organization of all the Purchasers.
60. Notwithstanding whatever may have been mentioned hereinabove, the Flat Purchaser is aware that the Promoters may construct further storeys on the said building as may be permissible as per relevant rules and regulations. The Flat Purchaser hereby gives his/her/its/their consent as contemplated under section 7-A of Maharashtra Ownership Flat Act to the Promoter to construct such additional floors on the said building. However, costs, charges and expenses of such construction shall be borne and paid by the Promoter. Purchaser and the Society of the Flat Purchasers will not object in carrying out such construction by the Promoter on ground of nuisance or on any other ground.

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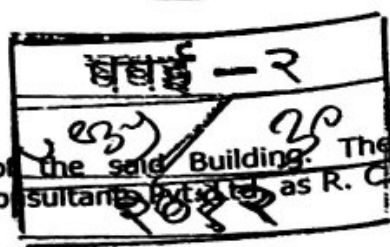
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61. If at any time further construction is carried on as herein before provided, by the Promoter, then he/they shall be entitled to sell the flats in such further construction on ownership basis to others for his/their own benefit and shall be entitled to the price and consideration received from them for his/their own use and benefit. The Purchaser and the said society will not have any share, right, title, interest or claim therein. The Society shall admit the Purchaser as a member of such new and/or additional construction in the society without charging any fees, transfer fees or consideration except normal admission fee and share money amounting to Rs.600/- (Rupees Six Hundred Only) to acquire shares of Society.
62. The aforesaid provision regarding construction to be carried on in future by the Promoter and their right to sell the same on ownership basis and the Society or Association or common organization or Limited Company to admit such Purchasers as member shall continue to remain in effect even after the project is completed.
63. The Promoter shall enter into separate agreements with the Purchasers of different flats in the said building for sale to them on ownership basis on terms and conditions substantially similar hereto and the benefit of this and such other agreements shall ensure for benefit of all Purchasers in the said Building and shall be available for enforcement not only against the respective Purchaser there under but also against all Purchasers in the building and the provisions of such agreements shall bind to the extent applicable to the said flat from the original Purchaser also.
64. The Promoter have furnished to the Purchaser the particulars of estimated outgoings of the said flat.
65. Copy of the Certificate of Title in respect of property described in First Schedule issued by M/s. Law Firm of Khosla, Solicitors and Legal Consultants is hereto annexed and marked Annexure "B". Copy of the Property Card of the said property is hereto annexed and marked Annexure "C". A copy of the floor plans of the said flat delineated in Red ink is hereto collectively annexed and marked Annexure "D". A copy of the location plan of the property is annexed and marked as Annexure "E". A copy of the plan depicting ramp to provide access to podiums and upper floors in sale building constructed in a marginal open space between sale building and adjoining rehab building is annexed and marked as Annexure "F".
66. The Purchaser shall pay proportionate share of property tax to the Mumbai Municipal Corporation assessed on the whole building Provided However that if any special taxes and/or rates are demanded by the Municipal Corporation or any other authority by reason of any permitted use other than car parking or any other user of the said flat, the Purchaser alone shall bear and pay such special taxes and rates.
67. All disputes concerning this agreement shall be subject to the jurisdiction of courts in Mumbai.
68. The Promoter have entered into a standard agreement with an Architect M/s. Dimensions Architects Pvt. Ltd, registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects. The Promoter have appointed M/s. Gokani Consultants Pvt. Ltd. Structural Engineer for preparation of the structural design and drawings of the Building and the Purchaser accept the professional supervision of the said Architect and the said



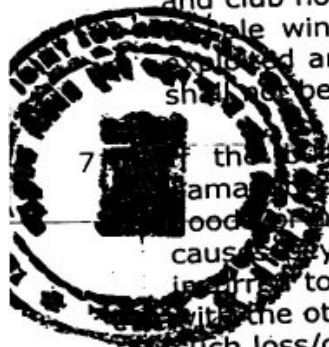
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Structural Engineer till the completion of the said Building. The Promoter has appointed M/s. M/s. Gokani Consultants Pvt. Ltd. as R. C. Consultant.



69. At the time of taking possession of the said flat, the Purchaser shall pay to the Promoter such amount as they in their turn might have paid to the BEST/Reliance Energy Limited as deposit for electric meters to be fitted to the said flat.

70. The Purchaser/s agree/s that the size of the said Flat shall be as per the plans approved by Slum Rehabilitation Authority or concerned statutory authority which are already inspected by the Purchaser/s and have completely satisfied himself/herself/themselves in respect thereof and the Purchaser/s shall not make any grievance alleging the inadequacy of area of the said flat to Slum Rehabilitation Authority. Further the Purchaser/s agree/s that he/she/they shall not misuse the area earmarked in the approved plans for Gymnasium for any other purposes than using the same for fitness centre and shall also ensure that the society or any other organization to be formed by the Purchasers of flats, as stated hereinabove, shall not misuse the area earmarked in the approved plans for Gymnasium for any other purposes than using the same for fitness centre. The swimming pool and club house approved are exclusively for the use of all the residents in the wing of composite building and it shall not be commercially misused and further it shall be used only for the approved users and shall not be misused for any other purposes.



71. If the Building or any part thereof gets demolished and/or gets damaged on account of any act of God including earthquake, riots, flood or any other natural calamity, act of enemy, war or any other cause beyond the control of the Promoter such losses and damages incurred to the structure will be fully sustained by the Purchaser along with the other Purchasers and the Promoter shall not be responsible for such loss/damage. The Purchasers shall have to make good the loss so sustained by them.

72 (a) The Promoter hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings etc on any open spaces in the said property including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoter may desire. The said right shall continue to subsist even after the execution of Lease or Deed of Assignment in favour of the estate or common organization to be formed by the flat Purchaser;

(b) If any Municipal rates, taxes, cesses, assessments are imposed on the said property due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said property, the same shall be borne and paid wholly by the Promoter. The Promoter shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Purchaser will not object to the same for any reason whatsoever and shall allow the Promoter, their agents, servants, etc. to enter into the said property, the terrace and any other open spaces in the said property for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoter shall be entitled to transfer or assign such right to any person or persons whom they may

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any other causes beyond the control of the Promoter such losses and damages incurred to the structure will be fully sustained by the Purchaser along with the other Purchasers and the Promoter shall not be responsible for such loss/damage. The Purchasers shall have to make good the loss so sustained by them.

41. The Developer has informed the Purchaser and the Purchaser is aware that the Promoter and or the Society of Free sale building will be required to provide right of way to all development plan reservation of the layout till the time alternate access is made available through any other Public Road/ Municipal Corporation Road/ D.P. Road.
42. The amounts of deposits and outgoings payable by different Purchaser have been fixed provisionally by the Promoter and the said flat Purchasers shall be bound by the same. After the execution of Lease or assignment in favour of the Society, the Society may revise and re-fix the amounts payable for the said flat. The excess of collections, if any, by the Promoter over the outgoings shall be paid over by the Promoter to the Society on execution of Lease or Assignment of the said sale plot and the said building of the said property to it as if constituted a part of the deposit collected under this clause, subject to adjustment and treatment in the same manner as herein mentioned. If the amount of monthly contribution fixed by the Promoter is found to be short, the Purchaser shall pay to the Promoter such revised amount as may be fixed by the Promoter.
43. The Purchaser/s has represented and warranted to the Promoter that it has the power and authority to enter into and execute this Agreement.
44. This Agreement constitutes the entire Agreement between the parties and revokes and supersedes all previous correspondence and applications between the parties, wherever written, whether implied, if any, concerning the matters.
45. The terms and conditions of this Agreement shall not be changed or modified except by written amendments duly agreed and signed by the parties. The terms and conditions and various provisions embodied in this Agreement shall be incorporated in the Lease deed and shall form part thereof.
46. The Purchaser/s shall lodge the original hereof for registration with the Sub-Registrar of Assurances at Mumbai within one month from the date hereof and after due intimation the Promoter shall attend such office and admit execution of the Agreement for sale.
47. This Agreement is executed in duplicate. It is agreed that both the copies of Agreement are original, one of which is retained by the Purchaser/s and another by the Promoter. Each page is signed or initialed by both the parties.
48. The Promoter hereby confirms all the terms and conditions as are applicable to it.
49. The Promoter shall be entitled to and may change the name of the said Building once or more than once on or before obtaining completion certificate for the said Building. However the name of the said Building shall not be changed by the Co-operative Society, or association or



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deem fit and the Purchaser or common organization to be formed by the Purchaser shall not raise any objection thereto

73. If any dispute, difference or question shall arise between the parties hereto or any person or persons claiming through any party hereto and the other party or between the persons claiming through both the parties hereto regard to interpretation of any one or more clauses herein or as to the rights, liabilities and obligations of the parties or accounts or as to the damages, then the same shall be referred to arbitration. Arbitration proceedings shall be under the provisions of Arbitration & Conciliation Act, 1996 or any modification or re-enactment thereof.

74. The PAN Nos. of the Parties are as under:-

Sr. No.	Parties	PAN Nos.
1.	Omkar Realtors & Developers Pvt. Ltd.	AAACO7919F
2.	Dr.Rajesh Gangadhar Patil, Dr.Sarika Rajesh Patil,	AOGPP6760A/ AOGPP6747P

In Witness Whereof the parties hereto have hereunto set and subscribed their respective hands and signatures the day and year first hereinabove written.

First Schedule Above Referred To:

All that piece and parcel of plot of land bearing Cadastral Survey No.1/431 situate, lying and being at Parel Tank Road, Parel, Mumbai - 400 012 - Sewree Division of F/South Ward of Mumbai Municipal Corporation in the District of Mumbai admeasuring 8601.31 sq.mtrs. or thereabout and bounded as follows:-

- On or towards the East : by C.S.No.432
- On or towards the South: by C.S. No.426 and 427
- On or towards the West : by C.S. No.430
- On or towards the North : by C.S. No.663 and 664



Second Schedule Above Referred To:

Flat No. B-705 in Tower (Wing) B on the 7th floor of the Building "Veda" at Parel" lying and located on the part of property more particularly described in the first schedule herein. The carpet area of the flat (inclusive of balconies attached thereto and all internal walls and pillars, if any) is 63 Sq. meters equivalent to 678 Sq. Ft.

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Signed And Delivered
by the withinnamed the Promoter
Messrs Omkar Realtors & Developers Pvt. Ltd.
through its Director/Authorised Signatory
Mr. _____
in the presence of



For **OMKAR REALTORS & DEVELOPERS PVT. LTD.**

Director / Authorised Signatory

- 1)
- 2)

Signed And Delivered
by the withinnamed the Purchaser
Dr. Rajesh Gangadhar Patil,



16/10/12

Dr. Sarika Rajesh Patil,
in the presence of ...



- 1)
- 2)



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Receipt

Received on or before the execution of these presents of and from the withinnamed the Purchaser the sum of **Rs.3,353,070/- (Rupees Thirty Three Lakhs Fifty Three Thousand Seventy and Paise Zero Only)** being the earnest money within mentioned to be paid by him/her/it/them to me.

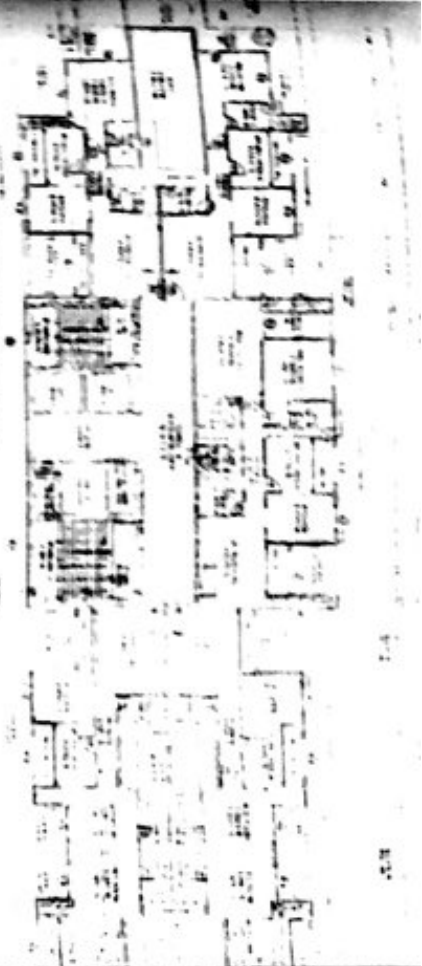
We Say Received:


Promoter

Witnesses:

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2. 





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TYPICAL FLOOR PLAN

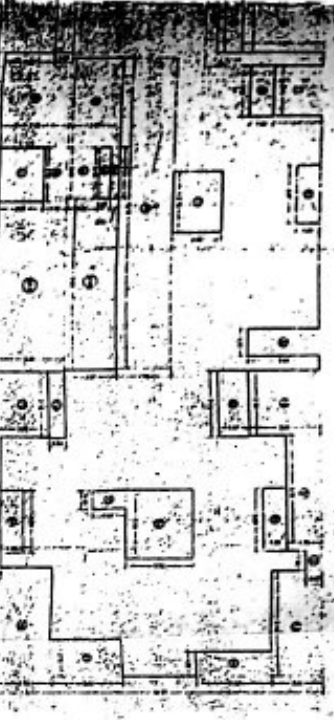
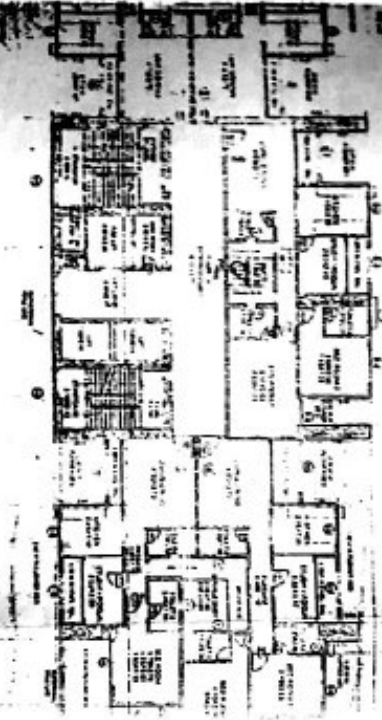
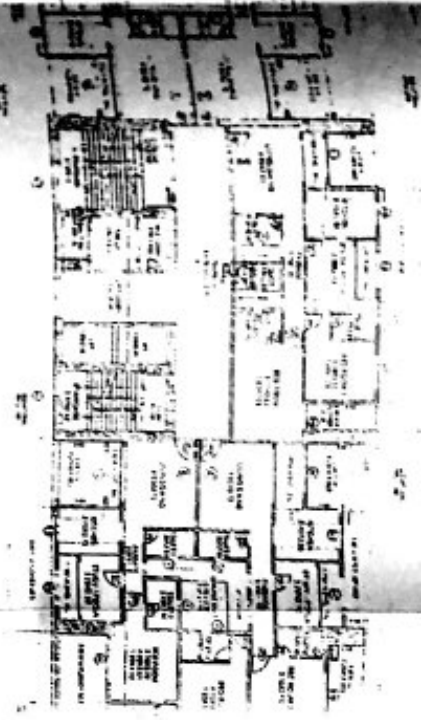


For OMNAR REATORS & DEVELOPERS PVT. LTD
 Director Authorized Signatory

TYPICAL FLOOR PLAN



TYPICAL FLOOR AREA DIAGRAM



1003/32
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Sl. No.	Particulars	Area (sq. ft.)	Remarks
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Bankimchandra P. Khona
Ms. Zarana Khona Ahmed

Law Firm of
Solicitors & Lega

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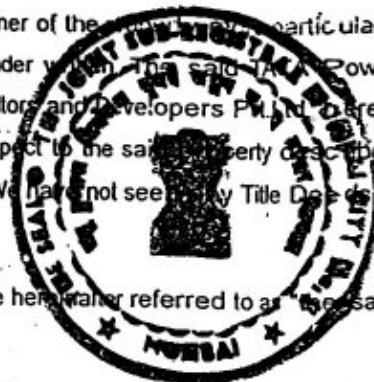
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TITLE CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

Date: बबई -
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1. Municipal Corporation for Greater Mumbai is the owner of the property bearing C. No.1/431 of Parel - Sewree Division and more particularly described Firstly in the schedule hereunder written.
2. The Municipal Corporation of Greater Mumbai have purchased the said Property together with other properties from Vasudev Dabholkar and others by a Deed of Conveyance dated 25th July, 1957 which is duly registered with the office of the Sub-Registrar of Assurances at Mumbai, bearing Registration No. BOM/8055/1957. We found out about said Conveyance from the searches that we cause to be taken in the Sub-Registrar's offices at Mumbai. We have not seen the original Deed of Conveyance. We have seen the certified copy of the same.
3. "The Tata Power Company Limited" is the owner of the property particularly described Secondly in the Schedule hereunder written. The said Tata Power has issued NOC in favour of M/s. Omkar Realtors and Developers Pvt. Ltd. herein after referred to as "the said Omkar" with respect to the said property described Secondly in the Schedule hereunder written. We have not seen any Title Deed in favour of "The Tata Power Company Limited".
4. The Property described in the Schedule will be hereinafter referred to as "the said LOI property".
5. Some part of "the said LOI Property" is a censused slum and other part is declared as slum.
6. The Slum Rehabilitation Authority has issued its Letter of Intent dated 3rd June, 2006 for the development of the said Property to our clients, then known as Messrs.



Zarana
1st Floor, 45, M. P. Shetty Marg. (Tamarind Lane), Above Garden Jolly Restaurant, Fort, Mumbai 400 007. INDIA.
Phone : 2265 2903 / 2265 8474 • Fax: 2265 5684 • E-mail : khona@vsnl.com

Bankimchandra P. Khona
Ms. Zarana Khona Ahmed

Law Firm
Solicitors

(In reply please quote our Ref. No.)
B/4957/TC03/46/S/2012

बबई - Date
पुनः Re कोश

Omkar Enterprises and now re-constituted as Messrs Omkar Realtors and Developers Pvt. Ltd. Thereafter the said LOI is revised from time to time to the October, 2010.

7. The said Omkar has informed us that the said Property is close to the area known as Monolithic Bas Relief Depicting Shiva at Parel Village. Permission for construction on the said Property has to be obtained from the Archeological Survey of India. On the application of Khaprideo CHS Ltd in August 2008 the Archeological Society of India has granted its license in March 2009 to carry out construction on the said Property as indicated on the plan attached to its permission on the terms & conditions and period stated thereon.
8. From time to time we have caused searches to be taken of the said property in the relevant Sub Registry. Search clerk has informed that some of the records in the Sub-Registrar are torn or partly torn.
9. We have issued public notices inviting claims from the Public in English Edition of 15th November, 2011 and Nav Shakti (Marathi Edition) of 15th November, 2011. We have not received any claims, demands or objection.
10. Shri Gaurav Vishnu Gupta, Director of the said Omkar, has made a Declaration Cum Indemnity dated 27th February, 2012.
11. M/s. Omkar Realtors and Developers Pvt. Ltd. and one M/s. Omkar Spaces Limited by following four mortgages have mortgaged to Future Capital Limited (Mortgagee) creating by way of First Ranking Mortgage singular, the said Omkar's right, title and interest among others in the said property together with all the buildings, erections and constructions of every description which are standing erected or attached or shall at any time hereafter be erected and standing or attached to the said property and all furniture, fittings and rights to use common areas and facilities and incidental attached thereto.

Zarana

1st Floor, 45, M. P. Shetty Marg. (Tamarind Lane), Above Garden Jolly Restaurant, Fort, Mumbai 400 002
Phone : 2265 2903 / 2265 8474 • Fax : 2265 5684 • E-mail : khona@omkar.com

Bankimchandra P. Khona
Ms. Zarana Khona Ahmed

Law Firm of Kho
Solicitors & Legal Const

(In reply please quote our Ref. No.)

B/4957/TC03/46/S/2012

बबई - २
Date: 05/03/2012
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with all trees, fences, hedges, ditches, ways, sewers, drains, easement and appurtenances whatsoever to the said lands hereditaments or said premises or any part thereof whereby presently in existence or in the future belonging to or in any way appurtenant thereto or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto AND all estates, rights, title, interest, properties, claims and demands whatsoever of the said Omkar in, to and upon the same whether presently in existence or constructed or acquired hereafter. Further the said Omkar has granted an absolute charge unto the said mortgagee by way of First Ranking over all and Singular any amounts owing to or received by or receivable by in each case from time to time by the said Omkar whether now or at any time during the continuation of the said mortgages in addition among others the said property which will include project receivable pertaining to among other the said property and all rights, title, interest, benefit, claim and demand whatsoever of the said Omkar in, to or in respect of the said amounts as well as all right, title and interest of the said Omkar in, to or in respect of any Bank Accounts including relevant Escrow Account where the said receivables are held and the said Omkar further create charge in favour of the said mortgagee by way of First Ranking Mortgage over all and singular the said Omkar's tangible and intangible assets (both present and future) and other Movable. The said mortgages are

- (a) Indenture of Mortgage-Cum-Charge dated 19th March 2011 duly registered with the Sub-Registrar of Assurances of Mumbai under Sr. No. BBE/2/0217/2011 by and between the Omkar Realtors and Developers Pvt.Ltd., Omkar Spaces Pvt.Ltd. and Future Capital Holdings Ltd. for securing repayment of Mortgage Debt in the sum of Rs.108,00,00,000/- (Rupees One Hundred and Eight Crores Only).
- (b) Indenture of Mortgage-Cum-Charge dated 19th March 2011 duly registered with the Sub-Registrar of Assurances of Mumbai under Sr.No. BBE/2/02172/2011 made



Bankimchandra P. Khona
Ms. Zarana Khona Ahmed

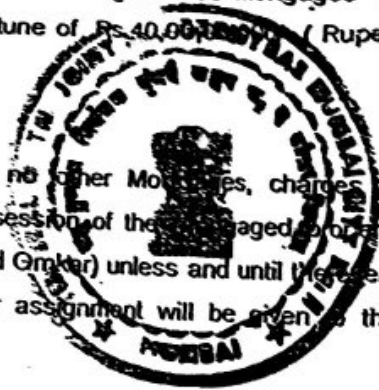
Law Firm of KHC
Solicitors & Legal Cons

(In reply please quote our Ref. No.)

BI4957/TC03/46/S/2012

between the Omkar Realtors and Developers Pvt. Ltd. and Omkar Spaces Pvt. Ltd. and Future Capital Holdings Ltd. the said Omkar has mortgaged the said property for securing repayment of Mortgage Debt to the tune of Rs. 42,00,00,000/- (Rupees Forty Two Crores Only).

- (c) Indentures of Mortgage dated 14/12/2011 executed and registered under Sr. No. BBE-2/8754 of 2011 with Sub Registrar of Assurances of Mumbai by and between Omkar Realtors & Developers Pvt. Ltd. as Mortgagor No.1, Omkar Spaces Pvt. Ltd. as Mortgagor No.2 and Future Capital Holding Ltd. as Mortgagee for securing repayment of Mortgage Debt to the tune of Rs. 20,00,00,000/- (Rupees Twenty Crores Only).
- (d) Indentures of Mortgage dated 14/12/2011 executed and registered under Sr. No. BBE-2/8755 of 2011 with Sub Registrar of Assurances of Mumbai by and between Omkar Realtors & Developers Pvt. Ltd. as Mortgagor No.1, Omkar Spaces Pvt. Ltd. as Mortgagor No.2 and Future Capital Holding Ltd. as Mortgagee for securing repayment of Mortgage Debt to the tune of Rs. 40,00,00,000/- (Rupees Forty Crores Only).
12. Except the said four Mortgages there are no other Mortgages, charges or encumbrances on the said property. The possession of the mortgaged property shall always remain with the Mortgagor (the said Omkar) unless and until there is default of default occurs and then the possession or assignment will be given to the Mortgagee.
13. Subject to aforesaid and Subject to pending Lease to be executed with "The Tata Power Company Limited", Mortgages, and subject to no adverse document being found to be registered during the period when the records are turned or not



Zarana

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Phone : 2265 2903 / 2265 8474 • Fax : 2265 5684 • E-mail : khona@vsnl.com

Bankimchandra P. Khona
Ms. Zarana Khona Ahmed

Law Firm of Khona
Solicitors & Legal Consultants

In reply please quote our Ref. No.)

B/4957/TC03/46/S/2012

Date: बबई - २
२०१२ / २०
२०१२

available for search, we certify that the Title of (1) The Municipal Corporation of Greater Mumbai to the property more particularly described Firstly in the schedule and (2) "The Tata Power Company Limited" to the property more particularly described Secondly in the Schedule hereunder written is clear, marketable and free from encumbrances.

14. The Slum Rehabilitation Authority has issued its Letter of Intent dated 3rd June, 2006 for the development of the said Property to our clients, then known as Messrs. Omkar Enterprises and now re-constituted as Messrs. Omkar Realtors & Developers Pvt. Ltd. Thereafter the said LOI is revised from time to time till 26th October, 2010.

SCHEDULE OF THE PROPERTY

FIRSTLY ("MCGM Property")

The plot of land bearing Cadastral Survey No. 1/431 lying and being at Parel Tank Road, Parel, Mumbai - 400 012 in Parel - Sewri Division of E/South Ward of Mumbai Municipal Corporation in the District of Mumbai City, measuring 8601.31 sq.mtrs. or thereabout.



1st Floor, 45, M. P. Shetty Marg. (Tamarind Lane), Above Garden Jolly Restaurant, Fort, Mumbai 400 001. INDIA.
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Bankimchandra P. Khona
Ms. Zarana Khona Ahmed

Law Firm of Khona
Solicitors & Legal Consultants

In reply please quote our Ref. No.)
B/4957/TC03/46/S/2012

Date :

बबई - २
७७३५ / ७
२०१२

SECONDLY ("The Tata Power Company Limited Property")

ALL THOSE pieces or parcels of land or ground with structures standing thereon Plot bearing C.S.No.432(pl) of Parel Sewri Division within the Registration Sub District and District of Mumbai City and Mumbai Suburban admeasuring 2866.898 Sq. mts or thereabouts.

Mumbai, dated this 3rd day of March, 2012

For. M/s. Law Firm Of Khonas

Zarana

Partner.

45, M.P.Shetty Marg,

Fort, Mumbai - 400 001

B/4957/TC/03



1st Floor, 45, M. P. Shetty Marg. (Tamarind Lane), Above Garden Jolly Restaurant, Fort, Mumbai 400 001, INDIA.
Phone : 2265 2903 / 2265 8474 • Fax : 2265 5684 • E-mail : khona@vsnl.com

SLUM REHABILITATION AUTHORITY
5th floor, Griha Nirman Bhavan, Bandra (E) Mumbai - 400 051.

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM 'A')

No. SRA/ENG/1683/FS/ML/AP/27 APR 2006

COMMENCEMENT CERTIFICATE

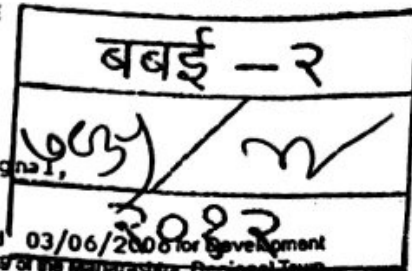
To,

M/s. Cmkar Enterprises,
Om Shiv Sai Co.Op.Hsg.Soc.,

Vasantree Milk Marg, Sion, Chunabhatti Signal,
Sion, Mumbai-400 022.

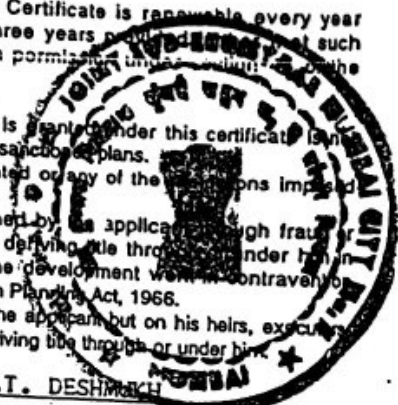
Sir,

With reference to your application No. 305 dated 03/06/2006 for Development Permission and grant of Commencement Certificate under section 44 & 65 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. hearing C.S.No.1/431 C.T.S. No. - of village - T. P. S. No. - ward F/5 situated at Parel Divn., Mumbai, for Khaprideo CHS Ltd.



The Commencement Certificate/Building Permit is granted subject to compliance of mentioned In LOI U/R No. SRA/ENG/676/FS/ML/LOI dt. 03/06/2006 IOA U/R No. SRA/ENG/1683/FS/ML/AP dt. 08/06/2006 and on following conditions.

1. The land vacated in consequence of endorsement of the setback line/road widening line shall form part of the Public Street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal Zone Management plan.
5. If construction is not commenced this Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years and at such lapse shall not bar any subsequent application for fresh permission under the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the C.E.O. (SRA) if :-
 - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - (b) Any of the condition subject to which the same is granted or any of the conditions imposed by the C.E.O. (SRA) is contravened or not complied with.
 - (c) The C.E.O. (SRA) is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.



The C.E.O. (SRA) has appointed SHRI A.T. DESHMUKH

Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is granted for work up to of entire plinth of Rehab Bldg.No.1 Wing A to D as per approved IOA dt. 08/06/2006.

For and on behalf of Local Authority
The Slum Rehabilitation Authority

[Signature]
Executive Engineer (SRA) I.
FOR
CHIEF EXECUTIVE OFFICER
(SLUM REHABILITATION AUTHORITY)

2 NOV 2010

This C.C. is reendorsed upto plinth for rehab wing as per approved amended plans dt 30.10.2010 with regularization of part portion of rehab wing and C.C. upto plinth for sale wing of composite bldg as per approved plans dt 30.10.2010 is granted.

बबई - २
५५७/१७
२०१२

Daw
02/11/10
Executive Engineer - II
Slum Rehabilitation Authority

SRA/ENG/1683/FS/ML/AP. 18 MAR '11

Further C.C. to rehab wing B and C for full height as per the approved plans under even No. SRA/ENG/1683/FS/ML/AP, dated 30/10/2010 except shop live.

Daw 18/03/11
Executive Engineer - II
Slum Rehabilitation Authority

SRA/ENG/1683/FS/ML/AP. 2 MAY 2011

Further C.C. to Rehab wing 'A' for full height as per the approved plans under even No. SRA/ENG/1683/FS/ML/AP, dated 30/10/2010 except the part still portion beyond building line.

Daw 06/08/11
Executive Engineer - II
Slum Rehabilitation Authority

SRA/ENG/1683/FS/ML/AP

This C.C. is reendorsed up to the plinth level of rehab wing 'D' and sale wing along with plinth level for flour mill structure also upto plinth level for rehab wing 'A' of composite building as per amended plans under No. SRA/ENG/1683/FS/ML/AP. Dated: 06/08/2011, except portion marked upto top of 4th podium slab of sale wings.



Daw 06/08/11
Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/1683/FS/ML/AP

5 JUN 2012

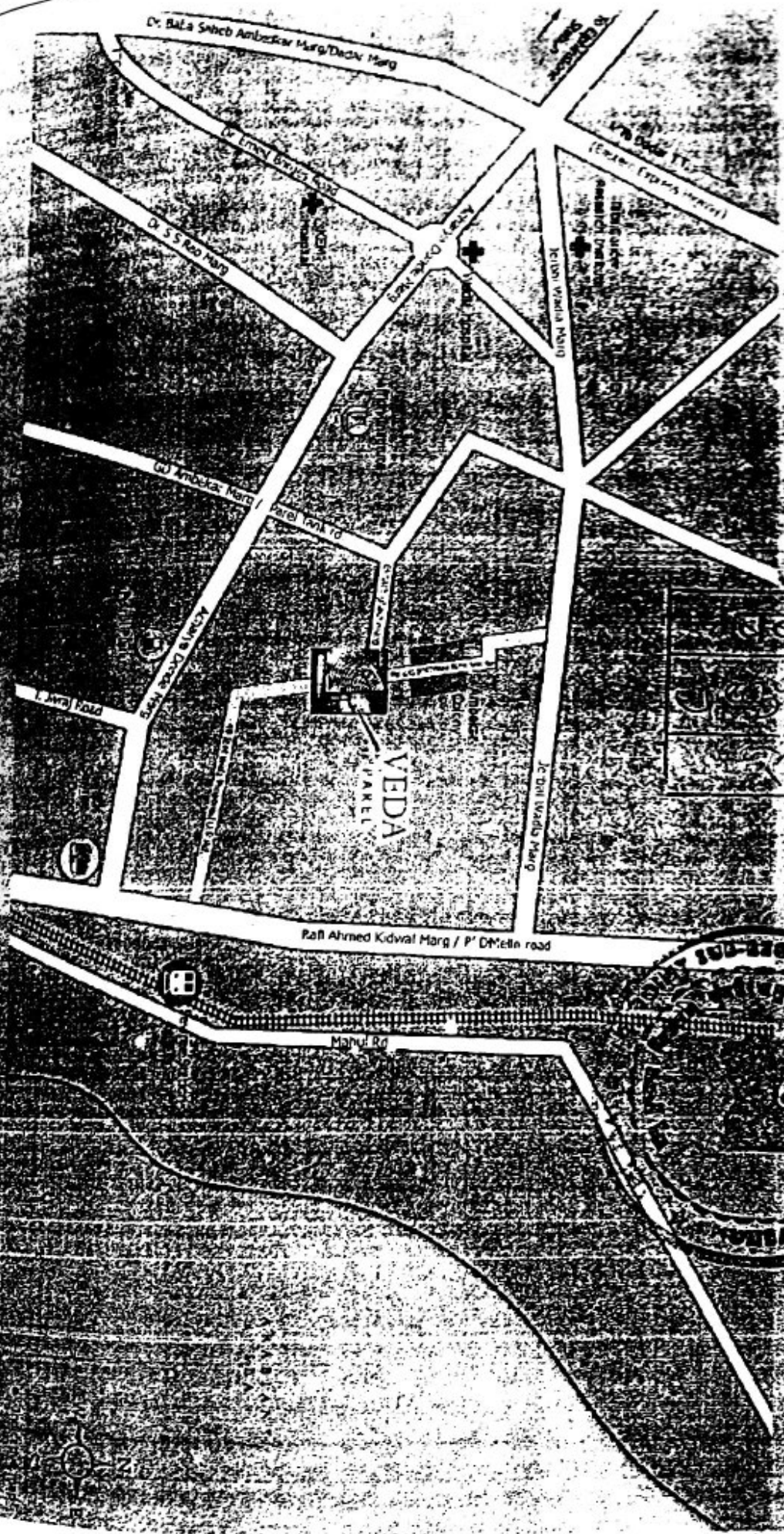
This C.C is further extended for full height (ie including C.H.T. L.M.R & Staircase room) for the rehab wings 'A', 'B', 'C' and upto 14th upper floor above topmost podium level of each wing tower 'A' as per last approved amended plans D.No. SRA/ENG/1683/FS/ML/AP Dt: 06/08/2011.


Executive Engineer-II
Slum Rehabilitation Authority

बबई - २
७८३१ / २२
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Project Location Plan



खंड - २
खंड - ३
खंड - ४



बबई - २
 ५७५/४६
 २०१२

VEDA, PAREL-KHAPRIDEO			
AMENITIES LIST			
Category	Feature	Provided	Remarks
Club House	Pool Area		
	Swimming Pool	√	Should be able to accommodate approx 15-20 people at peak time.
	Health and Fitness		
	Gym	√	should be able to accommodate approx 10-15 people at peak time.
	Massage	√	
	Steam	√	
	Yoga & meditation Area	√	Can be a part of the multipurpose hall
	Indoor games		
	Chess/ Cards	√	
	Carrom	√	
	Table Tennis	√	The multipurpose hall can be used for indoor games
	Billiards/Snooker/ Pool	√	
	Jogging Track	√	
	Children Play Area	√	To accommodate 10-15 kids at a time. Architects to decide if small play areas be created or just one big play area be kept.
	Senior Citizen Area	√	
	Leisure Area		
	Audio visual/Mini-theatre	√	
	Landscaped Garden	√	
Amphitheatre	√		
	Power back up	√	100% back up for essential services.
	Phone/internet connectivity	√	
	Valet Parking	√	
Security	Access Control Lifts	√	
	CCTV surveillance	√	
	Multway videophone	√	
Green Building	STP	√	
	Rainwater harvesting	√	
	Lead Certification (silver/gold/platinum)	√	



SECRETARIAT OF THE GOVT. OF BIHAR
Imprisoned under Section 104 of the
MAGISTRATES ACT, 1889

12-5-58 A. T. HAIR
Validated by: SRI P. C. CHANDRAN

Prisoner Name: 24101
Register No. 24
Page No. 41

I. Name of State: Bihar
II. Name of District: Muzaffarpur

III. Name of Prison: Muzaffarpur Jail

IV. Name of Prisoner: 24101

V. Name of Prisoner's Relative: -

VI. Name of Prisoner's Relative: -

VII. Name of Prisoner's Relative: -

VIII. Name of Prisoner's Relative: -

IX. Name of Prisoner's Relative: -

X. Name of Prisoner's Relative: -

XI. Name of Prisoner's Relative: -

XII. Name of Prisoner's Relative: -

XIII. Name of Prisoner's Relative: -

XIV. Name of Prisoner's Relative: -

XV. Name of Prisoner's Relative: -

XVI. Name of Prisoner's Relative: -

XVII. Name of Prisoner's Relative: -

XVIII. Name of Prisoner's Relative: -

XIX. Name of Prisoner's Relative: -

XX. Name of Prisoner's Relative: -



श्री बिहार राज्य जेल, मुजफ्फरपुर, बिहार
जेल नंबर: 24101
पंजीकृत नाम: 24101
पंजीकृत पता: 24101

श्री बिहार राज्य जेल, मुजफ्फरपुर, बिहार
जेल नंबर: 24101
पंजीकृत नाम: 24101
पंजीकृत पता: 24101

1. Section 104 of the Magistrates Act, 1889
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20. Section 104 of the Magistrates Act, 1889

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18. Section 104 of the Magistrates Act, 1889
19. Section 104 of the Magistrates Act, 1889
20. Section 104 of the Magistrates Act, 1889

PROFORMA - II

CREDIT TITLE OF PROPOSAL & PROPERTY:

PROPOSED S.R.A. SCHEME FOR KILAPRIET CHS.
ON PLOT BEARING C.S. No. 1431 & 432 (P) OF
PAREL SEWRI DIVISION, PAREL MUMBAI.

CONTENTS OF SHEET

TYPICAL FLOOR PLAN, TYPICAL FLOOR AREA DIAGRAM & CALCULATIONS

STAMP OF DATE OF APPROVAL OF PLANS

This Council's Approval
of the proposed Plans
sanctioned under the
Act No. 1623/1971
Dated 30/10/2019

1623/1623/1971
E-6
Executive Engineer
Municipal Corporation

STAMP OF DATE OF RECEIPT OF PLANS

S.R.A. (S.R.A.)

POS No.	SCALE	DATE	DRAWN BY	CHECKED BY
	1:100		UNNATI	ANANDA

NAME & ADDRESS OF OWNER

CERTIFIED TRUE COPY

MR. GAURAV V GUPTA. (ARCHITECT)
DIRECTOR OF OMKAR REALTORS &
DEVELOPERS PVT. LTD.

NAME & ADDRESS OF ARCHITECT

ANAND V. DHOKAY

M. DEB., G.D. ARCH., A.I.A.

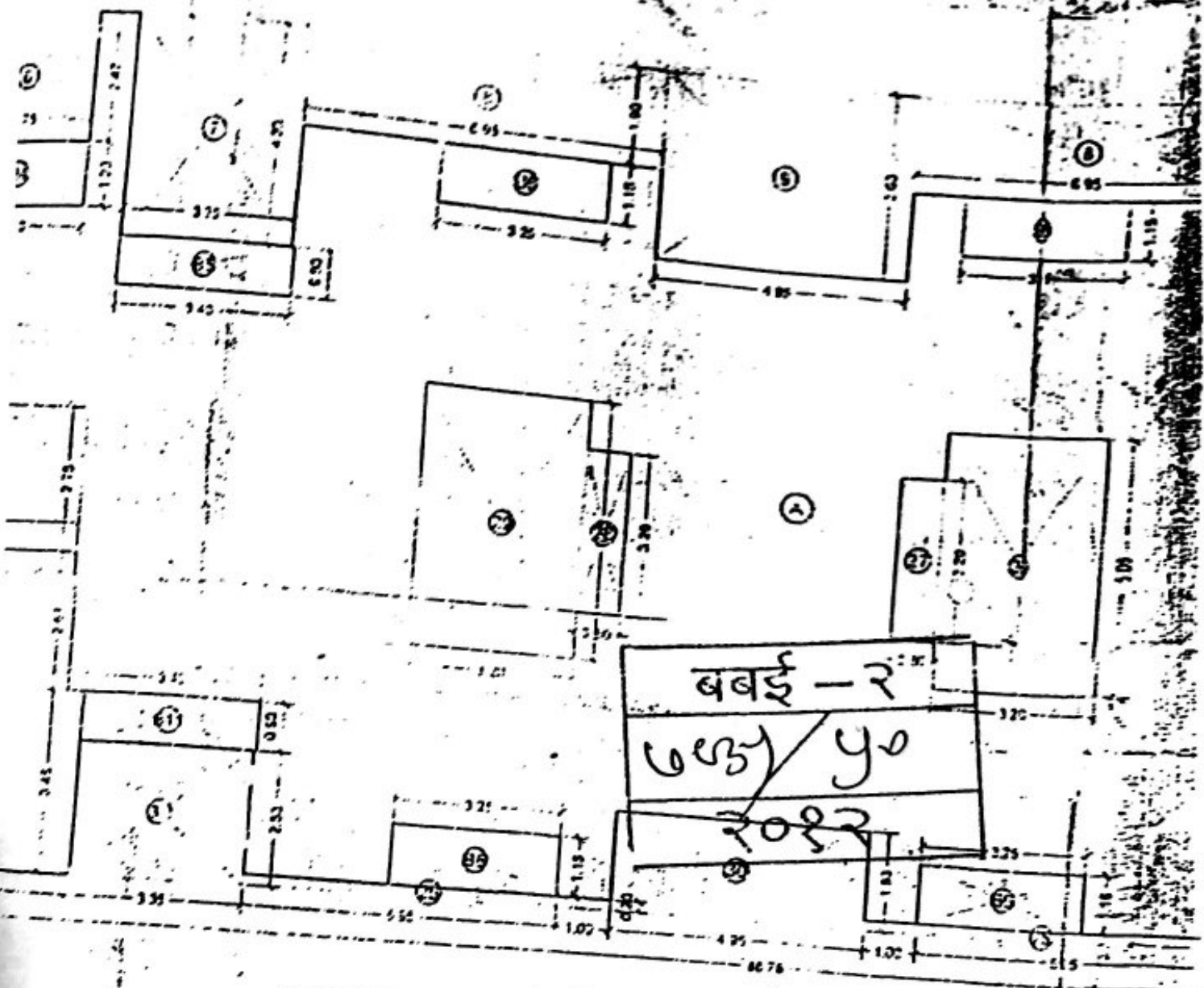
ARCHITECT AND DESIGNER

PA. 1/2 ACRES, CHS, MAHATMA PHULE ROAD, MILUND EAST, MUMBAI - 400081

बवई - २
७७३७ / २८
२०१२



TYPICAL FLOOR PLAN
(04,06,07,09,10,12,15, 16TH & 19TH FLOOR)
SCALE - 1:100



TYPICAL FLOOR AREA DIAGRAM
(1ST TO 2ND, 4TH TO 7TH, 9TH TO 12TH, 14TH TO 17TH & 19TH F)
SCALE - 1:100



Wednesday, August 20, 2009
5:46:49 PM

Original
नं. 39 म.
Regn 39 M

पावती

पावती क्र. : 7926
दिनांक : 20/08/2009

मागचे नांव : स्वयं
दस्तावेजाचा अनुक्रमांक : बबई 3 - 7084 - 2009
दस्तऐवजाचा प्रकार : मुळत्वारनामा
सादर करणा-याचे नाव : विष्णू के गुता
नांदणी फी :
दस्त हाताळणी फी :
पृष्ठांची संख्या : 17

: ₹.100.00
: ₹.360.00

एकूण ₹.460.00

आपणान हा दस्त अंदाजे 6:06PM ला वेळेत मिळेल

DELIVERED

[Handwritten Signature]

सह दुय्यम निबंधक बबई शहर क.

बबई शहर क.

राज्या मूल्य : ₹.0/-
भारतते मुद्रांक शुल्क : ₹.500/-

1) टिक्याचा प्रकार : By Cash रक्कम : ₹.100

1) टिक्याचा प्रकार : By Cash रक्कम : ₹.360

DELIVERED

बबई - 2
0037 / 47
2009



Branches : Dadar / S.B.Marg / Thane / Lohypuram / Chembur / Vileparle / Dombivli / Gorel

No.: 4366 Date 22/05/2009
Received from Shri/Smt. Vikas K. Gupta

Rs. _____ the sum of _____ as under
Cash / Cheque Valid on realisation of cheque.

500 X 1	500	/
10 X 10	10	/
FRANKING CASH TOTAL		5100

FRANKING RECEIVED
20 AUG 2009
C.K.P. CO-OP. BANK LTD.
DADAR BR., MUMBAI-28

बबई - २
वसु / य
२०१२

GENERAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENT SHALL COME I, VIKAS K. GUPTA, having my office at 1st Floor, Omkar Esquare, opp. Sion-Chunabhatti Signal, Sion (East), Mumbai-400 032 hereby send my GREETINGS:

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH that I, VIKAS K. GUPTA, on my personal behalf as the Director of any public or private limited company as also as a Partner of any Partnership Firm as also acting as a Constituted Attorney for and on behalf of the executor vide such



6078 9
2009

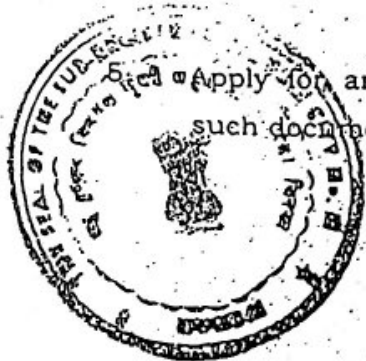
Authorised Signatory
The C.K.P. Co-Op. Bank Ltd.
7th, Vijay Nagar Bldg,
M. Chawale Marg, Dadar,
Mumbai-400028
D-5/STP/V/C.R.1025/01/05/1335 TO
338

INDIA
STAMP DUTY MAHARASHTRA
20160
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SPECIAL
ADHESIVE
AUG 20 2009
11:34
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Power of Attorney do hereby appoint, nominate and constitute (1) ASHOK KUMAR SARAOGI, (2) RAVI DIXIT, (3) SUBHASH SHARMA and (4) SANTOSH GARUD to be my true and lawful Attorneys to severally do the following acts, deeds, matters and things on my behalf / on behalf of any public or private limited company / on behalf of any partnership for me, for such limited company and for such partnership firm and in my name, in name of such company and in name of such partnership and in my name as Substitute Attorney under any other Power of Attorneys granted to me by any executor in respect of the properties more specifically set out in the Schedules written hereunder (hereinafter referred to as "the said properties").

पंजी - २
७०८४/४३
२०१२

1. To appear before the Sub-Registrar of Assurance or any other Competent Authority and to lodge deeds, documents and writings executed by me in respect of the said properties.
2. To admit execution of such deeds, documents and writings executed by me for self or for such limited Company or such partnership firm before the Registrar of Assurances.
3. To do all acts, deeds, matter and things for getting all such deeds, documents and writings duly registered in the Sub-Registrar of Assurances or any other Competent Authority as my Lawful Attorney deems fit and proper.
4. Receive back the said documents from the Sub-Registrar of Assurance and or any other Competent Authority and give effective and valid receipt and discharge thereof.



Apply for and obtain certified copies or true copies of such documents, when duly registered.

पंजी - २
७०८४/२
२००९

6. The powers conferred upon our Attorneys are to be construed as widely as possible.

7. AND I DO HEREBY agree to ratify and confirm all and whatsoever my said Attorneys shall lawfully do or cause to be done in the premises aforesaid by virtue of these present.

बंद - २
७७१ / ४२
२०१२

DIGAMBAR, PAREL BHOIWADA

THE SCHEDULE OF THE PROPERTY

ALL THAT piece or parcel of land admeasuring 3975.16 sq.mtrs or thereabouts situate, lying and being at C.S. no.709 and Plot Nos. 94,95,96 and 97, Dadar Naigaum Division, Scheme 60 of Naigaum Estates situated at Jerbai Wadia Road , F/S Ward, Parel, Mumbai 400 012 and bounded as follows:-

- Towards North St.Xavier Street
- Towards South Jerbai Wadia Road
- Towards West Property of Sahyadri CHS
- Towards East Deep Residency

AMBEDKAR NAGAR

THE SCHEDULE OF THE PROPERTY

ALL that piece or parcel of land bearing Final Plot No. 616 (part) of TPS IV, Mahim Division, off Senapati Bapat Marg, Elphistone Road, Mumbai, admeasuring 12852.07 sq.mtrs., or thereabout within the Registration Sub-District and District of Mumbai City and Mumbai Suburban and bounded as follows:-

- On the North : Sewerage Purification Plant.
- On the South : F.P. No. 613 of TPS IV - Mahim
- On the East : F.P. No. 614 of TPS IV - Mahim
- On the West : Senapati Bapat Marg.



बंद - ३
७०८२ / ३
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VILE PARLE

THE SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of land, hereditaments and premises situate, lying and being at Final Plot Nos. 108 and 109, T.P.S. V, K/East Ward, Sant Janbai Road, Vile Parle (East) in the Registration District of Mumbai City and Mumbai Suburban admeasuring 6149.20 sq. mtrs. and bounded as follows:

- On or towards East : by Service Road
- On or towards West : by Navprabhat Society
- On or towards South : by Golden Swan City Club
- On or towards North : by Indulkar's factory

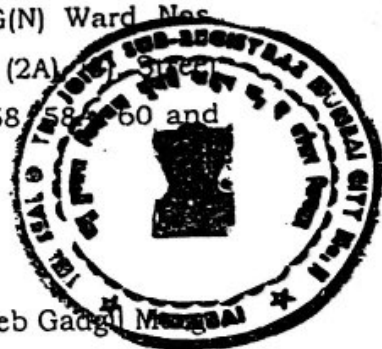
बबई - २
५७५/५५
२०१२

MITHAIWALA CHAWL, MAHIM

THE SCHEDULE OF THE PROPERTY

ALL that piece or parcel of land or ground with the structure and chawls standing thereon lying and being at the Corner of Kakasaheb Gadgil Marg and Gokhale Road (South) within the Registration Sub-District and District of Mumbai City and Mumbai Suburban admeasuring 1143.44 sq.mtrs. or thereabout and registered in the books of the Collector of Land Revenue under Final Plot No. 577 of T.P.S. IV, and in the books of Assessor & Collector of Municipal Rates & Taxes under G(N) Ward Nos. 3400(1), (1A), (1B), (2), 3401(101A), (1B), (1C), (2), (2A) No.864, 864B, 864C, 864A, 43-567B, 56D, 56E, 58, 58A, 58B, 58C, 58D, 58E, 58F, 58G, 58H, 58I, 58J, 58K, 58L, 58M, 58N, 58O, 58P, 58Q, 58R, 58S, 58T, 58U, 58V, 58W, 58X, 58Y, 58Z, 59, 59A, 59B, 59C, 59D, 59E, 59F, 59G, 59H, 59I, 59J, 59K, 59L, 59M, 59N, 59O, 59P, 59Q, 59R, 59S, 59T, 59U, 59V, 59W, 59X, 59Y, 59Z, 60 and bounded as follows :-

- On or towards North - By Gokhale Road
- On or towards South - By F.P. No. 577
- On or towards East - By Khed Gully, Kakasaheb Gadgil Marg
- On or towards West - By F.P. No. 568



OM LEVA VIKAS NIKETAN, MULUND

THE SCHEDULE OF THE PROPERTY

ALL that piece or parcel of land or ground situate, lying and being at Village Mulund at Nanepada Road, Mulund (East)



बबई - २
६०८४/४
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within the Registration Sub-District and District of Mumbai City and Mumbai Suburban admeasuring 922.50 sq.mtrs. or thereabout and bearing C.T.S.No.931 B/1.

JANSHAKTI CHS, DADAR

THE FIRST SCHEDULE OF THE PROPERTY

ALL THAT piece or parcel of land or ground bearing Final Plot No.547, T.P.S. IV, Mahim Division, Popularly known as Bikaseth Wadi, Masjid Gully, Dadar(West), Mumbai, admeasuring about 806 Square Meters, within the Registration Sub-District and District of Mumbai City and Mumbai Suburban.

बबई - २
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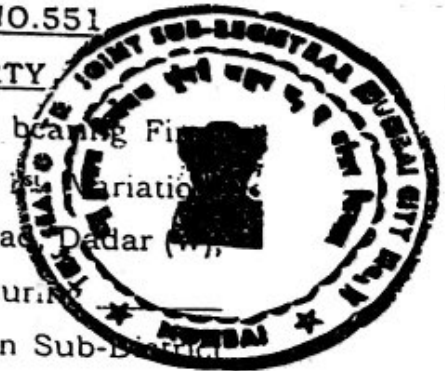
THE SECOND SCHEDULE OF THE PROPERTY

ALL THAT piece or parcel of land or ground bearing Final Plot No.551/A, G/North Ward, T.P.S. IV, Mahim (Area), 1st (Variation) (Final) situate at Masjid Gully of Bhavani Shankar Road, Dadar(West), Mumbai-400 028, admeasuring 1728.27 Square Meters, within Registration Sub-District and District of Mumbai City and Mumbai Suburban.

OM ARCADE (SAI SIDDHI CHS) F.P. NO.551

THE SCHEDULE OF THE PROPERTY

ALL THAT Piece or parcel of land or ground bearing Final Plot No. 551/A G-N Ward TPS IV, Mahim (Area) 1st Variation (Final) situate at Masjid Gali, of Bhavani Shanker Road, Dadar (W), Mumbai 400 028, Municipal Corporation admeasuring 1728.27 sq.mtrs. or thereabouts and within the Registration Sub-District and District of Mumbai City and Mumbai Suburban.

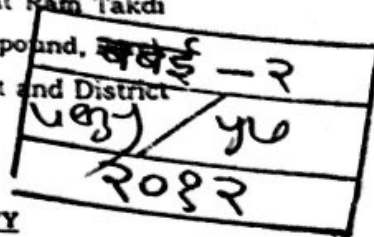


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GANESHWADI UTKARSH CHS, PAREL

FIRST SCHEDULE OF THE PROPERTY

The land bearing C.S. No.200(pt) & 3/159(pt) admeasuring 1118.93 sq. mtrs. and 3745.85 sq. mtrs respectively in all 4,864.78 sq. mtrs. of Parel-Sewri Division situated at Ram Takdi Road, now known as Ganeshwadi, Chandikadevi Compound, Mumbai-400 033 within the Registration Sub-District and District of Mumbai.



SECOND SCHEDULE OF THE PROPERTY

The plot of land bearing C.S. No.201 (pt) admeasuring 981.61 sq. mtrs. of Parel-Sewri Division situated at Ram Tekdi Road, now known as Ganeshwadi, Chandikadevi Compound, Parel, Mumbai-400 033, within the Registration Sub-District and District of Mumbai.

THIRD SCHEDULE OF THE PROPERTY

The land admeasuring 1.172 sq.mtrs. forming part of the larger land bearing C.S. No.200(pt) & 3/159(pt) (498.32 sq. mtrs. and 573.27 sq. mtrs. respectively) of Parel-Sewri Division at am Tekdi Road, now known as Ganeshwadi, Chandikadevi Compound, Parel, Mumbai-400 033, in the Registration Sub-District and District of Mumbai.

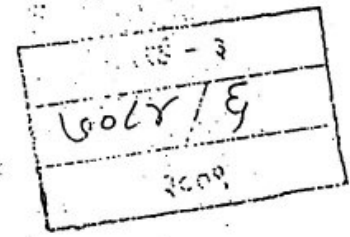


MAHALAXMI CHS, WORLI

THE SCHEDULE OF THE PROPERTY

All that Plot of land bearing Cadastral Survey No. 206(part) 793(part), 913 & 1629(part) of Lower Parel Division, G/South Ward, situate at Pandurang Budhkar Marg, Worli, Mumbai-400 030 admeasuring 25547.27 Square meters of thereabouts within the Registration District of Mumbai City and bounded as follows:-

- On or towards the North : Anna Nagar, 22.80 Mtr.
- D. P. Road (Proposed)



On or towards the South
On or towards the East
On or towards the West

Pandurang Budhakar Marg
Compound Wall of Century Mill
Asfalt Plant, Udyog Bhavan,
Bawan Chawl

OM SHIV SAI CHS, SION
THE SCHEDULE OF THE PROPERTY

बबई - २
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ALL THAT piece or parcel of land or ground bearing Cadastral Survey No. 6(Pt) 8/6 (Pt), 2/24, 2/23 of Sion Division, Near Sion Fort, F/North Ward of Municipal Corporation admeasuring 5521.29 sq.mtrs. or thereabout within the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows:-

- On or towards the North : Property of Om Shiv Sai CHS on C.S.No. 6(pt)
- On or towards the South : Property of C.S.No. 8/6
- On or towards the East : Sion Fort
- On or towards the West : Eastern Express Highway

BHOIWADA, PAREL (SANJAY GANDHI SMRUTI VASAHAAT)

SCHEDULE OF THE PROPERTY

ALL THAT piece or parce. of land or ground situated being at Parel-Bhoiwada, popularly known as Mahatma Gandhi Vasahat bearing Cadastral Survey No.645 to 651 of Parel Sewer Division admeasuring 7000 sq.mtrs (as per development Agreement dated 20/10/2006) C.S. No. 656(pt), 657(pt), 723(pt), 797(pt),174(pt), 655(pt), 795(pt) & 849(pt) of F/south ward Parel Sewree Division, Sanjay Gandhi Smruti Vasahat, Jerbai Wadia Road, Parel, Mumbai-400 012 or thereabout within the registration Sub-District and District of Mumbai City and Mumbai suburban.



बबई - ३
६०६४ / ६

CREST HOUSE, WORLI

THE SCHEDULE OF THE PROPERTY.

All that piece of land containing an area of one thousand one hundred ninety three only sq.yards (1293 sq.yards) equivalent to 1081.12 sq.mtrs. or thereabouts situate on and being Plot No.250B of Worli Scheme No.52, Estate of The Municipal Corporation with a building now known as Crest House standing thereon in the Registration District and Sub-District of Mumbai City and Mumbai Suburban bounded as follows :-

- On the North by - Municipal Asphalt Plant
- On the East by - Proposed 100' wide road
- On the South by - Plot No.250C of this Estate
- On the West by - 15' wide passage.

बबई - २
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Which piece of land as per the said lease forms portion bearing Cadastral Survey No.7/1629 (Part) of Lower Parel Division and in fact being Cadastral Survey No 1629 (Part) at Lower Parel Division. The said building consisting of Ground and Three Floors and constructed in the year 1992.

KHAPRIDEO CHS, PAREL

THE SCHEDULE OF THE PROPERTY

The Plot of land bearing cadastral Survey No.1/431, lying and being at Parel Tank Road, Parel, Mumbai - 400 012, in Sewri Division of "F/South" Ward of Mumbai Municipal Corporation in the District of Mumbai admeasuring 8,600 square meters of thereabouts.



MEMON CHAWL

SCHEDULE OF THE PROPERTY

ALL those pieces or parcels of land or ground bearing Final Plot No. 420 of T.P.S: IV, Mahim admeasuring 1050 sq.mtrs. or thereabout along with structures standing thereon within the



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७०८२ / ८
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Registration. Sub-District and District of Mumbai City and Mumbai Suburban.

PRABHADEVI, MANKAR BUILDING

THE SCHEDULE OF THE PROPERTY

ALL THOSE pieces or parcels of the land with structures standing thereon, lying and being situated at New Prabhadevi Road, bearing Final Plots Nos. 944, 945 and 946 admeasuring area 616.73 sq.mtrs., 521.74 sq.mtrs. and 578.60 sq.mtrs. respectively of T.P.S. IV of Mahim, Prabhadevi within the Registration Sub District and District of Mumbai City and Mumbai Suburban and property assessed under G/South Municipal Ward.

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५६४ / ९०
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SHASTRI BUILDING

THE SCHEDULE OF THE PROPERTY

ALL THAT piece or parcel of land or ground situate, lying and being at Mahim admeasuring 299.36 sq.mtrs. or thereabout with a building standing thereon known as Shastree Building, 39, Dnyan Mandir Road, Dadar, bearing Final Plot No. 245 TPS IV, Mahim, Street/Plot Old No.713-New No. 39, G/Ward No.4353 (1) within the Registration Sub-District and District of Mumbai City and Mumbai Suburban.

MALAD [JANU BHOYE NAGAR] PROPERTY

Schedule I

All that piece and parcel of land or ground situate lying and being at Village Malad, Malad (East), Taluka Borivali bearing 8:2, 813, 821 (Part), in the Registration District of Bombay City and Bombay Suburban now within the limits of Greater Mumbai admeasuring 27266.97 sq. meters or thereabouts.



Schedule II

All that piece and parcel of land or ground situate lying and being at Village Malad, Malad (East), Taluka Borivali bearing CTS No.



बबई - ३
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821 (Part), 805, 839, 840, 844, 811-A/7 in the Registration District of Bombay City and Bombay Suburban now within the limits of Greater Mumbai admeasuring 16250 sq. meters or thereabouts.

बबई - २
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Village: २०१२

Schedule III

All that piece and parcel of land situate lying and being at Village Malad (East), Taluka Borivli bearing Survey No - 284 Hissa No (pt) corresponding to CTS No 824(pt) in the Registration District of Bombay City and Bombay Suburban now within the limits of Greater Mumbai admeasuring 6020 sq.mtrs. or thereabouts.

Schedule IV

All that piece and parcel of land situate lying and being at Village Malad (East), Taluka Borivli bearing Survey No 282 corresponding to CTS No. 821 (pt) in the Registration District of Bombay City and Bombay Suburban now within the limits of Greater Mumbai admeasuring 4730 sq.mtrs. or thereabouts

CHEMBUR PROPERTY

SCHEDULE OF THE PROPERTY

All that piece or parcel of land or ground bearing CTS No.61(Part) of Village Chembur, with structures standing thereon popularly known as Shramjivi Nagar, Vasandrao Naik Marg, Shell C Road; Chembur, admeasuring 4324.29 sq. mtrs. or thereabouts within the Registration Sub-District and District of Mumbai City and Mumbai Suburban and bounded as follows:-

- On or towards the North : City Survey No.1834
- On or towards the South : Eastern Express Highway
- On or towards the East : City Survey No.61 (Part)
- On or towards the West : City Survey No.61 (Part):



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AMBY VALLY

SCHEDULE OF THE PROPERTY

All that piece and parcel of land or ground a portion admeasuring 2107 sq.mtrs or 0.2107 Hectares out of the said Land bearing Survey / Gat No 111, Village Deoghar Taluka Mulshi, District Pune and within the limits of the Group Gram Panchayat of Village [Ambavane] and which land is part of the said Final layout sanctioned by the Office of the Collector, District Pune vide order bearing No.PMA/NA/SR/27/2003 dated 3.2.2007 in respect of lands admeasuring in the aggregate Hectares 2261 = 24 Acres situate in Villages Ambavane, Visakhar, Peth Shahapur, Kolvali, Nandgoan, Deogar, Pomgaon and Khumberi all situated lying and being in Taluka Mulshi and which said plot Plinth No 549 (as per such Final layout).

बबई - २
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COLABA PROPERTY

SCHEDULE OF THE PROPERTY

ALL these piece or parcel of land or ground together with structures standing thereon bearing C.S. No.126 admeasuring 1026.82 Sq. Mtrs. and Property bearing C.S. No.3/127 admeasuring 201.68 Sq. Mtrs. totally admeasuring 1227.50 Sq. Mtrs. of Colaba Division, in the registration District and Sub-District of Bombay City situate, lying and being at Colaba Mumbai.



ANDHERI, PRAKASHWADI

SCHEDULE OF THE PROPERTY

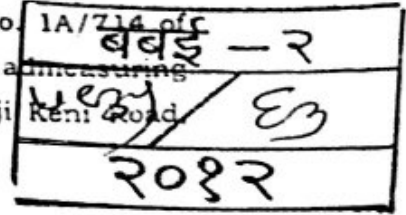
ALL those pieces or parcels of lands or ground situated lying and being at Village Gundavali with structures standing thereon and bearing CTS.No.265 of Village Gundavali, admeasuring 696.30 sq.mtrs and CTS Nos. 266 and 266/1 to 172, of Village Gundavali, Taluka. Andheri MSD admeasuring 10847.50 sq.mts or thereabouts, as per property register cards within the Registration District and Sub District of Mumbai City and Mumbai Suburban.

बबई - ३
६०८४/९९
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NAIGAON PROPERTY

SCHEDULE OF THE PROPERTY

All that piece or parcel of land bearing C.S. No. 1A/714 of Scheme No.60, Dadar Naigaon Estate Division, admeasuring 815.22 sq. mtrs. bearing Plot No. 106-B at Govindji Naigaum, Mumbai- 400 014.



AND

All that piece or parcel of land bearing C.S. No. 1B/714 of Scheme No.60, Dadar Naigaon Estate Division, admeasuring 815.22 sq. mtrs. bearing Plot No. 106-C at Govindji Keni Road, Naigaum, Mumbai- 400 014.



YUSUF MALKANI PROPERTY [Malad]

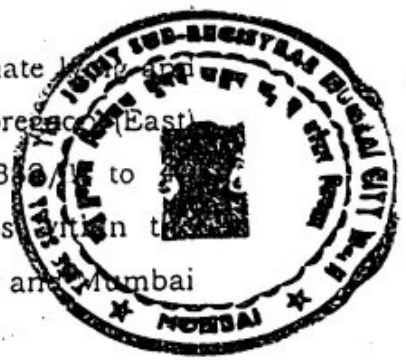
SCHEDULE OF THE PROPERTY

All that piece or parcel of land or ground together with the structure standing thereon situate, lying and being at Village Malad, Taluka Borivali in the Registration District and Sub-District of Mumbai City and Mumbai Suburban bearing Survey No. 273, Hissa No.1/8, CTS No.749, 749/1 in all admeasuring about 6028.6 sq. mtrs equivalent to 7209 sq. yards or thereabout.

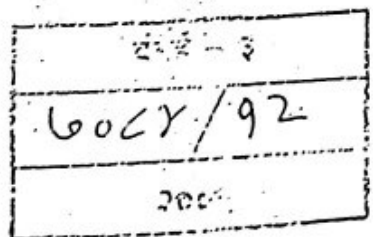
UDUPI [MUNGEKAR] PROPERTY [Goregaon]

SCHEDULE OF THE PROPERTY

ALL THOSE pieces or parcels of land or ground situate being at village Pahadi, Peru Baug, Aarey Road, Goregaon (East) bearing Survey No. 97 (part), C.T.S. No. 332, 333 to 336 admeasuring 1664.3 square meters or thereabouts in the Registration Sub District and District of Mumbai City and Mumbai Suburban and bounded as follows:-



- On or towards the North by Aarey Road
- On or towards the South by CTS no.326, 327, 328
- On or towards the East by CTS no.298
- On or towards the West by CTS no. 330, 331



VGS CONSTRUCTION [JALDHARA - DINDOSHI PROPERTY]

SCHEDULE OF THE PROPERTY

ALL THAT piece or parcel of land or ground situate, and being at Srikrishna Nagar, General Arun Kumar Vaidya Marg Village Goregaon (East), Taluka Borivali, Mumbai District, Mumbai 400 065, bearing CTS No. 827 (part) & 827 (part), admeasuring 11,971.71 sq.mtrs. or thereabout within the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows:-

कबई - २
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On or towards the North
On or towards the South
On or towards the East
On or towards the West

Building constructed under Shivshai Prkalp
Existing Road
Uttekar Comp
Slum & Indira Gandhi
Research Centre,
CTS No.827, D-Part with Bldg,
constructed under Shivshai Prkalp

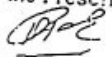



IN WITNESS WHEREOF we have hereunto set our hands and seal at Mumbai on this 20th day of August 2009.

Signed & Delivered by the withinnamed


(VIKAS K. GUPTA)



In the Presence of
1. 
2. 

कबई - ३
6002/92
2009

WE ACCEPT:-

(ASHOK KUMAR SARAOGI)

(SUBHASH SHARMA)

Photographs of

(VIKAS GUPTA)



(ASHOK KUMAR SARAOGI)



(RAVI DIXIT)

(RAVI DIXIT)

(SANTOSH GURUD)

Left Hand Thumb Impression of



(VIKAS GUPTA)



(ASHOK KUMAR SARAOGI)



(RAVI DIXIT)



बबई - ३
६०८४/१४
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बबई - २
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Photographs of

Left Hand Thumb Impression of



(SUBHASH SHARMA)



(SUBHASH SHARMA)

बबई - २
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(SANTOSH GURUD)



(SANTOSH GURUD)



बबई - ३
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7084/2009
मुद्रांक शुल्क: ₹.500/-

मोचदत्ता: ₹.0/-

दुय्यम तिबंधक मुंबई शहर 3 यांचे कार्यालयात
7084 वर दि.20/08/2009
5:37:46:000PM वा. हजर केला.

पावती

सादर करणाराचे नाव: पिफस के गुता

नोंटणी फी : ₹.100.00
टस्त हानाळणी फी : ₹.360.00
पृष्ठांची संख्या : 15

एकुण ₹.460.00

हजर करणा-वाची सही :-

दु. नि. मुंबई शहर क 3

सह दु. नि. मुंबई शहर क 3

वेळ: Aug 20 2009 5:46PM ची वेळ: (सादरीकरण)

वेळ: Aug 20 2009 5:46PM ची वेळ: (फी)



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634/64
2012



आर्य समाज, मुंबई
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 २. अर्जा
 ३. अर्जा
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 ९. अर्जा
 १०. अर्जा

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आर्य समाज, मुंबई
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 १०. अर्जा

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7094 / 2020



प्रमाणित करण्यात येते की, दस्तावेज
 एकूण ३ पाने आहेत, पुस्तक
 क्रमांक १, बंबई-३ ७०९४/२००९
 मंडळ
 दिनांक २०.०९.०९

बंबई - ३
७०९४ / ३८
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याह-दुसरा मंडळ, मुंबई नगर-३
 अधिकाऱ्यांनी सुनावणी करण्याखेरीज
 शिरोकार्यास सात अधिकार असलेला.

बंबई - २
७५५ / ६६
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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

PALHAL SMITA SHANKAR

RAMCHANDRA BHIKAJI KHARAT

09/10/1960

Permanent Account Number
ACDPP0167A

S. S. Ravi

Signature



बवई - २
५९५ / ६०
२०१२

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SWARNJEET SHANKARRAO PALHAL

SHANKARRAO BALAJI PALHAL

20/09/1984

Permanent Account Number
AOGPP6758L

S. S. Ravi

Signature



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

PRAVIN PRAKASH JOIL

PRAKASH JOIL

17/10/1988

Permanent Account Number
AJVPJ4461A

P. Pravin
Signature



बबई - २
७७३५ / ७७
२०१२

७५

आयकर विभाग
INCOME TAX DEPARTMENT
RUPESH MOHAN GADE
MOHAN SURYABHAN GADE
04/11/1989
Permanent Account Number
AR0PG6707H

भारत सरकार
GOVT. OF INDIA



17 ऑक्टोबर 2012 3:25 म.नं.

दस्त गोषवारा भाग-1

बवई2

दस्त क्रमांक: 7935/2012

क्रमांक बवई2 /7935/2012

र शुल्क: रु. 1,16,94,500/-

मोबदला: रु. 1,68,49,600/-

शे मुद्रांक शुल्क: रु.8,53,000/-

सह. दु. नि. बवई2 यांचे कार्यालयात

7935 वर दि.17-10-2012

3:24 म.नं. वा. हजर केला.

पावती:8146

पावती दिनांक: 17/10/2012

सादरकरणाराचे नाव: डॉ राजेश संगायर पाटील

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1460.00

डाटा एन्ट्री

रु. 20.00

पृथांजी संख्या: 73

एकूण: 31480.00

हजर करणाऱ्याची सही:

सह दुय्यम अधिकारी, मुंबई-2

सह दुय्यम अधिकारी, मुंबई-2

दस्ताचा प्रकार: अभिहस्तांतरणपत्र

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

शिक्का क्रं. 1 17 / 10 / 2012 03 : 24 : 27 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 17 / 10 / 2012 03 : 25 : 30 PM ची वेळ: (फी)



प्रमाणित करणेत येते की

दस्तामध्ये एकूण ७३ पाने आहेत

पुस्तकक्रमांक १, बवई-२, ७९३५, २०१२

नोंदला

दिनांक १७/१०/२०१२

सह. दुय्यम अधिकारी, मुंबई शहर-२

17/10/2012 3 29:08 PM

दस्त गोपवारा भाग-2

बबइ2

दस्त क्रमांक:7935/2012

दस्त क्रमांक : बबइ2/7935/2012

दस्ताचा प्रकार :- करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: मे. ओमकार रिअल्टर्स अँड डेव्हलपर्स तर्फे संचालक विकास गुप्ता तर्फे मुखत्यार अशोककुमार सरावगी पत्ता: प्लॉट नं: .. माळा नं: .. इमारतीचे नाव: ओमकार हाऊस, ब्लॉक नं: .. रोड नं: इस्टर्न एक्सप्रेस हायवे बुनाभट्टी सिव्हाल, सायन मुं, .. पिन नंबर: AAACO7919F	लिहून देणार वय :- 51 स्वाक्षरी:		
2	नाव: डॉ राजेश गंगाधर पाटील पत्ता: प्लॉट नं: 5, माळा नं: तळमजला, इमारतीचे नाव: डॉक्टर हार्टर्स नं 1, ब्लॉक नं: .. रोड नं: केशवराव खाडे मार्ग मुं, .. पिन नंबर: AOGPP6760A	लिहून घेणार वय :- 36 स्वाक्षरी:		
3	नाव: डॉ सारीका राजेश पाटील पत्ता: प्लॉट नं: 5, माळा नं: तळमजला, इमारतीचे नाव: डॉक्टर हार्टर्स नं 1, ब्लॉक नं: .. रोड नं: केशवराव खाडे मार्ग मुं, .. पिन नंबर: AOGPP6747P	लिहून घेणार वय :- 31 स्वाक्षरी:		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ: 17 / 10 / 2012 03 : 27 : 35 PM

ओळख:-

छातीत इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव: स्मिता शंकर पल्हाळ वय: 52 पत्ता: बी 2, 502 कुमार प्राईड पार्क, सेनापती बापट मार्ग पुणे पिन कोड: 411016	स्वाक्षरी	
2	नाव: स्वर्णजीत पल्हाळ वय: 26 पत्ता: बी 2, 502 कुमार प्राईड पार्क, सेनापती बापट मार्ग पुणे पिन कोड: 411016	स्वाक्षरी	

शिक्का क्र.4 ची वेळ: 17 / 10 / 2012 03 : 28 : 39 PM

शिक्का क्र.5 ची वेळ: 17 / 10 / 2012 03 : 29 : 06 PM नोंदणी पुस्तक 1 मध्ये



*सदर दस्तऐवज ... अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस
दाखल केले. संपूर्ण मजकूर, निब्यादक व्यक्ती, साक्षीदार व
सोबत जोरदार तपासली आहे. * दस्ताची सत्यता, वैधता
आणि कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.
लिहून देणारे: 17/10/12
लिहून घेणारे: 17/10/12

7935 /2012

.....
DATED THIS 20th DAY OF August 2009
.....

FROM
MR VIKAS GUPTA

TO
MR. ASHOK KUMAR SARAOGI & ORS.

G-59

GENERAL POWER OF ATTORNEY
=====


Dated 20th this day of August, 2009



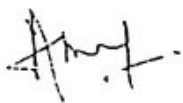
बबई - २
७७५ / ६६
२०१२

प्रायाचिन जगद्विद्याया ठसा


7084 / 2005
 गुजरातनामा
 3. पी वल: (क्युली) Aug 20 2009 5:48PM
 4. पी वल: (जीळय) Aug 20 2009 5:49PM
 5. पी वल: (नौदणी) Aug 20 2009 5:49PM
 पक्षकाराचे नाव व पत्ता

नाम: विकास के गुसा
 Saler/Executor
 पता: 1. ला मजला, ओमकार एस्केअर, सायन पुनाभट्टी घब :- 27
 एसतराव नाईक महानागे, सायन
 पिन नंबर:


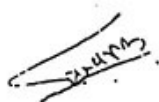


नाम: अशोककुमार - सरावगी
 Purchaser/Buyer/Executor
 पता: 1. ला मजला, ओमकार एस्केअर, सायन पुनाभट्टी घब :- 48
 एसतराव नाईक महानागे, सायन
 पिन नंबर:





नाम: रवि - टिळीत
 Purchaser/Buyer/Executor
 पता: 1. ला मजला, ओमकार एस्केअर, सायन पुनाभट्टी घब :- 39
 एसतराव नाईक महानागे, सायन
 पिन नंबर:




नाम: मुशाव - शमी
 Purchaser/Buyer/Executor
 पता: 1. ला मजला, ओमकार एस्केअर, सायन पुनाभट्टी घब :- 31
 एसतराव नाईक महानागे, सायन
 पिन नंबर:




नाम: सतीष - गवड
 Purchaser/Buyer/Executor
 पता: 1. ला मजला, ओमकार एस्केअर, सायन पुनाभट्टी घब :- 32
 एसतराव नाईक महानागे, सायन
 पिन नंबर:




प्रीत टन्तराज करन एणार तथाकथीत गुजरातनामा वा टन्त एणज करन टिल्याचे कथन करतात.

सह दुय्यम निबंधक
मुंबई शहर क. ३

