

Kustomjee

Elanza

F (E)



photo by Sam K... *[Handwritten signature]*

AGREEMENT FOR SALE

FLAT NO. 1602 ON 16th FLOOR

IN "A" WING

[Handwritten signature]
Unit 1602
Elanza Wing A

Kustomjee®

Come Home



Thursday, 08 October 2009
12:27:32 PM

Original

नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 8630

गावाचे नाव मालाड

दिनांक 08/10/2009


दस्ताऐवजाचा अनुक्रमांक वदर2 - 08620 - 2009

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: संजय पटनाईक - -

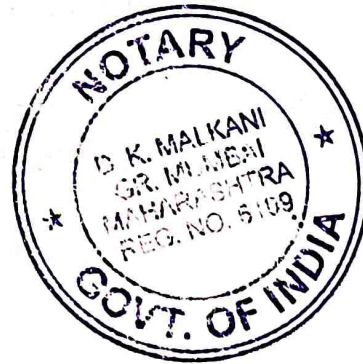
नोंदणी फी	:-	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (72)	:-	1440.00
एकूण रु.		31440.00

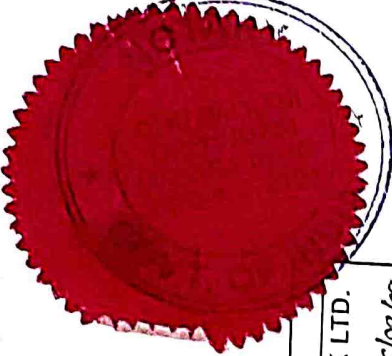
आपणास हा दस्त अंदाजे 12:42PM ह्या वेळेस मिळेल


दुय्यम निबंधक
बोरीवली 1 (मालाड)

बाजार मुल्य: 5988012 रु. मोबदला: 9787500 रु.
भरलेले मुद्रांक शुल्क: 471980 रु.

देयकाचा प्रकार : डीडी/धनाकर्पाट्टारे:
बँकेचे नाव व पत्ता: कार्पोरेशन बँक:
डीडी/धनाकर्प क्रमांक: 050736; रक्कम: 30000 रु.; दिनांक: 07/10/2009





Customer's Copy
THE KAPOL CO-OP. BANK LTD.
 FRANKING DEPOSIT SLIP
 Branch: **32333** Date: **16/09/09**
 Pay to: Acct. Stamp Duty
 Franking Value Rs. **471980/-**
 Service Charges Rs. **-**
 TOTAL Rs. **471980/-**
 Name & Address of the Stamp duty paying party
Shri - Sanjay Patnaik
H-12, 7&8 Developed Area
Civil Township Rourkela sub
division Orissa - 769004
 Tel: **066-2621133**
 Deposit made on: **16/09/09**
 Date of issue: **16/09/09**
 Branch: **32333**
 Office: **32333**
 Franking Sr. No. **PL-546 RS**
 Cashier **PCB/SH**

Notarial.
REG. SR. No.
11538/09
bc-24/10/09.



DELIVERED DOCUMENTS



ARTICLES OF AGREEMENT

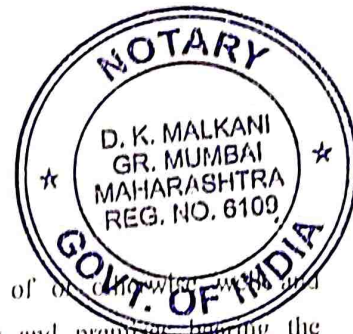
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This Articles of Agreement is made and entered into at Mumbai on this 16 day of OCTOBER 2009, Between **KEYSTONE REALTORS PVT. LTD** a company registered under the Companies Act 1956 having its registered office at 3rd Floor, JMC House, Bisleri Compound, W. E. Highway, Andheri (East) Mumbai - 400 099, hereinafter for brevity sake called "**THE PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said company and its successors and assigns) of the One Part And **SHRI/MRS/MISS/Ms. SANJAY PATNAIK**

Indian inhabitant having their address for the purpose of these presents as **H-12, 7&8 DEVELOPED AREA, CIVIL TOWNSHIP, ROURKELA, SUNDERGARH, ORISSA - 769004.** hereinafter referred to as "**THE PURCHASERS/S**" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include in case of individual/s, his/her/their heirs, executors, administrators and permitted assigns, and in case of partnership firm the partner or partners for the time being of the said firm, the survivor or survivors and the heirs, executors, administrators and permitted assigns of the last survivor and in case of company its successors and permitted assigns) of the Other Part:

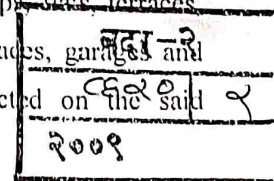
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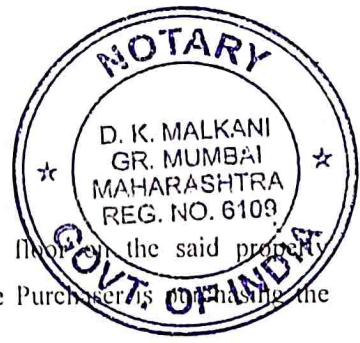


WHEREAS:

- (a) The Promoters are seized and possessed of ~~of~~ and sufficiently entitled to land, hereditaments and premises bearing the property bearing Survey No.429, Hissa No.3 and corresponding to CTS.No.1070, 1070/1 to 6 admeasuring 16897.10 sq.mts or thereabouts, of Malad (S), Chinchavli Bunder Road, Malad (W), Mumbai more particularly described in the Schedule hereunder written (hereinafter called "the said property")
- (b) By a Conveyance dated 01.08.2006 and registered with the Sub-Registrar of Assurances, Borivali, Mumbai under No.BDR2/05402/2006 on 01.08.2006 the said property has been duly conveyed to the Promoters and the said conveyance has been duly registered and Index II thereof has been issued by the Sub-Registrar of Assurances at Bombay.
- (c) The Promoters are entitled to develop the said property and construct the said building/s known as "RUSTOMJEE ELANZA" and sell on Ownership basis and/or otherwise deal with and dispose of flats, terraces, open spaces/gardens, parking spaces, garages in the said buildings being constructed on the said property;
- (d) The plans for construction of the buildings on the said property are approved and sanctioned by MCGM. The final plans are approved and sanctioned under I.O.D. No.CHE/7439/BP(WS)/AP, dated 21st March 2007 and on 22nd March 2007 the Commencement Certificate ("CC") is issued by MCGM. The copies of the IOD and CC are hereto and marked as Annexure "A" and "B" respectively;
- (e) A copy of the Certificate of Title dated 21st November 2006 of the said property issued by Kantilal Underkat & Co. is hereto and marked as Annexure "C."
- (f) The terrace/terraces attached to the flat/flats shall be treated as forming part of the flat/flats to which the same shall be attached and the Promoters shall be entitled to allot the same as the deem fit.
- (g) The Promoters intends to sell on Ownership basis shops, flats, terraces, open spaces/gardens/basements/open/stilled parking spaces, garages and other premises in the said buildings being constructed on the said property;



- (h) The Promoters have informed the Purchaser and the Purchaser is aware that the Promoters have not yet completely finalized the entire scheme of development thereof and have reserved to itself the right to amend from time to time the plans for construction from time to time and to amend the

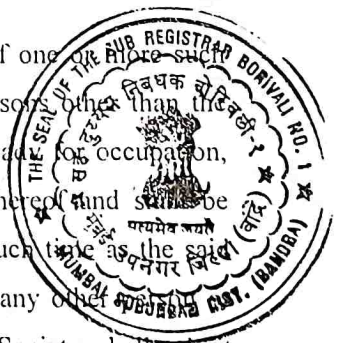


building plans and/or construct additional floors on the said property including on the said building in which the Purchaser is purchasing the said flat.

(i) The Purchaser has demanded from the Promoters and the Promoters have given inspection to the Purchaser of all the documents of title relating to the said property and the layout plans and Building plans, designs and specifications prepared by the Promoters' Architects and of other documents as are specified under the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act, 1983 herein referred to as "the said Act" and the Rules made there under and the Promoters have supplied to the Purchaser copies of such of the documents as are mentioned in Rules of the above referred Act as demanded by the Purchaser. The Purchaser has seen the building plan in respect to the said building as at present envisaged and approved by the Corporation;

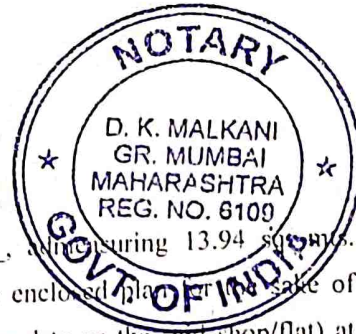
(j) The Promoters are entering into separate Agreements (in form similar to this Agreement) with several other persons and parties who may agree to purchase the Flat Premises on Ownership Basis on the same terms and conditions herein contained except and subject to such modification as may be necessary or considered desirable or proper by the Promoters with a view that the Purchaser of various premises in the said building to be always known as "RUSTOMJEE ELANZA", shall become members of the Society.

(k) It has been agreed by and between the parties that if one or more such premises are not sold, taken or acquired by any persons other than the Promoters at the time when the said buildings are ready for occupation, the Promoters will be deemed to be the Owners thereof and shall be entitled to deal with and dispose of the same until such time as the said premises are agreed to be sold by the Promoters to any other persons or party as they may deem fit; and the Society shall admit Purchaser of such premises without any Charges as the member of the said society save and except entrance fee of Rs.100/- and share money of Rs.250/- for purchase of 5 shares of such society;



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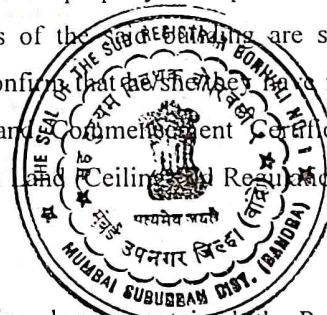
(l) The Purchaser has with full knowledge of all the terms and conditions and covenants contained in the papers, plans, orders, schemes and documents referred to herein above has agreed to purchase and acquire from the Promoters the said Shop/Flat/Row-Houses/Terraces/Open Space/Garden, Basement Premises No. 1602 on 16th Floor in "A" Wing, of building to be always known as "RUSTOMJEE ELANZA" along with Ground/



- ✓ Podium/Stilt parking space No. _____, admeasuring 13.94 sq.mts., built up or thereabouts, as shown on the enclosed plan for the sake of brevity and convenience (hereinafter referred to as the said shop/flat) at the lump sum price and upon and subject to the terms and conditions and covenant herein contained;
- (m) The Purchaser has entered into the present Agreement and agreed to acquire the said premises knowing fully well that the scheme of development proposed to be/being carried out by the Promoters on the said property. Therefore the Promoters may require to amend, from time to time, the layout, plans and design and the Purchaser has no objection to the Promoters making such amendments.
- (n) Under Section 4 of the said Act, a written agreement for sale of the said flat is required to be executed with the purchaser being in fact these presents and also to register the said agreement under the Indian Registration Act, 1908.

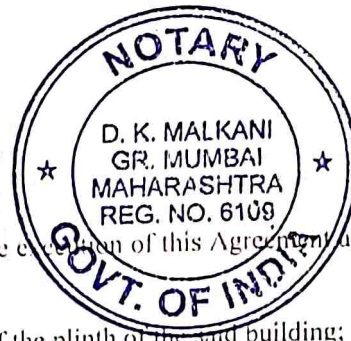
NOW IT IS HEREBY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The recitals contained above form an integral part of the agreement as if the same were set out and incorporated in the operative part.
2. The Promoters are constructing the proposed building to be always known as "RUSTOMJEE ELANZA" on the property more particularly described in the Schedule; and the plans of the said building are sanctioned as recited above. The Purchaser confirms that he/she/they have inspected the said sanctioned plans I.O.D. and Government Certificate and the permission granted under Urban Land Ceiling and Regulation Act, 1976 prior hereto;
3. Subject to the terms and conditions herein contained, the Promoters have agreed to sell and the Purchaser has/have agreed to purchase Flat No. 1602 on 16th Floor in "A" Wing, admeasuring about 80.57 square Mtrs., equivalent to 867.04 Square Feet (carpet area, which is inclusive of the area of balconies), along with Ground/ Podium/Stilt parking space No. _____, admeasuring 13.94 sq.mts., built or thereabouts, of the building to be always known as "RUSTOMJEE ELANZA", for the lump sum consideration of Rs. 97,87,500/- (Rupees Ninety Seven Lakhs Eighty Seven Thousand Five Hundred only) which shall be paid by the Purchaser to the Promoters in the following manner :-



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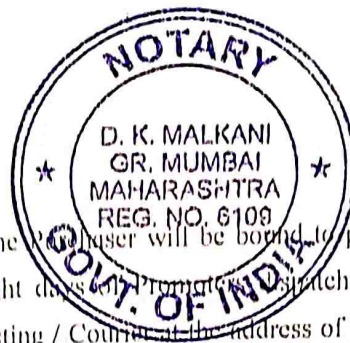
- (1) Rs. 21,00,000/- on or before the completion of this Agreement as earnest money deposit;
- (2) Rs. /- on completion of the plinth of the said building;
- (3) Rs. 10,32,000/- on or before completion of Podium of the said building;
- (4) Rs. 5,87,250/- on or before casting of 1st slab of the said building;
- (5) Rs. 5,87,250/- on or before casting of 4th slab of the said building;
- (6) Rs. 5,87,250/- on or before casting of 7th slab of the said building;
- (7) Rs. 4,89,375/- on or before casting of 10th slab of the said building;
- (8) Rs. 4,89,375/- on or before casting of 13th slab of the said building;
- (9) Rs. 4,89,375/- on or before casting of 16th slab of the said building;
- (10) Rs. 4,89,375/- on or before casting of 19th slab of the said building;
- (11) Rs. 4,89,375/- on or before casting of 22nd slab of the said building;
- (12) Rs. 4,89,375/- on or before casting of 25th slab of the said building;
- (13) Rs. 4,89,375/- on or before casting of 28th slab of the said building;
- (14) Rs. 4,89,375/- on or before casting of top slab of the said building;
- (15) Rs. 4,89,375/- on or before completion of the building;
- (16) Rs. 4,89,375/- on completion of the building and before or immediately on offering of possession of the said premises.



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All above payments shall be made by the Purchaser to the Promoters in the name of KEYSTONE REALTORS PVT. LTD., STATE BANK OF INDIA PROJECT ELANZA A/C. No.30742784135.

4. The Purchaser/s shall pay the amounts as aforesaid on the due dates without fail and without any delay or default. Time for payment of the aforesaid installments is the essence of the contract. The Promoters will forward to the Purchaser/s by ordinary post intimation of the Promoters having carried out the aforesaid work at the address given by the



Purchaser under this Agreement and the Promoter will be bound to pay the amount of installments within eight days of Promoter's dispatching such intimation under certificate of Posting / Court at the address of the Purchaser/s as given in these presents. The Promoters will keep certificates of their Architects certifying that the Promoters have carried out given items of work and such certificate will be open for inspection by the Purchaser/s at the office of the Promoters and such certificate shall be valid and binding upon the Purchaser/s and the Purchaser/s agree/s not to dispute the same;

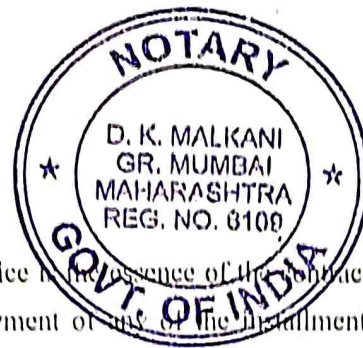
5. The consideration amount of the said flat has been agreed to by and between the parties hereto on the basis of the present cost of the building materials, services and labor charges as on 03/08/2009. The flat Purchaser hereby expressly agrees that in the event of the cost of building material and/or services and/or liaison charges hereafter increases by more than 10% from the present rates, the Purchaser shall pay to the Promoters a further amount of the Purchase price equal to the increased cost building material and/or labor charges above 10% from the present rates as may be certified by the Promoters/Architects and such escalated price shall be paid by the Purchaser to the Promoters divided equally along with the unpaid balance of the installments of the consideration amount payable as aforesaid. The expression "consideration amount" or "purchase price" or "balance of purchase price" or "all the amounts" or "final dues" wherever appearing in these presents shall deem to include such escalated price if any and till the purchaser pays to the Promoters the entire consideration amount inclusive of escalated price if any together with any other payments and deposits, the Purchaser shall be entitled to the possession of the said flat.

6. The Purchaser/s shall be entitled to the limited common area and facilities along with the said premises and the extent, nature and description of such limited common areas and facilities which shall become entitled to enjoy in the Limited Common area and facilities appurtenant to the said premises agreed to be allotted is hereunder written;



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7. The said premises shall contain specifications, fixtures, fittings and amenities as set out in the Annexure "D" hereunder written and the Purchaser confirms that the Promoters shall not be liable to provide any other specification, fixtures, fittings and amenities in the said premises.



8. Time for the payment of the purchase price in the absence of the contract. If the Purchaser commits default in payment of any of the installments mentioned in Clause 3 aforesaid and if the default continues in spite notice in writing sent by the Promoters to the Purchaser requiring Purchaser to pay to the Promoters the outstanding installments together with interest thereon, the Promoters shall be at liberty to terminate this Agreement and forfeit the earnest money/deposit paid by the Purchaser to the Promoters. The Promoters shall however on such termination refund to the Purchaser the balance of part payment if any, after forfeiture of the aforesaid amount, which may have till then been paid by the Purchaser to the Promoters but without any interest or compensation or otherwise. On the Promoters terminating this Agreement the Promoters shall be at liberty to sell and dispose of the said premises to any other person as the Promoters may deem fit at such price as the Promoters may determine and the Purchaser shall not be entitled to question such sale or to claim any amount from the Promoters;


9. Without prejudice to Promoters other rights under this Agreement and / or in law in Purchaser shall be liable, at the option of the Promoters to pay (and hereby agree to pay) to the Promoters interest at the rate of 24% per annum on all amounts that may be due and payable by the Purchaser under the Agreement, if any such amount remains unpaid for seven days or more after becoming due;

10. The Purchaser hereby confirms that the Promoters will be entitled to utilize any F.S.I. and/or TDR and/or any other benefits which may be available on the said property or any part thereof or as the case may be and the Purchaser agrees and irrevocably consents not to have any demand or dispute or objection in that behalf.

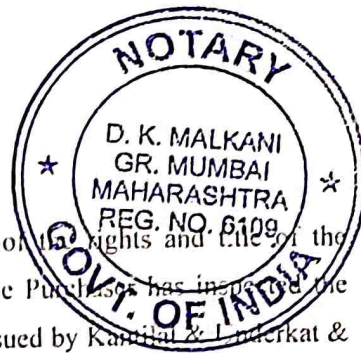
11. It is expressly agreed that the right of the Purchaser under this Agreement is restricted to the said premises agreed to be acquired by the Purchaser only. The Purchaser hereby confirms and consents to grant the irrevocable right of the Promoters to construct the building "RUSTOMJEE ELANZA" on the said property in the manner deemed fit by the Promoters without any further or other consent or concurrence in future.



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12.

The Purchaser has made inquiries, investigated and is aware of the title and rights of the Promoters/Society to the said property. The Purchaser has agreed to acquire the said premises after thorough enquiries and



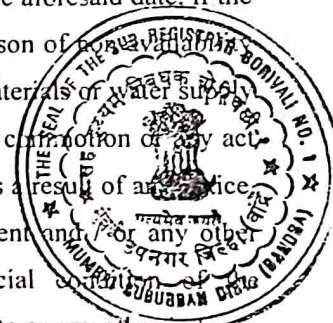
investigation and after being fully aware of the rights and title of the Promoters/Society to the said property. The Purchaser has inspected the original title certificate dated 21.11.2006 issued by Kamal & J. Dierkat & Co., Advocates & Solicitors. The Purchaser hereby undertakes not to raise any objection and/or requisitions to the right and title of the Promoters/Society to the said property.

13. Possession of the said premises shall be delivered by the Promoters to the Purchaser after the said premises are ready for use and occupation PROVIDED all the amount due and payable by the Purchaser under this Agreement are paid to the Promoters. The Purchaser shall take possession of the said premises within seven days of the Promoters giving written notice to the Purchaser intimating that the said premises are ready for use and occupation. The Purchaser shall before taking possession of the said premises, inspect the same thoroughly and point out defects if any in construction and / or amenities and facilities and will take possession only after rectification thereof if any required. In the event of the Purchaser taking possession of the said flat he should be deemed to have inspected the same thoroughly and found the same without defect in construction and / or amenities and facilities unless otherwise recorded in writing;

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(a) Possession of the said premises shall be delivered by the Promoters to the Purchaser on or before 31st MARCH 2011.

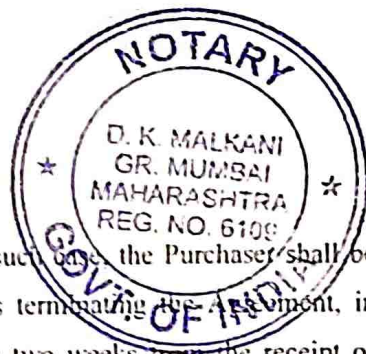
(b) The Promoters shall not incur any liability if they are unable to deliver possession of the said premises by the aforesaid date, if the completion of the project is delayed, by reason of non-availability of steel and / or cement or other building materials or water supply or electric power or by reason of war, civil commotion or any act of God or if non-delivery of possession is as a result of an order, rule or notification of the Government and / or any other public or competent authority or financial crisis or any other industry Promoters or economy downswing real estate or any other industry or any force majeure or vis majeure or for any other reason beyond the control of the Promoters and in any of the aforesaid events the Promoters shall be entitled to the extension of time for delivery of possession of the said premises;



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15. If for any reason the Promoters are unable or fail to give possession of the said premises to the purchaser within the date specified in clause (14a) above, or within any further date or dates as may be mutually agreed to by

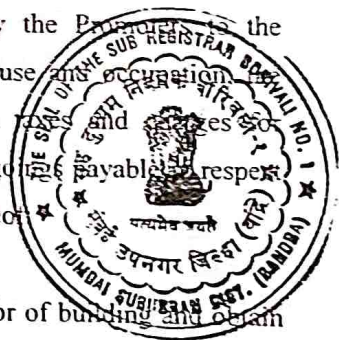


and between the parties hereto, then in such case, the Purchaser shall be entitled to give notice to the Promoters terminating the Agreement, in which event, the Promoters shall within two weeks from the receipt of such notice, refund to the Purchaser the aforesaid amount of deposit and the further amount if any, that may have been received by the Promoters from the purchaser as installments in part payment in respect of the said premises as well as simple interest on such amounts at the rate of 9% per annum from the date of receipt till repayment. The Promoters shall also pay to the Purchaser a sum of Rs.500/- (Rupees Five Hundred Only) as quantified liquidated damages in respect of such termination. Neither party shall have any other claim against the other in respect of the said premises or arising out of this Agreement and the Promoters shall be at liberty to sell and dispose off the said premises to any other person at such price and upon such terms and conditions as the Promoters may deem fit.

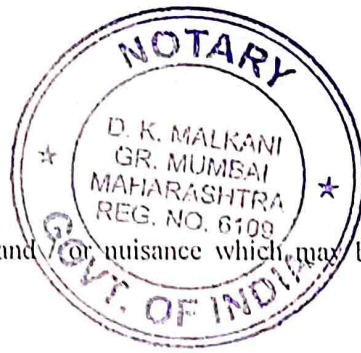
16. Upon possession of the said premises being delivered to the purchaser he/she shall be entitled to the use and occupation of the said premises. The Purchaser however shall not be entitled to and shall not change the user of these premises. Upon the Purchaser taking possession of the said premises he/she shall have no claim against the Promoters in respect of any item or work in the said premises which may be alleged not to have been carried out or completed.

17. Commencing a week after notice is given by the Promoter to the Purchaser that the said premises are ready for use and occupation, the Purchaser shall be liable to bear and pay all taxes and charges of electricity and other service charges and the outgoings payable in respect of the said premises mentioned in clause (19) hereof.

18. The Promoters may complete part portion of floor of building and obtain part occupation certificate hereof and give possession of flat therein to the acquirers of such flats and the Purchaser hereby gives his specific consent to the same. Even after the Purchaser takes possession of any flat in such part completed wing, part portion or floor or otherwise, the Promoters and /or its Agents or contractors shall be entitled to carry on with the remaining work including further and additional construction work of building consisting the said flat, the said buildings or any part thereof and if any inconvenience is caused to the Purchaser, the Purchaser shall not protest, object to or obstruct the execution of such work nor the Purchaser shall be entitled to any compensation and / or damage and / or claim and /



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or to complain for any inconvenience and/or nuisance which may be caused to him / her or any other person;

19. The Purchaser agrees and binds himself/herself to pay regularly every month, by the 5th of each month, the proportionate share that may be decided by the Society for (a) Insurance Premium (b) all Municipal and other taxes that may from time to time be levied against the said land and / or building including water taxes and water charges (c) outgoings for the maintenance and management of the estate and the amenities, common lights and other outgoings and Maintenance charges such as collection charges, charges for watchman, sweeper and maintenance of accounts, incurred in connection with the said property;

20. It is expressly agreed that the Purchaser shall on the execution hereof pay to the Promoters a sum of Rs.5000/- (Rupees Five Thousand only) towards Legal charges.

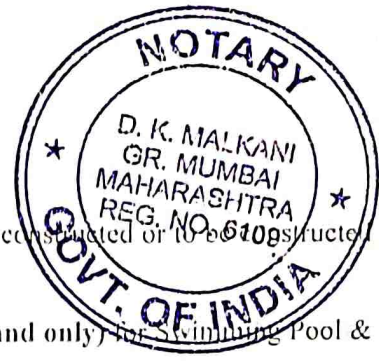
21. The Purchaser shall on execution hereof pay to the Promoters Rs. 24,795 /- (Rupees Twenty-Four Thousand Seven Hundred Ninety-Five only) towards development charges.

22. It is expressly agreed that the Purchaser shall on the execution hereof pay to and deposit with the Promoters the following amount which shall not carry any interest.

- (a) Rs. 30,000 /- (Rupees Thirty Thousand only) Non Refundable towards installation of transformer, electric meters, water meters charges and Gas connection Charges etc.;
- (b) Rs. 350 /- (Rupees Three Hundred Fifty only) Non Refundable for share money/application/entrance fee of the society or limited company;
- (c) Rs. 3000 /- (Rupees Three Thousand only) Non Refundable for formation and registration of the society or Condominium;
- (d) Rs. 93,960 /- (Rupees Ninety Three Thousand Nine Hundred Sixty only) for Twelve months Maintenance Deposit;
- (e) Rs. 93,960 /- (Rupees Ninety Three Thousand Nine Hundred Sixty only) for Twelve months Maintenance Advance;
- (f) Rs. 65,250 /- (Rupees Sixty Five Thousand Two Hundred Fifty only) for meeting expenses of common amenities of



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the entire complex of all buildings constructed or to be constructed on the said property;

- (g) Rs.40000/- (Rupees Forty Thousand only) for Swimming Pool & Club House Charges;
- (h) Rs.12000/- (Rupees Twelve Thousand only) for Provisional Outgoing for 2 years in advance for Clubhouse;

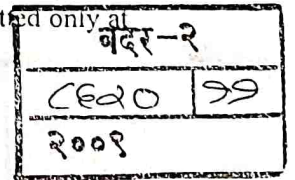
23. It is agreed that in respect of items, moneys paid as mentioned in clauses 21, 22 and 22 (a) to (h), the Promoters shall not be liable to render any accounts.

24. The stamp duty, registration charges and other miscellaneous expenses in respect of this agreement shall be paid by the Flat Purchaser

25. The Purchaser shall not use the said premises for any other purposes other than as a private residence and the said car-parking space/garage for parking a motor vehicle and the shop for any commercial purpose permissible by law. The Purchaser shall under no circumstances enclose the stilt area;

26. The Purchaser shall maintain the front elevation, side elevation and rear elevation of the said premises, in the same form as the Promoters and shall not at any time affect / alter the said elevations in any manner whatsoever without the prior consent in writing of the Promoters. Further the purchaser shall not alter the size and position of the windows of the said premises.

27. The purchaser shall not fit any external grill to the windows unless approved by the Promoters in writing and such grills shall be fitted only at the position and location as stipulated by the Promoters.



28. The Purchaser shall from the date of possession maintain the said premises at his / her cost in a good condition and shall not do or suffer to be done anything in or to the said premises and / or common passages, or the compound which may be against the rules or bye-laws of the Mumbai Municipal Corporation and shall also comply with the orders passed by the Government of Maharashtra and other authorities under the provisions of the urban land Ceiling Act and other provisions of Law;

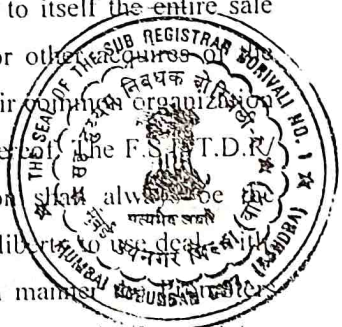


29. Provided it does not in any way affect or prejudice the right of the Purchaser in respect of the said premises, the Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said land and/or in the building/s to be constructed thereon and also the flats/shops/garage /parking space and other units entirely at their own discretion and upon such terms and conditions that the Promoters shall deem fit and proper and the Purchaser will not be entitled to object to the said sale by the Promoters;

30. The Purchaser shall have no claim whatsoever except in respect of the particular flat / car-parking space / garage and / or premises hereby agreed to be purchased.;

31. The Purchaser hereby grants his irrevocable power and authority and consent to the Promoters and agrees.

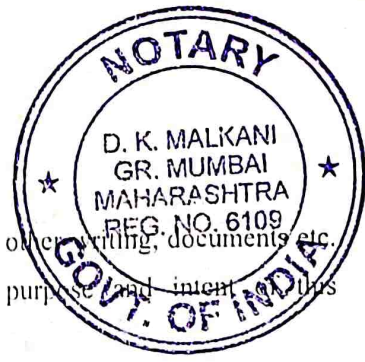
(a) to the Promoters developing the said property fully by constructing floors, so as to avail of the full F.S.I. permissible at present or in future including for staircase, lift, passage, temporary access etc. or by loading Transferable Development Rights T.D.R. (Floor Space Index) on the said property and including putting up on any additional construction, as mentioned above and Promoters selling the same and receiving and appropriating to itself the entire sale proceeds thereon without the Purchaser or other persons or organizations having any claim thereto or to any part thereof and further and/or additional construction and further and/or additional construction of the said property of the Promoters who shall be at liberty to use, deal, dispose of, sell, transfer etc. the same in manner as they may choose. The Purchaser agrees not to raise any objection and / or claim reduction in price and / or compensation and / or damages including on the ground on inconvenience and / or nuisance. The Promoters shall be entitled to consume the said F.S.I. by raising floor or floors or any structures of any structures;



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(b) To the Promoters selling any part or portion of the said building including the open terrace, stilts or any portion thereof or any open area of appurtenant land for exclusive use as a garden, display of advertisements, hoarding, parking or as same may be convenient;

(c) Not to raise any objection or interfere with Promoters's right reserved hereunder;



- (d) To execute, at once if any further or other writing, documents etc. is required or necessary for the purpose and intent of this agreement;
- (e) To do all other acts, deeds, things and matter which the Promoters in their his absolute discretion deem fit for putting into complete effect the provision of this agreement;

32. The aforesaid consent and agreement shall remain valid continuous, irrevocable, subsisting and in full force even after the possession of the said flat is handed over to the Purchaser and / or possession of the said property is handed over to the society of the Purchasers of flats and to whosoever acquire the flats from the persons signing agreement.

33. The nature, extent and description of the "Limited common area and facilities" shall be as under:

LIMITED COMMON AREA AND FACILITIES to the Purchaser of buildings:

- (i) Common Entrance lobby and foyer of the particular building in which the above mentioned flat is located and the lift / lifts of such building shall be for the Purchasers of the respective building.
- (ii) The staircase of the particular building including main landing of the particular building in which the said flat is located shall be available to the Purchasers of the respective building for the purpose of ingress and egress but not for the purpose of recreation or for residence or for sleeping.

These limited Common Areas and Facilities are applicable to the purchasers of flats located in the particular building in question.

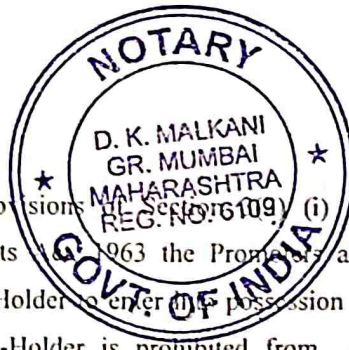


34. Nothing contained herein shall deprive the Promoters of their right to let out hoarding for advertisement from the compound of the buildings. It is expressly agreed that the Promoters shall be entitled to sell to any person/s Hoarding rights (including rights to put up Hoarding in the compound and on the terrace);

35. The parties hereto specifically declare and confirm that:

- (a) The Flat Holder had inspected the property and had ascertained for himself / herself that the work of completing the said building is still in progress and the said premises are not yet fit / ready for use and occupation;
- (b) Occupation Certificate / Building Completion Certificate in respect of the said building has not yet been applied for or issued by the Municipal Corporation of Greater Bombay as required by law and

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consequently under the provisions of Section 109 (i) of the Maharashtra Ownership Flats Act, 1963 the Promoters are not entitled to allow the Flat - Holder to enter into possession of the said premises and the Flat-Holder is prohibited from taking possession of the said premises till such Certificate is given by the B.M.C.;

- (c) In the event however the Purchaser insists on receiving possession prior thereto and if the Promoters are in a position to agree to give the same, and any stamp duty and / or other charges, duties or and levis become payable on these presents and / or on such possession letter and / or any record thereof or otherwise, the same shall be borne and paid by the Purchaser alone and
- (d) This Agreement is not an agreement to sell an immovable property or conveyance within the meaning of the terms under the Bombay Stamp Act 1958 and no interest in the immovable property is or is intended to be transferred to or vested inter-vivos in the Flat-Holder/s.

36. The Purchaser by himself/themselves with intention to bind all persons into whose hands the said premises may hereinafter come, hereby agree, undertake and covenant with the Promoters as follows:

- a) To maintain the premises at the Purchaser's own cost in good tenable repair and condition from the date possession of the said premises is taken and not do or suffered to be done or suffered in or to the building in which the said premises is situated staircase or any passages which may be against any rules, regulations or byelaws of concerned local or other authority to change/alter or make addition in or to the building in which the premises is situated or the premises itself or any part thereof.
- b) Not to store in the premises any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises 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 on the upper floors which may damage or likely to damage the stair-cases, common passages or any other structure of the building in which the said premises is situated and in case any damage is caused to the building in which the premises is situated on account of negligence or default of the Purchaser in



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this behalf, the Purchaser shall be liable for the consequences of the breach.

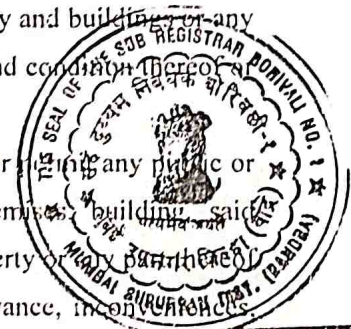
- e) To carry out at his own costs all internal repairs to the said premises and maintain the premises in the same conditions, state and order in which it was delivered to the Purchaser and not do or suffer to be done anything in or to the building in which the said premises is situated or in the premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part thereof nor any alteration in which the elevation and outside colour scheme of the building in which the said premises is situated is affected and keep the portion, sewers, drains, pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the building in which the said premises is situated and not chisel or in any other manner cause damage to the beams, walls, slabs or RCC, pardis or other structural members in the said premises without the prior written permission of the Promoters and/or the Society and the concerned local authorities and/or any other public bodies.
- e) Not to do or permit to be done any act or thing which shall render void or voidable any insurance of the said property and the building in which the said premises is situate or any part thereof whereby any increase in the premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound or any portion of the said property or the adjacent buildings or open spaces and the building in which the said premises is situated.
- g) Pay within 10 days of demand, their share of security deposit demanded by any concerned local authority or government for giving water, electricity or any other service connection to the building in which the said premises is situated.



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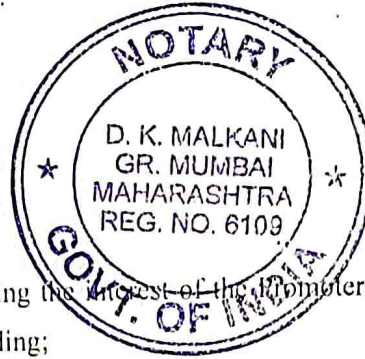
- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority.
- i) The Purchaser shall not let, sublet, sell, mortgage and/or otherwise transfer, assign or part with the Purchaser's interest or benefit under this Agreement without the consent of the Promoters.
- j) The Purchaser shall observe and perform all the rules and regulations which the said Society may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- k) The Purchaser shall permit the Promoters their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property and building or any part thereof to view and examine the state and condition thereof for any other purposes.
- l) The Purchaser shall not at any time cause or permit any public or private nuisance in or upon the said premises, building, said property, open spaces and/or the larger property or do anything which shall cause an annoyance, in or suffering, hardship or disturbance to the Promoters or to occupants of the neighboring properties/buildings.



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37. The Purchaser shall not let, sub-let, sell, transfer or assign or part with his interest under or benefit of this Agreement or part with possession of the premises and without obtaining the previous consent in writing of the Promoters/Society;

38. The Purchaser and the persons to whom the said premises are let, sub-let, transferred, assigned or given possession of with the consent of the Promoters, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Promoters and / or the



Society may require for safe guarding the interest of the Promoters and / or of the Purchasers in the said building;

39. The Purchaser and the persons to whom the said premises are let, sub-let, transferred, assigned or given possession of with the consent of the Promoters shall observe and perform all the bye-laws and / or the rules and regulations which the Society has adopted and the additions, alterations or amendments, thereof, for protection and maintenance of the said building and the premises therein and / or in the compound and for the observance and carrying out of the Building Rules and Regulations, the Bye-laws for the time being of the Bombay Municipal Corporation and other public bodies. The Purchaser and the persons to whom the said premises are let, sublet, transferred, assigned or given possession, shall observe and perform all the stipulations and conditions laid down by the Society and/or the Government of Maharashtra and / or the Promoters as the case may be, regarding the occupation and uses of the buildings and the premises therein and shall pay and contribute regularly and punctually towards the taxes and / or expenses and other outgoings in accordance with the terms of this Agreement;

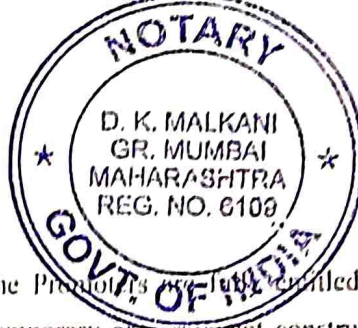
40. The Purchaser hereby agrees and undertakes to be a member of the said Society and also from time to time sign and execute all applications for registration and for becoming a member. The Purchaser shall do all the deeds, matters and things as may be necessary from time to time for safeguarding the interest of the Promoters/Society and of the other purchasers of the other flats in the building;



41. The Purchaser hereby covenants that from the date on which possession, of the said premises are offered he/she shall keep the said premises, the wells and partition wall, sewers, drains, pipes and appurtenance thereof belonging in good tenable repair and shall abide by the conditions of the Government, Bombay Municipal Corporation or Reliance Energy Ltd. and any other authorities and local bodies and shall attend, answer and be responsible for all violation of any such conditions or rules or bye-laws.

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42. It is expressly agreed that the Promoters shall always have a right and be entitled to put a hoarding on the said property or any parts of the building or buildings including on the terrace and on the parapet wall of the said Buildings and the said hoardings may be illuminated or comprising of



neon sign and for that purpose the Promoters are entitled to and authorized to construct or allow temporary or permanent construction or erection for installation either on the exterior of the said buildings or on the said property as the case may be and further the Promoters shall be entitled to use and allow to third parties to use any part of the building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment radio turnkey equipment, wireless equipment etc. The Purchaser agrees not to object or dispute the same. It is expressly agreed between the parties hereto the Promoters are entitled to transfer, assign and/or deal with or dispose off its rights under this clause to any person or persons.

43. The Purchaser shall become member of the said Society. The rights of the Purchaser as the Purchaser of the said premises will be recognized and regulated by the provisions of the said Society and the Rules and Regulations framed by them but subject to the terms of this agreement.

44. The Promoters shall have absolute authority and control as regards as unsold flats/shops and other premises and the areas underneath the stilts and the disposal thereof. The Promoters shall be liable to pay only the Municipal taxes at actual in respect of the unsold flats, shops and other premises. The Society shall admit as members the purchaser of such unsold premises without charging any premium or donation or any other extra payment in any manner and without any objection for admission of such purchase as the member of the said society.

45. The stamp duty, registration charges and taxes (including value added tax, any indirect and/or service tax) of and incidental to this Agreement and any document executed in pursuance of this Agreement and of in respect of the said premises and/or the said property shall be borne by the Purchaser. It shall be the responsibility, obligation and liability of the Purchaser to lodge this agreement for registration. In the event the said agreement is not lodged for registration by paying the appropriate stamp duty as may be applicable under the law, the Purchaser only shall be liable to bear and pay the fines, penalty etc. and entirely at his/her/their own risk. In compliance with the obligations under the law, the Promoters will attend the office of the Sub-Registrar of assurance, Bombay and admit execution of this Agreement and so as to get the same registered, after the Purchaser inform the Promoters in writing the number under which it is



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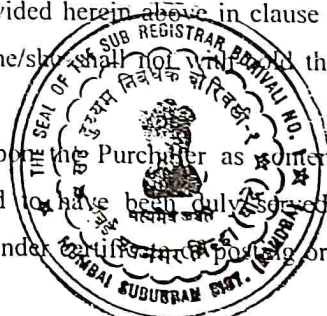


lodged and forwarding the photo copy of the same to the Registrar of Assurances.

46. The Non-refundable deposits that may be demanded by or paid to the Mumbai Municipal Corporation for the purpose of sanctioning the plans and / or issuing the commencement certificate, I.O.D. and / or occupation certificate and / or Building completion Certificate and for giving water connection to the said building shall be payable by all the Purchasers of the said building in proportion to the respective area of their respective flats, the amount of the same to be determined by the Promoters. The Purchasers agree to pay to the Promoters within seven days of demand, such proportionate share of the Purchaser of such deposit.
47. If at any time any further development tax and / or charges, and / or betterment charges or other levy are charged, levied or sought to be recovered by the Mumbai Municipal Corporation, Government and / or any other public authority in respect of the said land and / or the building and / or the approval of construction or occupation thereof the same shall be borne and paid by all the Purchasers in proportion to the respective area of their respective flats.

48. The Purchaser agrees and binds himself to pay to the Promoters his/her provisional monthly contribution of Rs. 7830/- per month towards the aforesaid outgoing and maintenance charges (referred to in Clause (19) above) from the date as provided herein above in clause 19 and payable every month regularly and he/she shall ~~shall~~ ^{shall} pay the same for any reason whatsoever.

49. All notices to be served upon the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by prepaid post, under certificate of posting or courier at his / her address specified below:



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H-12, 7 & 8 Developed Area, Civil Township,
Rourkela Sundergarh, Orissa - 769004.

50. The Purchaser shall permit the Promoters and their surveyors and agents, with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and the Purchaser shall make good, within three months of the Promoters giving a notice, all defects, decays and work of repairs of which such notice in writing shall be given by the



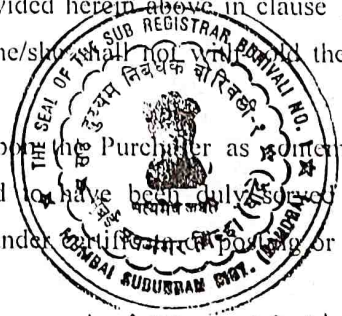
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47. If at any time any further development tax and / or charges, and / or betterment charges or other levy are charged, levied or sought to be recovered by the Mumbai Municipal Corporation, Government and / or any other public authority in respect of the said land and / or the building and / or the approval of construction or occupation thereof the same shall be borne and paid by all the Purchasers in proportion to the respective area of their respective flats.

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48. The Purchaser agrees and binds himself to pay to the Promoters his/her provisional monthly contribution of Rs. 7830/- per month towards the aforesaid outgoing and maintenance charges (referred to in Clause (19) above) from the date as provided herein above in clause 19 and payable every month regularly and he/she shall not be liable for the same for any reason whatsoever.



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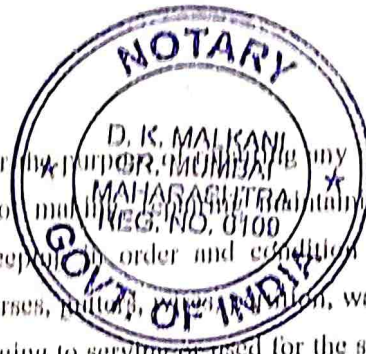
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49. All notices to be served upon the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by prepaid post, under certificate of posting or courier at his / her address specified below:

H-12, 7 & 8 Developed Area, Civil Township, Rourkela Sundergarh, Orissa - 769004.

[Handwritten signature]

50. The Purchaser shall permit the Promoters and their surveyors and agents, with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and the Purchaser shall make good, within three months of the Promoters giving a notice, all defects, decays and work of repairs of which such notice in writing shall be given by the



Promoters to the Purchaser and also for the purpose of maintaining, rebuilding, cleaning, lighting and keeping in order and condition all service, drains, pipes, cables, water courses, gutters, walls or structure or other convenience belonging to or used for the said building, and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric wires and cables and for similar other purposes and for all other purposes contemplated by this Agreement.

51. It is clearly understood and agreed by and between the parties hereto that the Promoters shall have the unqualified and unfettered right to sell, or transfer, assign, lease or give on license basis, assign or otherwise deal with or disposed of to anyone of his choice, the terrace above the top floor of the said new building subject to the necessary means of access to be permitted for such purposes so as to reach the water tank and lift machine room of the building. The Purchaser/s of such terrace shall be entitled to make use of the same for all purpose whatsoever as permissible by law. However, the Purchaser shall not enclosed or cover the said terrace without the written permission of the Promoters and / or the Society, as the case may be and the Mumbai Municipal Corporation.

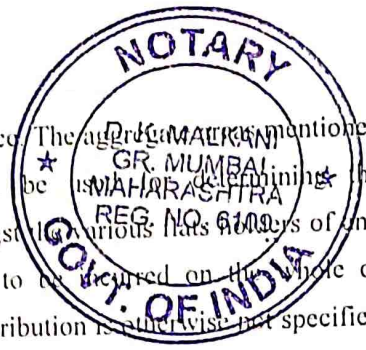
52. IT IS ALSO UNDERSTOOD AND AGREED BY AN BETWEEN THE PARTIES HERETO:

- (a) that the terrace space in front of or adjacent to the said building, if any, shall belong exclusively to the respective purchaser of the said flat if allotted by the Promoters and such terrace spaces are intended for the exclusive use of the respective terrace flat Purchaser. The said terrace shall be reserved by the Purchaser till the permission in writing is obtained from the concerned local authority and the society or as the case may be.
- (b) that the ground level open spaces in front, rear and on sides be available around or adjacent to the ground floor flats and other premises (if any) shall exclusively belong to the respective Purchaser to whom the said open space is exclusively allotted by the Promoters and other Purchasers shall only have right of entry at reasonable hours for maintenance of any common service lines passing through such open space.
- (c) that the purchase price mentioned hereinabove is purely on lumpsum basis and no dispute whatsoever shall be entertained at



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any time relating to purchase price of the agreement mentioned herein for flats/premises shall be determined by the proportionate distribution amongst various flats/units of any common expenses incurred or to be incurred on the whole of building and land and which distribution is otherwise not specified anywhere else.

(d) that irrespective of disputes if any, which arise between the Purchaser and the Promoters and / or the said Society all amounts, contributions and deposits including amounts payable by the Purchaser to the Promoters under this Agreement shall always be paid punctually by the Purchaser to the Promoters and shall not be withheld by the Purchaser for any reason whatsoever.

53. So long as the areas of the said premises (agreed to be acquired by the Purchaser from the Promoters) is not altered and the amenities set out in the Annexure hereunder written are not altered, the Promoters shall be at liberty and are hereby expressly permitted to make variations in the layout/elevation of the property and / or of the building / garden space and / or varying the location of the access of the building as the exigencies of the situation and the circumstance of the case may require. The Purchaser expressly hereby consents to all such variations. The Promoters are fully and absolutely entitled to utilize the floor space index as may be sanctioned by the Mumbai Municipal Corporation. The Promoters are entitled and the purchaser gives his / her irrevocable and no objection to put additional construction by constructing additional floors, converting stilts area in ground floor flats/showing and garages or such premises entirely at their own discretion. The Promoters are entitled to construct the area Phase wise and complete the same in the manner they may deem fit and proper.

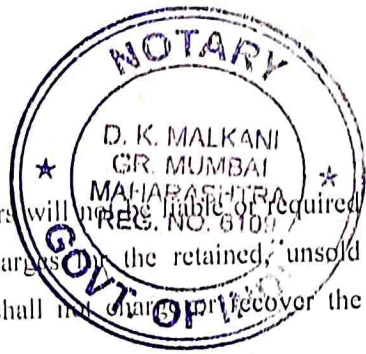


54. The Purchasers shall not be entitled to raise any objection in any manner and do hereby give their irrevocable consent and no objection to the Promoters to put up such construction at their discretion.

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55. Notwithstanding anything contained in this Agreement or any other documents to be executed in future in respect of the said premises, the Promoters shall have a first charge on the said premises agreed to be acquired by the Purchaser for recovery of all the amounts payable by the Purchaser to the Promoters under this Agreement or otherwise.



56. The Purchaser hereby agrees the Promoters will not be liable of required to pay any other taxes, maintenance charges on the retained, unsold premises/flat and the Purchaser/Society shall not be liable to recover the same from the Promoters.

57. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Promoters shall not be constructed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoters.

58. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Rules 1964 and any other provisions of law applicable thereto.

THE SCHEDULE ABOVE REFERRED TO

ALL that piece or parcel of land admeasuring about 0.7777777777777777 square meters thereabouts bearing Survey No.429 Hissa No.3 corresponding to CTS No. 1070/1 to 6 Malad (South) in the registration Sub District of Mumbai Suburban and bounded as follows:



- On or towards East : CTS. Nos. 1072, 1077, 1079 and 1111
- On or towards West : CTS. Nos. 1046A/25, 1406A/25/5 & 12
- On or towards North : CTS. Nos. 1046A/25/2, 1406A/25/7 to 9
- On or towards South : CTS. Nos. 1046A/25

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IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands the day and year first herein above written.

SIGNED SEALED AND DELIVERED BY) For Keystone Realtors Pvt. Ltd.,

THE WITHIN NAMED PROMOTERS)
M/S. KEYSTONE REALTORS PVT. LTD.)
in the presence of Sandip Gaudde (.....)



Director.

SIGNED, SEALED AND DELIVERED BY)

THE WITHIN NAMED PURCHASER/S)
Mr. Sanjay Patnaik)



Sanjay Patnaik

in the presence of Sandip Gaudde (.....)





RECEIPT

RECEIVED from MR./MRS./MISS/M/s. Sanjay Patil
 a sum of Rs. 21,00,000 /-
 (Rupees Twenty One Lakhs only) by Cheque/DD
 No. mentioned below dated _____ drawn upon _____ Bank
 _____ Branch, Mumbai being the amount as provided for hereinabove.
 Witness: D. Sandip Gawde, For KEYSTONE REALTORS PVT. LTD.,

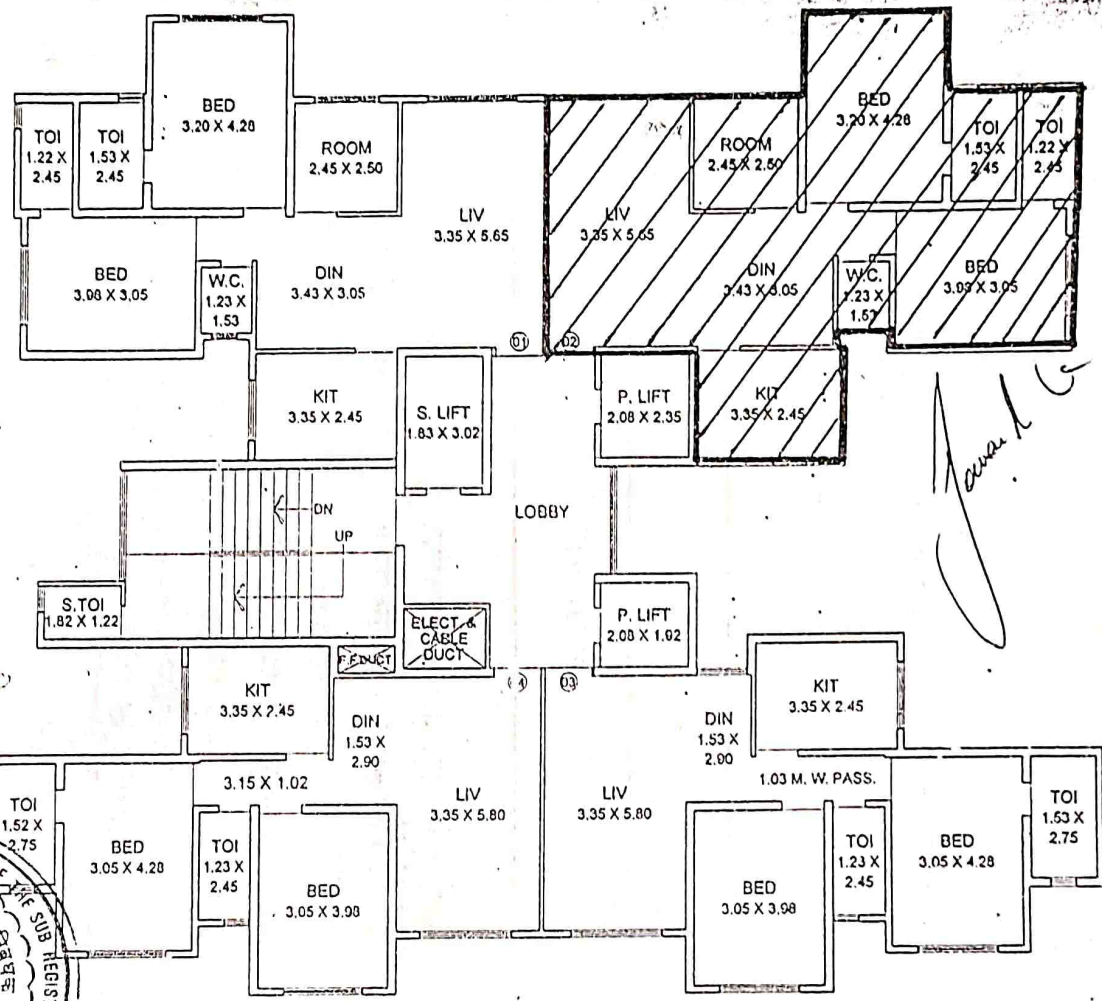
(PROMOTERS)

Date	Ch. No.	Bank	Amount
20/04/09	409202	HDFC Bank Ltd.	Rs. 2,00,000/-
06/06/09	075559	State Bank of India	Rs. 5,00,000/-
22/07/09	409197	HDFC Bank Ltd.	Rs. 7,00,000/-
10/07/09	024404	HDFC Bank Ltd.	Rs. 7,00,000/-
TOTAL ⇒			Rs. 21,00,000/-



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FLAT NO. 1602
 FLOOR 16th
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BMPP-201-2006-10,000 Forms. (4 Pages F/B)

THIS I.O.D. /C.C. IS ISSUED SUBJECT TO THE PROVISIONS OF URBAN LAND CEILING AND REGULATIONS ACT 1970

EC-48

Form 346

88

in replying please quote No. and date of this letter.

OFFICE OF THE
EX. ENGR. BLDG. PROF. (W.B.) D A P WARD
No. DABASAHEB AMBEDKAR MARKET BLDG,
SANDIVALI/WEST, MUMBAI-400 067,

Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended up to date.

THIS CANCELS APPROVAL OF THE PREVIOUS PLANS SANCTIONED UNDER NO. CHE/7439 BP/WS/AP DATED 19/1/2007

CHE/7439/BP(WS)/AP
No. E.B./CE/ BS/A

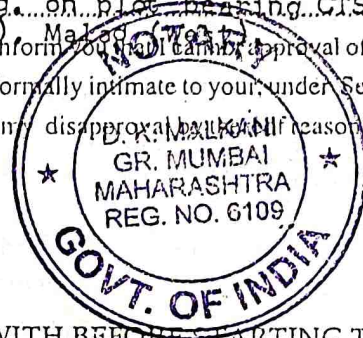
of 200 - 2007 DATED 19/1/2007

MEMORANDUM

Owner, Mr. Bomman Irani of
M/s. Keystone Realtors Pvt.Ltd.

Municipal Office,
Mumbai 21 MAR 2007

With reference to your Notice/letter No. ³³⁷ 8564 dated 12/03 2007 and delivered on 200 and the plans, Sections Specifications and Description and further particulars and details of your buildings at Proposed Residential bldg. on plot bearing G.T.S. No. 1070, 1070/1 to 6, Village Malad (South), Malad to me under your letter, dated 200. I have to inform you that I am hereby disapproving the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval on the following reasons :-



A - CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK/BEFORE PLINTH C.C.

1. That the C.C. under Sec. 44\69 (1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to provide a drainage system of holding before starting the work as per D.C. Reg. No. 38(27) of 1975.
3. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled, consolidated and sloped towards road side, before starting the work.

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() That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.

() That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the day of 20/5/2000, but not so as to contravance any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time In force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

slg
Executive Engineer, Building Proposals,
Zone, Wards.

SPECIAL INSTRUCTIONS

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner or Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 46 of the said Act.

(3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels:--

"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be--

"(a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be laid in such street"

"(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.) of such building.

"(c) Not less than 92 ft. () meters above Town Hali-Datum."

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. This compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the building or premises shall be liable to be revised under Section 167 of the Act, from the earliest possible date in the case of building which is completed on occupation is detected by the Assessor and Collector's Department.

(5) Your attention is further drawn to the provision of Section 353-A about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 43, if necessary.

(6) Proposed date of commencement of work should be communicated as per requirements of Section 7(1) (aa) of the Bombay Municipal Corporation Act.

(7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

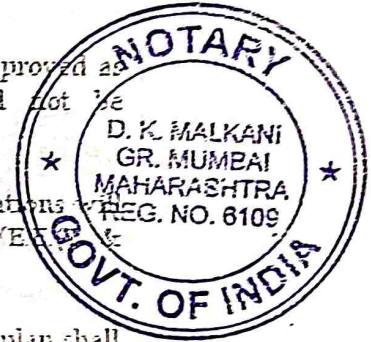
(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Attention is drawn to the notes Accompanying this Intimation of Disapproval.

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21 MAR 2007.

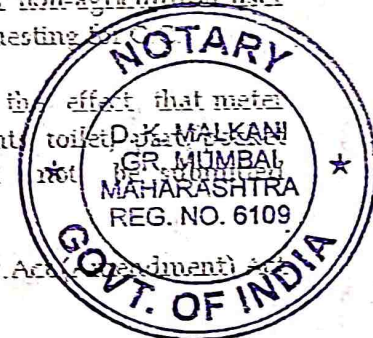
4. That the specification for layout/DP road/or access roads/development of setback land will not be obtained from E.E.Road Construction(W.S.) Z-IV before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and SWD the completion certificate will not be obtained from E.E.(R.C.)/E.E.(S.W.D) of W.S.Z- IV/E.E.(T & C) before submitting B.C.C.
5. That the Structural Engineer will not be appointed. supervision memo as per Appendix XI (Regulation 5(3)(ix)) will not be submitted by him.
6. That the structural design including provision of seismic/wind load and or calculations and for the proposed work and for existing building showing adequacy thereof to take up additional load shall not be submitted before C.C.
7. That the sanitary arrangement for workers shall not be provided as per Muml Specifications and drainage layout will not be submitted before C.C.
8. That the regular /sauctioned/proposed lines and reservations not be got demarcated at site through A.E.(Survey)/E.E.(T & C)/E.E.D.F /DILR before applying for C.C.
9. That the Registered Undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward Officer that the ownership of the setback land will not be transferred in the name of MCGM before C.C.
10. That the agreement with the existing tenant along with the plans will not be submitted before C.C.
11. That the Indemnity Bond indemnifying the Corporation for risks accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C. the work
12. That the existing structure proposed to be demolished and will not be demolished or necessary phase programme agreement will not be submitted and got approved before C.C.



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13. That the requirements of NOC of EE (SWD)/EIT & C/ EE(R.C.)/EE(Sew)/EE(WW) will not be obtained and the requisition will not be complied with before occupation certificate / BCC
14. That the qualified/registered site supervisor through Architects /Structural Engineer will not be appointed before applying for C.C
15. That the no dues certificate from A.E.W.W(F/South) Ward shall not be submitted before C.C.
16. That the NOC from A.A & C (F/South) shall not be submitted before requesting for C.C. and final NOC shall not be submitted before requesting for occupation / B.C.C.
17. That the NOC from F.E shall not be submitted before requesting for C.C.
18. That the copy of the application made for non-agricultural user permission shall not be submitted before requesting for C.C.
19. That the regd. u. i. from the developer to the effect that meta-cabin, Stilt Portion, society office, servants toilet, terrace shall not be misused in future shall not be submitted before requesting for C.C.
20. That the development charges as per M.R.T.E. Act (Amendment) shall not be paid.
21. That the C.T.S. Plan and F.R. Card area written in words through S.L.R. shall be submitted before C.C.
22. That the provision from Reliance Energy Ltd./MTNL shall not be made.
23. That the conditions mentioned in the release letter of P. u./No.CHE/1531/DPWS/P & R dtd 21.09.2006 shall be complied with.
24. That the P.C.O. Charges shall not be paid to Insecticide Officer before requesting for C.C. for providing treatment at site to prevent epidemics like Dengue, Malaria etc. is to be made as and when required by Insecticide Officer and Inspection of water tanks by providing safe and stable ladder etc.



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21 MAR 2007

and requirements as communicated by the Insecticide Officer shall not be complied with.

- 25. That the Janata Insurance Policy shall not be submitted before C.C.
- 26. That the true copy of the sanctioned layout/subdivision/amalgamation approved under No.CE/_____/LOR dtd. _____ along with the T & C thereof will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
- 27. That the amended layout shall be approved before C.C.
- 28. That the requisitions of clause 45 & 46 of DCR 91 shall not be complied with and records of quality of work, verification report, etc shall not be maintained on site till completion of the entire work.
- 29. That the reqd. U/T. shall not be submitted for payment of difference in premium paid and calculated as per revised land rates before requesting for C.C.
- 30. That the building will not be designed complying requirements of all the relevant I.S. codes including I.S. Code 1893 for earthquake design, the certificate to that effect shall not be submitted from Structural Engineer.
- 31. That the soil investigation will not be done and report thereof will not be submitted with structural design before requesting for C.C.
- 32. That the clearance from MOEF shall not be submitted before C.C.
- 33. That the Registered Undertaking for handing over amenity open space to M.C.G.M. Free of cost shall not be submitted before C.C.
- 34. That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing area having area more than 1000 sq.mtrs.
- 35. That the amenity open space shall not be handed over to M.C.G.M. free of cost.
- 36. That the N.O.C. from U.L.C. for residential user shall not be submitted before C.C.



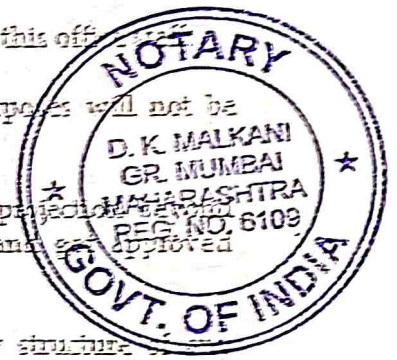
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- 37. That the N.O.C. from E.E.(T & C) for parking layout shall not be submitted before C.C.
- 38. That the N.O.C. from A.E.(Env) from debris point of view shall not be submitted before C.C.
- 39. That the N.O.C. from Tree Authority shall not be submitted and requirements therein shall not be complied with before requesting for C.C.
- 40. That the use of fly ash bricks and fly ash based building material shall not be used in construction work and test report to that effect will not be submitted to this office.
- 41. That the separate P.R.C. for setback shall not be submitted before requesting balance F.S.I.

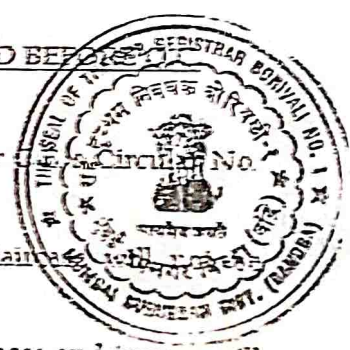
B. CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.

- 1. That the plinth height shall not be got checked by this office.
- 2. That the water connection for construction purposes will not be taken before C.C.
- 3. That the plan for Architectural elevation and projection of proposed building line will not be submitted and approved before C.C.
- 4. That the permission for constructing temporary structure nature shall not be obtained.
- 5. That the requirements of N.O.C. from C.A.U.L.C. & R. Act will not be complied with before starting the work above plinth level.



C. GENERAL CONDITIONS TO BE COMPLIED BEFORE

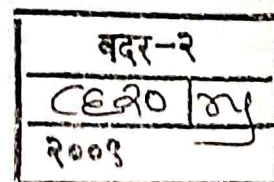
- 1. That the dust bin will not be provided as per CE/9197/II of 26.6.1978.
- 2. That 3.05 mt wide paved pathway upto staircase shall be provided.
- 3. That the surrounding open spaces, parking spaces and terrace will not be kept open.



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21 MAR 2007.

4. That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place before O.C.C./B.C.C.
5. That carriage entrance shall not be provided before starting the work
6. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years.
7. That terraces, sanitary blocks, nahans in kitchen will not be made water-proof and same will not be provided by method of waterproofing and all sanitary connections will not be leak proof and smoke test will not be done in presence of municipal staff.
8. That final N.O.C. from D.E. (Deptt.)/E.E. (S.W.D.)/E.E.R.C./E.E. (T & C.)/E.E. (Sew.) shall not be submitted before occupation.
9. That final N.O.C. from A.A. & C. P./South shall not be submitted before occupation.
10. That Structural Engineers laminated final Stability Certificate along with upto date Licence copy and R.C.C. design canvas plans shall not be submitted.
11. That the non-agricultural permission revised N.A. shall not be submitted before occupation.
12. That the debris shall not be removed before submitting B.C.C.
13. That canvas mounted plans shall not be submitted along with Notice of Completion of work u/sec. 553A of M.M.C. Act for work completed on site.
14. That every part of the building constructed and more particularly O.H. tank will not be provided with proper access for staff P.C.O. office with a provision of safe and stable ladder.
15. That Site Supervisor laminated certificate for quality of work shall not be submitted in prescribed format.
16. That the Co op Society of the prospective purchaser shall not be formed and regd. Certificate to that effect shall not be submitted before B.C.C.



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17. That some of the drains shall not be laid intervally with C.L Pipes.

D. CONDITIONS TO BE COMPLIED WITH BEFORE E.C.C.

1. That certificate under Sec. 270A of E.M.C Act will not be obtained from H.E.'s Department regarding adequacy of water supply.

IF I.O.D. / C.O. IS ISSUED SUBJECT TO THE PROVISIONS OF URBAN LAND BUILDING AND REGULATIONS ACT 1974

20/03/2013
Executive Engineer,
Bldg. Proposal (W.S.) P & K/W Ward

7:17 PM 20/03/2013

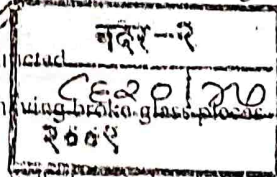


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NOTES

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposits should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposits for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public places by the owner/ architect/their contractors, etc. without obtaining prior permission from the Ward Officer.
- (8) The work should not be started unless the manner in obviating all the objections approved by the Municipal Corporation's department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to the Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open space & Erection.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. _____ of _____ should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act, 1947 and terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound space before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphalt, lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broken glass floor at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to provide the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.



- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 13 (h) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be with drawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following :-
 - (i) Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
 - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
 - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil
- (27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 351 of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of a lock and the warning pipes of the jisterns shall be provided with screw or dome shape pieces (like a garden mari rose) with copper pipes with perforations each not exceeding 1.5 mm. in diameter. the cistern shall be made easily, safely and permanently feasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extend 40 cms above the top where they are to be fixed an its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 234-1 (a).
 (b) J.inteis or Arches should be provided over Door and Window openings.
 (c) The drains should be laid as require under Section 234-1 (a).
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.



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COPY TO LICENSED SUPPLIER/OWNER

Somb 210310
 Executive Engineer, Building Proposals
 Bldg. Proposal (W.S.) P & K/W Ward
 Zones Wards.

ELANTA
New C.C.
A.B.C.

OFFICE OF THE
EX. ENGR. BLDG. PROPL. (W.S.) R & P. WARD
Dr. BABASAHEB AMBEDKAR MARKET BLDG
CANDIVALD WEST, MUMBAI-400 047.

BRIHANMUMBAI MAHANAGARPALIKA
MAHARASHTRA REGIONAL & TOWN PLANNING ACT, 1966 (FORM 'A')
NO. CHE/ 7439 /BP(WB)/AP/22 MAR 2007

COMMENCEMENT CERTIFICATE

To
Mr. Boman R. Irani of M/s. Keystone Realtors Pvt.Ltd.,
Owner

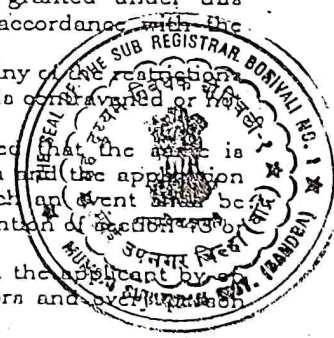
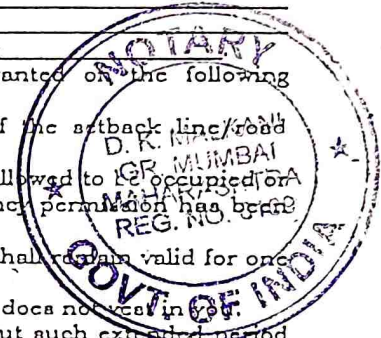
Sir,

With reference to your application No. 2559 dated. 12.03.07 for Development Permission and grant of Commencement Certificate under Sector 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Proposed Residential building C.T.S. No. 1070 & 1070/1 to 6

at premises at Street _____
Village Malad (South) Plot No. _____
situated at _____ Ward P/South

The Commencement Certificate/Building Permit is granted on the following conditions:

1. The land vacated in consequence of the 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 person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act 1966
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai 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 conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - (c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 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 on every person deriving title through or under him.



The Municipal Commissioner has appointed Shri V.H. Patil
Ex. ~~XXXXXX~~ Engineer to exercise his power and functions of the planning Authority under Section 45 of the said Act.

This C.C. is restricted for work up to Stilt slab level of Wing 'A', 'B' & 'C'

CERTIFIED TRUE COPY
Arundhan
Equal - Mitin D Associates
ARCHITECT
E/01, GOKUL ACCORD
THAKUR COMPLEX,
KANDIVALI (E), MUMBAI-400 101.

For and on behalf of Local Authority
Brihanmumbai Mahanagarपालिका

Shri V.H. Patil
22/3/07

Ex. ~~XXXX~~ Engineer, Building Proposal (West Sub)
K/W & P' & R' Ward

FOR
MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

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OFFICE OF THE
 BK. ENGR. BLDG. PROPL. (W.S.) R. & P. WARD
 Dr. BABASAHEB AMBEDKAR MARKET BLDG
 KANDIVALI WEST, MUMBAI-400 047.

CHE/7439/BPC(W.S)/AP

8) This C.C. is valid and extended further for two level podium + Wing A silt + 1 upper floor + Wing B & Wing C silt + 1st to 18th + (PT) 9th upper floors as per amended approved plan dt: 27/09/07.

11.0 SEP 2008

[Signature]
 Ex. Engr. B.P. (W.S) P

9) This C.C. is valid and extended further for entire work i.e. Wing A = silt + 1st to 17th + (PT) 18th upper floors, Wing B = silt + 1st to 16th (PT) upper floors, Wing C = silt + 1st to 19th (part) upper floors over two level podium. as per amended approved dt: 20/08/09.

CERTIFIED TRUE COPY

[Signature]
 Iqbal - Nishin & Associates
 ARCHITECT
 ENR, GOKUL ACCORD
 THAKUR. COMPLEX,
 KANDIVALI (E), MUMBAI-400 101.

20 AUG 2009

[Signature]
 EXECUTIVE ENGINEER,
 BUILDING DEPARTMENT



बदर-२
 C-20/40
 २००९

KANTILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

K. G. Underkat

UNADKAT TERRACE, 1ST FLOOR,
27, ANJU SHOPPING CENTRE,
TILAK ROAD, SANTACRUZ (W),
MUMBAI 400 054.
TEL. : 2005 2450 / 2005 2460
FAX : 2005 4000
E-mail : kantilal_undorkat@rediffmail.com

Ref. No. _____

Date _____

TITLE CERTIFICATE

KGU/NCB-165/12412 /2006

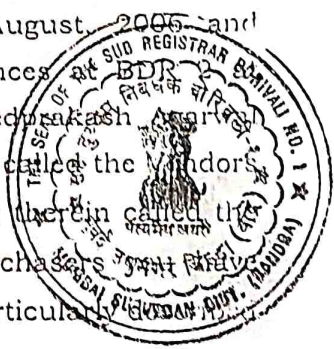
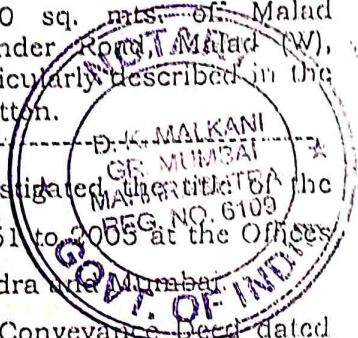
21st November, 2006

M/s. Keystone Realtors (P) Ltd.
Ideal Farm
Dahisar (West)
Mumbai - 400 068.

Dear Sirs,

Re : Property bearing Survey No.429, Hissa No.3,
corresponding CTS.No. 1070, 1070/1 to 6
admeasuring 16,897.10 sq. mts. of Malad
(South), Chincholi Bunder Road, Malad (W),
Mumbai and more particularly described in the
Schedule hereunder written.

1. In the above matter we have investigated the title of the above property by taking Search from 1961 to 2005 at the Office of the Sub-Registrar of Assurances at Bandra and Mumbai.
2. From such Search we find that a Conveyance deed dated 27th December, 2004 in respect of the said property is registered in the name of Harikishan Vedprakash Agarwal and Jagdish Rampher Singh. However in the Property Card the same is shown as agriculture.
3. By a Conveyance dated 1st day of August, 2006 and registered with the Sub Registrar of Assurances No.05402/2006 made between Harikishan Vedprakash Agarwal and Jagdish Rampher Singh (Agarwals) therein called the Vendor and Asmita Estate Properties Pvt. Ltd. (Asmita) therein called the Confirming Party and yourselves as the Purchaser, you have purchased the above property which is more particularly described in the Schedule hereunder written.
4. The documents from which the title of the said property flows are recited in the Conveyance.



84, JANMABHOOMI MARG, 1ST FLOOR, FORT, MUMBAI 400 001. • TEL. : 2204 5700
Correspondence, Communication, Services only at Santacruz Office

बंदर-२	
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5. According to the Conveyance Agarwals became the Owners of the said property in the following manner:-

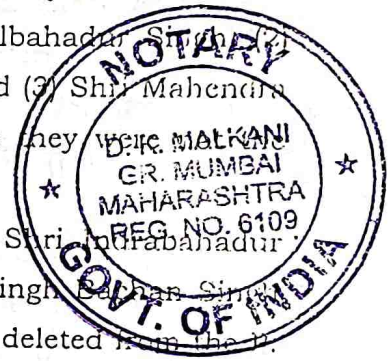
- a) Originally the property bearing Survey No.429, Hissa No.3 and corresponding C.T.S.No.1070, 1070/1 to 6 admeasuring 16897.10 sq. metres or thereabouts off Malad (S), Chinchavli Bunder Road, Malad (W), Mumbai more particularly described in the Schedule hereunder written (hereinafter referred to as the said property) belonged to F. E. Dinshaw Charities;
- b) By Deed of Conveyance dated 27th December 2004 and duly registered with the Sub-Registrar of Assurance at Malad No. 2/119/2005 on 11th February 2005 the Agarwals in furtherance to the terms and conditions as contained in the letter dated 29th April 1978 have purchased from F. E. Dinshaw Charities and Nusli Neville Wadia the Administrator of the Estate of late Edulji Framroze the aforesaid property on the terms and conditions contained;
- c) One Mrs. Josephinebai D'souza claimed to be a tenant with regard to the said property and one Mr. Nandu Govind Gavit was in physical possession of the said property;
- d) The said Mr. Nandu Govind Gavit, claiming to be the owner of the property, executed a Deed of Conveyance dated 7th February 1964 whereby he purported to convey the said property to (1) Shri. Indrabahadur Lalbahadur



बदर-२
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Singh, (2) Shri Rajeshwar Singh Bachan Singh and (3) Shri Mahendra Singh. The said Deed of Conveyance was duly registered with the Sub-Registrar of Assurances at No. BND - 366 - 1964;

- e) On the basis of the aforesaid Conveyance the P. R. Card pertaining to the said property shows the names of (1) Shri Indrabahadur Lalbahadur Singh, (2) Shri Rajeshwar Singh Bachan Singh and (3) Shri Mahendra Singh as the owners;
- f) F. E. Dinshaw Charities by their letter dated 17th July 1997 had made an application to the City Survey Officer to have the names of 1) Shri Indrabahadur Lalbahadur Singh, 2) Shri Rajeshwar Singh Bachan Singh and (3) Shri Mahendra Singh removed from the P. R. Card as they were not rightful owners of the said property;
- g) Accordingly the names of the said 1) Shri Indrabahadur Lalbahadur Singh, (2) Shri Rajeshwar Singh Bachan Singh and (3) Shri Mahendra Singh have been deleted from the P. R. Card;
- h) By an Agreement dated 1st January 1974 between Mrs. Josephinebai D'souza and the Agarwals the said Mrs. Josephinebai D'souza agreed to sell to Agarwals all her right title, and interest as the agricultural tenant of the said property and also all her other rights in relation to the said property on the terms and conditions as mentioned in the said Agreement;
- i) The said Mrs. Josephinebai D'souza died intestate in March 1987 leaving behind her one daughter namely Nanda Ravindra Khedekar as her only legal heir and representative to the said property. However the 7/12 Extract with reference to the said property shows the name

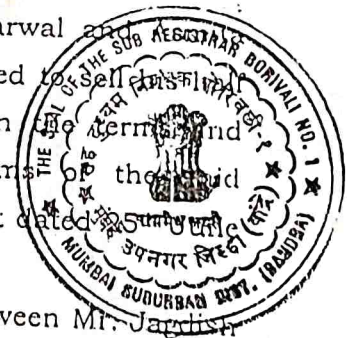


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बदर-२
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of one Mrs. Anna Mary Sebastian (who is the sister of Josephinebai) as the legal heir of the said Mrs. Josephinebai D'souza;

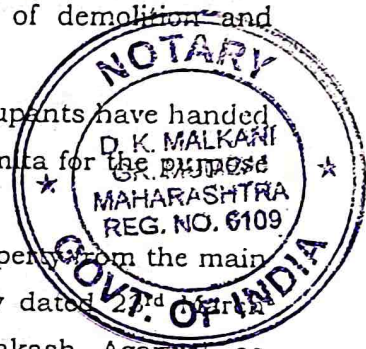
- j) By a Deed of Assignment dated 4th September 1993 made between Smt. Nanda Ravindra Khedekar and Asmita, the said Smt. Nanda Ravindra Khedekar has assigned and transferred all her right, title and interest in the said property in favour of Asmita on the terms and conditions therein mentioned;
- k) By way of five Development Agreements all executed in 1993 by and between the Asmita and the heirs of Mr. Nandu Govind MALKANI, Asmita acquired all rights, title, interest, claim of their share in the said property and was put in physical possession thereof;
- l) Agarwals have filed a Suit in the High Court of Mumbai bearing Suit No.280/1994 against Smt. Nanda Govind Khedekar and the Confirming Party for the prayers and reliefs therein mentioned. The said Suit is pending, however the same shall be withdrawn;
- m) By an Agreement for Sale dated 2nd April 1997 executed between Mr. Harikishan Vedprakash Agarwal and Mr. Harikishan Vedprakash Agarwal agreed to sell his share in the said property to Asmita on the terms and conditions therein mentioned. The terms of the said Agreement were modified by an Agreement dated 5th June 2001;
- n) By an Agreement dated 2nd April 1997 between Mr. Jagdish Rampher Singh and Asmita Mr. Jagdish Rampher Singh



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agreed to sell his half share in the said property to Asmita on the terms and conditions therein mentioned. The terms of the said Agreement were modified by an Agreement dated 25th June 2001;

- o) By an Agreement dated 14th November 1994 executed by and between Asmita and one Sai Krupa Welfare Society, which comprises of various occupants residing on the said property, the members of the said Society agreed to vacate the said property after handing over their respective tenements to Asmita for the purpose of demolition and development of the said property;
- p) Pursuant to the said Agreement, all occupants have handed over possession of their old rooms to Asmita for the purpose of demolition and development;
- q) Asmita has a right of way to the said property from the main road by way of a Deed of Right of Way dated 27th March 1998 between Mr. Harikishan Vedprakash Agarwal as Grantor and Asmita as Grantee;
- r) One Mr. Muzaffar Husain (being the Director of Asmita) and Constituted Attorney of (1) Rajeshwar Singh Bechan Singh (2) Shri Indrabahadur Lalbahadur Singh and (3) Shri Mahendra Singh had obtained IOD dated 4th March 1999 and CC dated 12th June 2000 from the Municipal Corporation of Greater Mumbai for construction of industrial building on the said property;
- s) Pursuant to the said Agreements dated 2nd April 1997 with Agreement dated 25th June 2001 Asmita has paid the entire consideration payable by Asmita to the Vendors in respect of the said property;



(41)

बदर-२	
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9. Our Search Clerk has made the following Note:-
Note:- The record of the said Malad-Village is either partly or completely torn condition as shown below:-

a) At Bandra S. R. Office:- 1961 to 1966, 1971 to 1976, 1977 to 1981, 1983, 1984, 1985 and 1986.

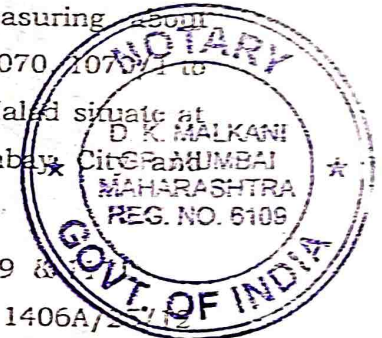
b) At Mumbai S R. Office:- 1961, 1963 to 1960, 1971 to 1976, 1977 to 1981, 1983, 1984, 1985 and 1986.

10. Thus in our view the title of the above property is clear and marketable.

THE SCHEDULE ABOVE REFERRED TO

ALL that piece or parcel of land admeasuring 16897.1.sq.mts. or thereabouts bearing CTS. No. 1070, 1071 & 1072 situated at 6 Malad (South) Survey No. 429 Hissa 3 Village Malad Malad in the Registration Sub District of Bombay Bombay Suburban and bounded as follows:

- On or towards East : CTS. Nos. 1072, 1077, 1079 & 1071
On or towards West : CTS. Nos. 1406A/25/5 & 1406A/25/7
On or towards North : CTS. Nos. 1406A/25/2, 1406A/25/7, 1406A/25/8 1406A/25/9, 1609 & 1071
On or towards South : CTS. Nos. 1406A/25/1, 1406A/25/3, 1406A/25/4, 1406A/25/6, 1406A/25/8, 1406A/25/9, 1609 & 1071



For K. S. Underkat & Co. Advocates & Solicitors
Mumbai Suburban District Registrar
MUMBAI SUBURBAN DISTRICT REGISTRAR

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Annexure

1. BUILDING:

The Building consists of Stilt + several Upper Floors. The Building will be of R.C.C. frame structure with internal and external walls made of brick/block work.

2. FLOORING:

2.1 Vitriified flooring will be provided in the entire flat including living Room, passages and bedroom. Skirting will be provided in living room, kitchen, passages and bedrooms.

2.2 Ceramic Tiles will be provided as bathroom Dado in each bathroom. A Granite Platform with stainless steel sink will be provided in the kitchen. Suitable size dado tile will be provided above the kitchen platform

2.3 Lift lobby and steps will be provided with Granite/Kota/Marble flooring.

3. PLASTERING:

3.1 Internal wall will be putty finished and painted

4. PAINTING:

Internal walls will be painted in plastic paint. External walls will be painted with acrylic paint. Staircase and Lobby area will be finished with cement base paint.

5. DOORS:

5.1 MAIN DOORS:

Main doors will have teakwood frame and 45mmthick flush door. The door will have eye piece, Night latch, safety chain and Tower bolt.

5.2 BED ROOM DOOR:

The door will be of 35mm Flush Door with enamel finish on both side & teakwood frame with door jams. The door will have mortise lock with key form outside and elit from inside & Tower Bolt.

5.3 BATH ROOM DOOR:

The door will be Flush Door with paint finish on both side & Tower Bolt. Lock with elit from inside.

6. WINDOWS:

All windows and louver will be of powder coated/anodized Aluminum. All windows will be provided 4/5 mm float glass.

7. ELEVATOR:

The Building will have three Elevators.

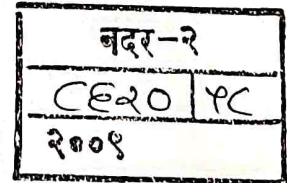
8. GENERAL AMENITIES:

8.1 Each flat will be provided with adequate light and fan point.

8.2 Each flat will be provided with T.V. and telephone point in Living room and bedrooms

8.3 Each flat will be provided with a water purifier, exhaust fan in kitchen

8.4 Children's Play area will be provided with Garden common for entire building.



912 70 6777

NOTARY PUBLIC
TUMBAI, MUMBAI, INDIA
2003 12 PM

Original
नॉटरी 39 म
दिनांक 04/11/2003

पायती

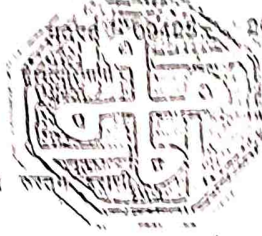
पायती नं. : 9438

दिनांक 04/11/2003

मालामे भात शरितर

तरतरदेवजाता अमुतातमक

दरता ऐवजाता बकर



मातर कायतमे मातः शीमल तरतर

नॉटरी फी

100 00

बकरत (अ. 11(1)), पुढांकायती बकरत (अ. 11(2)),
राजनात (अ. 12) म कायतमे (अ. 13) -> एकत्रित ही (8)

160.00

एकूण

260.00

आपणतर हा तरता अंताजे 3:24PM हा वेळेर तिवळेल

मुख्यात निवेधक

नॉटरी 3 (अ. 3) म

मुंबई उपनगर विभागा-२

मातर मुल्यः 1 रु.

मोदवलाः 0 रु.

मरतेले मुद्रांक मुल्यः 100 रु.

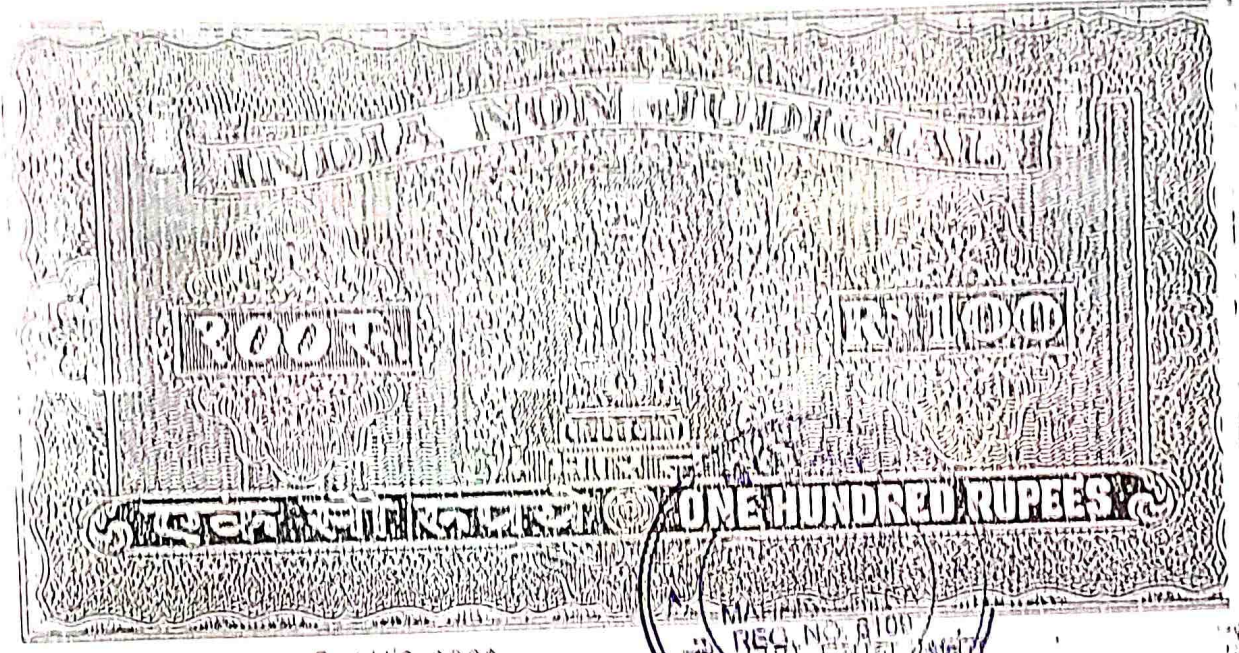
DELIVERED
Date: 4/11/03



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61

100Rs



Stamp Office, Mumbai 5 AUG 2003

240

15 OCT. 2003
Boman Rustom Drai

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS I, BOMAN RUSTOM DRAI, aged about 34 years, adult, Zoroastrian by religion, Indian Nationality, Inhabitant, having my permanent residence at Ideal Farms, Jambh Road, Dahisar West, Mumbai 400 068 do hereby give my power of attorney as follows:-
GREETINGS:-



747-4
28/10/03

WHEREAS I am the Director of the said company and I am desirous of authorizing my friend, M/s. Keystone Registration, to act as my agent for the purpose of registration of the said company, I hereby give my power of attorney as follows:-

- (1) M/s. Keystone Registration (Registration)



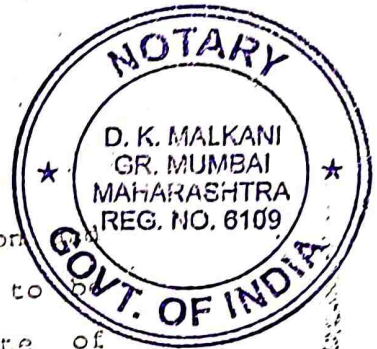
MR. BOMAN R. IRANI

747-2
28/10/03



MRS. G. BETA. M. MONDRAI

- (2) M/s. Brickworks Trading Pvt.Ltd.
[Registration No.11-116403]
- (3) M/s.Rustomjee Developments Pvt. Ltd.
[Registration No.V45201-MH 2001 PTC-132977]
- (4) M/s. Credence Property Developer Pvt.Ltd.
[Registration No.11-96712]
- (5) M/s. Ashray Dwellers Pvt.Ltd.
[Registration No.11-089819]
- (6) M/s. Rustomjee Landmark Construction Pvt.Ltd.
[Registration No.11-108008]
- (7) M/s. Prism Realty Pvt.Ltd.
[Registration No.V70100 MH 2003 PTC 141380]
- (8) M/s. Ircon Engineering Pvt.Ltd.
[Registration No.11-127835]
- (9) M/s.. West Wood Realtors Pvt.Ltd.



and I am a Trustee of Rustom Irani Foundation likely to be Director in many more companies to be formed and registered either in the State of Maharashtra and elsewhere in India.

WHEREAS due to exigencies of meeting the schedules I am not in a position to attend personally to various assignments including the lodging, admission, registration and collecting Original Agreement for Sale duly registered at the Office of the Sub-Registrar, Bandra Mumbai, and Fort Mumbai and any other Registrar of Assurances in India as the case in respect of the various and singular Agreements, Deed of Confirmation, Affidavits and Undertakings as may be required wherein I am to sign, execute or admit the execution of the documents as Director of the Companies wherein I am present as the Director or I may



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be the Director in any of the Companies to be formed, incorporated and registered in the State of Maharashtra and in any other State in Maharashtra.

WHEREAS I am desirous of appointing a fit and proper person as my true and lawful attorney to act and do all or any of the following things, matters, deeds and acts and as more fully and particularly set out hereinafter and I hereby appoint, nominate, constitute, authorise and I have appointed, nominated, constituted and authorised MRS. GURTA MANOHAR MONDKAR, aged about 45 years, daughter of Shri. Bhagwan Damodar Miskar, wife of Dr. Manohar Gopal Mondkar, having her permanent residence and address for correspondence at No. 1301 Building No. 20, Rustomjee Regency, 106th Park, Rustom Trank Marg, whose signatures I have attested hereunder for proper and easy identification and whose photographs is also affixed hereto as a mark of identification as my True and Lawful Attorney to do all or any of things, matters, deeds and acts, in my name and on my behalf, as hereinafter appearing.



To execute and admit execution before the Sub-Registrar, of every one of the Agreements for Sale to be executed by me as Director of any one of the Companies specified above and or as director of any of the Companies to be formed and incorporated and registered in India.



India, 447-2
2000

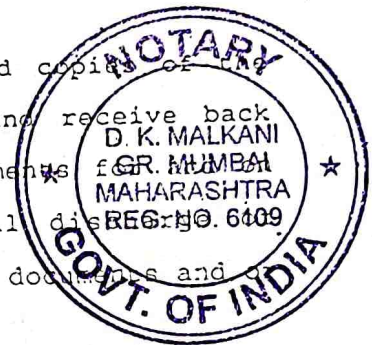
447-1
2000

2. To appear before the Sub-Registrar of Assurances Bandra, Mumbai and or Fort, Mumbai and or any other Sub-Registrar concerned and to admit execution of the Agreement for Sale for and on my behalf as the Director of the Companies specified above and or as the Director of the Companies to be formed and registered in the State of Maharashtra or elsewhere in India.

3. To apply for and receive certified copies of the documents, Index II Certificate and receive back the duly registered Original Documents on my behalf and to give effectual acknowledgement to receipt of such documents and copies.

4. To apply for and to receive refund of Stamp Duty and or any other charges due and payable on account of Refund of Stamp Duty and charges in respect of the Agreement/s for Sale submitted for cancellation and refund of Stamp Duty thereon.

5. To apply for and get the documents duly adjudicated by the Superintendent of Stamps, Mumbai receive back the Original Documents and effective receipt/acknowledgement thereof.



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बंदर-१	
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6. To complete every formality for registration of any document or agreement or indenture wherein I sign as the Director of the Company.

7. I hereby undertake to ratify each and every one of the acts, deeds or things which the Attorney may do or cause to be done under the powers herein granted.

8. I have lodged this General Power of Attorney for due registration at the Office of the Sub-Registrar, Bandra, Mumbai.

27.16/10/03



MR. BOMAN RUSTOM IRANI

MRS. GEETA MANOHAR MONDKAR

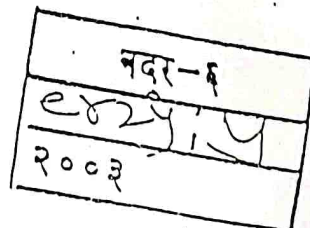
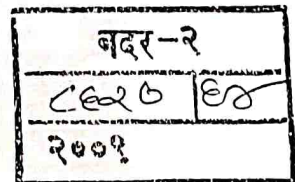
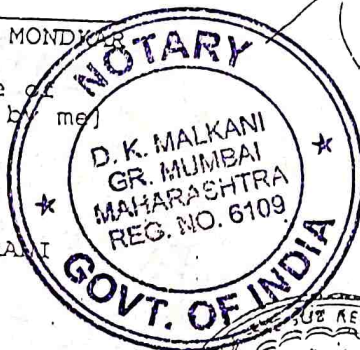
(Specimen Signature of Attorney attested by me)

MR. BOMAN RUSTOM IRANI

Identified by us



ARS & ASSOCIATES
ADVOCATES, HIGH COURT
POST BOX NO. 8241
FLAT A-10, POKAR KUNJ
OPP.: RAILWAY STATION
DAHISAR (W) MUMBAI
PIN : 400 068, INDIA
PHONE: [022] 28936152
MOBILE: 98214 86677





सूची क्र. दोन INDEX NO. II

गावाचे नाव : मालाड

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व वाजारभाव (भाडेपट्ट्याच्या पेट्ट्याकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 9,787,500.00 वा.भा. रु. 5,988,012.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 1070/1070-1ते6 वर्णन: विभागाचे नाव - मालाड (दक्षिण) (वारीवली), उपविभागाचे नाव - 63/301 - भुभाग: उत्तरेस वॉर्ड हद्द , पूर्वेस लिंक रोड, दक्षिणेस गावाची सीमा व पश्चिमेस खाडी. सादर गिळकत सि.टी.एस. नंबर - 1070 मध्ये आहे. -----सदनिका नं 1602 सोळावा मजला , अे विंग , ऊस्तागजी एल.आ (1)बांधीव गिळकतीचे क्षेत्रफल 96.69 चौ.मी. आहे.
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)-
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे संपूर्ण पत्ता (1) किस्टोन रियल्टर्स प्रा लि चे संचालक योगेश इराणी तर्फे मुखत्यार गीता गोंडकर - ; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: आयडीयल फार्न , दहिसार प मु 68; ईमारत नं: -; पेड/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AAACK2499Q.
- (5) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) संजय पटनाईक - ; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: एव 12 7 व 8 डेव्ह एरिया सिविल टाऊनशिप , शंकर लेन , सुंदरगार ओरिसा762004; ईमारत नं: ; पेड/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AASPP6509M.
- (7) दिनांक करून दिल्याचा 07/10/2009
- (8) नोंदणीचा 08/10/2009
- (9) अनुक्रमांक, खंड व पृष्ठ 8620 /2009
- (10) वाजारभावाप्रमाणे मुद्रांक शुल्क रु 471975.00
- (11) वाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेर

