



Monday, December 16, 2002

4:08:34 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 6897

गावाचे नाव पी.एस.पहाडीगोरेगांव

दिनांक 16/12/2002

दस्तऐवजाचा अनुक्रमांक वदर2 - 07512 - 2002

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: हॅलोबेबी प्रा लि चे संचालक गौरव अरविंद जोशी

नोंदणी फी	:-	7920.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (23)	:-	460.00
एकूण	रु.	8380.00

आपणास हा दस्त अंदाजे 4:23PM ह्या वेळेस मिळेल

दुय्यम निबंधक
साह्यद्रि क्लिनीक (मालाड) पुणे-१

बाजार मुल्य: 791800 रु. मोबदला: 400000रु.
भरलेले मुद्रांक शुल्क: 79200 रु.

मुंबई उपनगर जिल्हा

GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023.

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No. : 65

Receipt Date : 09/12/2002

Received From : M/S HALLO BABY P. LTD.

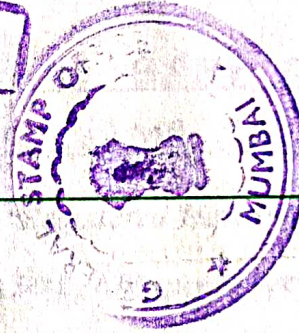
On Account of : 102--(II)

MMRDA Counter No. : 2

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
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Cash

DELIVERED



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Case No. :

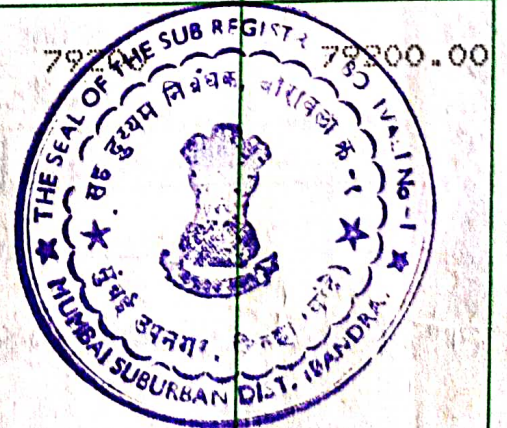
Lot No. :

Lot Date :

Total D. O. :

Sr. No.	Description of Stamps / Franking	Quantity	Denomination	Amount (In Rs.)
1	SPL/ADHV	1	79200.00	79200.00

DELIVERED



Total :

79200.00

Rs. :

79200.00

Rupees :

Seventy Nine Thousand Two Hundred
Only

Cashier / Accountant

Signature / Designation

V. S. WACHALE

KHYATI INDUSTRIAL ESTATE CO-OPERATIVE SOCIETY LIMITED

Reg. No. : MUM / W-P / GNL / O / 1271 / 06-07

Office: Laxmi Nagar, Link Road, Goregaon (West), Mumbai - 400 090.

Serial **56**

Member Register No. :- 56

Certificate

AUTHORISED SHARE CAPITAL Rs. 1,00,000/- DIVIDED INTO 2000 SHARES EACH OF RS. 50/- ONLY

This is to Certify that Shri./Smt./M/s. M/S. HELLO BABY PVT. LTD.

Through its Directors, 1) MR. ARVIND S. JOSHI & 2) MR. GAURAV A. JOSHI

of Gala No. 128 is the Registered Holder of 10 Shares No. From 311 to 320 of Rs 500/- (Rupees Five Hundred) in the Khyati Ind. Estate, Co-op. Society Ltd., Goregaon West, subject to the bye laws of the said Society and that upon each of such shares the sum of Rupees Fifty has been paid.

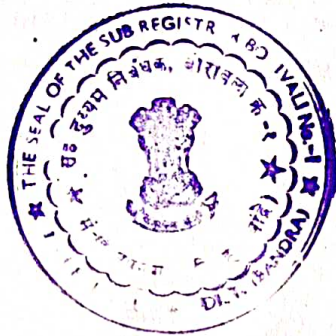
Given under the seal of the said society at Goregaon (West), this

4th Day of Oct. 2007

Chairman Anil Sekaria

Hon. Secretary H. D. Chui

Member of the Committee _____



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R.No. 65

Rs. 79200/-

(Rupees Seventy nine thousand two hundred only)

AGREEMENT788
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THIS AGREEMENT made and entered into at Bombay on this 9th day of December 2002 in the Christian year one thousand nine hundred ninety three BETWEEN MESSRS H.V. INDUSTRIES a proprietary firm and having office at Vijay Mansion, 2nd floor, Vithal Nagar Co-op. Hsg. Society, 10th Road, Juhu Scheme, Vile Parle (W), Bombay 400049 hereinafter referred to the 'THE PROMOTER' (which expression unless it be repugnant to the context or meaning thereof deemed mean and include (the present partners for the time being constituting the said firm, survivors or survivor of them, their) heirs, representatives, administrators and assigns) of THE ONE PART MR./MRS./M/s. Hellobaby Pvt. Ltd.

GENERAL STAMP OFFICE
TOWN SHALIFAT
MUMBAI 400 083
MAHARASHTRA
INDIA

502/503 Saraswati Sadan Link Road, Banger Nagar, Gurgaon
of Bombay Indian inhabitant residing/carrying on business at

703
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hereinafter referred to as "THE GALA/UNIT PURCHASER" (which expression shall unless it be repugnant to the context or thereof deemed to mean and include their heirs, legal representatives, executors, administrators and assigns) or THE OTHER PART :

Rs. 000000
9122002
MAHARASHTRA
INDIA

WHEREAS :

The promoter is absolutely seized and possessed otherwise well and sufficiently entitled as an absolute owners to a piece or parcel of vacant land or ground bearing Plot No.B/7 of the Private Estate known as "THE LAXMI INDUSTRIAL ESTATE" admeasuring about 3680 sq.yards or thereabout equivalent to 3076.95 sq.mtrs or thereabouts situate in the Village of Pahadi, Taluka Borivli,

[Signature]
DY. SUPERINTENDENT OF STAMPS,
BANDRA.

District Bombay Suburban now in Greater Bombay more particularly described in the first schedule written hereunder;

The promoter is desired to construct the building for industrial user and got the plan for development of the said pieces or parcel of land sanctioned by the Director of Industries under No.ULC/H 144/MC/dc/GRD B 16467 dt.14.7.89.

As a result of the Urban Land Ceiling And Regulation Act 1976 (hereinafter referred to as 'the ceiling Act') which came into force in the State of Maharashtra on 17th February 1976, the owner was not entitled to hold any vacant land in excess of ceiling limit except as otherwise provided in the ceiling act;

The promoter has proposed to construct on the said land ground plus 2 multistoreyed industrial estate building (hereinafter referred to as 'the said building')

The promoter has entered into a standard agreement with an Architect and the said agreement is as per the agreements prescribed in the Council of Architects and whereas the promoter has appointed a structural engineer for the preparation of structural design and drawings of the estate building and the promoter has accepted the professional supervision of the Architect and the Structural engineer till the completion of the building;

The promoter has the sole and exclusive right to sell the units in the said building to be constructed by the promoter on the said land and to enter into agreement with the purchasers of galas/units and to receive the sale price proceeds in respect thereof;

The unit purchasers demanded from the promoter and the promoter has given inspection to the unit purchaser of all the documents of the title relating to the said land, the said order, the agreement, the plans, designs and specifications prepared by the promoter's Architect Shri BIPIN S. BAROT and of such other documents as are specified under the Maharashtra Ownership flat (Regulation of the promoter of construction, sale, management and transfer) Act, 1963 (hereinafter referred to as 'the said act') and rules made thereunder;

The copies of certificate of title issued by the Advocate of the Promoter; showing the nature of the title of the promoter's to the said land, extract of proerty card issued by the Survey officer in which units are to be constructed and the copies of the plans and

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specifications of the unit agreed to be purchased by the Unit purchaser approved by the Municipal Corporation of Greater Bombay, has been annexed hereto and marked as Annexure 'A', and 'B' and 'C' respectively;

The promoter has got approval from the Municipal Corporation of Greater Bombay, the plans the specifications, the elevations, sections and details of the said building;

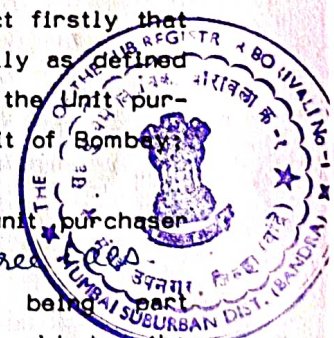
While sanctioning the said plan Municipal Corporation of Greater Bombay and/or Government has laid down certain terms and conditions, stipulations and restrictions which are to be observed and performed by the promoter while developing the said land and the building and upon due observance and performance of which only the completion and occupation certificate in respect of the said building shall be granted by the Municipal Corporation of Greater Bombay;

The promoter has accordingly commenced construction of the building in accordance with the said plans;

The unit purchaser applies to the promoter for allotment of unit No. ¹²⁸ ~~128~~ on First floor in building known as ^{Hyani Industrial Estate} ~~Hyani Industrial Estate~~ Ad plot No. ^{8/7} ~~8/7~~ Laxmi Industrial Estate, Near Link Road, Goregaon West, Bombay 400 090;

Handwritten initials: MB, Ali

Prior to making application as aforesaid, as required by the provisions of Maharashtra Co operative Societies Act 1960 (Maharashtra Act No.XXIV of 1960) and the Urban Land (Ceiling and Regulation) Act 1976, the unit purchaser has made declaration to the effect firstly that neither the unit owner nor the member of the family (family as defined under the Urban Land (ceiling and regulation) Act 1976) of the Unit purchaser owned a tenement, house or building within the limit of Bombay;



Prior to the execution of these presents, the unit purchaser paid to the promoter a sum of Rs. ^{300,000} ~~300,000~~ (Rupees ^{Three Lacs} ~~Three Lacs~~ only) being ^{part} ~~part~~ payment of the sale price of the unit agreed to be sold by the promoter to the unit purchaser as advance payment or deposit (the payment and receipt whereof the promoter doth hereby admit and acknowledge and discharge the purchaser for the said amount forever) which shall in no event exceed fifteen percent of the sale price of the unit agreed to be sold to the unit purchaser and the unit purchaser has agreed to pay to the promoter balance of the sale price in the manner hereinafter appearing;

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The promoter is entering into separate agreements in the form similar to this agreement with several other persons and parties who may agree to take up and acquire unit/s in the said building on ownership basis on the same terms and conditions as herein save and except and subject to such modifications as may be necessary or considered desirable or proper by the promoter;

The promoter will enter into an agreement with a view ultimately that the purchasers of the units shall form themselves into a co operative society under the Maharashtra Co operative societies Act 1960 or a limited company under the Companies Act 1956 as the case may be;

The parties hereto agree that if one or more units are not taken or acquired by any person other than the promoter at the time when the building is ready for occupation, the promoter shall deemed to be the owner of the unit until such time as the said units are to be sold by the promoter to any person or party as the (case may be) deem fit and proper;

Under Section 4 of the Maharashtra Ownership flat act the promoter is required to execute a written agreement for sale of the said unit to the unit purchasers being in fact these presents and also to register the said agreement under the registration act;.

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

1. The promoter shall construct the said building/s consisting of ground plus 2 upper floors on the said land in accordance with the plans, designs and specifications approved by the Municipal Corpn. of Greater Bombay and which have been seen and approved by the Unit purchaser with only such variation and modifications as the promoter may consider it necessary or as may be required by the Municipal Corporation of Greater Bombay;

PROVIDED that the promoter shall have to obtain consent in writing to the unit purchaser in respect of such variations and modifications which may adversely affect the unit of the purchasers.

2. The unit purchaser hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the unit No. of the type of carpet area admeasuring 355 Sq.feets (which

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inclusive of balconies on 1st floor) as shown in the floor plan thereof (hereto annexed and marked Annexure 'C') bearing Unit No. 128 in the building for the price of Rs. 400,000/- being the proportionate price of the common areas and facilities/limited common area and facilities which are more particularly described in the plan annexed herewith. The unit purchaser hereby agrees to pay to the promoter the balance amount of purchase price Rs. 300,000/- (Rupees Three Lacs only) having been paid to the promoter on or before the execution of this agreement in the following manner. Balance Rs 100,000/- (Rs one lacs only).

- i) 10 per cent on plinth;
- ii) 20 per cent on slab;
- iii) 7 percent on walling;
- iv) 10 percent on doors and windows;
- v) 7 percent on flooring;
- vi) 7 percent on plaster (internal & external);
- vii) 10 per cent on sanitary fittings & plumbing;
- viii) 14 per cent or remaining at the time of occupation;

3. The promoter hereby agrees to observe and perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the Municipal Corporation of Greater Bombay at the time of sanctioning the said plans or thereafter and shall before handing over possession of the unit to the unit purchaser, obtain from the Municipal Corporation of Greater Bombay occupation and/or completion certificate in respect of the unit.

4. The promoter hereby declares that the floor space index available in respect of the said land is only and that no part of the said floor space index has been utilised by the promoter elsewhere for any purpose whatsoever and the said F.S.I. will be used for developing the said land by constructing the industrial estate of ground plus 2 floor.

5. The promoter hereby agrees that he shall before handing over the possession of the unit to the unit purchaser and in any event before execution of the conveyance of the land is favour of a co-



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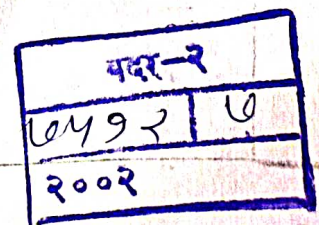
operative body to be formed by the purchasers of the unit in the building to be constructed on the said land (hereinafter referred to as 'the co operative society/the limited company) make full and true disclosure of the nature of their title to the said land as well as encumbrances, if any including any right, title and interest or claim of any party in, or over the said land and shall as far as practicable ensure that the said land is free from encumbrances and the promoter has absolute, clear and marketable title to the said land so as to enable him to convey to the said society/limited company and such absolute, clear and marketable title on the execution of a conveyance of the said land by the promoter in favour of the said society/limited company.

6. The unit purchaser agrees to pay to the promoter interest at nine percent per annum on all amounts which become due and payable by the unit purchaser to the promoter under the terms and conditions of this agreement from the date the said amount is payable by the unit purchaser to the promoter.

7. On the unit purchaser committing default in payment on due date of any amount due and payable by the unit purchaser to the promoter under this agreement (including his/her proportionate share of taxes levied by Municipal Corporation of Greater Bombay and other outgoings) and on the unit purchaser committing breach of any of the terms and conditions herein contained the promoter shall be entitled at his own option to terminate this agreement.

PROVIDED always that power of termination, hereinbefore contained shall not be exercised unless and until the promoter shall have given to the unit purchaser fifteen days prior notice in writing of his intention to terminate his agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default which shall have made by the unit purchaser in remedying such breach or breaches within a reasonable time after giving of such notice.

PROVIDED further that upon termination of this agreement as aforesaid the promoter shall refund to the unit purchaser the instalment of sale price of the unit which may till then have been paid by the unit purchaser to the promoter but the promoter shall not be liable to pay to the unit purchaser any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the promoter, the promoter shall be at liberty to dispose off and sell the unit to such person and at such price as the promoter



may in his absolute discretion think fit.

The fixture, fittings and amenities to be provided by the promoter in the said building and the unit are set out in Annexure 'D'

9. The promoter shall give possession of the unit to the unit purchaser on or before the day of — 199 —. If the promoter fail or neglect to give possession of the unit to the unit purchaser on account of reasons beyond his control and of their agents as per the provisions of section 9 of the Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in Section 8 of the said act, then the promoter shall be liable on demand to refund to the unit purchaser the amounts already received by them in respect of the unit with simple interest therein is repaid, provided that by mutual consent it is agreed that the dispute whether the stipulation specified in section 7 have been satisfied or not will be referred to the competent authority who will act as an arbitrator. Till the entire amount and interest thereon is refunded by the promoter to the unit purchaser he shall subject to prior encumbrances if any, be a charge on the said land as well as the construction or building in which the units are situated or were to be situated.

PROVIDED that the promoter shall be entitled to reasonable extension of time for giving delivery of the unit on the aforesaid date, if the completion of the building in which the unit is to be situated is delayed on account of:

- i) non available of steel, cement and other building material, water or electricity;
- ii) War civil commotion or act of God;
- iii) Any notice, order, rule, notification of the Government and/or other public competent authority

10. The unit purchaser shall take possession of the unit within 7 days of the promoter giving written notice to the unit purchaser intimating that the said units are ready for use and occupation.

PROVIDED that if within a period of three years, from the date of handing over. the unit to the unit purchaser, the unit purchaser brings to the notice of the promoter any defect on the unit of the building in which the unit is situated or the material used therein or any unauthorised change on the construction of the building, then wherever possible such defects or unauthorised changes



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shall be rectified by the promoter at his own cost and in case it is not possible to rectify such defects or unauthorised changes, than, the unit purchaser shall be entitled to receive from the promoter reasonable compensation for such defect or change.

11. The unit purchaser shall use the unit or any part thereof or permit the same to be used for the purpose of heavy/service industries activities for carrying on any permissible industry or business. He/She shall use the garage or parking space only for the purpose of keeping of parking the unit purchaser's own vehicle.

12. The unit purchaser alongwith other purchasers of units in the building shall join in forming and registering the society or limited company and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the society or limited company and for becoming member including the bye laws of the proposed society and duly fill in, signed return to the promoter within ten days of the same being forwarded by the promoter to the unit purchaser, so as to enable the promoter to register the organisation of the unit purchasers under Section 10 of the said act within the limit prescribed by rule 8 of the Maharashtra Ownership flats (Regulation of the promotion of construction, sale, management and transfer) Rule 1964. No objection shall be taken by the unit purchaser, if any changes or modifications are made in the draft bye laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co operative societies or the Registrar of companies as the case may be or any other competent authority.

13. Unless it is otherwise agreed to by and between the parties hereto the promoter shall within four months of the registration of the society or limited company as aforesaid cause to be transferred to the society/limited company all the right, title and interest of owner/promoter and/or the owner/promoter and/or the owner in the aliquot part of the said land together with the building/s (or to be obtaining/or executing the necessary conveyance of the said land (or to the extent as may be permitted by the authorities) and the said building in favour of such society or limited company as the case may be such conveyances shall be in keeping with the terms and provisions of this agreement.

15. The unit purchaser shall on or before the delivery of possession of the said premises keep deposited with the promoter the following amounts.

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a) Rs.	2000-00	for legal charges;
b) Rs.	261-00	for share money, application entrance fee of the society of limited company;
c) Rs.	2000-00	for formation and registration of the society/limited company;
d) Rs.	7500-00	for proportionate shares of taxes and other charges;
e) Rs.	5000-00	water/Electric deposit
f) Rs.	7000-00	Development charges.
Total	<u>23761-00</u>	

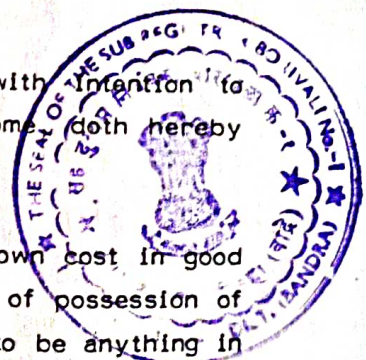
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16. The promoter shall utilise the sum of Rs. _____ paid by the unit purchaser to the promoter for meeting all legal costs, charges and expenses, including professional costs of the advocate of the promoter in connection with the formation of the said society, or as the case may be limited company, preparing its rules and regulations and the bye laws and the cost of preparing and engraving this agreement and the conveyance.

17. At the time of registration the unit purchaser shall pay to the promoter the unit purchaser's share of stamp duty and registration charges payable, if any, be the said society or limited company on the conveyance or any documents or instrument of transfer in respect of the said land and the building to be executed in favour of the society or limited company.

18. The unit purchasers or himself/themselves with intention to bring all persons into whose hands the unit may come doth hereby covenant with the promoter the following.

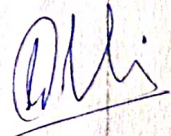
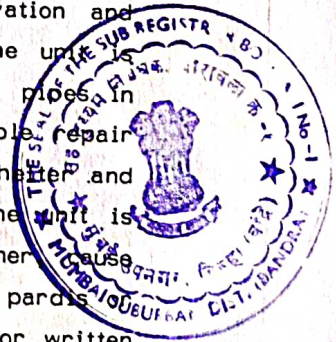
- a) to maintain the unit at the unit purchaser's own cost in good tenantable repair and condition from the date of possession of the unit is taken and shall not do or suffer to be anything in or to the building in which the unit is situated, staircase or any passages which may be against the rules, regulations or bye laws of Municipal Corporation of Greater Bombay or any other authority or change/alter or make addition in or to the building in which the unit is situated and the unit itself or any part thereof;



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- b) Not to store in the unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction of structure of the building in which the unit is situated or storing of which goods is objected to by the Municipal Corporation of Greater Bombay or other authority and shall not carry on cause to be carried heavy packages whose upper floors which may damage or likely to damage the stair cases, common passages or any other structure of the building in which the unit is situated including entrance of the building and in case any damage is caused to the building in which the unit is situated the unit purchaser in this behalf, the unit purchaser shall be liable for the consequences of the breach;
- c) To carry at his/her/their own costs all internal repairs to the said unit and maintain the unit in the same condition, state and order in which it was delivered by the promoter to the unit purchaser and shall not do or suffering to be done anything in or to the building in which the unit is situated or the unit which may be given the rules and regulations and bye laws of the Municipal Corporation of Greater Bombay or other public authority. And in the event of the unit purchaser committing any act in contravention of the provision, the unit purchaser shall be responsible and liable for the consequences thereof to the Municipal Corporation of Greater Bombay and/or other public authority.
- d) Not to demolish or cause to be demolished the unit or any part thereof, not at any time making or cause to be made any addition or alteration of whatever nature in or to the unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the unit is situated and shall keep the portion, sewers, drain pipes in the unit and appurtenances thereto in good tenable repair and condition and the particular so as to support shelter and protect the other part of the building in which the unit is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC parts or other structural members in the unit without the prior written permission of the promoter and/or the society or limited company;
- e) Not to do or permit to be done any act or thing which may

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render void or voidable any insurance of and said land and the building in which the unit is situated or any part thereof or whereby any increase in 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 unit in the compound or any portion of the said land and the building in which the unit is situated;
- g) Pay to the promoter within ——— days a demand by the promoter, his share of security deposit demanded by the Municipal Corporation of Greater Bombay or Government or giving water, electricity or any other service connection to the building in which the unit is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other leys, if any which are imposed by the Municipal Corporation of Greater Bombay and/or Government and/or other public authority, on account of change of user of the unit by the unit purchaser viz. uses for the purposes other than for heavy/service industries;
- i) The unit purchaser shall not let, sub-let, transfer, assign or part with unit purchaser's interest or benefit factor of this agreement or part with the possession of the unit until all the dues payable by the unit purchaser to the promoter under this agreement are fully paid up and only if the unit purchaser and not been guilty of breach of or not observances of any of the terms and conditions and covenants of this agreement and until the unit purchaser has intimated in writing to the promoter;
- j) The unit purchaser shall observe and perform all the rules and regulations which the society or limited company may adopt from 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 units thereon and for the observance and performance of the building rules, regulations and bye laws for the time being of the Municipal Corporation of Greater Bombay and of Government or other public bodies. The unit purchaser shall also observe and perform all the stipulations and conditions laid down by the society/limited company regarding the occupation and the

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use of the unit in the building and shall contribute regularly and punctually towards the taxes, expenses, or other outgoings in accordance with terms of this agreement;

k) Till a conveyance of the building in which the unit is situated is executed the unit purchaser shall permit the promoter and his surveyors and enter into and upon the said land and buildings or any part thereof to view and examine the state and conditions thereof.

19. The promoter shall maintain a separate account in respect of sums received by the promoter from the unit purchaser as advance or deposit, sums received on account of the share capital for the promotion of the co operative society or a limited company towards the outgoings, legal charges and shall utilise the amount only for the purposes for which they have been received.

20. Any delay contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said unit or of the said plot and building or any part thereof. The unit purchaser shall have no claim save and except in respect of the unit hereby agreed to be sold to him and all open spaces parking spaces, lobbies, stair cases, terraces, recreation spaces etc. will remain the property of the promoter until the said land and building is transferred to the society/limited company as hereinbefore mentioned.

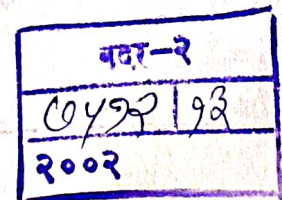
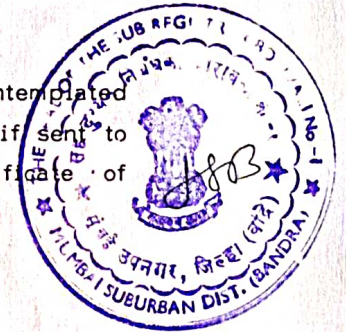
21. Any delay tolerated or indulgence shown by the promoter, in enforcing the terms of this agreement or any forbearance or giving of time to the unit purchaser by the promoter shall not be construed as a waiver on the part of the promoter of any of breach or non compliance of any of the terms and conditions of this agreement by the unit purchaser nor shall the same in any manner prejudice the rights of the promoter.

22. All notices to be served on the unit purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the unit purchaser by Registered post A.D./Under certificate of posting at his/her address specified below:

Hello baby. Pvt Ltd

502/503 Saraswati Sadan, Link Rd

Bangur Nagar Gurgaon (W) MU. 400030.



23. The building shall always be known as 'Laxmi Industrial Estate' and the name of the Industrial premises society or limited company to be formed shall bear the name of 'Laxmi'. This name shall not be changed without the written permission of the promoter.

24. The promoter will provide a cable for power near the said building and the unit purchaser will draw the electric power at his/her/their own costs. The unit purchaser will make his/her/their own separate application and obtain necessary permission from the Electric supply company for his/her/their own requirements of electric power.

25. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN the parties hereto that the terrace space in front of or adjacent to the terrace unit in the said building if any shall belong exclusively to the respective purchaser of the terrace unit and such terrace spaces are intended for the exclusive use of the respective terrace unit purchaser. The said terrace shall not be enclosed by the unit purchaser till the permission in writing is obtained from the Municipal Corporation of Greater Bombay and the promoter or the society or limited company as the case may be.

26. The purchaser shall immediately after the execution of this agreement lodge the same for registration with the sub-registrar of assurance at Bombay and shall within two days after lodging the same intimate the promoter having done so with the date and serial number under which the same has been lodged for registration with the concerned authorities.

THE FIRST SCHEDULE ABOVE REFERRED TO:

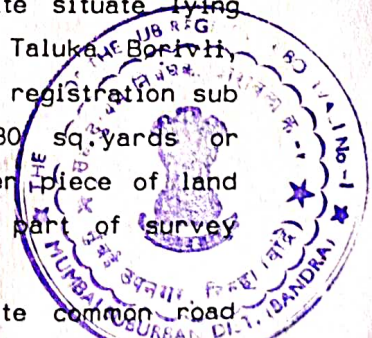
ALL THAT piece or parcel of vacant land or ground being plot no.B/7 of the Estate known as Laxmi Industrial Estate situate lying and being in the village of Pahadi near Goregaon, Taluka Borivli, District Bombay Suburban now in greater Bombay in the registration sub district of Bandra, containing by admeasurement 3680 sq.yards or 3076.95 sq.mtrs. or thereabout forming part of a larger piece of land bearing pot B/7 of the said estate and also forming part of survey no.161 of village Pahadi and bounded as follows:

Towards North : By proposed 44' wide private common road and layout that by Plot No.B/1 of the said estate;

Towards South : By plot No.B-D/6 of the said estate;

Towards East : By plot B/6 of the said estate;

Towards West : Partly by plot B/8 of the said estate and partly by Plot No.1B/9 of the said estate



नदर-२	
10492	98
२००२	

Signed Sealed and delivered)
by the withinnamed Promoter)
M/s. / Mr.)
in the presence of:)

For H. V. Industries,

[Signature]
Proprietor,

1. *[Signature]* vijay. n. shirke.
2. R. M. Muchhal Kathibhai Muchwala

Signed Sealed and delivered)
by the withinnamed Purchaser)
Shri/Smt./M/s Hello Baby put Ltd)
in the presence of:)

[Signature]

1. C. V. Saware *[Signature]*
- 2.

Received of and from the Unit)
purchaser abovenamed the sum of)
Rs. 300,000/- (Rupees Three Lacs)
only ch. No. 778865. dt 13/12/02)
being the fifteen percent of the said)
price of the unit as advance payment)
or deposit to be paid by the Gala)
purchaser to the promoter.)

Rs. 300,000/-

I say received
For H. V. Industries,

[Signature]
Promoter **Proprietor.**

- Witnesses:
1. *[Signature]*
 2. R. M. Muchhal



बदर-२
७५९२ १५
२००२

MANOJ BHATT
ADVOCATE

Office :
401, Vardhman Chambers,
4th floor,
17, Cawasji Patel Street,
Fort, Bombay 400 001.
Tel: 2874006/2041049

Res:
7/80, Dharma Pratap,
2nd floor,
Garodia Nagar,
Ghat Kopar, Bombay-400077.
Tel: 5129572

TO WHOM SO EVER IT MAY CONCERN

Mr. HIMATLAL VADILAL SHAH sole propriter of M/S H.V.INDUSTRIES has instructed me to verify his title over the property more particularly described in the shedule hereunder written:-

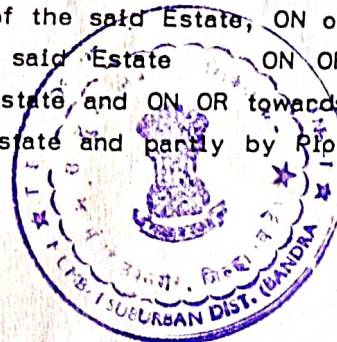
The piece of land described in the schedule hereunder written was originally belonged to one NATVARLAL NATHALAL SHAH from whom Mr. HIMATLAL VADILAL SHAH as propriter of M/S SUNIL METAL INDUSTRIES purchased/acquired said plot of land under a registered deed of conveyance dated 25-1-77. whereas said Himatlal Vadilal Shah changed the name of the firm from M/S SUNIL METAL INDUSTRIES to M/S H.V.INDUSTRIES and he has executed deed of release in favour of M/S H.V.INDUSTRIES dated 1-12-89. Thus in my opinion subject to u.l.c regulation the title of MR. HIMATLAL VADILAL SHAH prop. of M/S H.V.INDUSTRIES is clear and marketable.

:THE SCHEDULE ABOVE REFERED TO:

ALL THAT piece or parcel of vacant land or ground bearing Plot No.B/7 of the Estate known as The Lakshmi Industrial Estate situate lying and being in the Village of Pahadi near Goregaon, Taluka Borivili District Bombay Suburban, now in Greater Bombay, in the Registration Sub District of Bandra, containing by admeasurement 3,680 square yards (or 3,076.95 square meters or thereabout) and forming part of a larger piece of land bearing Plot No.B7 of the said Estate and also forming part of Survey No.161 of Village Pahadi and bounded as follows; that is to say ON or towards the NORTH by proposed 44 ft. wide Private Common Road and beyond that by Plot No.B/1 of the said Estate, ON or towards the SOUTH by plot No.B-D/6 of the said Estate ON OR towards the EAST by Plot No.B/6 of the said Estate and ON OR towards the WEST partly by Plot No.B/8 of the said Estate and partly by Plot No.B/9 of the said estate.

DATED THIS 30th DAY OF JULY 1993.

Sd/-
MANOJ BHATT
(ADVOCATE)



बंदरा-२
७५९४ ९६
२००२

माल - मत्तेच्या रजिस्टर कार्डातील उतारा

सीटी सर्वेपट्टी ठोरेठाव (प) तालुका : बोरीवली, जिल्हा-मुंबई

अर्ज क्र. ५९२

सिटो सर्वे नंबर	क्षेत्रफळ चौरस मिटर	सत्ता प्रकार	सरकारला भरलेल्या मान्याचा अथवा खंडाचा तपशिल व तो केव्हा बदलावयाचा
१३१ २	३०७५-२	C	दि. ११/११/२०१२ पासून र.र. २१२३=००

वहिवाटीचा हक्क

सन १९ मध्ये धारण करणाऱ्याचा नाव-हक्क कसा प्राप्त झाला ?, जो पर्यंत तपास लागला तो पर्यंत :

पट्टेदार

इतर बोजे

इतर घेरे

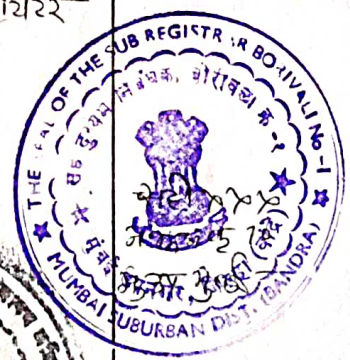
तारीख	व्यवहार	व्हाल्युम नंबर	नविन धारण करणाऱ्याचा (घ) अथवा इतर बोजा असणारा (ई)	तहसिलदार
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११/०१/१८
मा. जिल्हाधिकारी मुंबई उप मुंबई गांचेकडील आदेश क्र C/4110/14
NAP/SR-26 34 दि. 21/2/2013 च्या आदेशान्वये न.क्र. १३१
मधील क्षेत्रात ३०७५-२ च्या भू. क्षेत्र कमी करून न.क्र. १३१
१३१२ च्या जमीन मिल्कत पत्तिका उद्घाटन सत्ता तपस "सी"
दाखल करून मिळविली जाणारी न.क्र. १३१२

११/०१/१८
मा. अधिकाक गुांजि अभिलेख
मुंबई उ.जि. गांचेकडील दि.
१५/०१/१८ च्या पुनर्वितीका
आदेशान्वये न.क्र. १३१२ च्या
कडील दिनांक २१/११/१८ च्या
आदेशान्वये दि. ११/११/१८ च्या
जोप २६ करून नावात दुसऱ्या
करून नाव दाखल केले.

१५/११/१८
२०/११/१८
२०/११/१८
२०/११/१८
२०/११/१८

५९२
४२५

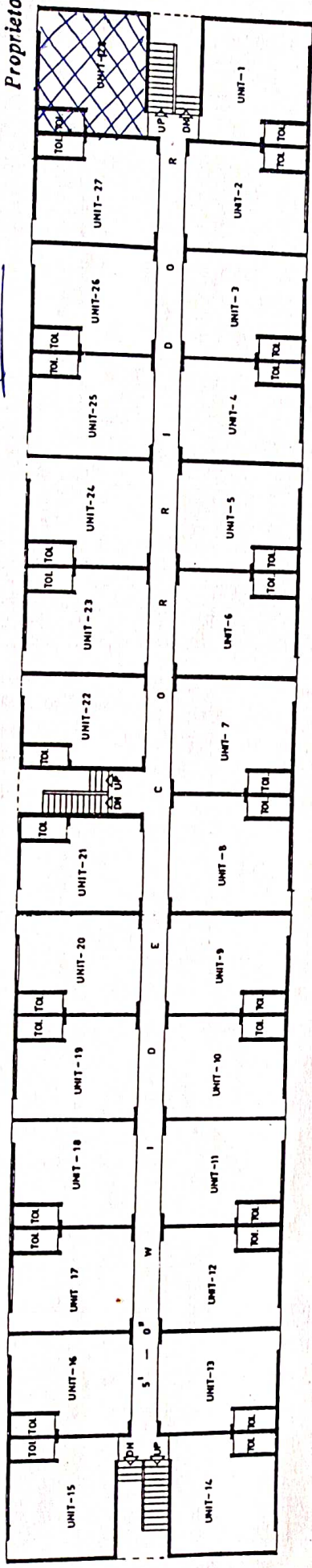


बदर-२
१०५१२ १५
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सत्य प्रतिकृति

१५/११/१८
२०/११/१८
२०/११/१८

For H. V Industries,
[Signature]
 Proprietor:



FIRST FLOOR PLAN
 SCALE 1" = 16'-0"

PROPOSED SERVICE INDUSTRIAL ESTATE, PLOT NO. B/7. S. NO. 161(pt.)
 OF VILLAGE PAHADJI LAXMI INDUSTRIAL ESTATE GOREGAON (W.),
 BOMBAY.

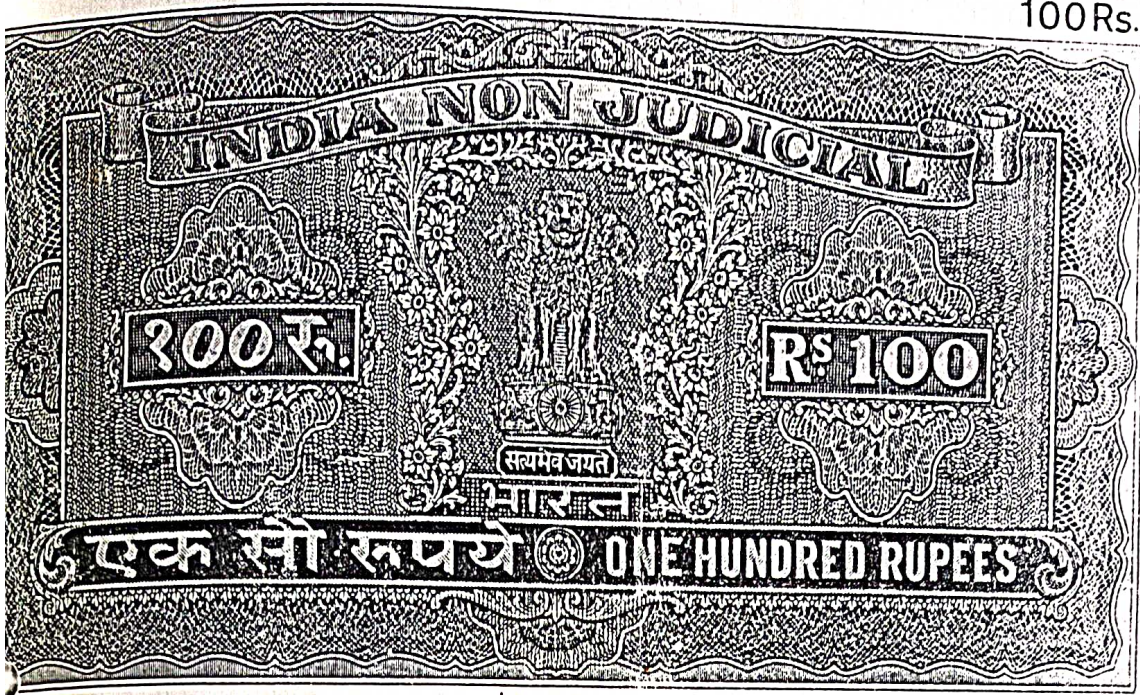


BIPIN S. BAROT
 DIRECTOR
 KALPANA CONSULTANT PVT. LTD
 18, UNION BANK BUILDING
 BOMBAY SAMACHAR MARG
 FORT, BOMBAY - 400023



[Handwritten signature]
 2002

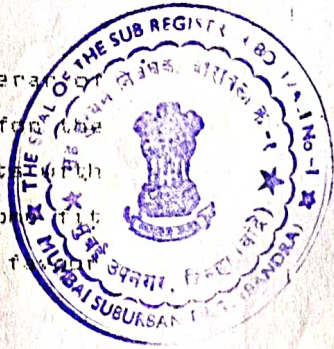
100Rs.



दिनांक 22 AUG 2000
N. S. Bhawasar
Vijay Shirke
No. 6724043, 8767414 (F), 0731305

SPECIAL POWER OF ATTORNEY

Shri Jitendra Shanlerlal Barahmbhatt, an adult, Indian habitant Carrying on business from plot no 274/9 Jawahar Naqar, (West) Mumbai 400 062. Do hereby SEND GREETINGS: WHEREAS I am engaged in the business of Construction and property developers in the Mumbai and Thane Area on the proprietary, Partnership or Joint Ventures with other parties. AND WHEREAS my firms has to enter into Agreement for the Sale with various Flat/Unit Purchasers wherein I May be signatory for the execution of the Agreement. AND WHEREAS under the registered with the Sub-Registration Office, Mumbai AND WHEREAS I am not able to remain present for the purpose of the registration/admission of the such Agreements with various Flat/Unit Purchasers, therefore wish to appoint some proper person to act on my behalf, in my name and in my respect of being present for the registration only.



Handwritten signature

बदर-२
७५९७ १९
२००२

AND WHEREAS I, Shri Jitendra Shankarlal Brahmhatt, therefore hereby appoint, engage, authorise, empower nominate and constitute Mr VIJAY MAHADEO SHIRKE to be my true and lawful Attorney to do all such acts, deeds things, matters for the registration purpose only.

NOW THIS DEED WITHNESETH THAT

This Power of Attorney is subject to right of the revocation by the Executant for the following matters:

1) To remain present before the Sub- Registrar of Assurance, for the registration purpose only.

2) To execute Deed of confirmation and sign such deed or other documents if required for the purpose of the Registration only.

3) I do hereby authorised my said Attorney to be present for the registration and admit execution of any deed in this respect.

4) To enter into any deed, and lodge the above said Agreement alongwith Confirmation deed for the purpose of Registration only.

AND SPECIALLY to do all such acts, deeds things matters as my said constituted Attorney shall deem fit proper, necessary of expedient for the purpose of registration only.

AND I Shri Jitendra Shankarlal Brahmhatt, hereby agree and consent to ratify all such acts, deeds, things matters as my said constituted Attorney shall do or cause to be done by virtue of this Deed presents for the purpose of Registration only.

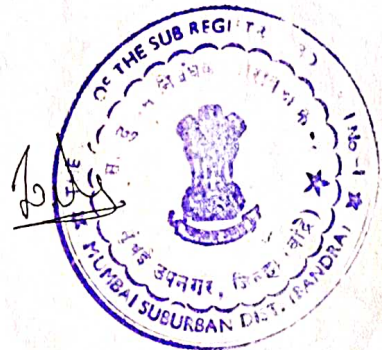
IN WITNESS WHEREOF THE EXECUTANT have signed this Deed of Power of Attorney on this day of 22 August, 2000 at Mumbai .

Withinnamed
SHRI JITENDRA SHANKERLAL BRAHMBHATT.....)
in the presence of.....)

[Signature]
EXECUTANTS.

1) Gaurav Joshi
3rd Flr, Rajendra Ratna, S.V. rd.
Goregaon. W. Mumbai 62

2) Parneet .K. Doshi
8/2. Hari Ashish.
R.-C. Lane
M. Lad (W)
Mumbai - 64



वदर-२	
७५९२	२०
२००२	

BDR/ 695 / 2000

Handwritten initials

General Power of Attorney has been executed

By (I) Mr./Mrs. Jitendra S. Brahmhatt Aged 45 Years Occupation Business Residing at 59/5 Savahar Nagar Romel no Goregaon (W) Mum-62

In my Presence I Their identity is Proved by (1) Shri Gaurav Joshi R/A 3rd Floor Rasendra Parkam SV Goregaon (W) (2) Shri Pankaj K. Doshi R/A 8/2 Hari Ashish R. Laxmalad (W) Mum-65

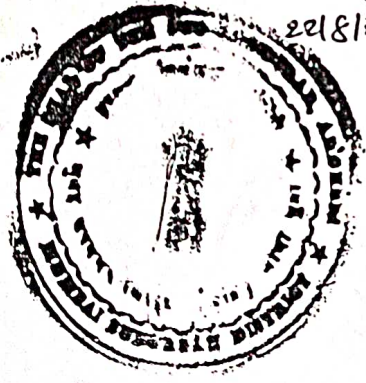
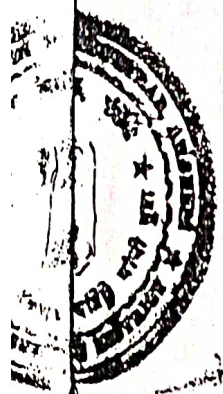
To my satisfaction Authentication Fee of Rs. 5/- Received

Joint Sub-Registrar Borivali / Andheri Sub. - Dist.

Note - There is no correction, erasure, addition, Interlineation in this General Power of Attorney.

Joint Sub-Registrar Borivali / Andheri, Mumbai Sub-Dist

Handwritten signatures and initials



बदर-२
0492 | 29
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16/12/2002
4:10:32 pm

दुय्यम निबंधक:
बोरीवली 1 (मालाड)

दस्त गोषवारा भाग-1

वदर2

दस्त क्र 7512/2002

दस्ताचा प्रकार : 7512/2002
करारनामा

नु. क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1] नाव: हलोबेबी प्रा लि चे संचालक गौरव अराविंद जोशी
पत्ता: घर/फ्लॅट नं: 302
गल्ली/रस्ता: एस व्ही रोड
ईमारतीचे नाव: राजेंद्र रत्न
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: गोरेगाव (प), मुं
तालुका: -
ि

लिहून घेणार

वय 23

सही

[Signature]



2] नाव: एच. व्ही. इंडस्ट्रिज चे प्रोपरायटर जितेंद्र शंकरलाल
ब्रम्हभट्ट तर्फे मुखत्यार विजय महादेव शिर्के
पत्ता: घर/फ्लॅट नं: 274/9
गल्ली/रस्ता: -
ईमारतीचे नाव: जवाहर नगर
ईमारत नं: -
पेट/वसाहत: -
शहर

लिहून देणार

वय 35

सही

[Signature]



वदर-२
७५१२ | ९२
२००२





दस्त गोषवारा भाग - 2

वदर 2

दस्त क्रमांक (7512/2002)

दस्त क्र. [वदर 2-7512-2002] चा गोषवारा
बाजार मुल्य : 791800 मोबदला 400000 भरलेले मुद्रांक शुल्क : 79200

पावती क्र.: 6897 दिनांक: 16/12/2002
पावतीचे वर्णन
नाव: हॅलोवेवी प्रा लि चे संचालक गौरव अरविंद जोशी

दस्त हजर केल्याचा दिनांक : 16/12/2002 04:02 PM
निष्पादनाचा दिनांक : 09/12/2002
दस्त हजर करणा-याची सही :

दस्ताचा प्रकार : 25) करारनामा
शिकका क्र. 1 ची वेळ : (सादरीकरण) 16/12/2002 04:02 PM
शिकका क्र. 2 ची वेळ : (फी) 16/12/2002 04:08 PM
शिकका क्र. 3 ची वेळ : (कबुली) 16/12/2002 04:09 PM
शिकका क्र. 4 ची वेळ : (ओळख) 16/12/2002 04:10 PM

7920 : नोंदणी फी
460 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

8380: एकूण

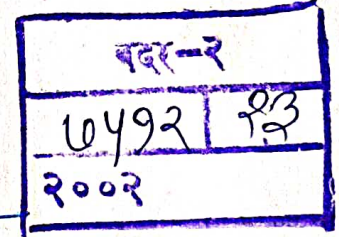
दस्त नोंद केल्याचा दिनांक : 16/12/2002 04:10 PM

द. निबंधक वी. सी. वारीवली (बी. ए. ए.)
मुंबई उपनगर जिल्हा

ओळख :
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.
1) सीव्ही सावंत, घर/फ्लॅट नं: -
गल्ली/रस्ता: एस व्ही रोड
ईमारतीचे नाव: शिवानंद
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: गोरेगाव (प), मुं
तालुका: -
पिन: 104
2) रतीलालजे. मुछाला, घर/फ्लॅट नं: वरीलप्रमाणे
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: -
तालुका: -
पिन: -

① Rowale

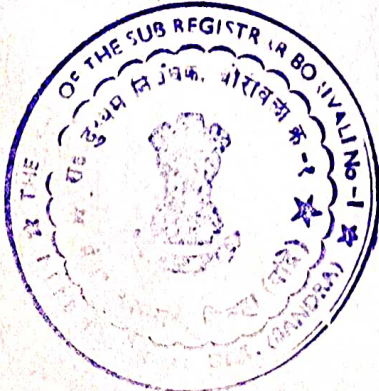
② P. M. Chhale



प्रमाणित करणेचे वेळे की, या
दस्तामध्ये एकूण १३ पाने आहेत.

सह. निबंधक वी. सी. वारीवली-१
वारीवली (मालाड)
मुंबई उपनगर जिल्हा

सह. दुय्यम निबंधक वारीवली-१
मुंबई उपनगर जिल्हा



७५१२/२००२
पुस्तक क्रमांक १ क्रमांक जर
नोंदला
दिनांक : १३-१२-२००२

सह दुय्यम निबंधक वारीवली-१
मुंबई उपनगर जिल्हा