

Friday, August 21, 2009

9:40:42 AM

पावती

Original

नोंदणी 38 म.
Regn. 39 म.

पावती क्र. : 7615

दिनांक: 21/08/2009

गावाचे नाव माजीदडे

दस्तऐवजाचा अनुक्रमांक टनन2 - 07441 - 2009

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: सिध्दार्थ एज्युकेशन सर्विस लि. तर्फे डायरेक्टर कविता मुजूमदार - -

नोंदणी फी	:-	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (95)	:-	1900.00
एकूण	रु.	31900.00

आपणास हा दस्त अंदाजे 9:55AM ह्या वेळेस मिळेल

दुय्यम निबंधक

वह दुय्यम निबंधक ठाणे क्र. १

बाजार मूल्य: 5614000 रु. मोबदला: 9260388रु.

भरलेले मुद्रांक शुल्क: 446000 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: स्टेट बँक ऑफ हैदराबाद;

डीडी/धनाकर्ष क्रमांक: 504219; रक्कम: 30000 रु.; दिनांक: 13/08/2009



8/90/14



Saturday, August 30, 2014
2:27 PM

पावती

MH00012N

Original/Duplicate

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 2169 दिनांक: 30/08/2014

गावाचे नाव: Majivade

फाईलिंगचा अनुक्रमांक: THN9-2082-2014

दस्तऐवजाचा प्रकार : Notice of Intimation of Mortgage by way of Deposit
of title Deed

सादर करणाऱ्याचे नाव: SIDDHARTH EDUCATION SERVICES LTD

Document Handling रु. 300.00

Filing Fee रु. 1000.00

एकूण: रु. 1300.00

सादरकर्ता INDUSIND BANK LTD यांनी यांचेकडून दि. 31/07/2014 रोजी
घेतलेल्या रु.9850000/- कर्जासंबंधीची नोटीस ऑफ इंटिमेशन फायलिंग साठी मिळाली.
GRN is MH002024208201415E Defaced vide 0001561134201415
Dated.30/08/2014.

GRN is MH002327945201415M Defaced vide 0001561135201415
Dated.30/08/2014.

S. B. Thaney

S. B. Thaney

सह मुख्य निबंधक वग १ ठाणे क्र. १

पणे क्र. १



IDBI Bank Limited

Customer Copy S. No. **3130**

Deposit Branch Date 18/8/09

Acct. No. 45437200010056 Idbi bank A/c Stamp duty

Type of Document Social Adhesive *Sales Agreement*

Type of Stamp

Franking Value Rs. 2,46,000/-

Service Charges Rs. 0/-

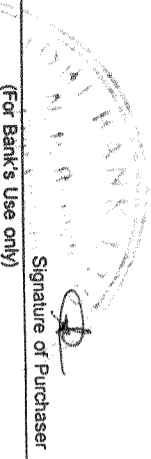
Total Rs. 2,46,000/-

Name and address of stamp duty paying party

Siddharth Education

Cheque / DD No.

Drawn on Bank



Signature of Purchaser

(For Bank's Use only)

DC No. Date 18 AUG 2009

Franching Sr. No.

Authorised by (Sign., Name & EIN)

[Signature]

Please sign the declaration printed behind.

तमन-२
दस्त क्रमांक १८०९ / २००९
१/११



AGREEMENT FOR SALE

This AGREEMENT FOR SALE made at Mumbai this 18th day of Aug 2009 between SHREE SAINATH ENTERPRISES, a Partnership Firm having its registered office at 216, Shah & Nahar Estate, Dr. E. Moses Road, Worli, Mumbai – 400 018 hereinafter referred to as 'BUILDER/PROMOTER' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include successors in title and assigns) of the ONE PART and Mr./Mrs./Miss/M/s Siddharth Education Services Ltd having through directors Ms. Farita P. Mujumdar his/her/its address 301, Prestige Chambers, Opp P.F No 2, Thane (W)

and assessed to Income Tax under Permanent Account Number (PAN) hereinafter referred to as 'THE PURCHASER' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and

Authorised Signatory

For IDBI Bank Ltd. Industrial Development Bank of India Ltd. Marital Court 'A' Wing, 2nd Floor, Narman Point, Mumbai-400021.

D-5/STP/V/C.R. 007/09/05/18-10-09

INDIA STAMP DUTY MARATHRA
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 103508
 R.044600
 PAN
 AUG 18 2009
 10:12

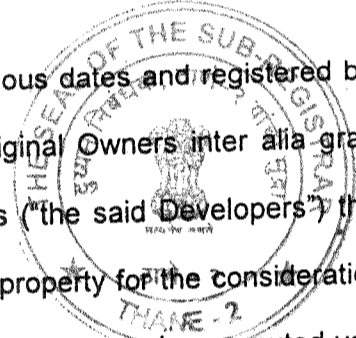
[Signature] PM

99

include his/her/their heirs, executors, administrators and permitted assigns) of the **OTHER PART.**

WHEREAS:-

- A. Several land owners (hereinafter for the sake of brevity collectively referred as "the **Original Owners**") are absolutely seized and otherwise well and sufficiently entitled to all those pieces and parcels of land or ground lying, being and situate at Village Majiwade, Taluka and District Thane in the Registration Sub-District of Thane, admeasuring in aggregate 73,750 sq. mtrs or equivalent to 88,205 sq. yds or thereabouts and more particularly described in the **SCHEDULE** hereunder written (hereinafter referred to as "**THE SAID PROPERTY**")
- B. The details of all the Original Owners are shown in **SCHEDULE** hereunder written which indicates their names, the lands bearing different survey Nos., Hissa Nos., and areas respectively held by them.
- C. By diverse Development Agreements executed on various dates and registered before the Sub-Registrar of Assurances, Thane, the said Original Owners inter alia granted, assigned and transferred to the respective Developers ("the said Developers") therein their respective rights for the development of the said property for the consideration on the terms and conditions contained therein. The Original Owners also executed various Irrevocable Power of Attorney in favour of the nominees of the said Developers inter alia empowering them to carry out all development activities of the said property and to do various acts, deeds or things for and on behalf of the said Original Owners.
- D. By an Assignment and Assumption Agreement dated 5th May 2008 executed by Mangal Prabhat Lodha, Lodha Estate Pvt Ltd, and Lodha Dwellers Pvt Ltd in favour of Builder/Promoter, they have inter alia assigned and transferred to Ms/ Shree Sainath Enterprises (the Builder/Promoter) the right title and interest as well as the benefits and advantages of their respective executed and registered Developments Agreements executed and registered by the original Land owners and Mangal Prabhat Lodha, Lodha

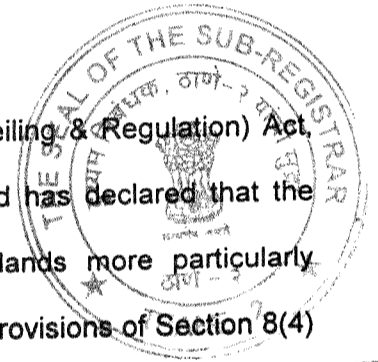


दस्तावेज क्रमांक	2008/2008
दिनांक	2/08

95

Estate Pvt Ltd, and Lodha Dwellers Pvt Ltd of the said property more particularly described in the **SCHEDULE** hereunder written to develop the said property.

- E. The Builder/Promoter now proposes to construct a residential and commercial Complex consisting of some of the residential buildings among other are to be known as the "WESTGATE A", "WESTGATE B" "WESTGATE C", "FAIRFIELD A", "FAIRFIELD B", "FAIRFIELD C", "CLAREMONT A", "CLAREMONT B", "CLAREMONT C", ("the said Buildings").
- F. The Builder/Promoter has engaged the services of Architects and Structural Engineer/s for the preparation of the Structural design and drawings thereof, and the construction of the said building/s shall be under the professional supervision of the said Architect and the Structural Engineer as required under the bye-laws of the local authorities for the time being in force till the completion of the said building/s.
- G. The Collector and Competent Authority under Urban Land (Ceiling & Regulation) Act, 1956, Thane Urban Agglomeration vide various orders passed has declared that the said Original Owners are entitled to hold their respective lands more particularly described in the **SCHEDULE** hereunder written and under the provisions of Section 8(4) and section 20 of the Urban Land (Ceiling and Regulation) Act, 1976 inter alia granted permission for development of the Said Property.
- H. By a letter bearing Serial No. TMC/T.D.P. TPS/595 dated 27-11-2007 the Builder / Promoter has obtained approval from the Thane Municipal Corporation of the City of Thane by the Executive Engineer, the plans, specifications, elevations, sections and details of the said building/s.
- I. By a letter bearing Serial No. TMC/TDD dated 16-02-2008, the Executive Engineer - Town Planning Department Municipal Corporation of the City of Thane inter alia granted Commencement Certificate to the Builder/Promoter. The Builder/Promoter has accordingly commenced construction of the said building/s in accordance with the said

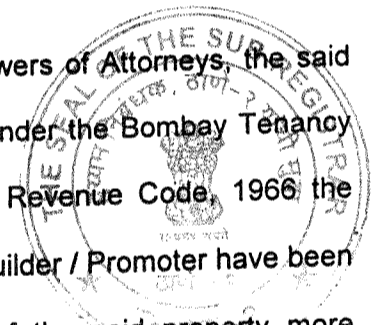


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दस्त क्रमांक	3/2008
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96

plans. Annexed hereto as ANNEXURE "A" is the copy of the said Commencement Certificate (CC).

- J. The copy of Certificate of Title issued by Advocate Pradip Garach dated 30.04.2008 showing the nature of the title of the owners to the said property on which the said building/s are to be constructed, copy of 7/12 Extract and the Plans and Specifications of the residential flat agreed to be purchased by the Purchaser approved by the concerned local authority are annexed hereto and marked ANNEXURE "B", "C" and "D" respectively.
- K. By a letter bearing Revenue/K1/Table 1/ NAP/SR - 252/2007 dated 27/12-2007, the Collector of Thane and Competent Authority appointed under the Maharashtra Land Revenue Code, 1966 has in respect of the said entire property granted permission for use thereof for Non Agricultural (NA) purpose i.e. residential and commercial purpose. A copy of the said permission is hereto annexed and marked ANNEXURE "E".
- L. In pursuance of the various Developments Agreements, Powers of Attorneys, the said Assignment and Assumption Agreement, and permissions under the Bombay Tenancy and Agricultural Lands Acts, 1948, the Maharashtra Land Revenue Code, 1966 the Maharashtra Land (Ceiling and Regulations) Act 1976, the Builder / Promoter have been handed over and are in formal and vacant possession of the said property more particularly described in the SCHEDULE and the Builder / Promoter have the right to deal with, develop and dispose of the same and /or to sell the residential flat therein to be constructed thereon in their sole discretion and in the manner they deem fit and proper.
- M. The Purchaser has approached the Builder/Promoter and applied for allotment of the Residential Flat in claremont
- N. Relying upon the said application and the declarations made by the Purchaser, the Builder/Promoter have agreed to sell to the Purchaser and the Purchaser had have



दस्तावेज क्रमांक	७३३/२००८
दिनांक	१६/०४/२००८

97

agreed to purchase a residential flat at the price and on the terms and conditions hereinafter appearing.

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

1. Definition and Interpretation

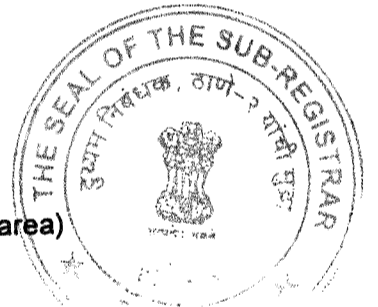
(A) "Agreement" means this Agreement together with Schedules and Annexures hereto and any other deed and document executed in pursuance hereof.

(B) "Buildings" shall mean "WESTGATE A", "WESTGATE B", "WESTGATE C", "FAIRFIELD A", "FAIRFIELD B", "FAIRFIELD C", "CLAREMONT A", "CLAREMONT B", "CLAREMONT C", and any other building/s to be constructed on the Property.

(C) "Building:" shall mean Claremont

(D) "Residential Flat" means a Residential Flat in the Building as per details given below :

- (i) Residential Flat No. : 2001
(ii) Floor : 20th
(iii) Building : Claremont - A
(iv) Area : 1144 sq. ft. (Carpet area)
(v) Car Parking Space : 2



(E) "Property or"the said Property" means the property admeasuring approximately 73,750 sq. mts equivalent to i.e. 88,205 sq. yds, or thereabouts together with building/structures standing thereon situated, lying and being at Village Majiwade, Taluka & District Thane and more particularly described in the SCHEDULE hereunder written.

2.

RULES OF INTERPRETATION

In this Agreement where the context admits:

2.1. All references in this Agreement to statutory provisions shall be construed as meaning

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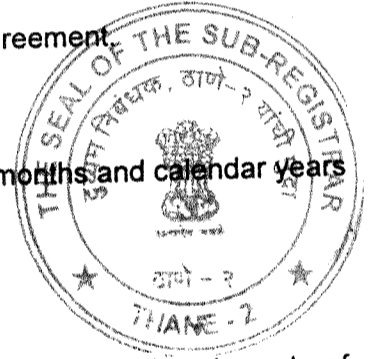
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98

and including references to:

- a) Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- b) All statutory instruments or orders made pursuant to a statutory provision; and
- c) Any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.

- 2.2 Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.3 Headings to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and shall be ignored in construing the same.
- 2.4 References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.
- 2.5 Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- 2.6 Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- 2.7 The words "include" and "including" are to be construed without limitation.
- 2.8 Any references to the masculine, the feminine and the neuter shall include each other.
- 2.9 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the



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event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day;

2.10 The Builder/Promoter and the Purchaser are referred to herein individually as a "Party" and collectively as the "Parties"

3. The recitals above shall form part and parcel of this Agreement.

1. By virtue of the said Development Agreements and the Assignment and Assumption Agreements, the Builder/Promoter alone has the sole and exclusive right to develop the said Property and also, to sell the residential flat in the buildings to be constructed by the Builder/Promoter on the Said Property and to enter into agreements with the prospective Purchasers of the residential flats and to receive the sale proceeds in respect thereof.

2. The Builder/Promoter shall, subject to the terms hereof, develop and construct the Buildings on the said Property in accordance with the plans, designs, specifications approved by the concerned local authority. The Purchaser has seen and approved the said plans, specifications and design in respect of the Buildings and the Residential Flat.

3. The Purchaser hereby declares and confirms that before execution of this Agreement, the Builder/Promoter have made full and complete disclosure of the said property and the Purchaser has taken full, free & complete inspection of particulars and disclosure of the following:-

- Nature of Builder/Promoter and the Owners title to the said Property and all encumbrances, if any, thereto, along with all the relevant documents.
- All plans and specifications duly approved and sanctioned by the Thane Municipal Corporation of the City of Thane (TMC).
- Nature and particulars of fixtures, fittings and amenities to be provided in the building to be constructed of the said Property.
- All particulars of design and materials to be used in construction of the building on the said Property.



दस्तावेज संख्या	2
दस्तावेज क्रमांक	10009/2008
दिनांक	10/09/2008

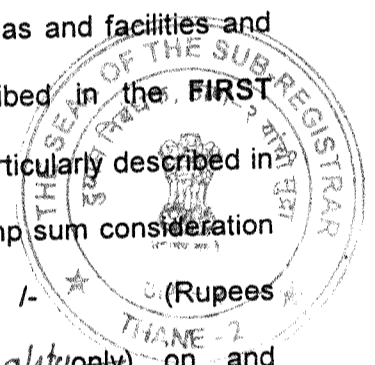
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100

e) The nature of organization of persons to be constituted and to which the title is to be passed being either a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960, or a Private Limited Company to be governed by the provisions of the Companies Act, 1956 and /or an Apartment Owner's Association to be governed by the Maharashtra Apartments Ownership Act, 1970, or any other organizations the various amounts that are to be paid interalia towards the development charges, betterment charges, application charges, ground rent, revenue assessment, municipal and other taxes and water and electricity charges, including water deposit and electricity deposits as are for the time being in force.

4. The Purchaser hereby agrees to purchase from the Builder/Promoter and the Builder/Promoter hereby agree/s to sell to the Purchaser the Residential Flat and incidental thereto the exclusive right to use car parking space/s bearing Number P2-C5-09, P2-C5-10 together with the right to use, along with the Purchasers of all building/s to be developed on the said property, the common areas and facilities and limited common areas and facilities more specifically described in the **FIRST SCHEDULE** hereunder written and **LIST OF AMENITIES** more particularly described in the **SECOND SCHEDULE** hereunder written for an aggregate lump sum consideration of Rs. 92,60,388/- **(Rupees Ninety Two Lacs Sixty Thousand Three Hundred Eighty only)** on and subject to terms and conditions hereinafter mentioned. The said consideration is exclusive of any levies or taxes as are or may be applicable and/or payable now or in future hereunder or in respect of the said Residential Flat. The Parties confirms and agree that all such taxes and levies shall be solely borne and paid by the Purchaser.



The said total consideration Rs. 92,60,388/- **(Rupees Ninety Two Lacs Sixty Thousand Three Hundred Eighty only)** shall be paid in दस्तावेज क्रमांक 6077/2008 **Eighty Eight only/-** र/के

a) On Booking

Rs. 54,000/-

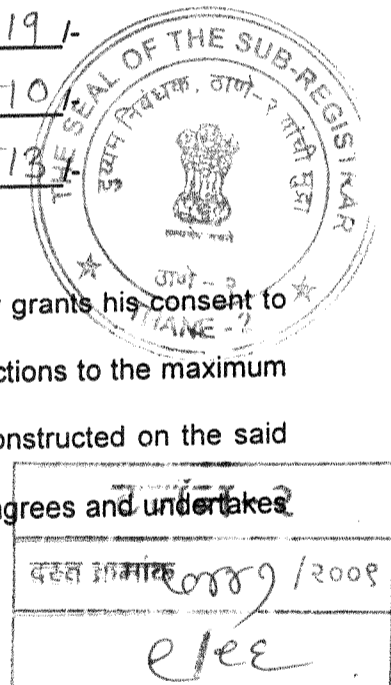
b) Within 15 days

Rs. 17,68,817/-

101

c) Within 30 Days From Booking Date	Rs. <u>13,98,319</u> /-
d) On initiation of the Footing	Rs. <u> </u> /-
e) On initiation of Plinth	Rs. <u> </u> /-
f) On initiation of 1 st Slab	Rs. <u>6,94,529</u> /-
g) On initiation of 4 th Slab	Rs. <u>6,94,529</u> /-
h) On initiation of 7 th Slab	Rs. <u>4,63,019</u> /-
i) On initiation of 10 th Slab	Rs. <u>4,63,019</u> /-
j) On initiation of 13 th Slab	Rs. <u>4,63,019</u> /-
k) On initiation of 16 th Slab	Rs. <u>4,63,019</u> /-
l) On initiation of 19 th Slab	Rs. <u>4,63,019</u> /-
m) On initiation of 22 nd Slab	Rs. <u>4,63,019</u> /-
n) On initiation of 24 th Slab	Rs. <u>4,63,019</u> /-
o) On initiation of 27 th Slab	Rs. <u>4,63,019</u> /-
p) On initiation of Brickwork	Rs. <u>4,63,019</u> /-
q) On initiation of Plaster	Rs. <u>2,31,510</u> /-
r) On Possession	Rs. <u>2,31,510</u> /-

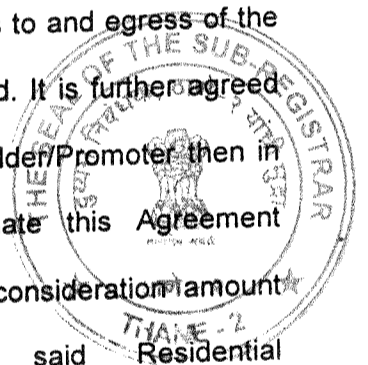
5. The Builder/Promoter reserves to itself and the Purchaser hereby grants his consent to the Builder/Promoter the right to lay out further additional constructions to the maximum level/extent permissible by vertical extensions of the buildings constructed on the said property as also construction of additional buildings thereon and agrees and undertakes not to raise any objections / claims in this regard.



6. The Builder/Promoter shall subject to the terms hereof, construct said building/s in accordance with the plans and design and specification approved by the concerned local authority and observe perform and comply with all the terms and conditions stipulations and restrictions imposed by the concerned local authority while sanctioning plans in the matter of construction of the additional floors over and above existing building/s.

102

7. The Builder/Promoter shall be at liberty and is entitled to complete any portion/floor/wing/part of the Building and apply for and obtain Part Occupation Certificate therefor. When offered, the Parties shall without any demur, objection or claim take possession of the Residential Flat on the basis of such Occupation Certificate. The Builder/Promoter shall without any hindrance or objection by the Purchaser, be entitled to carry out by itself or through its Contractors or otherwise the remaining work in respect of the Building even if the same cause any nuisance and annoyance to Purchaser.
8. The Purchaser is aware that the Builder/Promoter is constructing Buildings on the said Property and may construct further upper floors on the said Buildings by using the available and/or acquired FSI. The Purchaser hereby accords his irrevocable consent to the Builder/ Promoter to the construction of the Buildings on the said property and/or the upper floors on the Buildings. The Purchaser has no objection and undertakes not to raise any objection to the construction of the Buildings and/or the upper floors thereon. The Builder/ Promoter shall, however, ensure that the free ingress to and egress of the Purchaser from the said Residential Flat is not adversely affected. It is further agreed that in the event of the Purchaser disputing the rights of the Builder/Promoter then in such case the Builder/Promoter shall have right to terminate this Agreement notwithstanding the fact that the Purchaser has paid the full consideration amount and/or has been put into possession of the said Residential Flat. The Builder/Promoter shall incorporate requisite covenants in the Deed of Conveyance if any, executed in favour of the Society of Flat Purchaser/s reserving their rights in the said property for the aforesaid purpose and the Purchaser hereby accords his consent for the same.
9. The Builder/Promoter, if permitted by the appropriate authorities reserve the rights to transfer the construction permissible on the said Property or transfer to the said Property construction permissible on any other land and lay out such construction accordingly at any time. The Purchaser hereby accords his/her/their irrevocable consent to the same and undertakes not to raise any objection to such construction by Builder/Promoter.

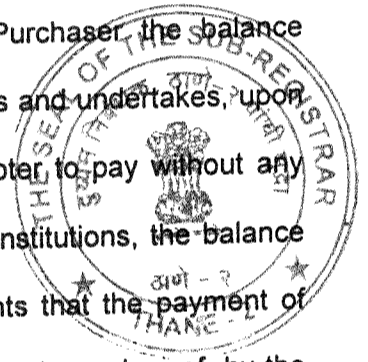


दस्तावेज क्रमांक	1009/2008
दिनांक	9/10/08

103

10. The Purchaser consents that the Builder/Promoter shall retain with itself all the hoarding rights to display hoarding on the terrace, in the compound and on the said building either by themselves or through their nominee or nominees as the case may be. The Builder/Promoter shall be at absolute liberty to allot the said right to such person/s in the manner as they may deem fit and proper. Unless specifically provided herein or by a separate Agreement, Deed and or writing in favour of the Purchaser, the Purchaser shall not be entitled to the benefit of such rights. The Purchaser does not have any objection and agrees and undertakes not to object or claim any right or interest in respect of the Builder/Promoter to the restricted amenities and/or their authority to use and/or dispose of the same in the manner the Builder/Promoter may deem fit and proper.

11. The Purchaser gives his irrevocable consent to the Builder / Promoter to securitize the amounts receivable by the Builder / Promoter hereunder and to assign to the Banks / Financial Institutions the right to directly receive from the Purchaser the balance consideration / or part thereof hereunder. The Purchaser agrees and undertakes, upon receipt of any such intimation in writing by the Builder / Promoter to pay without any delay, demur, deduction or objection to such Bank / Financial Institutions, the balance consideration or part thereof. The Builder / Promoter covenants that the payment of such balance consideration or part thereof in accordance with the terms hereof, by the Purchaser to the Bank / Financial Institutions, shall be a valid payment of consideration or part thereof and discharge of his obligations hereunder.

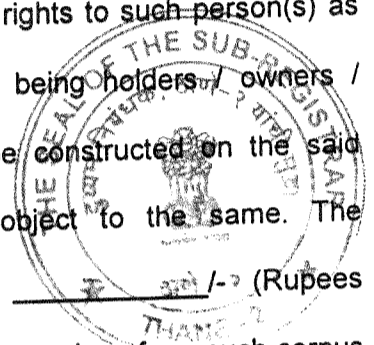


दस्तावेज क्रमांक	११११/२००९
	११/११

12. On making full payment of all amounts due under this Agreement, the Purchaser, or any other person who is for the time being owner of the Residential Flat, will be entitled to use the facilities of 'CLUB Claremont', which is proposed to be constructed on part of the entire property. The Purchaser shall be entitled to nominate a maximum of 6 (six) individuals (all of whom are the direct family members of and staying with the principal occupant in the said Residential Flat). The Purchaser shall pay club membership fees of Rs. 750 per month for 24 months or at such other rate as may be fixed by the CLUB Claremont in that regard. The membership will be subject to the terms and conditions,

109

as may be framed from time to time by the operator(s) of CLUB Chasement. The right to use the facilities at the club shall be personal to the persons who are for the time being owners of the Residential Flat and are staying in the Residential Flat of the said Building and shall not be transferable in any manner to any third person or party whatsoever. In the event that the Residential Flat in the said building is sold by the Purchaser then and in that event the Purchaser's right to utilize and/or avail the said facilities and the membership of the said CLUB Chasement shall be transferred and / or deemed to have been transferred to such Purchaser the Residential Flat. It is however, clarified that that the Builder/Promoter shall be entitled to grant membership rights to such person(s) as they may deem fit and proper, subject to such persons being holders / owners / occupants of residential flats in the said building(s) to be constructed on the said property and the Purchaser shall not be entitled to object to the same. The Builder/Promoter will provide a corpus fund of Rs. _____ (Rupees _____ Only) to CLUB Chasement and the interest and earnings from such corpus would be utilized by the Club to provide facilities to the Members. The Purchaser shall be obliged to pay the charges, if any, levied by the operator of the Club for the service(s) availed of by the Purchaser.



13. The Builder/Promoter hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Residential Flat to the Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the said residential flat.
14. The Purchaser has entered into this Agreement with the notice of the terms and conditions of the said hereinabove recited Agreements in respect of the said property between the Owners and the Builder/Promoter and subject to the terms and conditions that may be imposed by the Thane Municipal Corporation of the City of Thane (TMC) and other authorities concerned and also subject to the Builder/Promoter right to make

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दस्त क्रमांक ७२/२००९
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105

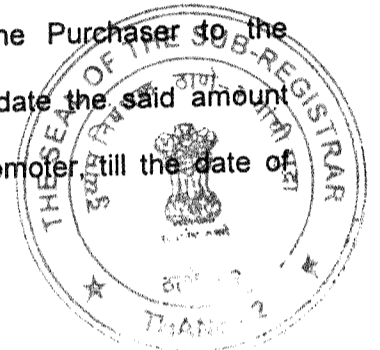
the necessary amendments, modifications and/or changes in the building plans or the materials and other specifications.

15. The Builder/Promoter hereby agrees that they shall, before handing over possession of the Residential Flat to the Purchaser and in any event before execution of a Deed of Conveyance in favour of a corporate body to be formed by the Purchasers of Residential Flats in the Buildings, make full and true disclosure of the nature of their title to the Said Property as well as encumbrances, if any.

16. The Purchaser agrees to pay to the Builder/Promoter interest at 18 percent per annum on all the amounts, which become due and payable by the Purchaser to the Builder/Promoter under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Builder/Promoter till the date of realization of such payment.

17. All taxes whether applicable/payable now or in future including Service Tax / VAT shall be to the account of and borne and paid by the Purchaser alone.

18. On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Builder/Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Builder/Promoter may at its own option and without prejudice to the other rights and remedies available including to such damages and losses, require Purchaser to specifically perform this Agreement or terminate this Agreement. In the event of such termination, the Purchaser shall have no right of any nature whatsoever either against the said Residential Flat or against the Builder/Promoter. Provided always that the Power of termination herein before contained shall not be exercised by the Builder/Promoter unless and until the Builder/Promoter shall have given to the Purchaser (15) fifteen days prior notice in writing of its intention to

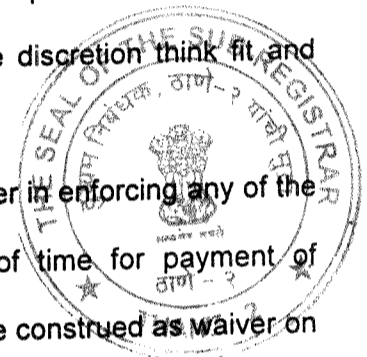


दर्शन-२
दस्ता क्रमांक १००१/२००८
१३/१२

106

terminate this Agreement and of the breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a period of 15 days after the giving of such notice. Provided further that upon termination of this Agreement as aforesaid, the Builder/Promoter shall refund to the Purchaser in 12 equal monthly installments commencing from the expiry of such termination, the installments of sale price of the Residential Flat, which may till then have been paid by the Purchaser to the Builder/Promoter after deducting therefrom 10% of the total price payable hereunder. The Builder/Promoter shall not be liable to pay to the Purchaser any interest on the amount so refunded. Upon termination of this Agreement, the Builder/Promoter, shall be at liberty to dispose of and sell the said Residential Flat to such person in the manner and at such price as the Builder/Promoter may in its absolute discretion think fit and proper.

19. Any delay tolerated or indulgence shown by the Builder/Promoter in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of installment to the Purchaser by the Builder/Promoter shall not be construed as waiver on the part of the Builder/Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor the same shall in any manner prejudice or affect the rights of the Builder/Promoter.



दस्तावेज क्रमांक	१०६/२००९
दिनांक	१०/११

20. All costs, charges, taxes, duties and expenses including stamp duty and registration charges of this Agreement shall be borne and paid by the Purchaser. The Purchaser is fully aware of the provisions of the Bombay Stamp Act 1958, as amended as on date. If any stamp duty over and above the stamp duty already paid on this Agreement is required to be paid or is claimed by the Superintendent of Stamps, Mumbai or concerned authority, the same shall be borne and paid by the Purchaser alone including the penalty if any levied. The Builder/Promoter shall not be liable to contribute anything towards the same nor shall the Purchaser hold the Builder/Promoter liable and/or responsible towards the said stamp duty and/or penalty. The Purchaser shall indemnify the Builder/Promoter against any claim demands, actions or proceedings that may be

107

made or initiated or instituted by the Stamp authorities or other concerned authorities in respect of the non-payment of adequate stamp duty to the extent of the loss or damage that may be suffered by the Builder/Promoter. The Purchaser shall also fully reimburse the expenses that may be required to be incurred by the Builder/Promoter in consequence upon any legal proceedings that may be initiated or instituted by the authorities concerned against the Builder/Promoter for non-payment and/or payment of stamp duty by the Purchaser.

21. The Purchaser shall immediately after execution of this Agreement lodge at his own costs the same for the registration with the Sub-Registrar of Assurances and shall forthwith inform the Builder/Promoter the serial number under which the same is lodged so as to enable the representative of the Builder/Promoter to attend the office and admit execution thereof.

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दिनांक	20/08/2009

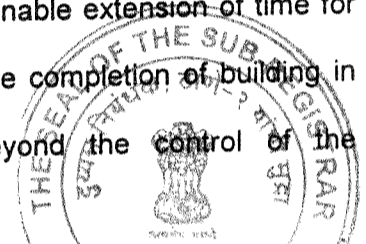
22. Subject to the Purchaser being in breach of any of the terms hereof, the Builder/Promoter shall endeavor to give possession of the said Residential Flat to the Purchaser on or before Jan 20 11. The Builder/Promoter shall be entitled to a grace period of 6 months if he fails or neglects to give possession of the said Residential Flat to the Purchaser on or before the date aforesaid on account of reasons beyond its control. In the event, the Builder/Promoter fails to handover the possession of the Residential Flat to the Purchaser beyond the said grace period of 6 months then in that event Builder/Promoter shall, on demand, be liable to refund to the Purchaser compensation calculated at the rate of 12 per cent per annum on the amounts paid by the Purchaser from the date of expiry of such grace period of 6 months, till the possession, of the Residential Flat. Alternatively, on the expiry of the said grace period of 6 months, the Purchaser may by giving notice in writing to the Builder/Promoter elect to terminate this Agreement and in such event, the Builder/Promoter shall on demand be liable to refund to the Purchaser the amounts already received by the Builder/Promoter in respect of the said Residential Flat with simple interest at 12 percent per annum from the date the Builder/Promoter received such amount till the date of refund. In the event




108

of such termination neither Party shall have any other claim, against the other, in respect of the said Residential Flat or arising out of this Agreement and the Builder/Promoter shall be at liberty to sell and dispose of the Residential Flat to any other person at such price and upon such terms and conditions as the Builder/Promoter may deem fit. If as a result of any legislative order or regulation or direction of the Government or Public authorities, the Builder/Promoter are unable to complete the aforesaid building and/or give possession of the said Residential Flat to the Purchaser, the only responsibility and liability of the Builder/Promoter will be to pay over to the Purchaser such amount attributable to the said Residential Flat that may have been received by the Builder/Promoter without any interest within such time and in such manner as may be decided by the Builder/Promoter. Save as aforesaid neither party shall have any right or claim against the other under or in relation to this Agreement or otherwise however. Provided that the Builder/Promoter shall be entitled to reasonable extension of time for giving delivery of residential flat on the aforesaid date, if the completion of building in which the Residential Flat is delayed for reasons beyond the control of the Builder/Promoter including on account of:

- (i) Non-availability of steel, cement, other building material, water or electric supply.
- (ii) War, civil commotion or act of God
- (iii) Any notice, order, rule, notification of the Government and/or other public or competent authority or for any reason beyond the control of the Builders/Promoter.



टर्न-२
दस्त क्रम १००९ / २००९
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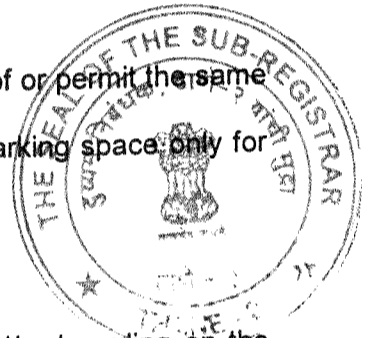
23. The Purchaser shall take possession of the Residential Flat within seven days of the Builder/Promoter giving written notice to the Purchaser intimating that the said Residential Flat are ready for use and occupation. In the event the Purchaser fails and /or neglects to take possession within the said period, the Purchaser be liable to pay to the Builder/Promoter compensation calculated at the rate of Rs. 25 per sq. ft of the built up area per month or pay thereof till such time the Purchaser takes possession of the Residential Flat and notwithstanding to aforesaid, it shall be deemed that the Purchaser has taken possession from the date of the said written notice and this date shall be

169

deemed to be the "Date of Possession" and all the obligations of the Purchaser related to the said Residential Flat shall be deemed to be effective from the date of such Deemed Possession. The Purchaser shall alone be responsible/liable in respect any loss or damage that may be caused to the said Residential Flat from the expiry of 7 days from the Notice of Possession. Provided that if within a period of Three year from the date of handing over the Residential Flat or Occupation Certificate whichever is earlier to the Purchaser, the Purchaser brings to the notice of the Builder/Promoter any defect in the Residential Flat is situated or the material used thereon (wear and tear and misuse excluded) wherever possible such defects shall be rectified by the Builder/Promoter at their own cost and in the case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Builder/Promoter reasonable compensation for removing such defect.

24. The Purchaser shall use the said Residential Flat or any part thereof or permit the same to be used for purpose of residence and shall use the garage or parking space only for purpose of for keeping or parking the Purchaser's own vehicle.

25. The Builders/Promoters shall also be entitled to display board and/or hoarding on the parapet walls of the said property or any part thereof even if the said property is conveyed in favour of Co-operative Society or a Limited Company or a Condominium of the Flat Purchasers under Maharashtra Apartments Ownership Act, 1970 or the Unit Purchasers or Association of Persons or body corporate as the case may be.



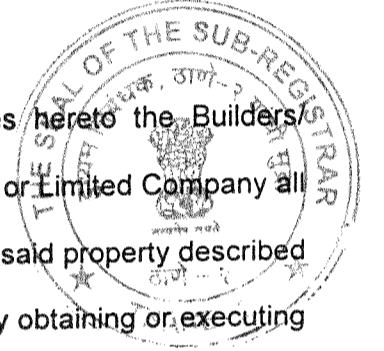
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વસ્તુ ક્રમાંક ૯૦૭/૨૦૦૯
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26. The Purchaser along with other Purchasers of Residential Flats in the Buildings shall join in forming and registering the Society or a Limited Company or a Condominium of the Flat Purchasers under Maharashtra Apartments Ownership Act, 1970 to be known by such name as the Purchaser may decide for this purpose and from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a members, including the bye-laws of the proposed society

116

and duly fill in, sign and return to the Builder/Promoter within 7 days of the same being forwarded by the Builder/Promoter to the Purchaser, so as to enable Builder/Promoter to register the organization of the Flat Purchasers so as to enable Builder/Promoter to register the organization of the Flat Purchasers under section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and Transfer) Rules, 1964. No objection shall be taken by the 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.

27. Unless it is otherwise agreed to by and between the Parties hereto the Builders/Promoters shall, aforesaid cause to be transferred to the Society or Limited Company all the right, title and interest of the Owners /Builder/Promoter of the said property described in the **SCHEDULE** hereunder written together with the building by obtaining or executing the necessary Deed of Conveyance in favour of such Society or Limited Company, as the case may be and such Deed of Conveyance shall be in keeping with the terms and provisions of this Agreement.



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१६/१२

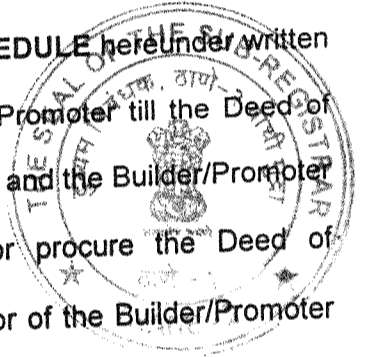
28. The Builder/Promoter hereby declare that:-

- i. The Building shall be constructed in accordance with the plans and specifications approved and sanctioned by the Thane Municipal Corporation of City of Thane (TMC) and all other concerned authorities;
- ii. The Builder/Promoter shall form a Co-operative Housing Society under the provisions of the Maharashtra Co-operative Societies Act, comprising of all the Flat Purchasers or a Private Limited Company governed by the provisions of the Companies Act, 1956 or Condominium of Apartment Owners to be governed by the provisions of the Maharashtra Apartments Ownership Act, 1970;
- iii. That the Builder/Promoter shall retain with itself the right over First Podium level, Second Podium level which is basement and Stilt podium top one level Garden

111

Apartment with swimming pool and club house in the building and this right of the Builder/Promoter shall be so provided in the Deed of Transfer / Conveyance / Declaration under section 2 of the Maharashtra Apartments Ownership Act, 1970.

- iv. The Residential Flat is intended and shall be used for residential purpose only and the Purchaser undertakes that the said Residential Flat shall not be used by the Purchaser for any other purposes whatsoever.
29. It is clarified and the Purchaser agrees and understand that irrespective of the possession of the Residential Flat being given to the Purchaser and / or the Management being given to the ad-hoc committee of the Flat Purchasers the rights under this clause and / or under this Agreement reserved for the Builder/Promoter for exploiting the potentiality of the property described in the SCHEDULE hereunder written shall be subsisting and shall continue to vest in the Builder/Promoter till the Deed of Conveyance is executed in favour of the Ultimate Organization and the Builder/Promoter shall be entitled to execute the Deed of Conveyance or procure the Deed of Conveyance reserving such rights in the said property in favor of the Builder/Promoter subject to the terms setout herein. The Deed of Conveyance shall be executed on completion of the project provided all the residential flats are sold and full payments are received by the Builder/Promoter.
30. Commencing a week after notice in writing is given by the Builder/Promoter to the Purchaser that the residential flat is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Residential Flats) of outgoings in respect of the said property and Building namely local taxes, betterment charges, development charges or such other review by the concerned local authority and / or Government water charges, insurance, common electricity charges, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said



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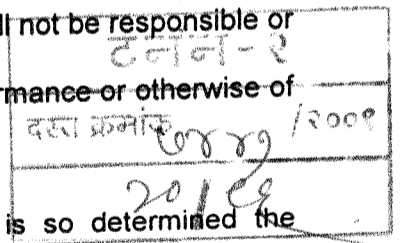
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property and Building, formation of the Society / Limited Company is formed and the said property and Building are transferred to it, the Purchaser shall pay to the Builder/Promoter such proportionate share of outgoings as may be determined.

31. The Purchaser is aware that the Builder/Promoter shall appoint a Facility Management Company (FMC) to manage the said property, the Buildings thereon and the facilities/amenities and/or provide services within the said property. All costs, charges and expenses there may be claimed by the FMC shall be to the account of and borne by the Purchaser. These costs shall be shared by the Flat Purchaser/s on prorate basis determined by the Builder/Promoter and/or FMC. The Purchaser agrees to be bound by the rules and regulations that may be framed by the FMC. The FMC has the exclusive right to manage the said property for a period of _____ years (FMC Term) which will commence from the date of completion of the Buildings. The FMC Term shall not be extended or continued unless and until it is mutually agreed between the Society and FMC.

32. The Builder/Promoter is also providing Home Automation and Electrical System as mentioned in the List of Amenities. The Purchaser is aware the Builder/Promoter is not the manufacturer of these systems of appliances. The Builder/Promoter ~~does~~ not warrant or guarantee the use, performance or otherwise of these systems/appliances. The Parties hereto agree that the Builder/Promoter is not and shall not be responsible or liable in connection with any defect or the performance/non performance or otherwise of these systems/appliances.

33. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Builder/Promoter provisional monthly contribution of the Rs. 4.75 paisa (Rupees Four Seventy Five paisa Only) per sq. ft carpet area per month towards the outgoings. The amounts so paid by the Purchaser to the Builder/Promoter shall not carry any interest and remain with the Builder/Promoter until a Conveyance / Assignment of Lease is executed in favour of the Society or a Limited Company as aforesaid. Subject to the provisions of section 6 of the said Act, on such Conveyance /



113

Assignment of Lease being execute, the aforesaid deposits (less deductions provided for this Agreement) shall be paid over by the Builder/Promoter to the Society or the Limited Company as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. All the deposits payable to the Thane Municipal Corporation of City of Thane (TMC) or the B.E.S.T., for water connection and electricity charges, gas connection, I.O.D. deposit, Layout deposit or permanent deposits and the deposits payable for the amenities to be provided such as Internet connection, telephone connection or any other amenity specified at a later date in respect of the said Residential Flat which become payable and shall be paid or reimbursed to the Builder/Promoter by the Purchaser. The Purchaser shall also pay proportionate share towards development charges, betterment charges and property tax.

34. The Purchaser shall on or before delivery of possession of the said Residential Flat pay to the Builder/Promoter the following amounts:

तलना-२
दस्त क्रमांक २९९९ / २००९
२९/१०/०९

SOCIETY CHARGES:-

- Rs. 350/- (Rupees Three Hundred and Fifty only) towards share application money and application entrance fee of the Society or Limited Company.
- Rs. 1,30,416 /- Rupees One Lac Thirty Thousand Four Hundred Sixteen only) towards provisional outgoings of Municipal taxes, Water Bills, Common Electric Bills, maintenance charges and other society expenses (calculated at Rs. 4.75 /- (Rupees Four and Seventy Five Paise Only /- Paise) per sq. ft carpet area per month for 24 months only from the date of Possession and subject to revision thereafter, as per the market conditions.
- Rs. 25,000/- (Rupees Twenty Five Thousand Only) being the expenses for formation and registration of the society or Limited Company.




17

टनन-२
दस्त क्रमांक <u> </u> /200९
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OTHER CHARGES:-

- (i) Rs. 25,000/- (Rupees Twenty Five Thousand Only) towards legal charges.
- (ii) Rs. 50,000/- (Rupees Fifty Thousand only) towards electric connection, water connection, transformer, cable, laying, pipe laying and other related charges.
- (iii) Rs. /- (Rupees only) @ Rs. 306/- (Rupees Three Hundred and Six Only) per sq. ft carpet area towards Infrastructure Charges.
Rs. 18,000/- (Rupees Eighteen Thousand only) (g)
- (iv) Rs. 750/- (Rupees Seven Hundred and Fifty Only) per month for 24 months towards Club Membership Fees of CLUB

35. It is further agreed by and between the Parties hereto that the Builder/Promoter shall on payment of the total consideration and other amounts or subject to the possession hereof put the Purchaser into vacant and peaceful possession of the said Residential Flat. It is further clarified that the Purchaser along with other flat Purchasers may be put into possession and at that point of time the Builder/Promoter may not have sold or entered into any Agreement/s with Purchaser/s of other Residential Flats and the said other Residential Flats in the said Building may be vacant and unsold. It is agreed by the Purchaser that neither the Purchaser nor anybody claiming by or through Purchaser nor the Society shall claim any payment of taxes, / outgoing in respect of such vacant Residential Flat, which are unsold and the possession thereof is with the Builder/Promoter.

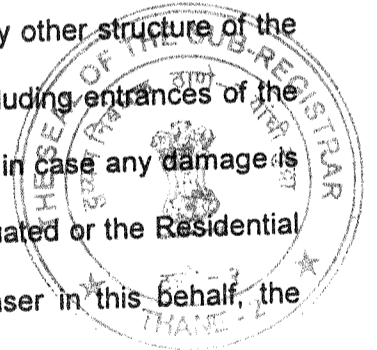
36. Notwithstanding anything stated herein above, the Builder/Promoter shall also be entitled if required to submit the said property under the provisions of the Maharashtra Apartment Ownership Flats Act, 1970, and in such an event, the Purchaser shall at his costs, charges and expenses be entitled to execution of a Deed of Apartment and/or Conveyance and in such an event, the Builder/Promoter shall cause the said Owners to execute such relevant documents for effectuating a proper transfer of the said Residential Flat and undivided share, right, title and interest in the common areas the amenities in favour of the respective Purchasers of their respective Units.

115

टर्न-२
दस्त क्रमांक १११ / २००९
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37. The Purchaser for himself with intention to bring all persons into whosoever hands the Residential Flat may come, doth hereby covenant with the Builder/Promoter as follows;

- i. To maintain the Residential Flat at its own cost in good tenantable repair and proper condition from the date of possession of the said Residential Flat is taken and shall not do or suffer to be done anything in or to the Building in which the Residential Flat is situated, or to the staircase or any passages in which Residential Flat may be situated against the rules, regulations or bye-laws or concerned local or any other authority or charge / alter or make addition in or to the Building in which the Residential Flat is situated and the Residential Flat itself or any part thereof.
- ii. Not to store in the Residential Flat any goods which are of hazardous, combustible or of dangerous nature so as to damage the construction or structure of the Building in which the Residential Flat is situated or storing of such goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Building in which the said Residential Flat is situated, including entrances of the Building in which the said Residential Flat is situated and in case any damage is caused to the Building in which the Residential Flat is situated or the Residential Flat on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the Breach.
- iii. To carry at his own cost all internal repairs to the said Residential Flat and maintain the Residential Flat in the same conditions state and order in which it was delivered by the Builder/Promoter to the Purchaser and shall not do or suffer to be done anything in or to the Building in which the Residential Flat is situated or the Residential Flat which may be given as per the rules, regulations and bye-laws of he concerned local authority or other public authority. And in the event of



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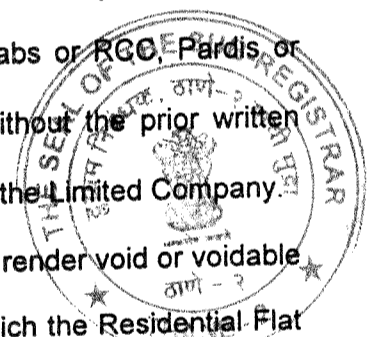
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दस्तावेज-२
दस्तावेज क्रमांक: ६४४९/२००९
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the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.

- iv. Not to change or alter wooden window and M.S. Grill provided by Builder/Promoter.
- v. Not to demolish or cause to be demolished the Residential Flat or any part thereof, nor at any time make or cause to be made any structural addition or alteration of whatever nature in or to the said Residential Flat or any part thereof, nor any alteration in the elevation and outside color scheme of the Building in which the Residential Flat is situated and shall keep the portion, sewers, drains pipes in the Residential Flat and appurtenances thereto in good tenable repair and condition, and in particular so as to support shelter and protect the other parts of the Building in which the Residential flat is situated and shall not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Residential Flat without the prior written permission of the Builder/Promoter and / or the Society or the Limited Company.
- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the Building in which the Residential Flat is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Residential Flat in the compound or any portion of the said property and the Building in which the Residential Flat is situated.
- viii. Not to put any wire, pipe, grill, plant, outside the said Residential Flat and not to dry any clothes and not to put any articles outside the Residential Flat or the windows of the Residential Flat.



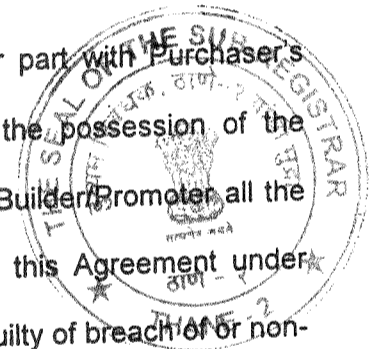
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टनन-२
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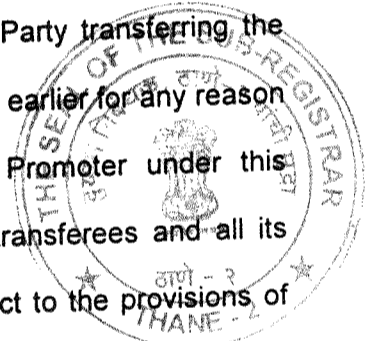
- ix. Not to put any claim in respect of the restricted amenities including open car parking space, open space, stilt parking, hoarding or terraces and the same are retained by the Builder/Promoter as restricted amenities.
- x. Pay to the Builder/Promoter within 7 days of demand by the Builder/Promoter, his share of security deposit demanded by concerned local authority or government or giving water, electricity or any other service connection to the Building in which the Residential Flat is situated.
- xi. To clear and pay increase in local taxes, development charges, water charges, insurance and such other taxes, fees, levies, if any, which are imposed by the concerned local authority and / or government and / or other public authority, an account of change of user of the said Residential Flat by the Purchaser viz. user for any purposes other than for Residential or otherwise.
- xii. The Purchaser shall not let, sub-let, transfer, assign or part with Purchaser's interest or benefit under this Agreement or part with the possession of the Residential Flat until (a) The Purchaser has paid to the Builder/Promoter all the amounts including transfer fee due and payable under this Agreement under various provisions and (2) The Purchaser has not been guilty of breach of or non-observance or non-performance of any of the terms and conditions of this Agreement and (3) Obtained a written No objection or consent of the Builder/Promoter till the reasonable extension of time of 6 months grace period beyond the committed dated of possession and/or Deed of Conveyance in favour of the Society or the Limited Company whichever is earlier .
- xiii. The Purchaser shall observe and perform all the rules and regulations or by-laws which the ultimate Transferee of the said property may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time for protection and maintenance of the said Building and the Residential Flat therein and for the observance and performance of the building rules,



टर्नाना-२
दस्त ब्रम्मांक 1118/2008
२४/११

regulation 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 stipulation and conditions laid down by the Society / Limited Company regarding the occupation and use of the said Residential Flat in the Building accordingly in accordance with the terms of this Agreement.

- xiv. Until a Deed of Conveyance in favour of the Ultimate Organization is executed and the entire project is declared by the Builder / Promoter as completed the Purchaser shall permit the Builder/Promoter and their surveyors and gents, with or without workmen and others, at all reasonable times to enter into and upon the said Residential flat and Buildings or any part thereof to view and examine the state and condition thereof.
38. Subject to the terms hereof the Said Property shall be transferred by the Builder/Promoter by causing the said owners to execute a Deed of Conveyance and in such document the Builder/Promoter shall join as a Confirming Party transferring the Building. In the event of the transfer of the property being effected earlier for any reason whatsoever, then in such case, all the rights of the Builder / Promoter under this Agreement shall be in full force and binding upon the transferees and all its members and such transfer shall always be deemed to be subject to the provisions of this Agreement and the transferees shall not have any better right than the right intended to be granted under this Agreement.
39. The Builder/Promoter shall maintain a separate account in respect of sums received by the Builder/Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-op. Society or a Company or towards the out going, legal charges.
40. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the said Residential Flat or of the said property and



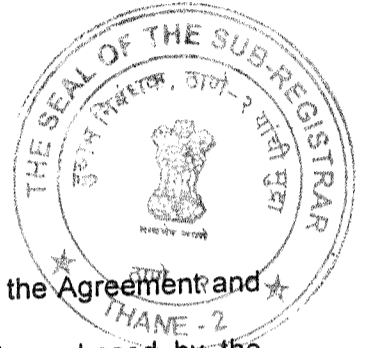
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Building or any part thereof. The Purchaser shall have no claim save and except in respect of the said Residential Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircase, terraces, recreation spaces etc., as set out herein.

41. All Notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by registered Post A.D. / Under Certification of Posting at his / her address specified below:

301, Prestige Chambers,
Opp P.F. No 2,
Thane (W)



42. The Purchaser hereby declares that He/She/Company has gone through the Agreement and all the documents related to the said property and the Residential Flat purchased by the Purchaser and has expressly understood the contents, terms and conditions of the aforesaid documents and all the disclosures made by the Builder/Promoter as aforesaid, after being fully satisfied the Purchaser has entered into this Agreement.

टर्नान-२
दस्त कर्नांक / २००९
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43. DISPUTE RESOLUTION AND GOVERNING LAW

- a) If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavour to resolve the same by mutual discussions and Agreement.
- b) If the dispute or difference cannot be resolved within a period of 7 days, from the notice by the aggrieved Party under sub clause (a) above, then the dispute shall be referred to Arbitration. Arbitration shall be conducted in Mumbai, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language. The Arbitration shall be conducted by a Sole Arbitrator who shall be as mutually agreed to by and between the Parties.

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120

c) The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The Award may include costs, including reasonable attorney fees and disbursements. Judgment upon the Award may be entered by the Courts in Mumbai.

d) This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.

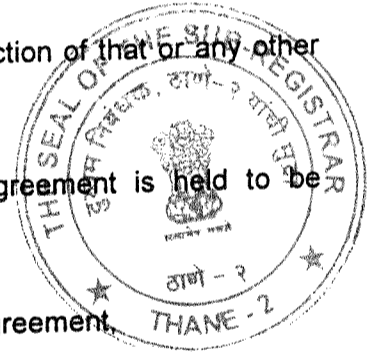
e) This Indenture shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

44. SEVERABILITY

a) If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provisions of this Agreement or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

b) In the event any one or more of the provisions of this Agreement is held to be unenforceable under applicable law:

- (i) Such enforceability shall not affect any other provision of this Agreement.
- (ii) This Agreement shall be construed as if said unenforceable provision had not been contained therein and
- (iii) The Parties shall negotiate in good faith to replace such unenforceable provision by such as gives effect nearest to that of the provision being replaced, and preserves the Party's commercial interests under this Agreement.



45. ENTIRE AGREEMENT

The Parties agree that the Agreement, schedules, annexures and exhibits and amendments thereto, constitute the entire understanding between the parties concerning the subject matter hereof. The terms and conditions of this Agreement shall supersede any prior oral or written

टर्नॉल-२
दस्त क्रमांक १००९/२००९
२५/१२

121

understanding between the parties with respect to the subject matter of the Agreement. This Agreement shall not be amended or modified except by a writing signed by both the Parties.

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

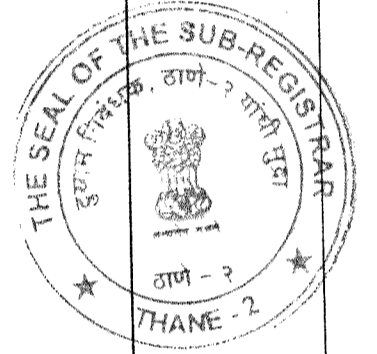
SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land admeasuring approximately 73,750 sq. mts equivalent to i.e. 88,205 sq. yds, or thereabouts together with building/structures standing thereon situated, lying and being at Village Majiwade, Taluka & District Thane is as below:-

Sr. No.	Name of the Landholders	Survey No.	Hissa No.	Area H. R.	Area in Sq.mtrs	Name of the Develo pers	Date of Developm ent Agreement	Date of Powers of Attorney
	A	B	C	D		E	F	G
1	1) Dhanaji Narayan Bhoir, 2) Vijay Dhanaji Bhoir, 3) Pralhad Dhanaji Bhoir, 4) Mahesh Dhanaji Bhoir, 5) Bhaskar Narayan Bhoir, 6) Manohar Bhaskar Bhoir, 7) Manjula Bhaskar Bhoir, 8) Nanda Harishchandra Veladayan, 9) Surekha Anil Veladayan, 10) Jaibai Laxman Bhoir, 11) Pundlik Laxman Bhoir, 12) Bhagwan Laxman Bhoir, 13) Tarabai Suresh Bhoir, 14) Vasanti Dayanand Hazare, 15) Nirmala Ashok Patil, 16) Dattatreya Gajanan Patil, 17) Nilkanth Gajanan Patil, 18) Naina Arun	28	3	0.15.7	1570	M/s. Lodha Estate Pvt. Ltd.	14.07.2005 Regd No.4600/05 dtd.14.07.2005 Deed of Confirmation on Dtd. 11.07.2005 with Regn.No. 4726/05 dtd. 14.07.2005	14.07.2005

टर्मन-२
दस्त क्रमांक 4726/2005
२/६६

	Mhatre, 19) Raibai Barku Patil, 20) Vimal Ramesh Fulare							
2.	1) Ramesh Narayan Bhoir, 2) Ganesh Ramesh Bhoir, 3) Chandrakant Narayan Bhoir, 4) Amol Chandrakant Bhoir, 5) Raghunath Narayan Bhoir, 6) Sachin Raghunath Bhoir, 7) Sadanand Narayan Bhoir, 8) Vaibhav Sadanand Bhoir, 9) Janardan Narayan Bhoir, 10) Prashant Janardan Bhoir, 11) Prakash Narayan Bhoir, 12) Jayesh Prakash Bhoir, 13) Sakhubai Gajanan Patil, 14) Indubai Kashinath Gaikar, 15) Gajanan Hendar Bhoir, 16) Prabhakar Gajanan Bhoir, 17) Jayshri Prabhakar Bhoir, 18) Bhanudas Gajanan Bhoir, 19) Geeta Bhanudas Bhoir, 20) Tarabai Narayan Patil, 21) Yamuna Yeshwant Patil, 22) Laxmi Shantaram Mhatre, 23) Rukmini Naresh Patil, 24) Gulab Dashrath Bhoir	28	5	0.21.5	2150	M/s. Shree Sainath Enterprises	13.12.2005 Not Regd.	13.12.2005
3.	1) Smt. Hirubai A. Bhoir, 2) Prakash A. Bhoir, 3) Sulochana H. Mhatre, 4) Sugandha S. Patil, 5) Meena A. Kharkar, 6) Suvarna V. Patil, 7) Smt. Indubai N. Madhvi, 8) Ramchandra D. Bhoir,	26 27 31	2 5 5	0.01.8 0.12.4 0.15.2	180 1240 1520	M/s. Lodha Estate Pvt. Ltd.	31.10.2005	31.10.2005

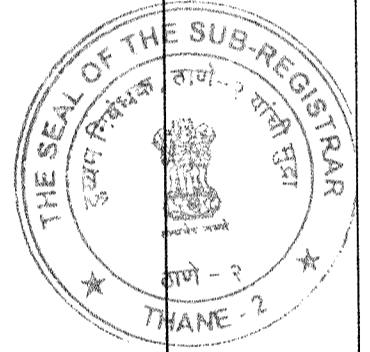


टर्नॉन-२
दस्त क्रमांक ०३१/२००९
30/१२

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123

	9) Sunil R. Bhoir, 10) Jagdish R. Bhoir, 11) Nita S. Patil, 12) Kavita M. Patil, 13) Sangita N. Raut, 14) Vandana P. Patil, 15) Namdeo D. Bhoir, 16) Vinod N. Bhoir, 17) Vijaya J. Vaity, 18) Sarika N. Rathod, 19) Yogita N. Bhoir, 20) Smt. Motibai K. Patil, 21) Smt Laxmi P. Mulundkar							
4.	1) Gopinath K. Patil, 2) Haresh K. Patil, 3) Kamlabai S. Raut, 4) House M. Patil, 5) Shewanta G. Patil, 6) Mahendra V. Patil, 7) Yogeshwar V. Patil, 8) Jagannath B. Patil, 9) Kallash J. Patil, 10) Krishna J. Patil, 11) Raju J. Patil, 12) Ananta B. Patil, 13) Bhalchandra A. Patil, 14) Manjula D. Thakur, 15) Vanita A. Shelke, 16) Surekha V. Patil, 17) Indrapal B. Patil, 18) Rohidas I. Patil, 19) Gurunath I. Patil, 20) Ranjana A. Kodalikar, 21) Chandrakala G. Bhoir, 22) Laxmi I. Patil, 23) Jaywant J. Gharat, 24) Rohini R. Patil	24 24 26 24	2 4 11 1	0.05.8 0.07.6 0.06.3 0.58.4	580 760 630 5840	Mr. Mangal Prabhat Lodha	25.07.2005 Regd No.1984/05 dtd.17.03.2005	17.03.2004

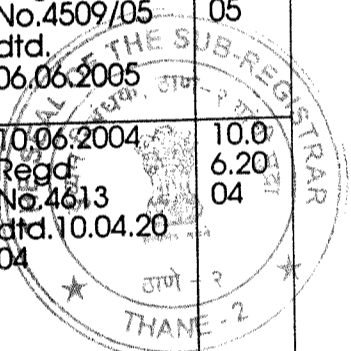


टर्नन-२
दस्ता कमांक १००९/२००८
३९/०९

5.	1) Balkrishna G. Mhatre, 2) Padmini B. Mhatre, 3) Nisha B. Mhatre, 4) Chetan B. Mhatre (last 3 and 4, being minor, represented by	27 28 29 31	6 4 7 6	0.02.8 0.02.5 0.29.3 0.15.4	280 250 2930 1540	M/s. Lodha Estate Pvt. Ltd.	25.07.2005 Regd No.4817/05 dtd.25.07.2005	25.0 7.20 05
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	their father and natural guardian Balkrishna G. Mhatre), 5) Anant G. Mhatre, 6) Rekha A. Mhatre, 7) Kedar A. Mhatre, (Last No.5 represented by his father and natural guardian, Anant G. Mhatre), 8) Tulsiram G. Mhatre, 9) Kamal Tulsiram Mhatre, 10) Siddhesh T. Mhatre, 11) Jeet T. Mhatre, (last No.10 and 11 represented by father and natural guardian Tulsiram G. Mhatre), 12) Parvati N. Mhatre, 13) Leela K. Patil, 14) Laxmi T. Patil, 15) Arjun G. Mhatre, 16) Motibai A. Mhatre, 17) Ganesh A. Mhatre, 18) Jayshri G. Mhatre, 19) Harshal G. Mhatre, 20) Smt. Vithabai H. Patil							
6.	1) Mehrunisa Shaikh, 2) Majid I. Shaikh, 3) Abdul I. Shaikh, 4) Rafiq I. Shaikh, 5) Kalinder I. Shaikh, 6) Zarina M. Shaikh	27	7	0.04.3	430	M/s. Lodha Estate Pvt. Ltd.	06.06.2005 Regn. No.4509/05 dtd. 06.06.2005	06.06.2005 6.2005
7	1)Pandurang Narayan Bhoir, 2)Sunil Raghunath Bhoir, 3)Ravindra Raghunath Bhoir, 4)Prakash Raghunath Bhoir, 5)Pankaj Raghunath Bhoir, 6)Rukhmini Raghunath Bhoir, 7)Ananta Yeshwant Bhoir, 8)Narayan Yeshwant Bhoir, 9)Saudagar Yeshwant Bhoir, 10)Narmada Devanand Bhoir, 11) Pragna Mahendra Raikar, 12) Yamunabai Kashinath Hazare, 13) Bayabai Gajanan Patil, 14) Narmada Devanand Bhoir, 15) Meena Baburao Itadkar, 16) Lata Balkrishna Koparkar. 17) Smt. Aruna Anant Patil,	24 24 27 27	5 7 9 10	0.07.6 0.15.7 0.05.3 0.10.4	760 1570 530 1040	Mr. Mangal Prabhat Lodha	10.06.2004 Regd. No.4613 dtd.10.04.2004	10.06.2004 6.2004

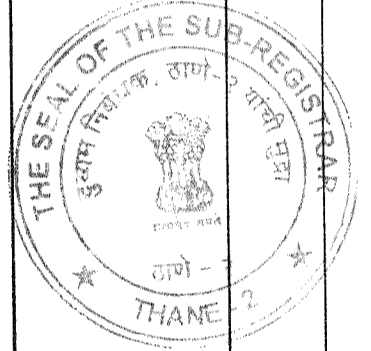


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दस्तावेज नं. ४५०९/२००५
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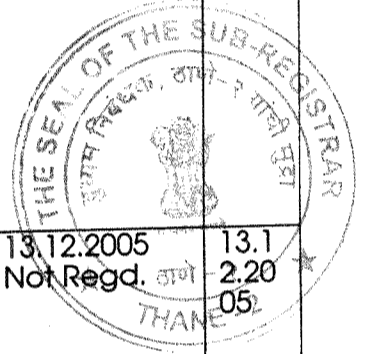
8.	1) Raghunath Pandurang Bhoir, 2) Premabai Raghunath Bhoir, 3) Hareshwar Raghunath Bhoir, 4) Anuradha Raghunath Bhoir, 5) Rasika Hareshwar Bhoir, 6) Ankita Hareshwar Bhoir, 7) Sail Hareshwar Bhoir, 8) Gopinath Pandurang Bhoir, 9) Janki Gopinath Bhoir, 10) Nita Gopinath Bhoir, 11) Kavita Gopinath Bhoir, 12) Nitesh Gopinath Bhoir. 13) Kashinath Pandurang Bhoir, 14) Parvati Kashinath Bhoir, 15) Amul Kashinath Bhoir, 16) Ajay Kashinath Bhoir, 17) Madhukar Pandurang Bhoir, 18) Kunda Madhukar Bhoir, 19) Ashish Madhukar Bhoir, 20) Motiram Pandurang Bhoir, 21) Anant Motiram Bhoir, 22) Shashi Anant Bhoir, 23) Bhimabai Dattatraya Patil, 24) Dhamubai Vithal Bhoir, 25) Laxmibai Nana Vaity	24 26 26 25	3 7 12 2	0.26.3 0.02.0 0.07.6 0.03.8	2630 200 760 380	M/s. Lodha Estate Pvt. Ltd.	22.07.2005	12.0 1.20 06
9.	1) Kisan Waman Bhoir, 2) Rajni Kisan Bhoir, 3) Naina Vasant Choudhari, 4) Alka Vilas Vaity, 5) Rajaram Barkya Bhoir, 6) Ansuya Rajaram Bhoir, 7) Mahendra Rajaram Bhoir, 8) Vaishali Mahendra Bhoir, 9) Akshay Mahendra Bhoir, 10) Ankit Mahendra Bhoir (minor), by and through his father and natural guardian, 11) Raghunath	24 25 28 29 29 23	6 10 1 8 9 —	0.05.6 0.28.1 0.34.4 0.01.0 0.14.4 0.78.4	560 2810 3440 100 1440 7840	M/s. Lodha Estate Pvt. Ltd.	30.08.2005	30.0 8.20 05



टर्न-२
दस्तावेज संख्या १००९/२००९
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	Rajaram Bhoir, 12) Nanda Raghunath Bhoir, 13) Sandesh Raghunath Bhoir, (minor), by and through his father and natural guardian Raghunath Rajaram Bhoir, 14) Yogita Raghunath Bhoir, (minor), by and through his father and natural guardian Raghunath Rajaram Bhoir, 15) Rupesh Raghunath Bhoir (minor), by and through his father and natural guardian, Raghunath Rajaram Bhoir, 16) Nitin Rajaram Bhoir, 17) Dinesh Rajaram Bhoir, 18) Kunda Pramod Patil, 19) Manda Ramesh Patil-Bhoir, 20) Yamuna Bhachandra Bhoir, 21) Bhanumati Pramod Patil							
10.	1) Rukmini Janardan Bhoir, 2) Anibai Balaram Tare, 3) Shantabai Vasudeo Patil, 4) Muktabai Sakharam Patil, 5) Eknath Sakharam Patil, 6) Chandrahas Sakharam Patil, 7) Dayanand Sakharam Patil, 8) Dipak Eknath Patil, 9) Anil Eknath Patil, 10) Mangesh Chandrahas Patil, 11) Dinesh Chandrahas Patil, 12) Rohit Dayanand Patil	24	9	0.02.8	280	M/s. Shree Sainath Enterprises	13.12.2005 Not Regd. 13.1 2.20 05	
11	1) Hiranman Narayan Bhoir (Mukadam), 2) Smt. Anibai Rajaram Bhoir	27 27	2 8	0.06.8 0.02.5	680 250	M/s. Lodha Estate Pvt. Ltd.	25.08.2005 Regd No.5394/05 dtd.25.08.20 05	25.0 8.20 05
12.	1) Madhukar Motiram Patil, 2) Ratnaprabha Motiram Patil, 3) Amit Madhukar Patil, 4) Chitra Jagannath Daki,	31	4	0.37.2	3720	M/s. Shree Sainath Enterprises	22.11.2005 Regd No.7301/05 dtd.19.12.20 05	22.1 1.20 05

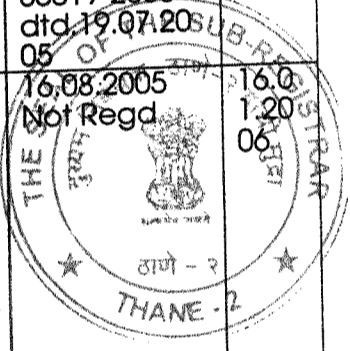


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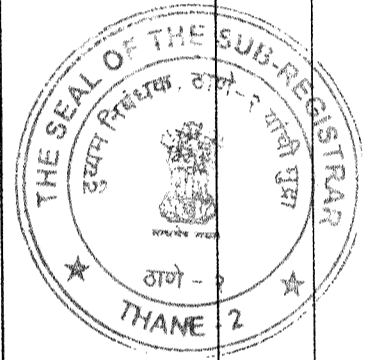
	5) Uttara Kamlesh Patil, 6) Smita Girish Bhoir, 7) Ekta Nilesh Mokashi							
13.	1) Pandurang Narayan Bhoir, 2) Subhadra Pandurang Bhoir, 3) Ramesh Pandurang Bhoir, 4) Laxmi Kishor Gharat, 5) Asha Vikram Mhatre, 6) Santosh Pandurang Bhoir, 7) Savita Pandurang Bhoir	27 28	1 2	0.38.7 0.35.5	3870 3550	Mr. Mangal Prabhat Lodha	06.07.2004 Regd No.5286/04 dtd.06.07.2004	06.0 7.20 04
14.	1) Laxmi Kisan Madhvi, 2) Darshan K. Madhvi, 3) Sachin K. Madhvi, 4) Jagruti K. Madhvi, 5) Anant L. Bhoir, 6) Narayan L. Bhoir,	24	10	0.10.6	1060	M/s. Lodha Estate Pvt. Ltd.	28.05.2005 Regd No.3808/05 dtd.30.06.2005 Deed of Confirmation Dtd. 19.05.2005 Regd No.TNN5-05519-2005 dtd.19.07.2005	10.0 6.20 05
15	1)Dukalibai Mahadev Mhatre, 2)Naresh Mahadev Mhatre, 3)Deepak Mahadev Mhatre, 4)Vasant Mahadev Mhatre, 5)Mukesh Mahadev Mhatre, 6)Sharada Shantaram Vaity, 7)Smt. Venubai Jairam Patil, 8) Vasudev Jairam Patil, 9) Sapna Vasudev Patil, 10) Hemant Vasudev Patil, 11) Prati Vasudev Patil, 12) Pratish Vasudev Patil (last nos. 10 and 12 represented by father and natural guardian Vasudev Jairam Patil), 13) Ankush Jairam Patil, 14) Manjula Raghunath Patil, 15) Tara Prakash Patil, 16) Laxmi Jairam Patil, 17) Asha Bharat Tandel	95 (Old) 183 (New)	12 12	0.12.1	1210	M/s. Lodha Estate Pvt. Ltd.	16.08.2005 Not Regd 	16.0 1.20 06
16	1) Ansuya Dashrath	24	8 (a)	0.03.3	330	M/s.	16.08.2005	18.1

टर्नलिन-२
दस्त क्रमांक २००९/२००९
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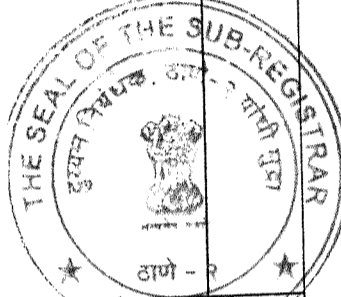
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	Kotkar, 2) Shakuntala Parsuram Mhatre, 3) Yadav Parsuram Mhatre, 4) Jayesh Yadav Mhatre, 5) Sanket Yadav Mhatre, 6) Ashish Yadav Mhatre, (last nos. 3 to 5 are minors, represented by father and natural guardian Yadav Parsuram Mhatre), 7) Prema Pandharinath Tare, 8) Lata Ramesh Patil, 9) Jayshri Narayan Patil, 10) Manjishree Shriram Madhvi, 11) Vanita Naresh Mhatre, 12) Ansuya Dashrath Kotkar, 13) Murlidhar Dashrath Kotkar, 14) Surekha Murlidhar Kotkar, 15) Dinesh Murlidhar Kotkar, 16) Mayur Murlidhar Kotkar 17) Kavita Ajit Patil, 18) Nilkanth Dashrath Kotkar, 19) Anita Nilkanth Kotkar, 20) Rishikesh Nilkanth Kotkar being minor, represented by father and natural guardian Nilkanth Dashrath Kotkar, 21) Yeshwant Dashrath Kotkar, 22) Rekha Yeshwant Kotkar, 23) Jayesh Yeshwant Kotkar, 24) Kalpesh Yeshwant Kotkar, (Sr. Nos. 22 & 23, being minors, represented by father and natural guardian Yeshwant Dashrath Kotkar), 25) Pushpa Ramkrishna Bhoir, 26) Nanda Narayan Patil, 27) Naresh Keshav Patil, 28) Bhushan Keshav Patil	26 26	4 9	0.06.3 0.10.1	630 1010	Lodha Estate Pvt. Ltd.	Not Regd.	1.20 06
17	1) Kamlabai Deo Bhoir, 2) Madhukar Deo	31	8	0.12.1	1210	M/s. Shree	28.08.2005 Regd	06.0 3.20

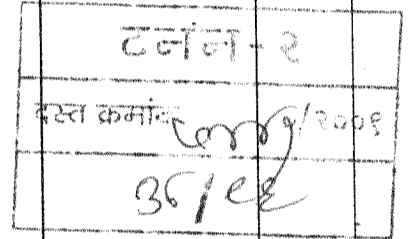
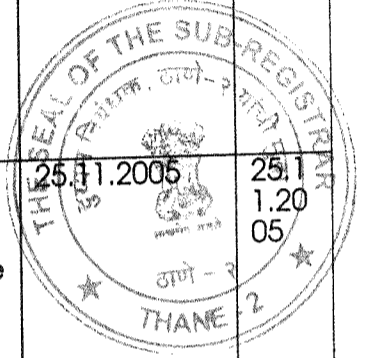


टर्न-२
दस्ता क्रमांक ६००१/२००९
३४/९६

	Bhoir, 3) Draupadi Madhukar Bhoir, 4) Shashikant Madhukar Bhoir, 5) Aruna Shashikant Bhoir, 6) Darpan Shashikant Bhoir, 7) Bhavesh Shashikant Bhoir (last Nos.5 and 6, being minors, represented by his father and natural guardian Shashikant Madhukar Bhoir), 8) Bhushan Madhukar Bhoir, 9) Suresh Deo Bhoir, 10) Yojana Suresh Bhoir, 11) Ketan Suresh Bhoir, 12) Nikhil Suresh Bhoir (last nos.10 and 11, being minors, represented by his father and natural guardian Suresh Deo Bhoir), 13) Venubai M. Gharat.					Sainath Enterprises	No.1751/06 dtd.19.06.2006	06			
18.	1) Chandrakant Motiram Patil, 2) Anita Chandrakant Patil, 3) Dishank Chandrakant Patil, 4) Dakshata Chandrakant Patil, 5) Anant Motiram Patil, 6) Shalini Anant Patil, 7) Chirag Anant Patil, 8) Suresh Motiram Patil, 9) Sunita Suresh Patil, 10) Sanket Suresh Patil, 11) Savitri Pandharinath Madhvi, 12) Pushpa Dashrath Mhatre	25 25	7 11	0.62.3 0.04.3	6230 430	M/s. Shree Sainath Enterprises	17.11.2005	17.1 1.20 05			
											
							<table border="1"> <tr> <td>टर्न-२</td> </tr> <tr> <td>दस्त क्रम ३०९ / २००९</td> </tr> <tr> <td>३५/१२</td> </tr> </table>	टर्न-२	दस्त क्रम ३०९ / २००९	३५/१२	
टर्न-२											
दस्त क्रम ३०९ / २००९											
३५/१२											
19.	1) Vadibai Nana Bhoir, 2) Narayan Nana Bhoir, 3) Draupadi Narayan Bhoir, 4) Vijay Narayan Bhoir, 5) Kavita Pralhad Patil, 6) Lalita Arjun Mhatre, 7) Bhalchandra Nana Bhoir, 8) Chandra Bhalchandra Bhoir, 9) Chitra Bhalchandra Bhoir, 10) Nirmal Naresh Bhoir, 11) Harshada Naresh Bhoir, 12) Janardan Nana	27	4	0.19.7	1970	M/s. Shree Sainath Enterprises	14.10.2005	14.1 0.20 05			




	Bhoir, 13) Gulab Janardan Bhoir, 14) Darshana Janardan Bhoir, 15) Snehal Janardan Bhoir, 16) Yamuna Nathu Salvi, 17) Bebibai Narayan Thakur.							
20.	1)Dhanaji Vithu Bhoir, 2)Laxmi Dhanaji Bhoir, 3)Vinod Dhanaji Bhoir, 4) Santosh Dhanaji Bhoir, 5) Manisha Dhanaji Bhoir, 6) Gurunath Dhanaji Bhoir, 7) Devidas Dhanaji Bhoir, 8) Usha Dhanaji Bhoir, 9) Savitri Sitaram Patil, 10) Devka Balaram Patil.	183 183	20 21	0.09.4 0.03.5	940 350	M/s. Shree Sainath Enterprise s	23.12.2005	23.1 2.20 05
21.	1)Bhagirathi Gavtya Bhoir, 2)Janardan Gavtya Bhoir, 3)Dwarka Janardan Bhoir, 4)Vidyadhar Janardan Bhoir, 5)Chandan Janardan Bhoir, 6)Bharti Janardan Bhoir, 7)Damayanti Ganesh Bhagat, 8)Mohini Sunil Mhatre, 9) Motibai Arjun Mhatre, 10)Yenubai Ramchandra Patil, 11)Chandribai Krishna Mhatre, 12) Veenabai Vasant Bhoir	95 (Old) 183	22	0.10.6	1060	M/s. Shree Sainath Enterprise s	25.11.2005	25.1 1.20 05
22.	1) Eknath Krishna Bhoir, 2) Lata Eknath Bhoir, 3) Hemant Eknath Bhoir, 4) Pravin Eknath Bhoir, 5) Dattatray Krishna Bhoir, 6) Kusum Dattatray Bhoir, 7) Bhushan Dattatray Bhoir, 8) Amol Dattatray Bhoir, 9) Vasudev Krishna Bhoir, 10) Alka Vasudev Bhoir, 11) Mohan Krishna Bhoir, 12) Sarika Mohan	24	8B	0.10.1	1010	M/s. Lodha Dwellers Pvt. Ltd.	11.08.2006	11.0 8.20 06



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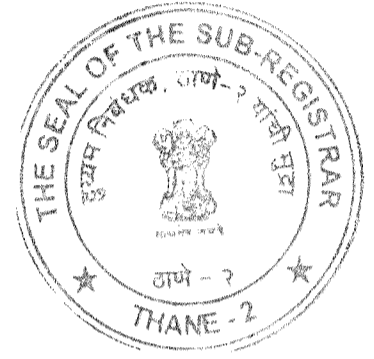
[Handwritten initials]

Bhoir, 13) Naresh Krishna Bhoir, 14) Lalita Naresh Bhoir.							
Total			7.37.50	73750			

THE FIRST SCHEDULE ABOVE REFERRED TO

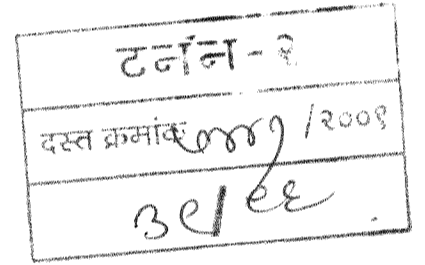
COMMON AREAS:

1. Stair case and main passage.
2. Staircase Entrance Area.
3. Staircase Landings.
4. Pump rooms.
5. Lift Rooms and Lift Well.
6. Entrance Lobby on ground floor.
7. Garden Areas and the facilities thereon.



COMMON AMENITIES:

1. R.C.C. under ground and overhead tanks.
2. Pump(s)
3. Lifts in the said Building/s
4. Light and electrical fitting in staircase entrance hall and compound.
5. Meter Room.
6. Exterior Plumbing fixtures.
7. Septic Tank.
8. Suction Tank.
9. Watchman Cabin.
10. Electric Cabin.
11. Fire Fighting System.



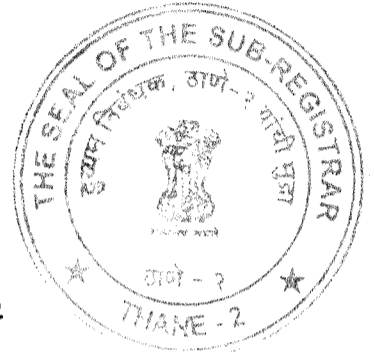
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132

THE SECOND SCHEDULE ABOVE REFERRED TOLIST OF AMENITIES

1. Agglomerate Flooring in the entire home (except kitchen, bathrooms and service areas); combination of Agglomerate marble and designer tiles in bathrooms.
2. Designer tiles in Kitchen and utility areas.
3. German make Kohler** sanitary fittings and Hansgrohe** bathroom fittings.
4. Living room deck finished with wooden flooring.
5. Laminated wooden flooring in master bedroom.
6. Geyser in all bathrooms.
7. Air-conditioning in Living/Dining Room and all bedrooms

AUTOMATION AND SECURITY SYSTEMS

1. LCD Touch Screen Panel in the entrance lobby.
2. Video Door Camera.
3. Gas leakage detector in kitchen with Alarm.
4. Light Points, Fan, A/C Controls for all rooms.
5. Occupancy sensors for toilet, passage & common areas.
6. Motion sensor detector with panic alarm in Master Bed Room for security.
7. Mineral water on tap in every kitchen.
8. Piped gas in every Kitchen.

(*In select homes ** or Equivalent)

COMMON SEAL OF the withinnamed)

Shree Sainath Enterprises)

The Promoter/Developer abovenamed)

Is hereunto affixed pursuant to P.O.A.H.)

through its Partner/s Surendran Nair)on 18th day of Aug 2009)

In the presence of:)

1. Dilip Salvi - Dilip)2. B. Jadhav - Bharat)

टर्मिन-२
दस्त अंकीक <u>009/2009</u>
<u>m/ee</u>



133

SIGNED AND DELIVERED)

By the within named Purchaser)

Shri/Smt. Siddharth Education)

Services Ltd. through)
Kavita P. Mujumdar.

In the presence of:

1. Vinay S. Bhagwat - [Signature])

2. Milind S. Bhagwat - [Signature])

Mujumdar



RECEIVED on the day and year first)

Hereinabove written of and from the)

Within named Purchaser the sum of)

Rs. 32,41,136/- /- Rupees Thirty)

Two Lacs Forty One Thousand only)

One Hundred Thirty Six only)
Being the amount to be paid by the)

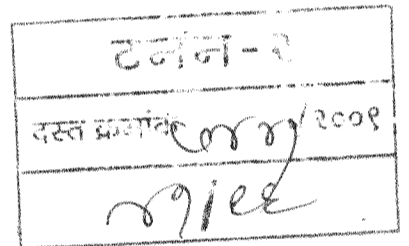
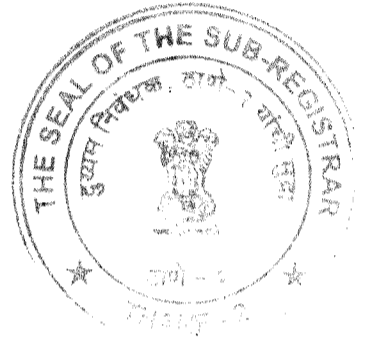
Purchaser on execution of these)

Presents to us by Cheque No. 707731)
482051)

468193 dated 13/8/09, 27/7/09)

Thane Janta Sahakari Bank Ltd)
Drawn on ICICI Bank)

Thane Branch)



Rs. 32,41,136/-

WE SAY RECEIVED

[Signature]
FOR SHREE SAINATH ENTERPRISES
PARTNER

WITNESSES:-

- 1. Sh
- 2. R.

134

DATED THIS 18th DAY OF Aug 2009

SHREE SAINATH ENTERPRISES
BUILDER/PROMOTER

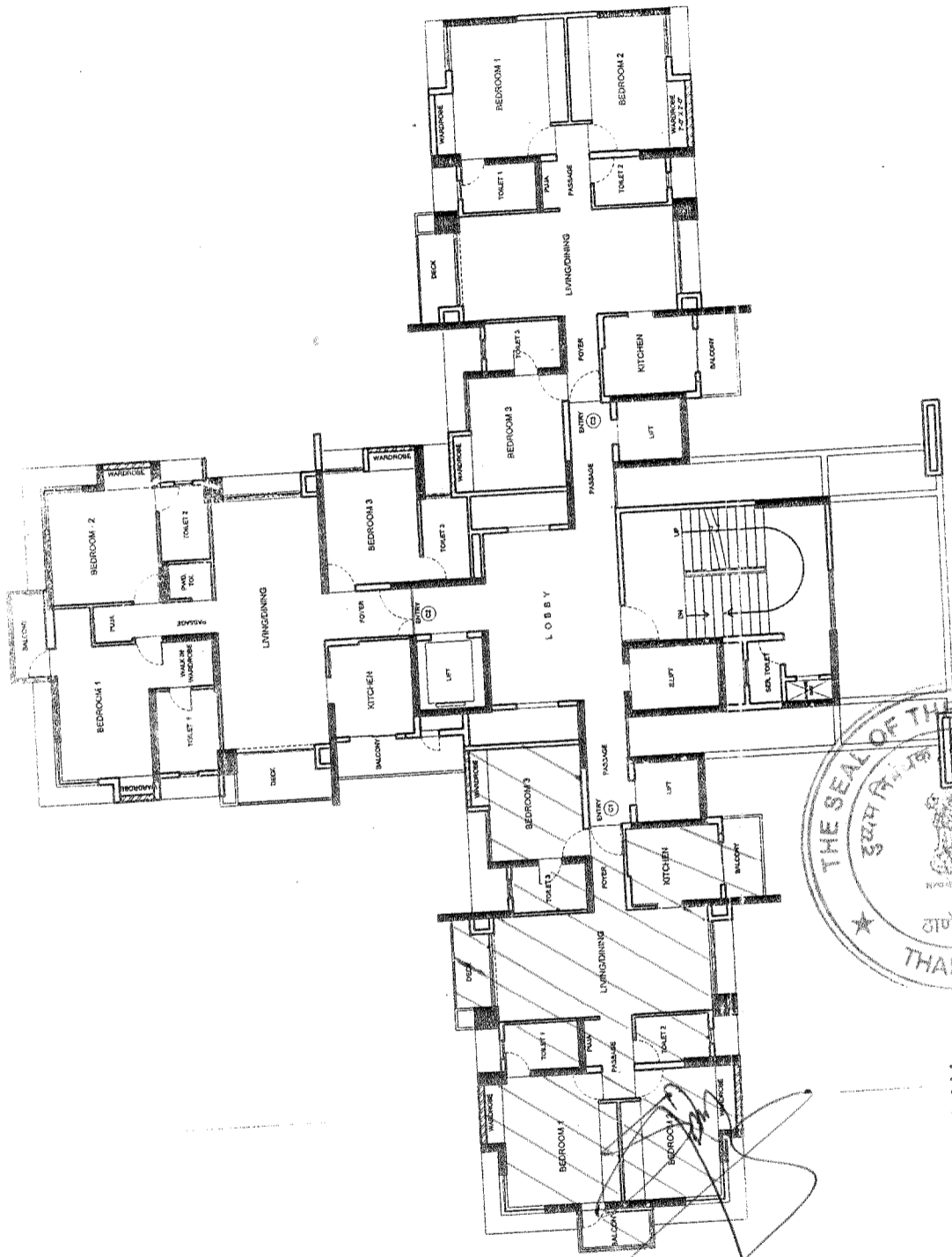
AND



AGREEMENT FOR SALE of
Residential Flat No 201 No 20th floor
in A Wing in the Building known as
Claremont.

ठाने-२
दस्तावेज क्रमांक <u>1079/2009</u>
<u>न/ए</u>

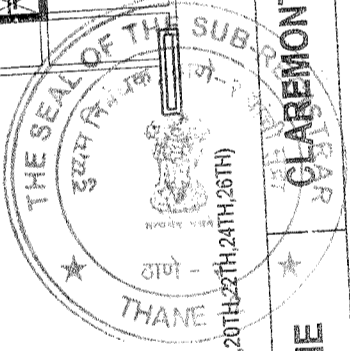
195



TYPICAL FLOOR PLAN
(2ND, 4TH, 6TH, 8TH, 10TH, 12TH, 14TH, 16TH, 18TH, 20TH, 22TH, 24TH, 26TH)

Mujumdar

हस्ताक्षर - 2
वसन्त कृष्ण मजुमदार
03/02



NOTE: PLAN NOT TO THE SCALE	
FLAT NO. 2001	FLOOR 20th
WING - A	CLAREMONT
THANE	LODHA
ARCHITECT	KAPADIA ASSOCIATES PVT. LTD 112-114, PENINSULA CENTER, DR. S. P. ROAD, OFF. AMBEDKAR ROAD, PAREL EAST, MUMBAI-400 012 TEL: 91-22-56603909 FAX: 91-22-56602944 email: Kap@kadiaway.com
PROPOSED BUILDING ON PLOT BEARING S.NO.23, S.NO.24/1 TO 7, 8a, 8b, 9, 10, S.NO.25/7, 10, 11, S.NO.26/2, 4, 7, 9, 11, 12, S.NO.27/1, 2, 4 TO 10, S.NO.28/1 TO 5, S.NO.29/7, 8, 9, S.NO.31/4, 5, 6, 8, AT MAJIWADE & OLD S.NO. 95/12, 20, 21, 22 (NEW NO. 183) AT VILLAGE BALKUM, THANE	
DEVELOPERS: SHREE SAINATH ENTERPRISES, 216, Shah & Natar Industrial Estate, P. E. Masees Road.	

Permission:-
 Bldg.1-Wing No.A-Basement + Podium+
 Stilt + 1 Floor
 Wing No.B-Basement+Podium+Stilt+
 15 Floors
 Wing No.C-Basement+Podium+Stilt+
 14 Floors
 Wing No.D to G-Basement+Podium+Stilt+17 Floors



136
 Certificate No. 165

THANE MUNICIPAL CORPORATION, THANE

(Regulation No. 3 & 24)

Community Centre-Ground Flr. SANCTION OF DEVELOPMENT Club House-Ground Flr.
 Shops-Ground Flr. PERMISSION / COMMENCEMENT CERTIFICATE

V. P. NO. 2005/140 C.C. Same as above except Podium
 TMC / TDD / 444 Date 9/9/08

To, Shri/Smt. (I) Pvt. Ltd. (Architect)
 M/s. Archetype Consultants

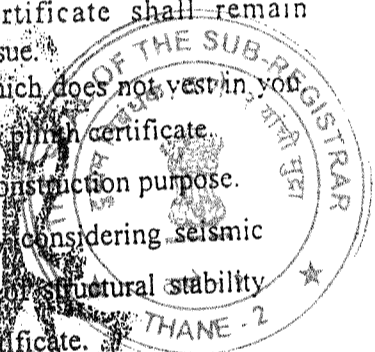
Shri. Kisan Waman Bheir &
 Shri. Others (Owners)

Shri. Rajendra Laha of M/s. Shree Sainath Enterprises (P.O.A.)

With reference to your application No. 25608 dated 10/9/2008 for development permission / grant of Commencement certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. As Above in village Malium Sector No. V Situated at Road / Street Malium S.No. / C.T.S. No. / F.P. No. _____

the development permission / the commencement certificate is granted subject to the following conditions.

- 1) The land vacated in consequence of the enforcement of the set back line shall form Part of the public street.
- 2) No New building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
- 3) The development permission / Commencement Certificate shall remain valid for a period of one year Commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) The compound wall should be constructed as per applying to plinth certificate.
- 6) Thane Municipal Corporation will not supply water for the construction purpose.
- 7) The proposed building should be structurally designed by considering seismic forces as per B.S. Code No. 1893 & 4326 & certificate of structural stability should be submitted at the stage of plinth & Occupation Certificate.
- 8) N. O. C. from water, fire, and drainage department should be submitted before Occupation Certificate.
- 9) Letter boxes should be provided on ground floor for all flats before Occupation Certificate.



तर्जन-२
दस्तावेज नं. 2009/2008
<i>m/le</i>

WARNING : PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TWON PLANNING ACT. 1966.

Your Sincerely
 Office No. _____
 Office Stamp _____
 Date _____
 Issued _____

XXXXXXXXXXXXXXXXXXXX
 Municipal Corporation of
 XXXXXXXXXXXXXXXXXXXX

137 Annexure "A"

3849

213109

THANE MUNICIPAL CORPORATION, THANE.
 (Regulation No. 3 & 24)
SANCTION OF DEVELOPMENT
PERMISSION / COMMENCEMENT CERTIFICATE.
 Building No. 9 Ground + 2th Floor
 Building No. 10:- Ground + 20th Floor

V. P. NO.2005/ 140

TMC/ TDD 519

DATE

16.2.2008

TO

M/s. ARCHETYTE CONSULTANTS (I), PVT. LTD.

ARCHITECT.

Shri Kisan Waman Bhoir and Other

OWNERS

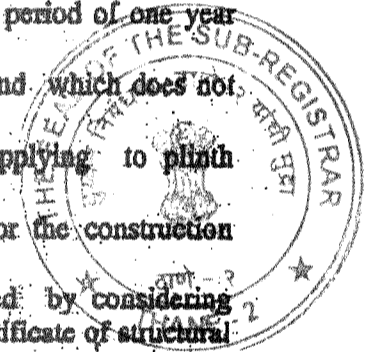
Shri Balendra Lodha of M/s. Shree Sainath Enterprises

(Power of Attorney)

Sir,

With reference to your application inward No.49403 dated 5/01/2008 for development permission/certificate under sections 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. ----- in village Majiwada & Balkum Thane Ward No.-----, Sector V, situated at Road / Street Majiwada & Balkum Thane Road, S.NO. 23,24/5,6,7,8A,8B,9,10,1,2,3,4,25/10,8,2,7,11,26/2,4,9,11,12,7,27/9,10,1,2,4,5,6,7,8,28/2,3,4,5, 29/7,8,9, 31/4,5,6,8 Majiwada, & S.No. 183/12,20, 21, 22 Balkum the development permission / commencement certificate is granted subject to the following conditions.

- 1) The land vacated in consequence of the enforcement of the set back line shall form part of the public street.
- 2) No New building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any until occupancy permission has been granted.
- 3) The development permission shall remain valid for a period of one year Commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) The Compound wall should be constructed before applying to plinth certificate.
- 6) Thane Municipal Corporation will not supply water for the construction purposed.
- 7) The proposed building should be structurally designed by considering seismic forces as per B.S. Code No 1893 and 4326 & and certificate of structural stability should be submitted at the stage of plinth and Occupation Certificate
- 8) N.O.C from water, tree, and drainage department should be submitted before Occupation Certificate.
- 9) Letter boxes should be provided on ground floor for all flats before Occupation Certificate.
- 10) Sewage Treatment Plant and rainwater harvesting system should be got approved from Drainage Department before applying for plinth Certificate and should be commissioned before applying Occupation Certificate.
- 11) Solar Water heating system should be installed before applying Occupation Certificate.
- 12) Information board be displayed on site upto obtaining Occupation Certificate
- 13) Conditions mentioned in Environment Clearance will remain binding on Applicant.
- 14) Construction of 40.00 m D.P. Road with culvert to be completed before first plinth Certificate



तन्त्र-२
 दस्त हस्ताक्षर 21-12-2008
 मजिस्ट्रेट

- 15) Clearance from U.L.C. Department for flats handed over to Govt. should be submitted before Occupation Certificate.
- 16) All existing structures to be demolished before first plinth Certificate.
- 17) Storm Water Layout should be got approved from City Engineer before Plinth Certificate .
- 18) Govt. order shall be binding upon applicant regarding zoning of the said Plot falls in Town Centre , if any received in future.
- 19) Conditions mentioned in Strom water N.O.C. will remain binding upon Applicant.

WARNING:-PLEASE NOT THAT THE DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNES TO COGNASIBLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT. 1966 .

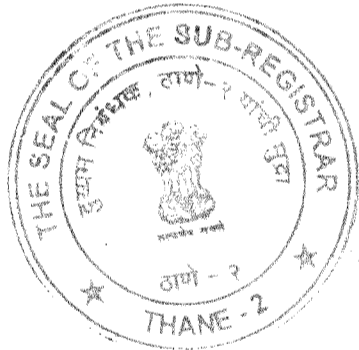
Date : _____
 Place : _____
 Date :- _____
 From issued by :- _____



[Signature]
Executive Engineer
Town Planning Department
Municipal Corporation
of the Thane City

सावधानता

अनुसूचित नकाशाद्वारे बांधणीचे न ठरले तरी
 अशाच विधान नियमावलीनुसार बांधणीचे न
 ठरलेल्या नवे बांधणीचे बांधणे करणे. महाराष्ट्र
 राज्याचे नवे बांधणीचे बांधणीचे बांधणीचे
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ठाने-२
 २००२/२००३
[Signature]

REPORT ON TITLE

Re: Development of the lands bearing various Survey numbers, Hissa numbers and admeasurements lying being and situated at Village Majewade Taluka and District Thane as described in Schedule hereto.

1. I have investigated the title of the various Land Owners/Holders, whose names are stated in column "A" in Schedule hereunder written (hereinafter for the sake of brevity collectively referred to as "the said Landholders") with respect to their individual lands mentioned against their respective names bearing diverse Survey Numbers, Hissa Numbers and areas (hereinafter for the sake of brevity collectively referred to as "the said Lands") more particularly described in Column "B", "C" & "D" of Schedule hereto.

2. I have perused and verified

i) 7/12 Extracts (Record of Rights) and 6/12 extracts (Mutation Entries) recorded thereon and devolution of the title of landholders in relation to their respective said lands.

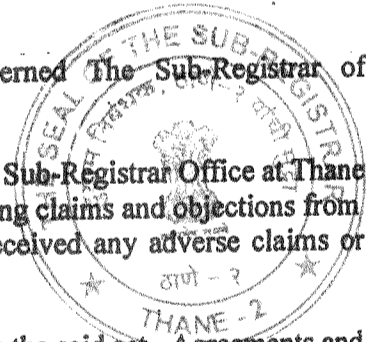
ii) Various Orders passed under relevant provisions the Urban Land (Ceiling & Regulation), Act, 1976 (hereinafter referred to as "the said Act"), with respect to lands falling under purview of the said Act.

iii) True copies of registered Development Agreements, Deed of Confirmation and Powers of Attorneys mentioned in the Column "F" "G" & "H" executed and registered by respective said Land Owners/Holders with Mangal Prabhat Lodha, Lodha Estate Pvt. Ltd., Shree Sainath Enterprises & Lodha Dwellers Pvt. Ltd., for their respective lands, being mentioned in the Column "B", "C" & "D" of Schedule hereto.

iv) The said documents are registered with the concerned The Sub-Registrar of Assurance Thane.

3. I have also cause the search of record at the appropriate Sub-Registrar Office at Thane for 30 years and given public Notice in local news papers inviting claims and objections from the people at large in respect of the said lands. I have not received any adverse claims or objection from any person or persons.

4. On going through the said revenue records, orders under the said act, Agreements and other ancillary documents as stated above, and separate Search Reports of the lands owned by the respective Landholders for the period from 1977 to 2008, I found that the said



तलत-२
दस्तावेज क्रमांक २००९/२००९
२०/११

190

Pradip Garach
Advocate
High Court, Bombay

6, Roz-a-Rio Apartments,
L. B. S. Road, Kamanā,
Kurla (West), Mumbai - 400 070
Phone : 6500 5157

Landholders became entitled to their respective lands by inheritance and/or Purchase, as the case may be and as such are the present owners of the said lands.

5. By an separate and distinctive Development agreements/Deed of Confirmation thereto, bearing various dates as shown in column "F" & "G" of Schedule hereto, executed and registered under their respective numbers, being also mentioned in said Column with the Sub-Registrar of Thane by the said Landholders mentioned in Column "A" of Schedule hereto as Owners of the One Part either with the Shri Mangal Prabhat Lodha or M/s Shree Sainath Enterprises or M/s Lodha Estate Pvt. Ltd & M/s. Lodha Dwellers Pvt. Ltd., mentioned in Column "E" in Schedule hereto, as Developer/s of the Other Part, where under the said Landholders have granted development rights in respect of their respective lands to the Shri Mangal Prabhat Lodha or M/s Shree Sainath Enterprises or M/s Lodha Estate Pvt. Ltd for consideration and on the terms and conditions stated therein.

6. The said Landholders have put Mangal Prabhat Lodha or Shree Sainath Enterprises or Lodha Estate Pvt. Ltd (Developers) in possession of the their respective lands in part performance of the their respective Agreement bearing various dates executed by them as the Owner/s with the said Developers in terms of their respective Agreements, which are lodged for registration with the Sub-Registrar of Assurance at Thane.

7. Pursuant thereto, by their separate and distinctive Powers of Attorney bearing different dates as shown in Column "H" in Schedule hereunder written, executed and registered under their respective numbers, being also mentioned in said Column by said Land holders/Owners in favour of the Mangal Prabhat Lodha or partners and/or directors of the said firm or Companies, the said Landholders/Owners have appointed Donees thereof as their true and lawful attorney and granted to them powers and authorities to do all acts deeds matters and things for and on their behalf for the purpose of development of their respective said lands.

8. By various orders issued under the Urban Land (Ceiling & Regulation) Act, 1976 by the Additional Collector and Competent Authority Thane Urban Agglomeration and/or other statutory authority, under provision of section 20 or 22 of the said act, the said lands are made available with grant of permissions for the development of the said lands subject to terms and conditions particularly stated therein

9. By an Order No.MAHSUL/K-1/TA 1/NAP/SR 252/2007 dated 27th December, 2007 passed by The Collector Thane, the said lands have been converted to Non-Agriculture use for construction of the buildings thereon subject to terms and conditions stated therein.

10. The said Developers have given the said property as collateral security in favour of IDBI Trusteeship Services Limited for the benefit of Cowtown Land Developments Pvt. Ltd., who

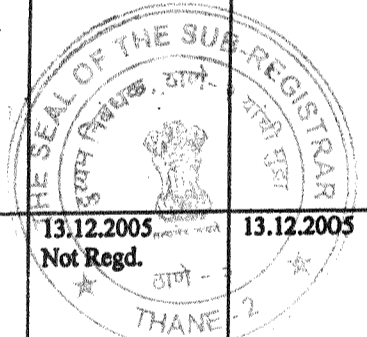
त.नं-२
दस्तावेज नं. २२९
२९/१२

have subscribed to the Optional Partly Convertible Debenture issued by the Lodha Hi-Rise Builders Private Limited

11. Subject to the individual Report on title, the provision of the Urban Land (Ceiling & Regulation), Act, 1976 and subject to what is stated hereinabove, in my opinion, the said Developers are entitled to develop the said land more particularly described in schedule hereunder written in accordance with the sanction plan, design and specifications.

THE SCHEDULE ABOVE REFERRED TO
DEVELOPMENT OF THE PROPERTY BEARING VARIOUS SURVEY NUMBERS AND HISSA
NUMBERS LYING BEING AND SITUATED AT VILLAGE MAJEWADE, TALUKA AND DISTRICT
THANE

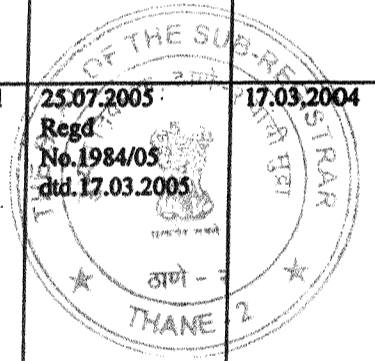
Sr. No.	Name of the Landholders	Survey No.	Hissa No.	Area H. R.	Area in Sq.mtrs	Name of the Developers	Date of Development Agreement	Date of Powers of Attorney
	A	B	C	D		E	F	G
1	1) Dhanaji Narayan Bhoir, 2) Vijay Dhanaji Bhoir, 3) Pralhad Dhanaji Bhoir, 4) Mahesh Dhanaji Bhoir, 5) Bhaskar Narayan Bhoir, 6) Manohar Bhaskar Bhoir, 7) Manjula Bhaskar Bhoir, 8) Nanda Harishchandra Veladayan, 9) Surekha Anil Veladayan, 10) Jaibai Laxman Bhoir, 11) Pundlik Laxman Bhoir, 12) Bhagwan Laxman Bhoir, 13) Tarabai Suresh Bhoir, 14) Vasanti Dayanand Hazare, 15) Nirmala Ashok Patil, 16) Dattatreya Gajanan Patil, 17) Nilkanth Gajanan Patil, 18) Naina Arun Mhatre, 19) Raibai Barku Patil, 20) Vimal Ramesh Fulare	28	3	0.15.7	1570	M/s. Lodha Estate Pvt. Ltd.	14.07.2005 Regd No.4600/05 dtd.14.07.2005 Deed of Confirmation Dtd. 11.07.2005 with Regn.No. 4726/05dtd14.07 .2005	14.07.2005
2.	1) Ramesh Narayan Bhoir, 2) Ganesh Ramesh Bhoir, 3) Chandrakant Narayan Bhoir, 4) Amol Chandrakant Bhoir, 5) Raghunath Narayan Bhoir, 6) Sachin Raghunath Bhoir, 7) Sadanand Narayan Bhoir, 8) Vaibhav Sadanand Bhoir, 9) Janardan Narayan Bhoir,	28	5	0.21.5	2150	M/s. Shree Sainath Enterprises	13.12.2005 Not Regd.	13.12.2005



टॉन-२
५९३३/००७/२००९
२९/१२

142

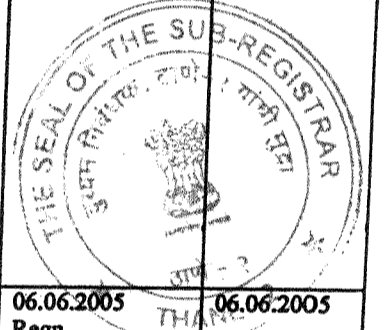
	10) Prashant Janardan Bhoir, 11) Prakash Narayan Bhoir, 12) Jyesh Prakash Bhoir, 13) Sakhubai Gajanan Patil, 14) Indubai Kashinath Gaikar, 15) Gajanan Hendar Bhoir, 16) Prabhakar Gajanan Bhoir, 17) Jayshri Prabhakar Bhoir, 18) Bhanudas Gajanan Bhoir, 19) Geeta Bhanudas Bhoir, 20) Tarabai Narayan Patil, 21) Yamuna Yeshwant Patil, 22) Laxmi Shantaram Mhatre, 23) Rukmini Naresh Patil, 24) Gulab Dashrath Bhoir							
3.	1) Smt. Hirubai A. Bhoir, 2) Prakash A. Bhoir, 3) Sulochana H. Mhatre, 4) Sugandha S. Patil, 5) Mecna A. Kharkar, 6) Suvarna V. Patil, 7) Smt. Indubai N. Madhvi, 8) Ramchandra D. Bhoir, 9) Sunil R. Bhoir, 10) Jagdish R. Bhoir, 11) Nita S. Patil, 12) Kavita M. Patil, 13) Sangita N. Raut, 14) Vandana P. Patil, 15) Namdeo D. Bhoir, 16) Vinod N. Bhoir, 17) Vijaya J. Vaity, 18) Sarika N. Rathod, 19) Yogita N. Bhoir, 20) Smt. Motibai K. Patil, 21) Smt Laxmi P. Mulundkar	26 27 31	2 5 5	0.01.8 0.12.4 0.15.2	180 1240 1520	M/s. Lodha Estate Pvt. Ltd.	31.10.2005	31.10.2005
4.	1) Gopinath K. Patil, 2) Haresh K. Patil, 3) Kamlabai S. Raut, 4) House M. Patil, 5) Shewanta G. Patil, 6) Mahendra V. Patil, 7) Yogeshwar V. Patil, 8) Jagannath B. Patil, 9) Kailash J. Patil, 10) Krishna J. Patil, 11) Raju J. Patil, 12) Ananta B. Patil, 13) Bhalchandra A. Patil, 14) Manjula D. Thakur, 15) Vanita A. Shelke,	24 24 26 24	2 4 11 1	0.05.8 0.07.6 0.06.3 0.58.4	580 760 630 5840	Mr. Mangal Prabhat Lodha	25.07.2005 Regd No.1984/05 dtd.17.03.2005	17.03.2004



टॉर्न-२
दस्तावेज नं. १०११/२००९
५०/१६

193

	16) Surekha V. Patil, 17) Indrapal B. Patil, 18) Rohidas I. Patil, 19) Gurunath I. Patil, 20) Ranjana A. Kodalikar, 21) Chandrakala G. Bhoir, 22) Laxmi I. Patil, 23) Jaywant J. Gharat, 24) Rohini R. Patil							
5.	1) Balkrishna G. Mhatre, 2) Padmini B. Mhatre, 3) Nisha B. Mhatre, 4) Chetan B. Mhatre (last 3 and 4, being minor, represented by their father and natural guardian Balkrishna G. Mhatre), 5) Anant G. Mhatre, 6) Rekha A. Mhatre, 7) Kedar A. Mhatre, (Last No.5 represented by his father and natural guardian, Anant G. Mhatre), 8) Tulsiram G. Mhatre, 9) Kamal Tulsiram Mhatre, 10) Siddhesh T. Mhatre, 11) Jeet T. Mhatre, [last No.10 and 11 represented by father and natural guardian Tulsiram G. Mhatre), 12) Parvati N. Mhatre, 13) Leela K. Patil, 14) Laxmi T. Patil, 15) Arjun G. Mhatre, 16) Motibai A. Mhatre, 17) Ganesh A. Mhatre, 18) Jayshri G. Mhatre, 19) Harshal G. Mhatre, 20) Smt. Vithabai H. Patil	27 28 29 31	6 4 7 6	0.02.8 0.02.5 0.29.3 0.15.4	280 250 2930 1540	M/s. Lodha Estate Pvt. Ltd.	25.07.2005 Regd No.4817/05 dtd.25.07.2005	25.07.2005
6.	1) Mehrunisa Shaikh, 2) Majid I. Shaikh, 3) Abdul I. Shaikh, 4) Rafiq I. Shaikh, 5) Kalinder I. Shaikh, 6) Zarina M. Shaikh			0.04.3	430	M/s. Lodha Estate Pvt. Ltd.	06.06.2005 Regn. No.4509/05 dtd. 06.06.2005	06.06.2005
7	1) Pandurang Narayan Bhoir, 2) Sunil Raghunath Bhoir, 3) Ravindra Raghunath Bhoir, 4) Prakash Raghunath Bhoir, 5) Pankaj Raghunath Bhoir, 6) Rukhmini Raghunath Bhoir,	24 24 27 27	5 7 9 10	0.07.6 0.15.7 0.05.3 0.10.4	760 1570 530 1040	Mr. Mangal Prabhat Lodha	10.06.2004 Regd No.4613 dtd.10.04.2004	10.06.2004



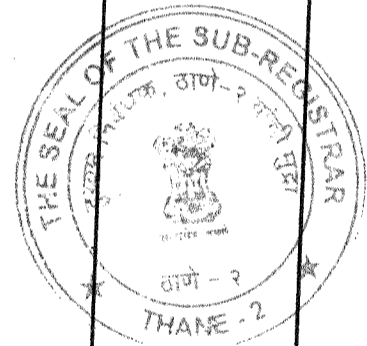
टॉर्न-२५
दस्त अंक २००९/२००८
५९/१६

Pradij Garach
Advocate
High Court, Bombay

6, Roz-a-Rio Apartments,
L. B. S. Road, Kamani,
Kurla (West), Mumbai - 400 070
Phone : 6500 5157

199

	7) Ananta Yeshwant Bhoir, 8) Narayan Yeshwant Bhoir, 9) Saudagar Yeshwant Bhoir, 10) Narmada Devanand Bhoir, 11) Pragna Mahendra Raikar, 12) Yamunabai Kashinath Hazare, 13) Bayabai Gajanan Patil, 14) Narmada Devanand Bhoir, 15) Meena Baburao Itadkar, 16) Lata Balkrishna Koparkar, 17) Smt. Aruna Anant Patil,							
8.	1) Raghunath Pandurang Bhoir, 2) Premabai Raghunath Bhoir, 3) Hareshwar Raghunath Bhoir, 4) Anuradha Raghunath Bhoir, 5) Rasika Hareshwar Bhoir, 6) Ankita Hareshwar Bhoir, 7) Sail Hareshwar Bhoir, 8) Gopinath Pandurang Bhoir, 9) Janki Gopinath Bhoir, 10) Nita Gopinath Bhoir, 11) Kavita Gopinath Bhoir, 12) Nitesh Gopinath Bhoir, 13) Kashinath Pandurang Bhoir, 14) Parvati Kashinath Bhoir, 15) Amul Kashinath Bhoir, 16) Ajay Kashinath Bhoir, 17) Madhukar Pandurang Bhoir, 18) Kunda Madhukar Bhoir, 19) Ashish Madhukar Bhoir, 20) Motiram Pandurang Bhoir, 21) Anant Motiram Bhoir, 22) Shashi Anant Bhoir, 23) Bhimabai Dattatraya Patil, 24) Dhamubai Vithal Bhoir, 25) Laxmibai Nana Vaity	24 26 26 25	3 7 12 2	0.26.3 0.02.0 0.07.6 0.03.8	2630 200 760 380	M/s. Lodha Estate Pvt. Ltd.	22.07.2005	12.01.2006 A
9.	1) Kisan Waman Bhoir, 2) Rajni Kisan Bhoir, 3) Naina Vasant Choudhari, 4) Alka Vilas Vaity, 5) Rajaram Barkya Bhoir, 6) Ansuva Rajaran Bhoir,	24 25 28 29 29 23	6 10 1 8 9	0.05.6 0.28.1 0.34.4 0.01.0 0.14.4 0.78.4	560 2810 3440 100 1440 7840	M/s. Lodha Estate Pvt. Ltd.	30.08.2005	30.08.2005



टर्नन-२
दस्तावेज 6/2009
42/09

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195
6, Roz-a-Rio Apartments,
L. B. S. Road, Kamani,
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	7) Mahendra Rajaram Bhoir, 8) Vaishali Mahendra Bhoir, 9) Akshay Mahendra Bhoir, 10) Ankit Mahendra Bhoir (minor), by and through his father and natural guardian, 11) Raghunath Rajaram Bhoir. 12) Nanda Raghunath Bhoir, 13) Sandesh Raghunath Bhoir, (minor), by and through his father and natural guardian Raghunath Rajaram Bhoir, 14) Yogita Raghunath Bhoir, (minor), by and through his father and natural guardian Raghunath Rajaram Bhoir, 15) Rupesh Raghunath Bhoir (minor), by and through his father and natural guardian, Raghunath Rajaram Bhoir, 16) Nitin Rajaram Bhoir, 17) Dinesh Rajaram Bhoir, 18) Kunda Pramod Patil, 19) Manda Ramesh Patil- Bhoir, 20) Yamuna Bhachandra Bhoir, 21) Bhanumati Pramod Patil							
10.	1) Rukmini Janardan Bhoir, 2) Anibai Balaram Tare, 3) Shantabai Vasudeo Patil, 4) Muktabai Sakharam Patil, 5) Eknath Sakharam Patil, 6) Chandrahas Sakharam Patil, 7) Dayanand Sakharam Patil, 8) Dipak Eknath Patil, 9) Anil Eknath Patil, 10) Mangesh Chandrahas Patil, 11) Dinesh Chandrahas Patil, 12) Rohit Dayanand Patil	24	9	0.02.8	280	M/s. Shree Sainath Enterprises	13.12.2005 Not Regd.	13.12.2005
11	1) Hiranman Narayan Bhoir (Mukadam), 2) Smt. Anibai Rajaram Bhoir	27 27	2 8	0.06.8 0.02.5	680 250	M/s. Lodha Estate Pvt. Ltd.	25.08.2005 Regd No.5394/05 dtd.25.08.2005	25.08.2005
12.	1) Madhukar Motiram Patil, 2) Ratnaprab'ia Motiram Patil,	31	4	0.37.2	3720	M/s. Shree Sainath	22.11.2005 Regd	22.11.2005

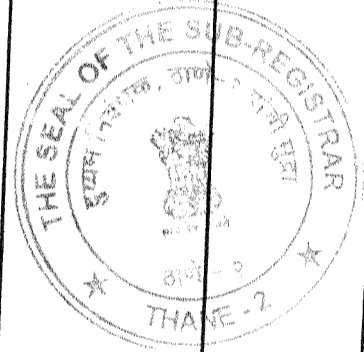
टर्नल-२
7
दस्त नं.मांक ४३/२००८
४३/०८

Pradīp Garach
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6, Roz-a-Rio Apartme nts,
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Kurla (West), Mumbai - 400 07C
Phone : 6500 5157

196

	3) Amit Madhukar Patil, 4) Chitra Jagannath Daki, 5) Uttara Kamlesh Patil, 6) Smita Girish Bhoir, 7) Ekta Nilesh Mokashi					Enterprises	No.7301/05 dtd.19.12.2005	
13.	1) Pandurang Narayan Bhoir, 27 2) Subhadra Pandurang Bhoir, 28 3) Ramesh Pandurang Bhoir, 4) Laxmi Kishor Gharat, 5) Asha Vikram Mhatre, 6) Santosh Pandurang Bhoir, 7) Savita Pandurang Bhoir	27 28	1 2	0.38.7 0.35.5	3870 3550	Mr. Mangal Prabhat Lodha	06.07.2004 Regd No.5286/04 dtd.06.07.2004	06.07.2004
14.	1) Laxmi Kisan Madhvi, 2) Darshan K. Madhvi, 3) Sachin K. Madhvi, 4) Jagruti K. Madhvi, 5) Anant L. Bhoir, 6) Narayan L. Bhoir,	24	10	0.10.6	1060	M/s. Lodha Estate Pvt. Ltd.	28.05.2005 Regd No.3808/05 dtd.30.06.2005 <i>Deed of Confirmation Dtd. 19.05.2005 Regd No.TNN5- 05519-2005 dtd.19.07.2005</i>	10.06.2005
15	1)Dukalibai Mahadev Mhatre, 2)Naresh Mahadev Mhatre, 3)Deepak Mahadev Mhatre, 4)Vasant Mahadev Mhatre, 5)Mukesh Mahadev Mhatre, 6)Sharada Shantaram Vaity, 7)Smt. Venubai Jairam Patil, 8) Vasudev Jairam Patil, 9) Sapna Vasudev Patil, 10) Hemant Vasudev Patil, 11) Prati Vasudev Patil, 12) Pratish Vasudev Patil (last nos. 10 and 12 represented by father and natural guardian Vasudev Jairam Patil), 13) Ankush Jairam Patil, 14) Manjula Raghunath Patil, 15) Tara Prakash Patil, 16) Laxmi Jairam Patil, 17) Asha Bharat Tandel	95 (Old) 183 (New)	12 12	0.12.1	1210	M/s. Lodha Estate Pvt. Ltd.	16.08.2005 Not Regd	16.01.2006
16	1) Ansuya Dashrath Kotkar, 2) Shakuntala Parsuram Mhatre, 3) Yadav Parsuram Mhatre, 4) Jayesh Yadav Mhatre, 5) Sar ket Yadav Mhatre,	24 26 26	8 (a) 4 9	0.03.3 0.06.3 0.10.1	330 630 1010	M/s. Lodha Estate Pvt. Ltd.	16.08.2005 Not Regd.	18.11.2006



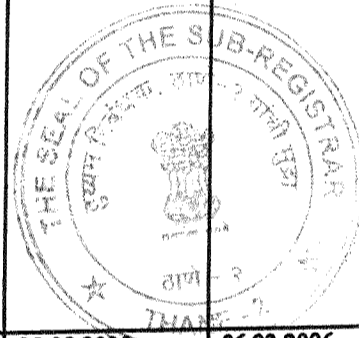
टॉन-२
दस्तावेज नं. 8 / 3098
यु. विले

197

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High Court, Bombay

6, Roz-a-Rio Apartments,
L. B. S. Road, Kamani,
Kurla (West), Mumbai - 400 070
Phone : 6500 5157

<p>6) Ashish Yadav Mhatre, (last nos. 3 to 5 are minors, represented by father and natural guardian Yadav Parsuram Mhatre), 7) Prema Pandharinath Tare, 8) Lata Ramesh Patil, 9) Jayshri Narayan Patil, 10) Manjishree Shiram Madhvi, 11) Vanita Naresh Mhatre, 12) Ansuya Dashrath Kotkar, 13) Murlidhar Dashrath Kotkar, 14) Surekha Murlidhar Kotkar, 15) Dinesh Murlidhar Kotkar, 16) Mayur Murlidhar Kotkar 17) Kavita Ajit Patil, 18) Nilkanth Dashrath Kotkar, 19) Anita Nilkanth Kotkar, 20) Rishikesh Nilkanth Kotkar being minor, represented by father and natural guardian Nilkanth Dashrath Kotkar, 21) Yeshwant Dashrath Kotkar, 22) Rekha Yeshwant Kotkar, 23) Jayesh Yeshwant Kotkar, 24) Kalpesh Yeshwant Kotkar, (Sr. Nos. 22 & 23, being minors, represented by father and natural guardian Yeshwant Dashrath Kotkar), 25) Pushpa Ramkrishna Bhoir, 26) Nanda Narayan Patil, 27) Naresh Keshav Patil, 28) Bhushan Keshav Patil</p>										
<p>17) 1) Kamlabai Deo Bhoir, 2) Madhukar Deo Bhoir, 3) Draupadi Madhukar Bhoir, 4) Shashikant Madhukar Bhoir, 5) Aruna Shashikant Bhoir, 6) Darpan Shashikant Bhoir, 7) Bhavesh Shashikant Bhoir (last Nos. 5 and 6, being minors, represented by his father and natural guardian Shashikant Madhukar Bhoir),</p>	31	8	0.12.1	1210	M/s. Shree Sainath Enterprises		28.08.2005	Regd No.1751/06 dtd.19.06.2006		06.03.2006



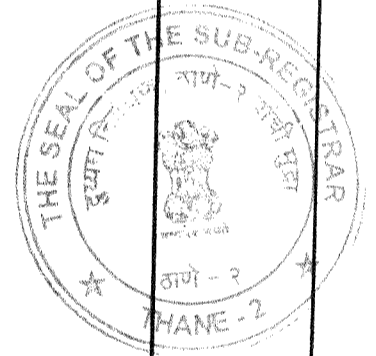
टर्न-२
दस्त कर्नांक ७००/२००९
५५/१६६

148

Pradip Garach
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High Court, Bombay

6, Roz-a-Rio Apartments,
L. B. S. Road, Kamani,
Kurla (West), Mumbai - 400 070
Phone : 6500 5157

	8) Bhushan Madhukar Bhoir, 9) Suresh Deo Bhoir, 10) Yojana Suresh Bhoir, 11) Ketan Suresh Bhoir, 12) Nikhil Suresh Bhoir (last nos.10 and 11, being minors, represented by his father and natural guardian Suresh Deo Bhoir), 13) Venubai M. Gharat.							
18.	1) Chandrakant Motiram Patil, 2) Anita Chandrakant Patil, 3) Dishank Chandrakant Patil, 4) Dakshata Chandrakant Patil, 5) Anant Motiram Patil, 6) Shalini Anant Patil, 7) Chirag Anant Patil, 8) Suresh Motiram Patil, 9) Sunita Suresh Patil, 10) Sanket Suresh Patil, 11) Savitri Pandharinath Madhvi, 12) Pushpa Dashrath Mhatre	25 25	7 11	0.62.3 0.04.3	6230 430	M/s. Shree Sainath Enterprises	17.11.2005	17.11.2005
19.	1) Vadibai Nana Bhoir, 2) Narayan Nana Bhoir, 3) Draupadi Narayan Bhoir, 4) Vijay Narayan Bhoir, 5) Kavita Pralhad Patil, 6) Lalita Arjun Mhatre, 7) Bhalchandra Nana Bhoir, 8) Chandra Bhalchandra Bhoir, 9) Chitra Bhalchandra Bhoir, 10) Nirmal Naresh Bhoir, 11) Harshada Naresh Bhoir, 12) Janardan Nana Bhoir, 13) Gulab Janardan Bhoir, 14) Darshana Janardan Bhoir, 15) Snehal Janardan Bhoir, 16) Yamuna Nathu Salvi, 17) Bebibai Narayan Thakur.	27	4	0.19.7	1970	M/s. Shree Sainath Enterprises	14.10.2005	14.10.2005
20.	1) Dhanaji Vithu Bhoir, 2) Laxmi Dhanaji Bhoir, 3) Vinod Dhanaji Bhoir, 4) Santosh Dhanaji Bhoir, 5) Manisha Dhanaji Bhoir, 6) Gurunath Dhanaji Bhoir, 7) Devidas Dhanaji Bhoir, 8) Usha Dhanaji Bhoir,	183 183	20 21	0.09.4 0.03.5	940 350	M/s. Shree Sainath Enterprises	23.12.2005	23.12.2005



टर्नन-२
दस्त क्रमांक १००१/२००९
१०
५९/१११

199

Pradip Garach
Advocate
High Court, Bombay

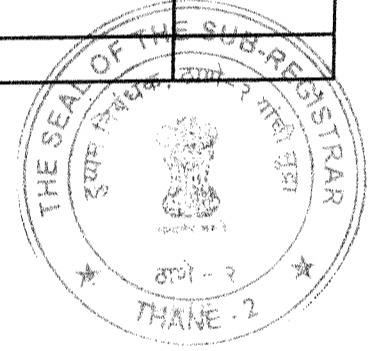
6, Roz-a-Rio Apartments,
L. B. S. Road, Kamani,
Kurla (West), Mumbai - 400 07C
Phone : 6500 5157

	9) Savitri Sitaram Patil, 10) Devka Balaram Patil.							
21.	1) Bhagirathi Gavtya Bhoir, 2) Janardan Gavtya Bhoir, 3) Dwarka Janardan Bhoir, 4) Vidyadhar Janardan Bhoir, 5) Chandan Janardan Bhoir, 6) Bharti Janardan Bhoir, 7) Damayanti Ganesh Bhagat, 8) Mohini Sunil Mhatre, 9) Motibai Arjun Mhatre, 10) Yenubai Ramchandra Patil, 11) Chandribai Krishna Mhatre, 12) Veenabai Vasant Bhoir	95 (Old) 183	22	0.10.6	1060	M/s. Shree Sainath Enterprises	25.11.2005	25.11.2005
22.	1) Eknath Krishna Bhoir, 2) Lata Eknath Bhoir, 3) Hemant Eknath Bhoir, 4) Pravin Eknath Bhoir, 5) Dattatray Krishna Bhoir, 6) Kusum Dattatray Bhoir, 7) Bhushan Dattatray Bhoir, 8) Amol Dattatray Bhoir, 9) Vasudev Krishna Bhoir, 10) Alka Vasudev Bhoir, 11) Mohan Krishna Bhoir, 12) Sarika Mohan Bhoir, 13) Naresh Krishna Bhoir, 14) Lalita Naresh Bhoir.	24	8B	0.10.1	1010	M/s. Lodha Dwellers Pvt. Ltd.	11.08.2006	11.08.2006
	Total			7.37.50	73750			

Dated this 30th day of April, 2008

Pradip Garach

Pradip Garach
Advocate High Court Bombay



टर्नॉल - २
दस्त कमांक <i>1000</i> / 2008
<i>yu/ee</i>

SUPPLEMENTAL REPORT ON TITLE

Re : Development of the lands bearing various Survey numbers, Hissa numbers and admeasurements lying being and situated at Village Majewade Taluka and District Thane

- 1) I had issued my Report on title dated 30th April 2008 in respect of the land more particularly described in the Column "B", "C" and "D" of the Schedule there under written (therein for the sake of brevity collectively referred to as "the said land").
- 2) While reiterating that Mangal Prabhat Lodha, Lodha Estate Pvt. Ltd., Shree Sainath Enterprises & Lodha Dwellers Pvt. Ltd., who are forming group companies of Lodha Group, are the Developers of the said land and subject to what is stated in my Report on title dated 30/04/2008, I confirm following:
- 3) In order to facilitate the development, by separate individual Agreement for Assignment and Assumption all dated 5th May 2008 executed by Mangal Prabhat Lodha, Lodha Estate Pvt. Limited and Lodha Dwellers Pvt. Ltd., in favour of Shree Sainath Enterprises, they have assigned and transferred to M/s. Shree Sainath Enterprises right, title and interest as well as benefits and advantages of their respective executed and registered Development Agreements (being Agreements enumerated in column "F" entered into executed and registered by Landowners with Mangal Prabhat Lodha, Lodha Estate Pvt. Limited and Lodha Dwellers Pvt. Ltd., for their respective lands more particularly described in Schedule of the said Report on Title) together with obligations and liabilities therein for their respective lands more particularly described in Annexure - A to their respective Agreement for Assignment and Assumption, being the same land mentioned in Schedule of my title report for consideration and on terms and conditions stated therein.
- 4) In view of the above, Shree Sainath Enterprises is now carrying out composite development of the entire land under the project known as "LODHA LUXXURIA".

Dated this 11th day of August, 2008


(Pradip Garach)
Advocate High Court Bombay

तल्ल-२
दस्ता क्रमांक १००१/२००८
५२/११

152

गांव नमुना सात (अधिकार अधिनियम ५.०८) क्र. - ११७/०८

पुस्तक क्रमांक	पुस्तक क्रमांक	पुस्तक क्रमांक	अंशदातारचे नाव
२८३	१६१७	१६१८	अशोक नारायण मोहन...

शे. प्र. (सातवाडी क्षेत्र प्रकल्प)

शे. प्र. (सातवाडी क्षेत्र प्रकल्प)	अंश	अंश	अंश
०-२३-०			

गांव नमुना बारा (अंशदाती क्षेत्र बारी)

अंश	अंश	अंश	अंश	अंश	अंश
१	२	३	४	५	६

गांव नमुना बारा (अंशदाती क्षेत्र बारी)

अंश	अंश	अंश	अंश	अंश	अंश
१	२	३	४	५	६

अंशदाती क्षेत्र प्रकल्प

अंश	अंश	अंश	अंश
०-०३-८			

गांव नमुना सात (अधिकार अधिनियम ५.०८) क्र. - ११७/०८

पुस्तक क्रमांक	पुस्तक क्रमांक	पुस्तक क्रमांक	अंशदातारचे नाव
२८४	१६१७	१६१८	अशोक नारायण मोहन...

शे. प्र. (सातवाडी क्षेत्र प्रकल्प)

शे. प्र. (सातवाडी क्षेत्र प्रकल्प)	अंश	अंश	अंश
०-२३-०			

गांव नमुना बारा (अंशदाती क्षेत्र बारी)

अंश	अंश	अंश	अंश	अंश	अंश
१	२	३	४	५	६

गांव नमुना बारा (अंशदाती क्षेत्र बारी)

अंश	अंश	अंश	अंश	अंश	अंश
१	२	३	४	५	६

अंशदाती क्षेत्र प्रकल्प

अंश	अंश	अंश	अंश
०-२३-४			

THE SEAL OF THE SUB-REGISTRAR

दर्जान-२
 दस्त क्रमांक १४०९/२००९
 १०/११

155

गांव नमुना सात (अधिकार अधिकृत पत्रक)

पुस्तक क्रमांक	पुस्तक प्रतिलिपय क्रमांक	पुस्तक पन्ना	केन्द्राधिकार क्षेत्र
प. क्र. २८५			३५८
केवले पत्रिका संख्या	०-०६-३		
पत्रिका क्षेत्र	इतर	अन्य	
प. क्र. (संपादकी क्षेत्र पत्रिका)	०-०६-३		
वर्ष (स)			
वर्ष (स)			
आकार	०१८८ ११७०		
पुत्री विभाग विवरण आकार			

गांव नमुना बारा (विभागीय क्षेत्र बंद)

वर्ष	दिनांक	विभागाधिकार क्षेत्र प्रमाणित										अधिकार क्षेत्र	
		विभागाधिकार क्षेत्र					विभागाधिकार क्षेत्र						

महाराष्ट्र शासन
 तलाठी मजिद
 ता. वि. ठाणे

गांव नमुना सात (अधिकार अधिकृत पत्रक)

पुस्तक क्रमांक	पुस्तक प्रतिलिपय क्रमांक	पुस्तक पन्ना	केन्द्राधिकार क्षेत्र
प. क्र. २८६			१२६४ ४७७
केवले पत्रिका संख्या	०-०६-३		
पत्रिका क्षेत्र	इतर	अन्य	
प. क्र. (संपादकी क्षेत्र पत्रिका)	०-०६-३		
वर्ष (स)			
वर्ष (स)			
आकार	०.३० ३६०		
पुत्री विभाग विवरण आकार			

गांव नमुना बारा (विभागीय क्षेत्र बंद)

वर्ष	दिनांक	विभागाधिकार क्षेत्र प्रमाणित										अधिकार क्षेत्र	
		विभागाधिकार क्षेत्र					विभागाधिकार क्षेत्र						

महाराष्ट्र शासन
 तलाठी मजिद
 ता. वि. ठाणे

गांव नमुना सात (अधिकार अधिकृत पत्रक)

पुस्तक क्रमांक	पुस्तक प्रतिलिपय क्रमांक	पुस्तक पन्ना	केन्द्राधिकार क्षेत्र
प. क्र. २८७			५३६ १२९३
केवले पत्रिका संख्या	०-०६-३		
पत्रिका क्षेत्र	इतर	अन्य	
प. क्र. (संपादकी क्षेत्र पत्रिका)	०-०६-३		
वर्ष (स)			
वर्ष (स)			
आकार	०८३३ १२६०		
पुत्री विभाग विवरण आकार			

गांव नमुना बारा (विभागीय क्षेत्र बंद)

वर्ष	दिनांक	विभागाधिकार क्षेत्र प्रमाणित										अधिकार क्षेत्र	
		विभागाधिकार क्षेत्र					विभागाधिकार क्षेत्र						

महाराष्ट्र शासन
 तलाठी मजिद
 ता. वि. ठाणे

गांव नमुना सात (अधिकार अधिकृत पत्रक)

पुस्तक क्रमांक	पुस्तक प्रतिलिपय क्रमांक	पुस्तक पन्ना	केन्द्राधिकार क्षेत्र
प. क्र. २८८			५३६ १२९३
केवले पत्रिका संख्या	०-०६-३		
पत्रिका क्षेत्र	इतर	अन्य	
प. क्र. (संपादकी क्षेत्र पत्रिका)	०-०६-३		
वर्ष (स)			
वर्ष (स)			
आकार	०८३३ १२६०		
पुत्री विभाग विवरण आकार			

गांव नमुना बारा (विभागीय क्षेत्र बंद)

वर्ष	दिनांक	विभागाधिकार क्षेत्र प्रमाणित										अधिकार क्षेत्र	
		विभागाधिकार क्षेत्र					विभागाधिकार क्षेत्र						

महाराष्ट्र शासन
 तलाठी मजिद
 ता. वि. ठाणे

टर्मिन-२
 दस्ता क्रमांक २०१९/२००९
 ६३/१९

167

गां. नं. क्र. ७ व १२

31/92

पुनरांकन क्र. ३८३ १२

पुनरांकन संख्या ३३६

पुनरांकन तिथि ०-१२-१

पुनरांकन स्थान ०-१२-१

पुनरांकन कारण ३१०६

पुनरांकन प्रकार २१०६

पुनरांकन स्थिति २१०६

क्र. सं.	प्लॉट सं.	विभाजन/अंश										कुल क्षेत्रफल	शेखर सं.	
		1	2	3	4	5	6	7	8	9	10			

प्रस्तावित अंश संख्या : एकल अंश संख्या : जारी

सहायक निदेशिका संख्या : ३३६

सहायक निदेशिका तिथि : ०१/१२/१२

गांव नमुना सात (अधिकार अधिकृत पत्रक)

सं. - माहिती

पुनरांकन क्र. ३१

पुनरांकन संख्या ३३६

पुनरांकन तिथि ०-१२-१

पुनरांकन स्थान ०-१२-१

पुनरांकन कारण ३१०६

पुनरांकन प्रकार २१०६

पुनरांकन स्थिति २१०६

क्र. सं.	प्लॉट सं.	विभाजन/अंश										कुल क्षेत्रफल	शेखर सं.	
		1	2	3	4	5	6	7	8	9	10			

प्रस्तावित अंश संख्या : एकल अंश संख्या : जारी

सहायक निदेशिका संख्या : ३३६

सहायक निदेशिका तिथि : ०१/१२/१२

गांव नमुना सात (अधिकार अधिकृत पत्रक)

सं. - माहिती

पुनरांकन क्र. ११

पुनरांकन संख्या ३३६

पुनरांकन तिथि ०-१२-१

पुनरांकन स्थान ०-१२-१

पुनरांकन कारण ३१०६

पुनरांकन प्रकार २१०६

पुनरांकन स्थिति २१०६

क्र. सं.	प्लॉट सं.	विभाजन/अंश										कुल क्षेत्रफल	शेखर सं.	
		1	2	3	4	5	6	7	8	9	10			

प्रस्तावित अंश संख्या : एकल अंश संख्या : जारी

सहायक निदेशिका संख्या : ३३६

सहायक निदेशिका तिथि : ०१/१२/१२

गांव नमुना सात (अधिकार अधिकृत पत्रक)

सं. - माहिती

पुनरांकन क्र. ११

पुनरांकन संख्या ३३६

पुनरांकन तिथि ०-१२-१

पुनरांकन स्थान ०-१२-१

पुनरांकन कारण ३१०६

पुनरांकन प्रकार २१०६

पुनरांकन स्थिति २१०६

क्र. सं.	प्लॉट सं.	विभाजन/अंश										कुल क्षेत्रफल	शेखर सं.	
		1	2	3	4	5	6	7	8	9	10			

प्रस्तावित अंश संख्या : एकल अंश संख्या : जारी

सहायक निदेशिका संख्या : ३३६

सहायक निदेशिका तिथि : ०१/१२/१२

टर्न-२

दस्त क्रमांक ४४११/२००९

२२/१२

क्र.महसूल /क-१/टे १/एनएपी/एसआर २५२/२००७

जिल्हाधिकारी कार्यालय ठाणे

दिनांक 127 DEC 2007

वाचले :-

- १) श्री. किसन वामन भोईर व इतर यांचे कु.मु. श्री. राजेंद्र एन. लोढा, रा. २ रा मजला, २१६ शाह अँड नहार इंडस्ट्रियल इस्टेट, डॉ. मोझेस रोड, वरळी, मुंबई ता जि ठाणे यांचा दि. २६/११/२००७ रोजीचा अर्ज.
- २) अपर जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरी संकुलन ठाणे यांचे कडील आदेश क्र.
 - १)क्र.युएलसी/टिए/माजिघडे/एसआर-७७ दि.१४/९/८३
 - २)क्र.युएलसी/टिए/बाळकुम/एसआर-१७४ दि.२५/३/८३
 - ३)क्र.युएलसी/टिए/बाळकुम/एस आर-१६४ दि.१९/१०/८८
 - ४)क्र.युएलसी/टिए/माजिघडे/एस-१३८ दि.२३/१/८५
 - ५)क्र.युएलसी/टिए/टे.नं.१/ माजिघडे/एसआर-३६० दि.२०/३/०६
 - ६)क्र.युएलसी/टिए/टे.नं.१/ बाळकुम/एसआर-२८४ दि.१२/७/०७
 - ७)क्र.युएलसी/टिए/टे.नं.१/ बाळकुम/एसआर-१६८ दि.८/६/०६
 - ८)क्र.युएलसी/टिए/टे.नं.१/ माजिघडे/एसआर-२६५ दि.८/६/०६
 - ९)क्र.युएलसी/टिए/माजिघडे/एसआर-५६ दि.३०/१२/८३
 - १०)क्र.युएलसी/टिए/टे.नं.१/ माजिघडे/एसआर-३५९ दि.१८/२/०६
 - ११)क्र.युएलसी/टिए/टे.नं.१/ माजिघडे/एसआर-३६२ दि.२०/३/०६
 - १२)क्र.युएलसी/टिए/बाळकुम/एसआर-६४ दि.२९/३/८५
 - १३)क्र.युएलसी/टिए/माजिघडे/एसआर-३४ दि.२८/८/८४
 - १४)क्र.युएलसी/टिए/माजिघडे/एसआर-६८/६९ दि.
 - १५)क्र.युएलसी/टिए/माजिघडे/एसआर-२८ दि. /४/८९
 - १६)क्र.युएलसी/टिए/बाळकुम/एसआर-४६ दि.२६/११/८७
 - १७)क्र.युएलसी/टिए/टे.नं.१/बाळकुम/एसआर-४९ दि.२१/१०/२०००
 - १८)क्र.युएलसी/टिए/एटीपी/डब्ल्युएसएचएस-२०/एसआर-१७९४/१७९६/१७९९/१७९ दि.२६/६/०७
 - १९)क्र.युएलसी/टिए/टे.१/एसआर-१३ दि.२०/३/०६
 - २०)क्र.युएलसी/टिए/टे.१/एसआर-१४ दि.२०/३/०६
 - २१)क्र.युएलसी/टिए/टे.१/एसआर-१३ दि. ३/४/०७
- ३) ठाणे महानगरपालिका, यांचे कडील मंजूर विकास बांधकाम परवानगी क्र.व्हीपी नं २००५/१४० /टीएमसी/टीडीडी/५९५ दि. २७/११/२००७
- ४) सामान्य शाखा(भूसंपादन)यांचे कडील पत्र क्र.सामान्य/का-४/टे-३/भूसं/एसआर- ८०६ दि. १८/१२/२००७
- ५) दिनांक १/१२/२००७ रोजीच्या दैनिक ' दिनमान ' मधील जाहीरनामा
- ६) अर्जदार यांचे दि. १३/१२/२००७ रोजीचे हमीपत्र तसेच कुळमुखत्यारधारकाचे सत्यप्रतिष्ठापत्र
- ७) उप विभागीय अधिकारी ठाणे विभाग ठाणे यांचेकडील आदेश क्र. टीडी/टे-६/कुव/विप/ एसआर-३५/०७ दिनांक ९/४/२००७
- ८) उप विभागीय अधिकारी ठाणे विभाग ठाणे यांचेकडील आदेश क्र. टीडी/टे-६/कुव/विप/ एसआर-२१३/०७ दिनांक ७/११/२००७

आदेश :-

ज्या अर्धी, श्री. किसन वामन भोईर व इतर यांचे कु.मु. श्री. राजेंद्र एन. लोढा, रा. २ रा मजला, २१६ शाह अँड नहार इंडस्ट्रियल इस्टेट, डॉ. मोझेस रोड, वरळी, मुंबई, ता जि ठाणे यांनी ठाणे जिल्हयातील ठाणे तालुक्यातील मौजे- माजिघडे येथील स.नं. २३, २४/१ ते ७, ८अ, ८ब, ९, १०, २५/७, ८, १०, ११, २६/२, ४, ७, ९, ११, १२, २७/१, २, ४ ते १०, १२/१ ते ५, २९/७, ८, ९, ३१/४, ५, ६, ८ मधील क्षेत्र ७०,१९०-०० चौ.मी. व मौजे - बाळकुम येथील स.नं. ९५/१२, २०, २१, २२ मधील क्षेत्र ३५६०-०० चौ.मी. असे एकूण क्षेत्र ७३,७५०-०० चौ.मि. क्षेत्राची जमिनीची रहिवास व वाणिज्य या बिगर शेतकी प्रयोजनार्थ थापर करण्याची परवानगी मिळण्याबाबत अर्ज केलेला आहे.



दस्तावेज - २
दस्तावेज क्रमांक ७९/१८६, २००९
७९/१८६

आणि ज्या अर्थी दि.१/१२/२००७ रोजी अर्जदार यांनी दैनिक 'दिनमान' या स्थानिक वृत्तपत्रात जाहिरनामा प्रसिध्द करणेत आला होता. त्या अनुषंगाने या कार्यालयात विहित मुदतीत एकही तक्रार /हरकत या कार्यालयास प्राप्त झालेली नाही.

त्या अर्थी आता महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४४ अन्वये जिल्हाधिकारी ठाणे यांच्याकडे निहित करण्यात आलेल्या अधिकारांचा वापर करून जिल्हाधिकारी याद्वारे १)किसन वामन भोईर, २)यमुनाबाई भालचंद्र भोईर, ३)भानुमती प्रमोद पाटील, ४)अनंत बाळा पाटील, ५)जगन्नाथ बाळा पाटील, ६)इंद्रपाल बाळा पाटील, ७)महेंद्र वासुदेव पाटील, ८)योगेश्वर वासुदेव पाटील, ९)गोपिनाथ कृष्णा पाटील, १०)हरेश कृष्णा पाटील, ११)दिपाली मधुकर पाटील, १२)संगिता गणेश पाटील, १३)कमळीबाई शिवराम राऊत, १४)जयवंती यादव पाटील, १५)रोहीणी यादव पाटील, १६)इनुमंता कृष्णा पाटील, १७)हौशी कृष्णा पाटील, १८)श्वेता कृष्णा पाटील, १९)दिनकर तन भंडारी, २०)अनुराधा संतोष आंबेडकर, २१)मोतिराम पांडुरंग भोईर, २२)भिमाबाई दत्तात्रेय पाटील, २३)धर्मीबाई विठ्ठल भोईर, २४)रघुनाथ पांडुरंग भोईर, २५)गोपिनाथ पांडुरंग भोईर, २६)काशिनाथ पांडुरंग भोईर, २७)मधुकर पांडुरंग भोईर, २८)लक्ष्मीबाई नाना वैती, २९)पांडुरंग नारायण भोईर, ३०)सुनिल रघुनाथ भोईर, ३१)रविंद्र रघुनाथ भोईर, ३२)प्रकाश रघुनाथ भोईर, ३३)पंकज रघुनाथ भोईर, ३४)प्रज्ञा महेंद्र रायकर, ३५)रुक्मिणी रघुनाथ भोईर, ३६)बामाबाई गजानन पाटील, ३७)यमुनाबाई काशिनाथ हजारे, ३८)अनंता यशवंत भोईर, ३९)नारायण यशवंत भोईर, ४०)सौदागर यशवंत भोईर, ४१)नर्मदा देवानंद भोईर, ४२)मिना बाबुराव इताडकर, ४३)लता बाळकृष्ण, ४४)अरुणा अनंत पाटील, ४५)अनुसया दशरथ कोटकर, ४६)शकुंतला जोमा म्हात्रे, ४७)नरेश केशव पाटील, ४८)भूषण केशव पाटील, ४९)एकनाथ कृष्णा भोईर, ५०)दत्तात्रेय कृष्णा भोईर, ५१)वासुदेव कृष्णा भोईर, ५२)मोहन कृष्णा भोईर, ५३)नरेश कृष्णा भोईर, ५४)जया हरीचंद्र वैती, ५५)मिना प्रकाश कोटकर, ५६)अनुबाई बाळाराम तरे, ५७)रुक्मिणीबाई गोमा म्हसकर, ५८)शांता वासुदेव पाटील, ५९)मुक्ताबाई सखाराम पाटील, ६०)लक्ष्मी किसन मढवी, ६१)दर्शन किसन मढवी, ६२)सचिन किसन मढवी, ६३)योगिता नवनाथ मढवी, ६४)जागृती किसन मढवी, ६५)मधुकर मोतिराम पाटील, ६६)जनार्दन मोतिराम पाटील, ६७)सुरेश मोतिराम पाटील, ६८)चंद्रकांत मोतिराम पाटील, ६९)अनंत मोतिराम पाटील, ७०)सावित्रीबाई मोतिराम मढवी, ७१)पुष्पा दशरथ म्हात्रे, ७२)जयश्री रामचंद्र पाटील, ७३)परेश रामचंद्र पाटील, ७४)सनी रामचंद्र पाटील, ७५)संगिता रामचंद्र पाटील, ७६)रामचंद्र दामा भोईर, ७७)नामदेव दामा भोईर, ७८)इंदुबाई नारायण मढवी, ७९)मोतुबाई काशिनाथ पाटील, ८०)लक्ष्मी प्रभाकर मुलुंडकर, ८१)हिरुबाई अनंत भोईर, ८२)प्रकाश अनंत भोईर, ८३)सुलोचना हरेश म्हात्रे, ८४)सुगंधा सत्यवान पाटील, ८५)मिना अरुण खारकर, ८६)सुवर्णा विजय पाटील, ८७)पांडुरंग नारायण भोईर, ८८)हिरामण नारायण मुकादम, ८९)अनिबाई राजाराम भोईर, ९०)नारायण नाना भोईर, ९१)अर्जुन गणू म्हात्रे, ९२)विठाबाई हरिश्चंद्र पाटील, ९३)बाळकृष्ण गजानन म्हात्रे, ९४)अनंत गजानन म्हात्रे, ९५)तुळशिराम गजानन म्हात्रे, ९६)पार्वती नामदेव म्हात्रे, ९७)लिला काशिनाथ पाटील, ९८)लक्ष्मी तुळशीदास पाटील, ९९)मेहरुन्निसा इस्माईल शेख, १००)भास्कर नारायण भोईर, १०१)धनाजी नारायण भोईर, १०२)विठाबाई गजानन पाटील, १०३)जाईबाई लक्ष्मण भोईर, १०४)पुंडलिक लक्ष्मण भोईर, १०५)सुभाष लक्ष्मण भोईर, १०६)भगवान लक्ष्मण भोईर, १०७)ताराबाई लक्ष्मण भोईर, १०८)वासंती लक्ष्मण भोईर, १०९)निर्मला लक्ष्मण भोईर, ११०)दत्तात्रेय गजानन पाटील, १११)जनार्दन गजानन पाटील, ११२)निळकंठ गजानन पाटील, ११३)संजय गजानन पाटील, ११४)नयना अरुण म्हात्रे, ११५)सईबाई बारकु पाटील, ११६)विमल रमेश फुलोरे, ११७)रमेश नारायण भोईर, ११८)चंद्रकांत नारायण भोईर, ११९)रघुनाथ नारायण भोईर, १२०)सदानंद नारायण भोईर, १२१)जनार्दन नारायण भोईर, १२२)प्रकाश नारायण भोईर, १२३)सखुबाई गजानन पाटील, १२४)इंदुबाई काशिनाथ गायकर, १२५)मधुकर मोतिराम पाटील, १२६)मधुकर देवू भोईर, १२७)वेणुबाई जयराम पाटील, १२८)दुकारुबाई हरी भोईर, १२९)धनाजी विठू भोईर, १३०)देवकीबाई बाळाराम पाटील, १३१)सावित्रीबाई सिताराम पाटील, १३२)मागीरीबाई गवत्या भोईर, १३३)जनार्दन गवत्या भोईर, १३४)मोतीबाई अर्जुन म्हात्रे, १३५)वेणुबाई रामचंद्र पाटील, १३६)चंद्रीबाई कृष्णा म्हात्रे, १३७)जयराम मारुती भोईर, १३८)शिवदास मारुती भोईर, १३९) लिलाधर मारुती भोईर, १४०)धिणाबाई वसंत भोईर, रा.माजिवडे, ता जि ठाणे यांना ठाणे तालुक्यातील मौजे- माजिवडे व मौजे - बाळकृम येथील परिशिष्ट अ मध्ये नमुद असलेल्या स.नं. चे एकूण क्षेत्र ७३,७५०-०० चौ.मि. क्षेत्रापैकी ठाणे महानगरपालिकेच्या मंजूर नकाशानुसार ७३,६९९-८८ चौ.मी

टर्मिन-२

दस्त क्रमांक ७०१/२००९

७२/१६

क्षेत्रापैकी ४६००४-१७ चौ.मी. रविवास ब ३०४२-०७ चौ.मी. वाणिज्य बिगर शेतकी प्रयोजनार्थ वापर करण्या बाबत पुढील शर्तीवर अनुज्ञा (परमीशन) देण्यांत येत असून ठाणे महानगरपालिके कडील मंजूर बांधकाम नकाशानुसार खालील क्षेत्रावर बांधकाम अनुज्ञेय नाही.

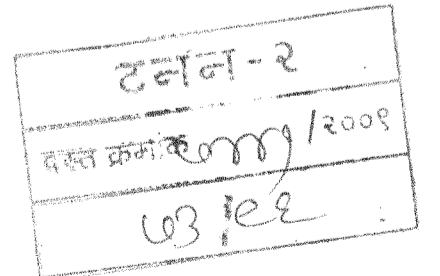
१.	४० मि.डी.पी. रोड	७०७०-७४ चौ.मी.
२.	४० मि.डी.पी. रोड	१९५०-८२ चौ.मी.
३.	३० मि. एच.सी.एम.टी.आर.	४८९६-२८ चौ.मी.
४.	३० मि. एच.सी.एम.टी.आर. (डी.झोन)	३०२७-६८ चौ.मी.
५.	आर.जी. चें क्षेत्र	५०८६-८६ चौ.मी.
६.	आरक्षित (कारशेड)	२६२१-२६ चौ.मी.

एकूण

२४,६५३-६४ चौ.मी.

त्या शर्ती अशा:-

१. ही परवानगी अधिनियम त्याखालील केलेले नियम यांना अधिन ठेवून देण्यांत आलेली आहे.
२. अनुज्ञाप्राप्ती व्यक्तीने (प्रॅटीने) अशा जमीनीचा वापर व त्यावरील इमारतीच्या आणि किंवा अन्य बांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यास परवानगी देण्यांत आली असेल त्या प्रयोजनार्थ केवळ केला पाहिजे. आणि त्याने अशी जमीन किंवा तिचा कोणताही भाग किंवा अशी इमारत यांचा इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाणे यांच्याकडून तशा अर्थाची आगाऊ लेखी परवानगी मिळविल्याशिवाय वापर करता कामा नये. इमारतीच्या वापरावरून जमीनीचा वापर ठरविण्यांत येईल.
३. अशी परवानगी देणा-या प्राधिका-याकडून अशा भूखंडाची किंवा त्यांचे जे कोणतेही उपभूखंड करण्या बाबत मंजूरी मिळाली असेल त्या उपभूखंडाची आणखी पोट विभागणी करता कामा नये.
४. अनुज्ञाप्राप्ती व्यक्तीने (अ) जिल्हाधिकारी व संबंधित नगरपालिका प्राधिकरण यांचे समाधान होईल अशा रीतीने अशा जमीनीत रस्ते, गटारे वगैरे बांधून आणि (ब) भूमापन विभागा कडून अशा भूखंडाची मोजणी व त्यांचे सीमांकन करून ती जमीन या आदेशाच्या तारखे पासून एक वर्षाच्या आंत मंजूर आराखड्या प्रमाणेच काटेकोरपणे विकसित केली पाहिजे. आणि अशा रीतीने ती जमीन विकसित केली जाई पर्यंत त्या जमीनीची कोणत्याही रीतीने विल्हेवाट लावता कामा नये.
५. अनुज्ञाप्राप्ती व्यक्तीस असा भूखंड विकासाचा असेल किंवा त्यांनी इतर प्रकारे विल्हेवाट लावायची असेल तर अशा अनुज्ञाप्राप्ती व्यक्तीने तो भूखंड या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीचे पालन करूनच विकणे किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विल्हेवाट लावणे आणि त्यांचे निष्पादित केलेल्या विलेखात तसा खास उल्लेख करणे हे त्यांचे कर्तव्य असेल.
६. या सोबत जोडलेल्या स्थळ आराखड्यात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट केल्या प्रमाणे इतक्या जोते क्षेत्रावर बांधकाम करण्या विषयी ही परवानगी देण्यांत आलेली आहे. सदर भूखंडातील नकाशात दर्शविल्या प्रमाणेच उर्वरित क्षेत्र विना बांधकाम मोकळे सोडले पाहिजे.
- ६अ) प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्या पेक्षा जास्त मजल्याचे असू नये.
७. प्रस्तावित इमारत किंवा कोणतेही काम (असल्यास) त्यांच्या बांधकामास सुरुवात करण्यापूर्वी अनुज्ञाप्राप्ती व्यक्तीने (प्रॅटीने) ठाणे महानगरपालिका यांची असे बांधकामकरण्याविषयाची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर बंधनकारक असेल.
- ८ अनुज्ञाप्राप्ती व्यक्तीने सोबत जोडलेल्या नकाशात दर्शविल्याप्रमाणे सीमांतिक मोकळे अंतर (ओपन मार्जीनल डिस्टेंस) सोडले पाहिजे. ६



क्षेत्रापैकी ४६००४-१७ चौ.मी. रठिवास व ३०४२-०७ चौ.मी. वाणिज्य बिगर शेतकी प्रयोजनार्थ वापर करण्या बाबत पुढील शर्तीवर अनुज्ञा (परमीशन) देण्यांत येत असून ठाणे महानगरपालिके कडील मंजूर बांधकाम नकाशानुसार खालील क्षेत्रावर बांधकाम अनुज्ञेय नाही.

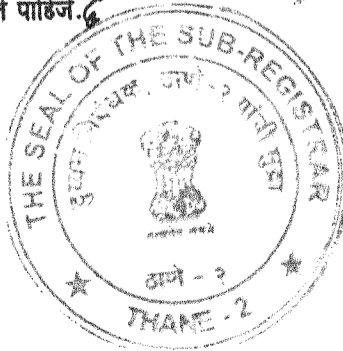
१.	४० मि.डी.पी. रोड	७०७०-७४ चौ.मी.
२.	४० मि.डी.पी. रोड	१९५०-८२ चौ.मी.
३.	३० मि. एच.सी.एम.टी.आर.	४८९६-२८ चौ.मी.
४.	३० मि. एच.सी.एम.टी.आर. (डी.झोन)	३०२७-६८ चौ.मी.
५.	आर.जी. चे क्षेत्र	५०८६-८६ चौ.मी.
६.	आरक्षित (कारशेड)	२६२१-२६ चौ.मी.

एकुण

२४,६५३-६४ चौ.मी.

त्या शर्ती अशा:-

१. ही परवानगी अधिनियम त्याखालील केलेले नियम यांना अधिन ठेवून देण्यांत आलेली आहे.
२. अनुज्ञाप्राप्ती व्यक्तीने (ग्रेटीने) अशा जमीनीचा वापर व त्यावरील इमारतीच्या आणि किंवा अन्य बांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यास परवानगी देण्यांत आली असेल त्या प्रयोजनार्थ केवळ केला पाहिजे. आणि त्याने अशी जमीन किंवा तिचा कोणताही भाग किंवा अशी इमारत यांचा इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाणे यांच्याकडून तशा अर्थाची आगाऊ लेखी परवानगी मिळविल्याशिवाय वापर करता कामा नये. इमारतीच्या वापरावरून जमिनीचा वापर ठरविण्यांत येईल.
३. अशी परवानगी देणा-या प्राधिका-याकडून अशा भूखंडाची किंवा त्यांचे जे कोणतेही उपभूखंड करण्या बाबत मंजूरी मिळाली असेल त्या उपभूखंडाची आणखी पोट विभागणी करता कामा नये.
४. अनुज्ञाप्राप्ती व्यक्तीने (अ) जिल्हाधिकारी व संबंधित नगरपालिका प्राधिकरण यांचे समाधान होईल अशा रीतीने अशा जमीनीत रस्ते, गटारे वगैरे बांधून आणि (ब) भूमापन विभागा कडून अशा भूखंडाची मोजणी व त्यांचे सीमांकन करून ती जमीन या आदेशाच्या तारखे पासून एक वर्षाच्या आंत मंजूर आराखड्या प्रमाणेच काटेकोरपणे विकसित केली पाहिजे. आणि अशा रीतीने ती जमीन विकसित केली जाई पर्यंत त्या जमीनीची कोणत्याही रीतीने विल्हेवाट लावता कामा नये.
५. अनुज्ञाप्राप्ती व्यक्तीस असा भूखंड विकावयाचा असेल किंवा त्यांनी इतर प्रकारे विल्हेवाट लावायची असेल तर अशा अनुज्ञाप्राप्ती व्यक्तीने तो भूखंड या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीचे पालन करूनच विकणे किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विल्हेवाट लावणे आणि त्यांचे निष्पादित केलेल्या विलेखात तसा खास उल्लेख करणे हे त्यांचे कर्तव्य असेल.
६. या सोबत जोडलेल्या स्थळ आराखड्यात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट केल्या प्रमाणे इतक्या जोते क्षेत्रावर बांधकाम करण्या विषयी ही परवानगी देण्यांत आलेली आहे. सदर भूखंडातील नकाशात दर्शविल्या प्रमाणेच उर्वरित क्षेत्र विना बांधकाम मोकळे सोडले पाहिजे.
- ६अ) प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्या पेक्षा जास्त मजल्याचे असू नये.
७. प्रस्तावित इमारत किंवा कोणतेही काम (असल्यास) त्यांच्या बांधकामास सुरुवात करण्यापूर्वी अनुज्ञाप्राप्ती व्यक्तीने (ग्रेटीने) ठाणे महानगरपालिका यांची असे बांधकामकरण्याविषयाची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर बंधनकारक असेल.
८. अनुज्ञाप्राप्ती व्यक्तीने सोबत जोडलेल्या नकाशात दर्शविल्याप्रमाणे सीमांतिक मोकळे अंतर (ओपन मार्जिनल डिस्टेंसेस) सोडले पाहिजे.



टर्नल-२
दस्त क्रमांक ७११/२००९
७/१६

९. या आदेशाच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाप्राप्ती व्यक्तीने अशा जमीनीच्या बिगर शेती प्रयोजनासाठी वापर करण्यास सुरुवात केली पाहिजे. मात्र वेळोवेळी असा कालावधी वाढविण्यांत आला असेल तर ती गोष्ट अलाहिदा. अनुज्ञाप्राप्ती व्यक्तीने उपरोक्त प्रमाणे न केल्यास ही परवानगी रद्द करण्यांत आली असल्याचे समजण्यांत येईल.

१०. अनुज्ञाप्राप्ती व्यक्तीने अशा जमीनीचे बिगर शेती प्रयोजनार्थ वापर करण्यास ज्या दिनांका पासून सुरुवात केली असेल किंवा ज्या दिनांकास त्याने अशा जमीनीच्या वापरात बदल केला असेल तर तो दिनांक त्याने एक महिन्याच्या आंत तलाठ्या मार्फत ठाणे तहसिलदारांस कळविले पाहिजे. जर तो असे करण्यास चुकेल तर महाराष्ट्र जमीन महसूल (जमीनीच्या वापरातील बदल व बिगरशेतकी आकारणी) नियम १९६९ मधील नियम ६ अन्वये त्याच्यावर कार्यवाही करण्यास असा अनुज्ञाप्राप्ती पात्र ठरेल.

सदर आदेशाच्या दिनांकापासून सदर अनुज्ञाप्राप्तीने त्या जमीनीच्या संबंधात वर चौ.मी. मागे रुपये दराने बिगर शेती आकारणी दिली पाहिजे. किंवा परवानगीच्या तारखेच्या पूर्वलक्षी प्रभावाने अथवा त्यानंतर अंमलात येणारे बिनशेती दराने बिनशेती आकार देणे बंधनकारक राहिल. अशा जमीनीच्या वापरात कोणत्याही प्रकारचा बदल करण्यांत आला तर त्या प्रसंगी निराळ्या दराने बिगर शेती आकारणीच्या हमीची मुदत अजून समाप्त व्हावयाची आहे ही गोष्ट विचारांत घेण्यांत येणार नाही.

१२. सदर जागेची अती तातडीची मोजणी फी रक्कम रु. १,१२,५००/- (अक्षरी रु. एक लाख बारा हजार पाचशे मात्र) घलन क्र.७४१/२००७ दिनांक २७/१२/२००७ अन्वये शासन जमा केली आहे.

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

१४. सदर जमीनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाप्रीने अशा जमीनीवर आवश्यक ती इमारत बांधली पाहिजे. अन्यथा सदरहू आदेश रद्द समजण्यांत येईल. व अनुज्ञाप्राप्ती यांना अकृषिक परवानगीसाठी नव्याने अर्ज सादर करावा लागेल.

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

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

१७. जमीनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक महिन्याच्या कालावधीत अनुज्ञाप्रीने महाराष्ट्र जमीन महसूल (जमीनीच्या वापरात बदल व बिगरशेतकी आकारणी) नियम १९६९ यातील अनुसूची पाच मध्ये दिलेल्या नमुन्यात एक सनद करून देऊन तीत या आदेशातील सर्व शर्ती समाविष्ट करणे त्यास बंधनकारक असेल.

१८अ. या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीपैकी कोणत्याही शर्तीचे अनुज्ञाप्रीने व्यक्तीने उल्लंघन केल्यास उक्त अधिनियमाच्या उपबंधान्वये असा अनुज्ञाप्रीने ज्या कोणत्याही शास्तीस पात्र ठरेल त्या शास्तीस बाधा न येऊ देता ठाण्याच्या जिल्हाधिका-यास तो निर्दिष्ट करेल असा



टर्मिन-२
दस्तावेजांक ७७७/२००९
७५/१६

दंड आणि आकारणी भरल्यानंतर उक्त जमीन किंवा भूखंड अर्जदाराच्या ताब्यात राहू घेण्याचा अधिकार असेल.

१८ब. वरील खंड अ) मध्ये काहीही अंतर्भूत असले तरीही या परवानगीच्या तरतूदीविरुद्ध जाऊन कोणतीही इमारत किंवा बांधकाम उभे करण्यात आले असेल किंवा तरतूदी विरुद्ध या इमारतीच्या किंवा बांधकामाचा वापर करण्यात आला असेल तर विनिर्दिष्ट मुदतीच्या आत अशा रीतीने उभारलेली इमारत काढून टाकण्या विषयी किंवा तीत फेरबदल करण्याविषयी ठाण्याच्या जिल्हाधिका-याने निर्देश देणे विधी संमत असेल. तसेच ठाण्याच्या जिल्हाधिका-याला अशी इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे काम करवून घेण्याचा किंवा त्या प्रीत्यर्थ आलेला खर्च अनुज्ञाप्राही व्यक्तीकडून जमीन महसुलाची धकबाकी म्हणून वसूल करून घेण्याचा अधिकार असेल.



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

२०. अनुज्ञाप्राही यांनी बिगरशेतकी आकारणीच्या पाचपट रक्कम रु. ४,४९,८६४/- (अक्षरी रु. चार लाख एकोणपन्नास हजार आठशे चौसष्ठ मात्र) रूपांतरीत कर (कन्व्हर्शन टॅक्स) म्हणून तहसिलदार ठाणे यांचे कडील पावती क्र. ०२४८५७० दि. २७/१२/२००७ अन्वये सरकार जमा केली आहे.

२१. अनुज्ञाप्राही यांनी ठाणे महानगरपालिका यांचे कडील मंजूर नकाशाबरहुकुमच बांधकाम केले पाहिजे.

२२. अनुज्ञाप्राही यांनी ठाणे महानगरपालिका यांचे कडिल बांधकाम नकाशा व्यतिरिक्त जादा बांधकाम केल्यास अगर बांधकामा मध्ये बदल करून जादा चटईक्षेत्र निर्देशांक वापरल्यास अनुज्ञाप्राही हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्वये फौजदारी, स्वरुपाचा गुन्हा दाखल करण्यास पात्र रहातील व असे जादा बांधकाम दूर करण्यास पात्र राहील.

२३. अर्जदार यांनी जागेच्या मालकी हक्काबाबत जागेवर येणेजाणेसाठी रस्ता असलेबाबत, कुळमुखत्यार पत्राचे वैधतेबाबत सदर जागेबाबत कोणत्याही न्यायालयात दावा प्रलंबित नसलेबाबत प्रतिज्ञालेख दिनांक १३/१२/२००७ रोजी दिलेला आहे. सदर प्रतिज्ञालेखातील सर्व अटी व शर्ती अनुज्ञाप्राही वर बंधनकारक राहतील. सदर प्रतिज्ञापत्रातील सर्व अटी व शर्ती पैकी एकाही अटीचे उल्लंघन झालेस दिलेली परवानगी रद्द होईल.

२४. जागेच्या भुसंपादनाबाबत काही प्रश्न उद्भवल्यास त्याचे निरसन करणेची जबाबदारी सर्वस्वी अनुज्ञाप्राही यांचेवर राहील.

२५. अपर जिल्हाधिकारी व सक्षम प्राधिकारी, ठाणे नागरी संकुलन ठाणे यांचे कडील आदेश क्र.युएलसी/टिए/एटीपी/डब्ल्युएसएचएस-२०/एसआर-१७९४, १७९६, १७९९, १७९ दि.२६/६/०७ अन्वये प्रश्नांकित जागेमध्ये नागरी कमाल जमीन धारणा कायद्यांतर्गत कलम २० खालील योजना आदेश पारीत केलेले आहेत. ना.ज.क.धा. कायद्यांतर्गत कलम २० खालील योजना आदेशात नमुद केलेप्रमाणे ठराविक मापाच्या सदनिका शासनास विहित मुदतीत देणे अर्जदार यांचेवर बंधनकारक राहील.



सही/-
(एस एस झेंडे)
जिल्हाधिकारी ठाणे

प्रति,
श्री. किसन वामन भोईर व इतर
रा माजिवडे, ता जि ठाणे



निर्गमित केले
०१/१२/०७
जिल्हाधिकारी ठाणे करिता

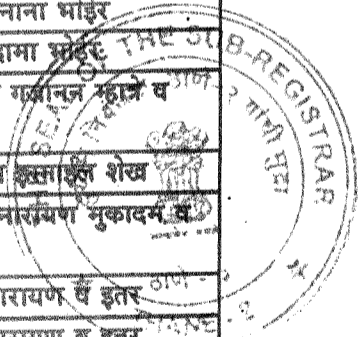
दस्तावेज-२
दस्त जमा ०१/१२/२००९
७६/१६

169

२७ क.महसुल/क-१/टे.१/एनएपी/एसआर-२५२/०७

परिशिष्ट "अ"

तालुका	गांवाचे नांव	स. नं./ हि. नं.	क्षेत्र चौ.मी.	अभिन मालकाचे नाव
१	२	३	४	५
ठाणे	माजिवडे	२३	७८४०-००	किसन वामन भोईर व इतर
		२४/१	५८४०-००	अनंत बाळा पाटील व इतर
		२४/२	५८०-००	अनंत बाळा पाटील व इतर
		२४/३	२६३०-००	रघुनाथ पांडुरंग भोईर व इतर
		२४/४	७६०-००	अनंत बाळा पाटील व इतर
		२४/५	७६०-००	पांडुरंग नारायण व इतर
		२४/६	५६०-००	किसन वामन भोईर व इतर
		२४/७	१५७०-००	पांडुरंग नारायण व इतर
		२४/८ अ	३३०-००	अनुसया दशरथ कोरकर व इतर
		२४/८ ब	१०१०-००	एकनाथ कुण्या भोईर व इतर
		२४/९	२८०-००	रुख्मीनीबाई गोमा व इतर
		२४/१०	१०६०-००	लक्ष्मी किसन मढवी व इतर
		२५/७	६२३०-००	सुरेश मोतिराम पाटील व इतर
		२५/८	३८०-००	किसन वामन भोईर व इतर
		२५/१०	२८१०-००	किसन वामन भोईर व इतर
		२५/११	४३०-००	सुरेश मोतिराम पाटील व इतर
		२६/२	१८०-००	रामचंद्र दामा भोईर व इतर
		२६/४	६३०-००	अनुसया दशरथ कोरकर व इतर
		२६/७		रघुनाथ पांडुरंग भोईर व इतर
	पोटखराबा		२००-००	
		२६/९	१०१०-००	यमुनाबाई जोमा व इतर
		२६/११	६३०-००	अनंत बाळा पाटील व इतर
		२६/१२	७६०-००	रघुनाथ पांडुरंग भोईर व इतर
		२७/१	३८७०-००	पांडुरंग नारायण
		२७/२	६८०-००	हिरामण नारायण मुकादम व इतर
		२७/४	१९७०-००	नारायण नाना भोईर
		२७/५	१२४०-००	रामचंद्र दामा भोईर व इतर
		२७/६	२८०-००	बाळकृष्ण गजानन म्हात्रे व इतर
		२७/७	४३०-००	मेहरुन्निसा कृष्णाई शेंख
		२७/८	२५०-००	हिरामण नारायण मुकादम व इतर
		२७/९	५३०-००	पांडुरंग नारायण व इतर
		२७/१०	१०४०-००	पांडुरंग नारायण व इतर
		२८/१	३४४०-००	किसन वामन भोईर व इतर
		२८/२	३५५०-००	पांडुरंग नारायण
		२८/३	१५७०-००	पुंडलिक लक्ष्मण व इतर
		२८/४	२५०-००	बाळकृष्ण गजानन म्हात्रे व इतर
		२८/५	२१५०-००	रमेश नारायण व इतर



टर्न-२
दस्तावेज क्रमांक २००९/२००९
००/१६

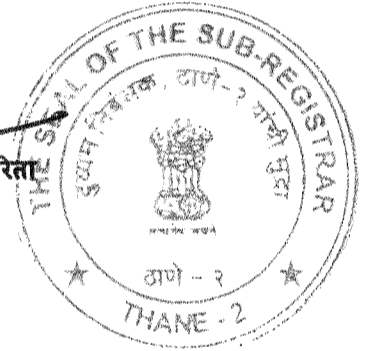
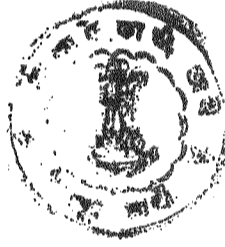
170

		२९/७	२९३०-००	बाळकृष्ण गजानन म्हात्रे व इतर
		२९/८	१००-००	किसन वामन भोईर व इतर
		२९/९	१४४०-००	किसन वामन भोईर व इतर
		३१/४	३७२०-००	मधुकर मोतिराम पाटील
		३१/५	१५२०-००	रामचंद्र दामा भोईर व इतर
		३१/६	१५४०-००	विठाबाई हरिचंद्र पाटील व इतर
		३१/८	१२१०-००	मधुकर देऊ भोईर
ठाणे	बाळकुम	१८३/१२ (जुना १५/१२)	१२१०-००	वेणुबाई जयराम
		१८३/२० (जुना १५/२०)	९४०-००	धनाजी विठ्ठु भोईर
		१८३/२१ (जुना १५/२१)	३५०-००	धनाजी विठ्ठु भोईर
		१८३/२२ (जुना १५/२२)	१०६०-००	जनार्दन गौत्या व इतर
	एकुण		७३,७५०-००	

सही/-
जिल्हाधिकारी ठाणे

निर्गमित केले

४/११/२५/८
जिल्हाधिकारी ठाणे करिता



टर्नोव-२
दिनांक ०९/०९/२००९
०९/०९

कुलमुखत्यार पत्राचे घोषणापत्र

मी, श्री/श्रीमती/सौ सुरेन्द्र नाथ या
द्वारे घोषित करतो की, दुय्यम निबंधक, ठाणे २ यांचे कार्यालयात

करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यांत आला

आहे. श्री/श्रीमती/सौ झागिंदन लोढा व

इतर यांनी दिनांक २९/११/०८ रोजी मला दिलेल्या

कुलमुखत्यारपत्रांच्या आधारे मी, सादर दस्त नोंदणीस सादर केला आहे /

निष्पादीत करून कबूलीजबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून

देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा कुलमुखत्यारपत्र लिहून

देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही

कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सादरचे

कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यांस मी पुर्णतः

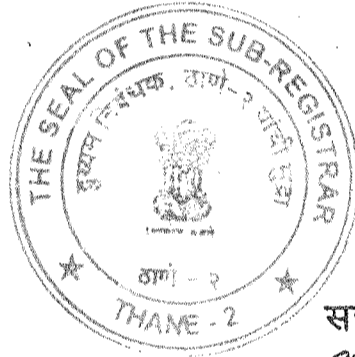
सक्षम आहे. सादरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम

१९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहिन याची मला जाणीव

आहे.

ठिकाण : ठाणे

दिनांक : २९/११/०८



सही

कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार

टर्नान-२
दस्त क्रमांक <u>८०९</u> / २००८
<u>०८/११</u>

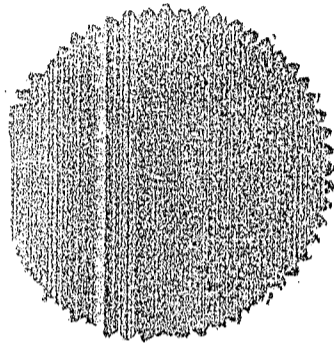
172

2

HDFC BANK LTD.

**PART III
For the Customer
ACKNOWLEDGEMENT**

Serial No. : 110898



Received From : Abhinandan Lodha

Franking Amount : 500/-

Charges : 10/-

Total : 510/-

Vide P/O No. / Cash / Transfer Cheque Cash

Drawn on

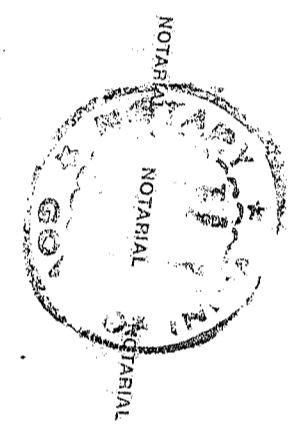
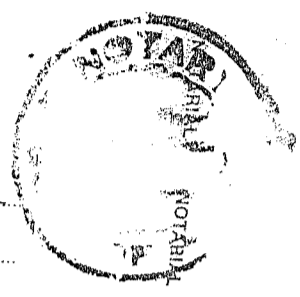
or Cash towards franking of document

Signature / Stamps of Bank



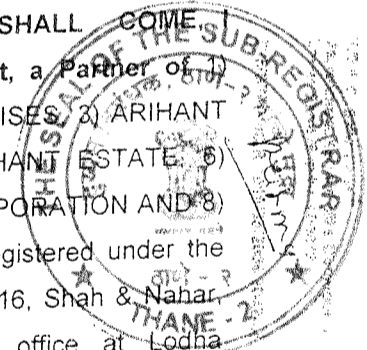
Signature of Customer

I confirm that I have checked the value franked and the Bank is not liable for anything related to the document.



SPECIAL POWERS OF ATTORNEY

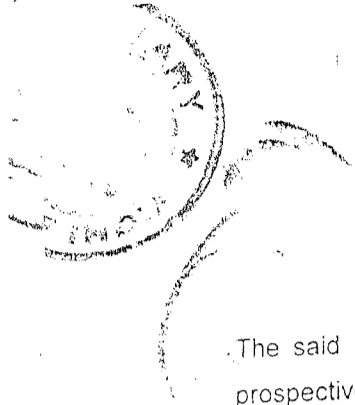
TO ALL TO WHOM THIS PRESENTS SHALL COME
ABHINANDAN LODHA, of Mumbai, Indian Inhabitant, a Partner of 1) LODHA GROUP OF COMPANIES, 2) VIVEK ENTERPRISES, 3) ARIHANT PREMISES, 4) LODHA & SHAH BUILDERS, 5) ARIHANT ESTATE, 6) LODHA & AGARWAL DEVELOPERS, 7) ARIHANT CORPORATION AND 8) SHREE SAINATH ENTERPRISES, Partnership Firms registered under the Partnership Act, 1932 and having its principal office at 216, Shah & Nahar, Dr. E. Moses Road, Worli, Mumbai-400 018 and sales office at Lodha Pavilion, Apollo Mills Compound N.M Joshi Marg, Mahalaxmi, Mumbai-400 011 (hereinafter for the sake of brevity collectively referred to as "the said Firms") ^{Residence of Lodha Paradise majiwade Thane (w)} SEND GREETINGS.



WHEREAS the said Firms are engaged in business of real estate property development and constructing buildings comprised of Residential flats, and such other premises and selling Residential Flats and such other premises in Mumbai and elsewhere in India.

रजनी-२
रत कामाकर ११/१२/०८
R/ee

173

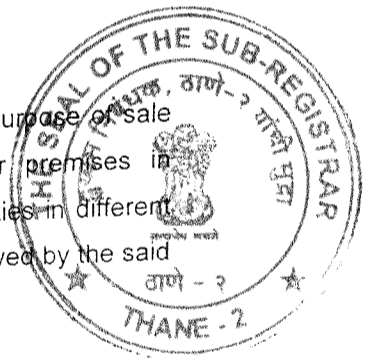


The said Firms are in process of executing Agreements for Sale with the prospective Purchasers and for the said purpose, the said Firms are required from time to time sign, execute, admit, Lodge and register the Agreements for Sale before the concerned Sub-Registrar of Assurances and in order to facilitate the same the said Firms are desirous of appointing SHRI SURENDRAN NAIR, an employee of one of the said Firms as a Constituted Attorney of the said Firms with following powers and authorities.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS that, I Abhinandan Lodha of Mumbai, Indian Inhabitant, Partner of 1) LODHA GROUP OF COMPANIES, 2) VIVEK ENTERPRISES, 3) ARIHANT PREMISES, 4) LODHA & SHAH BUILDERS, 5) ARIHANT ESTATE, 6) LODHA & AGARWAL DEVELOPERS, 7) ARIHANT CORPORATION AND 8) SHREE SAINATH ENTERPRISES, both hereby appoint nominate and constitute the said SHRI SURENDRAN NAIR as true and lawful attorney or agent of the said respective Firms with full powers and authority to do and execute all act, matters, deeds and things as hereinafter mentioned on behalf of, in the name of and for the Firms viz.



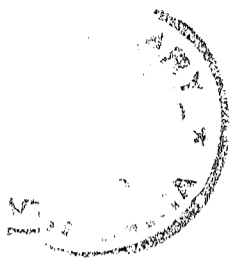
1. TO SIGN AND EXECUTE Letter of Allotment for the purpose of sale and allotment of Residential Flats, and such other premises in building/s constructed by the said Firms on the properties in different development projects in terms of Allotment Letter approved by the said Firms or any of them.
2. TO ENTER INTO, SIGN AND EXECUTE Agreement for Sale in connection with the Residential Flats, and such other premises in building/s constructed by the said Firms on the properties in different development projects and incidental thereto signs necessary forms and papers for the purpose of effective registration of such Agreements.
3. Subject to prior approval of the management of the Firms TO SIGN AND EXECUTE all forms, writing, affidavit and other ancillary papers and documents, as may be required, to enable the prospective



वर्जन-२
दस्तावेज क्रमांक ५४९/२००९
१९/११

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179



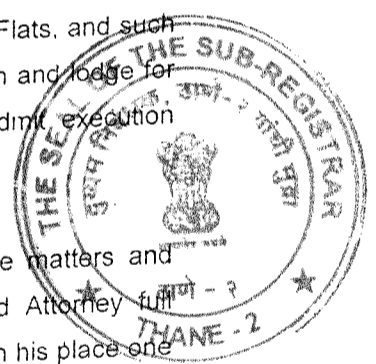
Purchasers of the Residential Flats, and such other premises to secure loans and financial assistance from the bankers and financial institutions for the purpose of the payment of the consideration payable by the such prospective Purchasers to the said Firms without making any monetary or others commitments or any other liabilities of whatsoever nature thereto on behalf and against the said Firms to or by the banker or financial institution.

4. TO APPEAR BEFORE AND ATTEND before the concerned Sub-Registrar and TO LODGE AND PRESENT before him AND TO ADMIT execution of the Agreements for Sale executed by the Attorney with the prospective Purchasers, lodged the same for registration in connection sale of the Residential Flats, and such other premises in the building constructed by the said Firms or any of them and to do all necessary acts deeds matters and things for effectively registering the said Agreements of Sale.

5. TO SIGN AND EXECUTE Deed of Rectification or Cancellations or confirmation or any other documents, as may be required, in connection with the Agreements for sale of Residential Flats, and such other premises and transactions in connection therewith and lodge for registration with the concerned Sub-Registrar and admit execution thereof.



6. For the better doing, performing and executing all the matters and things aforesaid, I hereby further grant unto the said Attorney full power and absolute authority to substitute and appoint in his place one or more substitutes on such terms as he shall think fit and to exercise all or any of the powers and authorities and to do all acts, deeds and things under Special Power of Attorney dated 17-03-09 March, 2009 which includes execution of Agreements for Sale and admit execution thereof before concern Sub Registrar of Assurance for effective registration of such document and to revoke any such appointment from time to time and to substitute or appoint any other or others in his place as the said Attorney from time to time as he think fit and / or proper subject to terms stated therein.

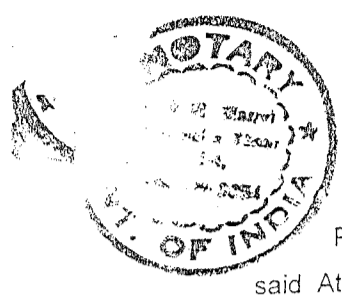


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टर्जन-२
दस्तावेज क्र. १००९ / २००९
१२/११

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125



Provided that notwithstanding anything hereinbefore contained, the said Attorney shall always act within and not outside the instructions or directions received by him from the management and Partners of the said Firms and the said Firms hereby agree to ratify and confirm all acts and things lawfully done by the said attorney, pursuant to the powers hereinbefore contained.

This Power of Attorney shall remain valid and in force till the same is revoked or cancelled by all or any of the said Firms and/or so far as the said attorney is in employment in one of the said Firms.

IN WITNESS WHEREOF we have set and subscribed our respective hands to this presents on this 17th day of March, 2009.

SIGNED SEALED AND DELIVERED

By the within named Firms

- 1) LODHA GROUP OF COMPANIES
- 2) VIVEK ENTERPRISES
- 3) ARIHANT PREMISES
- 4) LODHA & SHAH BUILDERS
- 5) ARIHANT ESTATE
- 6) LODHA & AGARWAL DEVELOPERS
- 7) ARIHANT CORPORATION
- 8) SHREE SAINATH ENTERPRISES

by and through their one of the partners

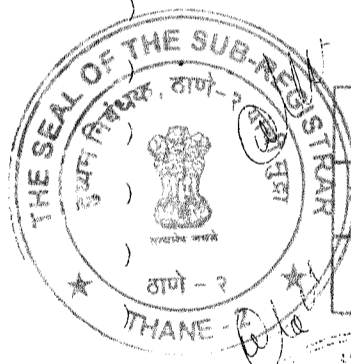
MR. ABHINANDAN LODHA

In the presence of :

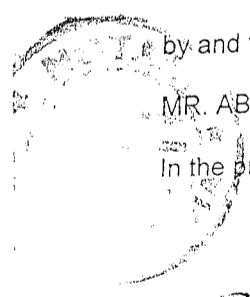
S. M. N. Naqvi
NOTARY
Government of India
Mumbai & Thane Dist;

Signature and Photograph of Constituted Attorney Holder

Z. A. SHAIKH
ADVOCATE
ESPLANADE COURT
MUMBAI-400 001.



टर्मिन-२
दस्त क्रमांक 179/2009
B/ee



176



Dated this day of March 2009

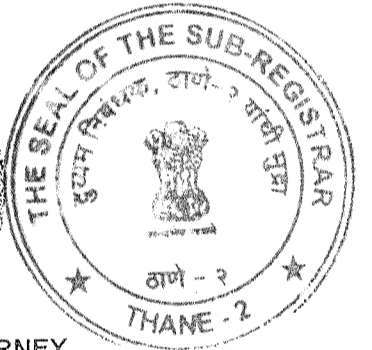
From
ABHINANDAN LODHA a partner of

W

- 1) LODHA GROUP OF COMPANIES.
- 2) VIVEK ENTERPRISES.
- 3) ARIHANT PREMISES.
- 4) LODHA & SHAH BUILDERS.
- 5) ARIHANT ESTATE,
- 6) LODHA & AGARWAL DEVELOPERS,
- 7) ARIHANT CORPORATION AND
- 8) SHREE SAINATH ENTERPRISES.

To
SHRI SURENDRAN NAIR

AS

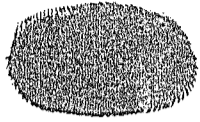


SPECIAL POWER OF ATTORNEY

टनन-२
दस्ता क्रमांक ७०७७/२००९
१७/०९

177

2) @ 1/10/00



3) [Signature]



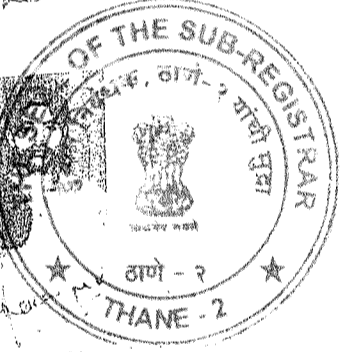
अनुक्रमांक: 98212002

सदर सुरवाचार पत्र आज दि. 30/3/2002 रोजी
१) श्री. भास्करराव गोठे यांना या. कोठाचे 215 दि. गोठे
मे कोठा गुप्त इन्फो कंपनीस व इतर लोकां आगिदार
व्यक्तता छि देणार

२) श्री. सुरेशचंद्र भास्कर ससाज
या. वरवी मुंबई 800096 छि देणार
मांजी माझ्या समक्ष लोकां कळव दिजे व
लोक्या लोकां विषयी श्री. पंढरी केसरकर
ससाज या कुली मुंबई 800060
श्री. बाबुळ वेंडरकर ससाज
या. दादर (प) मुंबई हे माझी खात्री परबितात.
सुरवाचार पत्र कळव देणा. या लोकां इन्समाची खात्री
मुंबई क्रमांक: 4001-समाजिता की: 9001-



D.P. Keskar

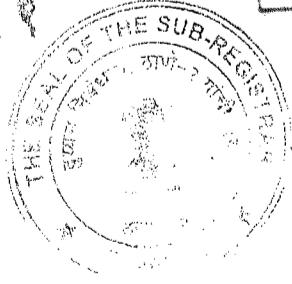


~~सुरेशचंद्र भास्कर~~
सुरेशचंद्र भास्कर निबंधक ठाणे क्र. २

टिप: सदर सुरवाचार पत्रामध्ये 9 लेख पाने
आसून त्यास खात्री देणे आहे.

~~सुरेशचंद्र भास्कर~~
सुरेशचंद्र भास्कर निबंधक ठाणे क्र. २

टर्मिन-२
दस्त क्रमांक 1099/2002
14/02



178

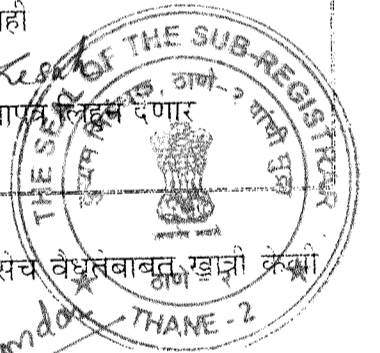
कुलमुखत्यार पत्राचे घोषणापत्र

मी, श्री / श्रीमती / सौ पं. शि. आर. केसरकर या द्वारे घोषित
 करतो की, दुय्यम निबंधक ०१०१-२ यांचे कार्यालयात
क. श. र. वा. भा. या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री /
श्रीमती / सौ शु. रे. म. न. नाथर व इतर यांनी
 दिनांक ३१/१०/०९ रोजी मला दिलेल्या कुलमुखत्यारपत्रांच्या आधारे मी, सादर दस्त
 नोंदणीस सादर केला आहे / निष्पादीत करून कबूलोजवाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून
 देणार यांनी कुलमुखत्यापत्र रद्द केलेले नाही, किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही
 मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सादरचे
 कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पुर्णतः सक्षम आहे. सादरचे कथन
 चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहिन याची
 मला जाणीव आहे.

ठिकाण : ठाणे

दिनांक : २९/१०/०९

P. R. Keskar सही
 कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार



मी सादर कुलमुखत्यार पत्राचे सत्यते विषयी संपूर्ण चौकशी केली आहे तसेच वैधतेबाबत खात्री केली आहे.

Mujimdar
 परचेसर सही

टनन-२

दस्त क्रमांक ७००९ / २००९

७९/१९

179

PART III
For the Customer
ACKNOWLEDGEMENT

Serial No. : 190897

Received From : Abhinandan Lodha

Franking Amount : 500/-

Charges : 10/-

Total : 510/-

Vide P/O No. / Cash / Transfer Cheque Cash

Drawn on

or Cash towards franking of document

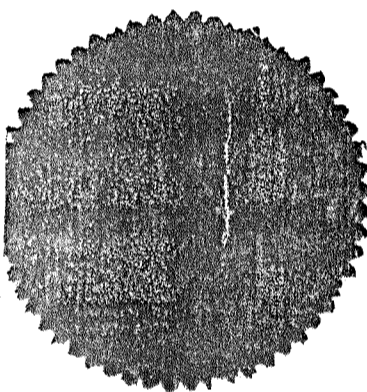
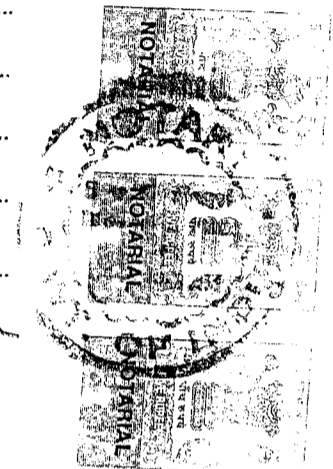
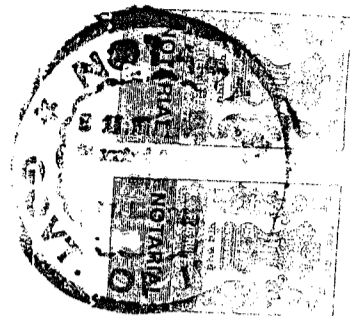
Signature / Stamps of Bank

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Signature of Customer :

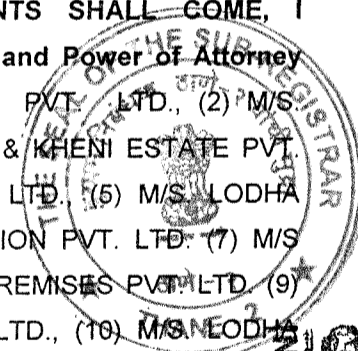
I confirm that I have checked the value franked and the bank is not liable for anything related to the document.



टर्नल-२
दस्त क्रमांक <u>1009/2008</u>
<u>rupee</u>

SPECIFIC POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I SURENDRAN NAIR, of Mumbai, Indian Inhabitant and Power of Attorney Holder of 1) M/S MACROTECH CONSTRUCITON PVT. LTD., (2) M/S LODHA DEVELOPERS PVT. LTD., (3) M/S. LODHA & KHENI ESTATE PVT. LTD., (4) M/S. LODHA LAND DEVELOPERS PVT. LTD., (5) M/S. LODHA ESTATE PVT. LTD., (6) M/S. LODHA CONSTRUCTION PVT. LTD. (7) M/S LODHA BUILDERS PVT. LTD., (8) M/S. ARIHANT PREMISES PVT. LTD. (9) M/S. LODHA PROPERTIES DEVELOPMENT PVT. LTD., (10) M/S. LODHA HOME DEVELOPERS PVT. LTD., (11) M/S. SIMTOOLS PVT. LTD., (12) LODHA BUILDCON PVT. LTD., (13) LODHA NOVEL BUILDFARMS PVT. LTD., (14) MAA PADMAVATI BUILDTECH PVT. LTD., (15) LODHA HEALTH CONSTRUCTION AND DEVELOPERS PVT. LTD., (16) COWTOWN LAND DEVELOPMENT PVT. LTD., (17) LODHA CROWN BUILDMART PVT. LTD., (18) LODHA DWELLERS PVT. LTD (19) LODHA IMPRESSION REAL ESTATE PVT LTD., the companies registered under the Companies Act, 1956, and having their registered office at 216, Shah & Nahar, Dr. E. Moses Road, Worli, Mumbai-400 018 and sales office at Lodha Pavilion, Apollo Mills Compound N.M. Joshi



H.D.F.C. Bank Legal
Department, Kamala Mills Compound,
Lower Parul, Mumbai-400013.
D-5/STP/V/C R. J. 10/10/03/2004/2042-44

श्री ३३१३
186496
Special Address
MAR 17 2009
R. 0000500/-P85135
16:23

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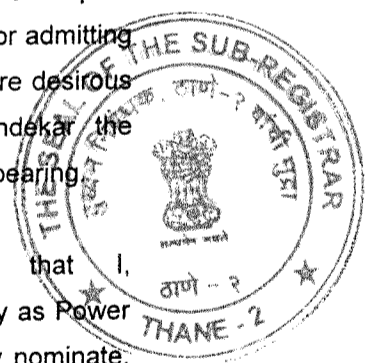
180

Marg, Mahalaxmi, Mumbai-400 011 (hereinafter referred to as the "said Companies") and 1) LODHA GROUP OF COMPANIES, 2) VIVEK ENTERPRISES, 3) ARIHANT PREMISES, 4) LODHA & SHAH BUILDERS, 5) ARIHANT ESTATE, 6) LODHA & AGARWAL DEVELOPERS, 7) ARIHANT CORPORATION AND 8) SHREE SAINATH ENTERPRISES, Partnership Firms registered under the Partnership Act, 1932 and having its principal office at 216, Shah & Nahar, Dr. E. Moses Road, Worli, Mumbai-400 018 and sales office at Lodha Pavilion, Apollo Mills Compound N.M Joshi Marg, Mahalaxmi, Mumbai-400 011 (hereinafter referred to as "the said Firms") **SEND GREETINGS: Residence at Lodha Paradise, Masjidwade Thane (w)**

8)

WHEREAS:

- (a) The Companies and Firms are engaged in the business of Real Estate and Property Development and in the course of its said business the said Companies and said Firms are constructing various buildings and selling Residential Flats/Shops/Bungalows in the said buildings and for that purpose the said Companies and said Firms are entering into Agreements for Sale with prospective Purchasers.
- (b) I am authorized vide Power of Attorney dated 17-03-09 to sign Agreements for Sale of Residential Flats/Shops/Bungalows and such other premises as constituted attorney holder of said Companies and said Firms and exercise powers and authorities for an on behalf of the said Companies and said Firms.
- (c) In order to facilitate the registration before the office of Sub-Registrar of Mumbai, Thane, Dombivali, Kalyan, Bhayander, Vasai, Nallasopara and Virar, Sub-Registrar Thane - 7 & 4, Dist. Thane and for admitting the execution of the said Agreement for Sale I am therefore desirous of appointing Mr. Surendran Nair and Mr. Rahul Wandeekar the Attorneys to act on my behalf in the manner hereinafter appearing.



NOW KNOW YE ALL AND THESE PRESENTS WITNESS that I, SURENDRAN NAIR, of Mumbai, Indian Inhabitant and in my capacity as Power of Attorney Holder of the said Companies & said Firms doth hereby nominate, constitute and appoint MR.PANDHARI KESARKAR of Mumbai, Indian Inhabitant, residing at Gafurkhan Chawl, Room No.7, New Mill Road, Sambhaji Chowk, Kurla (West), Mumbai - 400 070, & MR.RAHUL WANDEKAR of Mumbai, Indian Inhabitant, residing at Room No.7, Athawale Building, Chitale Path, Bhavani Shankar Road, Dadar (West), Mumbai 400 028, both Indian Inhabitants, to be my true and lawful substituted Attorneys (hereinafter referred to as "the said Attorneys") individually and severally to do all or any of the following acts, deeds, matters and things for the said Companies & said Firms and in the name and on behalf of the said Companies and said Firms that is to say:

दस्तावेज - २
दस्त क्रमांक १००७/२००९
१५/०९



181

1. To lodge for registration various Agreements for Sale of Flats/Shops/Bungalows executed by me and behalf of the said Companies and said Firms with Sub-Registrar of Assurances at Mumbai, Thane, Dombivali, Kalyan, Bhayander, Vasai, Nallasopara and Virar and to admit execution thereof on my behalf for the said Companies and said Firms by any one of them.
2. I hereby specifically authorize the said Attorneys to attend and appear for Registration and to admit execution thereof on my behalf for Sale of Flats/Shops/Bungalows and such other premises on behalf of the said Companies and said Firms.
3. To do all or any other acts, deeds, matter and things for the purpose of effectually getting the said Agreements for Sale of Flats/Shops/Bungalows and such other premises registered with Sub-Registrar of Assurance at Mumbai, Thane, Dombivali, Kalyan, Bhayander, Vasai, Nallasopara and Virar, Sub-Registrar of Thane - 7 & 4, Dist. Thane.
4. This Power of Attorney is still valid and subsisting till the same is revoked or cancelled by me and/or the aforesaid constituted attorneys remain in employment in one of the group Companies / Firms and/or I ceased to be constituted attorneys holder of the said Companies and said Firms.
5. AND I hereby agree to ratify and confirm in capacity as a Power of Attorney Holders of the said Companies and said Firms whatever the said Attorneys shall do or cause to be done by virtue of these presents.



टर्मिन-२
दस्त क्रमांक ७७७/२००९
२६/३

IN WITNESS WHEREOF I, SURENDRAN NAIR, Constituted Attorney Holder of the said Companies and said Firms have put my hands to these presents on this 17th day of March, 2009.

SIGNED SEALED AND DELIVERED)
 by the within named)
 SURENDRAN NAIR)
 In my capacity as Power of Attorney Holder of)
 M/S MACROTECH CONSTRUCITON PVT. LTD.)
 M/S LODHA DEVELOPERS PVT. LTD.)
 M/S LODHA & KHENI ESTATE PVT. LTD.)
 M/S LODHA LAND DEVELOPERS PVT. LTD.)
 M/S LODHA ESTATE PVT. LTD.)
 M/S LODHA CONSTRUCTION PVT. LTD.)
 M/S LODHA BUILDERS PVT. LTD.)



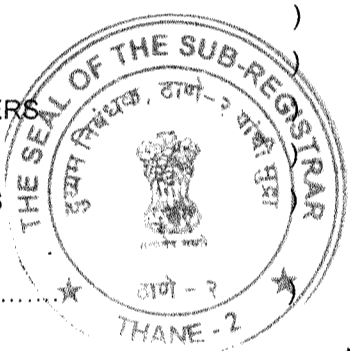
182



- M/S ARIHANT PREMISES PVT. LTD.)
- M/S LODHA PROPERTIES DEVELOPMENT)
- PVT. LTD.)
- M/S LODHA HOME DEVELOPERS PVT. LTD.)
- M/S SIMTOOLS PVT. LTD.)
- M/S LODHA BUILDCON PVT. LTD.)
- M/S LODHA NOVEL BUILD FARMS PVT. LTD.)
- M/S MAA PADMAVATI BUILDTECH PVT. LTD.)
- M/S LODHA HEALTHY CONSTRUCTION AND)
- DEVELOPERS PVT. LTD.)
- M/S COWTOWN LAND DEVELOPMENT PVT. LTD.)
- M/S LODHA CROWN BUILD MART PVT. LTD.)
- M/S LODHA DWELLERS PVT. LTD)
- M/S LODHA IMPRESSION REAL ESTATE PVT. LTD)
- LODHA GROUP OF COMPANIES)
- VIVEK ENTERPRISES)
- ARIHANT PREMISES)
- LODHA & SHAH BUILDERS)
- ARIHANT ESTATE)
- LODHA & AGARWAL DEVELOPERS)
- ARIHANT CORPORATION)
- SHREE SAINATH ENTERPRISES)

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टर्न-२
दस्त क्रमांक ००९/२००९
२०/११

In the presence of

SIGNED SEALED AND DELIVERED

By the within named
PANDHARI KESARKAR
RAHUL WANDEKAR

In the presence of

P.R. Kesarkar

Rahul Wandeekar

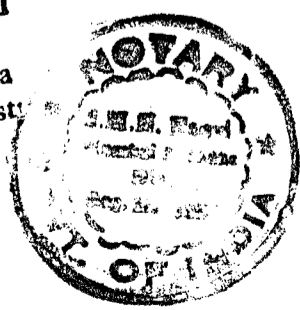
BEFORE ME

Smy
30-8-9



Z.A. Shaikh
Z. A. SHAIKH
 ADVOCATE
 ESPLANADE COURT
 MUMBAI-400 001.

S. M. N. Naqvi
 NOTARY
 Government of India
 Mumbai & Thane Dist.





SIDDHARTH EDUCATION SERVICES LTD.

Registered Office :

301, Prestige Chambers, Near UTI House, Opp. Platform No. 2, Thane (W) - 400 601.

Tel. : 2533 4903. E-mail : siddharth_academy@yahoo.co.in

185

**Certified Extracts of the minutes of the proceedings of the
meeting of the Board of Directors of Siddharth Education
Services Limited held on Monday, July 20, 2009**

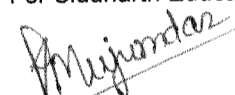
Sub.: Acquisition of property at Thane

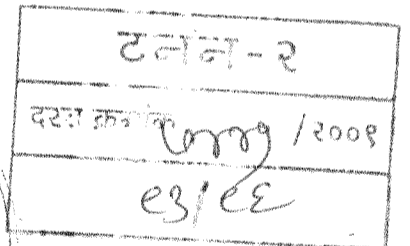
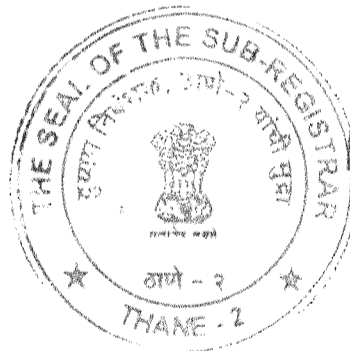
"RESOLVED THAT approval be and is hereby accorded for acquisition of a residential flat admeasuring 1,144 sq. ft. (carpet area) situated at 2001, Claremont A, Lodha Luxuria, Majiwade Village, Thane (West), Dist.; Thane (hereinafter referred to in this resolutions as "the said property"), for investment of surplus funds arising from operations of the Company, from time to time.

RESOLVED FURTHER THAT any two of Ms Kavita P Mujumdar, Shri Prashant Mujumdar, Shri R T RajGuroo and Ms Shivangi P Samani, Directors of the Company, be and are hereby authorised to agree, settle, sign, execute, submit and amend, any deed, documents, agreements, applications, etc. as may be necessary for the acquisition of the said property including admitting registration of the deed and other relevant documents with the concerned Registrar / Sub-Registrar of Assurances / other appropriate authorities and to do all acts, deeds, matters and things necessary and incidental thereto to give effect to this resolution.

RESOLVED FURTHER THAT the Common Seal of the Company, if required, on any deed, application, paper, documents, etc., be affixed in the presence of two of the Directors of the Company."

For Siddharth Education Services Limited


Kavita P Mujumdar
Director



182



 Dated this 1st day of March 2009

From

SURENDRAN NAIR, Attorney Holder of

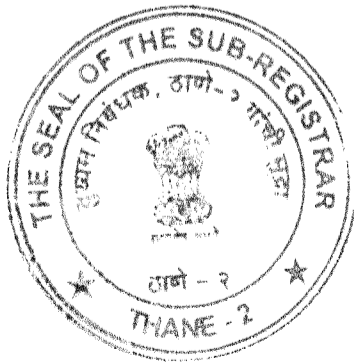
- 1) M/S MACROTECH CONSTRUCITON PVT. LTD.,
- (2) M/S. LODHA DEVELOPERS PVT. LTD.,
- (3) M/S. LODHA & KHENI ESTATE PVT.LTD.,
- (4) M/S. LODHA LAND DEVELOPERS PVT. LTD.,
- (5) M/S. LODHA ESTATE PVT. LTD.,
- (6) M/S. LODHA CONSTRUCTION PVT. LTD.
- (7) M/S LODHA BUILDERS PVT. LTD.,
- (8) M/S. ARIHANT PREMISES PVT. LTD.
- (9) M/S. LODHA PROPERTIES DEVELOPMENT
PVT. LTD.,
- (10) M/S. LODHA HOME DEVELOPERS PVT. LTD.,
- (11) M/S. SIMTOOLS PVT. LTD.,
- (12) LODHA BUILDCON PVT. LTD.,
- (13) LODHA NOVEL BUILDFARMS PVT. LTD.,
- (14) MAA PADMAVATI BUILDTECH PVT. LTD. ,
- (15) LODHA HEALTHY CONSTRUCTION AND
DEVELOPERS PVT. LTD.,
- (16) COWTOWN LAND DEVELOPMENT PVT. LTD.,
- (17) LODHA CROWN BUILDMART PVT. LTD.,
- (18) LODHA DWELLERS PVT. LTD
- (19) LODHA IMPRESSION REAL ESTATE PVT LTD

&

- 1)_LODHA GROUP OF COMPANIES,
- 2) VIVEK ENTERPRISES,
- 3) ARIHANT PREMISES,
- 4) LODHA & SHAH BUILDERS,
- 5) ARIHANT ESTATE,
- 6)_LODHA & AGARWAL DEVELOPERS,
- 7) ARIHANT CORPORATION AND
- 8) SHREE SAINATH ENTERPRISES,

To


- 1) MR.PANDHARI KESARKAR &
- 2) MR.RAHUL WANDEKAR



SPECIAL POWER OF ATTORNEY

टर्नन-२
दस्ता क्रमांक ७७७/२००९
९९/१९९

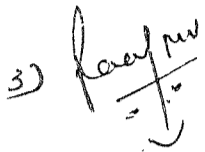


2) 

2) P.R. Kesarkar

189



3) 



अनुक्रमांक : 9831/200e


सादर सुरवापार पत्र आज दि. 30/3/200e रोजी

1) श्री सुरेश्वर बापूराव सखान रा. वरकी मुंबई हे मं. माशकॉटेक कॅम्पूबराक या ति वडगर लफे कु सु गणुण ति देणार

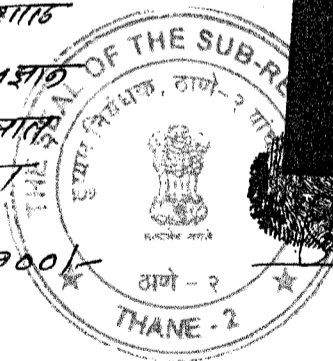
2) श्री. यंठरी केसरकर सखान रा. चाफूरखान चाक संभाजी चौक कुर्णे (प) मुंबई 800000

3) श्री. बापूळ वेंडरेकर सखान बा. साठवले विल्डिंग मवाली शंकर रोड, दादर (प) मुंबई 800022 - ति देणार

यांनी माश्या समक्ष सधे ठकक दिले व त्यांच्या झोडरवी विषयी श्री. विभाळ कदम सखान व श्री. सुधाकर शय शंकर दोघे रा. वरकी मुंबई हे स्वामी पटविलास सुरवापार पत्र कळक देणाया अपनीच्या वसमाची स्वाक्षरी मुंदाक चकक : 400/- प्रमाणित की 900/-

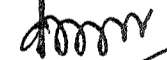

V.L. Kadam

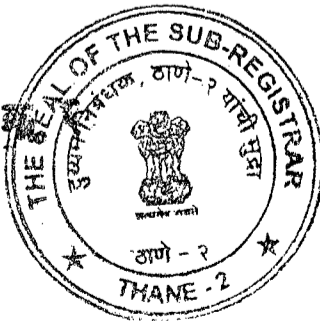

V.L. Kadam



बह दय्यम निबंधक ठाणे क्र. 9

टिप : सादर सुरवापार पत्रासधे 9 ते 4 पणे असुण त्यास स्वाडारकोड माधि.


बह दय्यम निबंधक ठाणे



टर्नन-2
दस्ता क्रमांक 10789/2008
e2/pe

186

बैंकर्स चेक BANKERS CHECKE दिनांक / Date 13 May 2009

केवल 6 महीनों के लिये वैध VALID FOR 6 MONTHS ONLY

No Entry Only

PAY TO THE ORDER OF THE REGISTRAR, THANE

को या उनके आदेश पर OR ORDER

रुपये RUPEES Thirty thousand only रू. RS. 30000/-

अंतरांतरणीय / NOT TRANSFERABLE

कृते स्टेट बैंक ऑफ हैदराबाद FOR STATE BANK OF HYDERABAD

स्टेट बैंक ऑफ हैदराबाद STATE BANK OF HYDERABAD

BRANCH : THANE (CODE : 20855) 128/1838 SHOP NO 3 TO 5 POKHANAN RD. NO 1, KHOPAT THANE (WEST) MAHARASHTRA - 400 601 MBIC/CSN SBHY020865

शाखा प्रबन्धक / Branch Manager



№ 504, 2191# 4,000040201# 62

टर्नन-२
दस्त क्रमांक 5002/2009
erjee



टनन2

दस्त क्र 7441/2009

es/ey

दस्त गोषवारा भाग-1

09/07/2009

दुध्यम निबंधक:

9:41:45 am

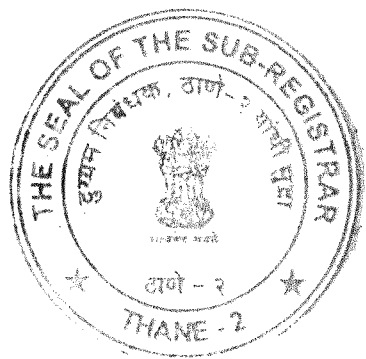
सह दु.नि.ठाणे 2

दस्त क्रमांक : 7441/2009

दस्ताचा प्रकार : करारनामा

187

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	<p>नाम: सिध्दार्थ एज्युकेशन सर्विस लि. तर्फे डायरेक्टर कविता मुजूमदार -- पता: घर/फ्लॅट नं: -- गल्ली/रस्ता: -- ईमारतीचे नाव: -- ईमारत नं: -- पेठ/वसाहत: -- शहर/गाव: प्रेस्टीज चॅंबर्स, ठाणे (प.) पालुका:</p>	<p>लिहून घेणार वय 41 सही <i>Mujumdar</i></p>		
2	<p>नाम: मे. श्री साईनाथ एंटरप्रायजेस तर्फे कु.मु. श्री सुरेंद्रन नागर यांचे कु.मु. पंढरी केसरकर ABDFS2374M -- पता: घर/फ्लॅट नं: -- गल्ली/रस्ता: -- ईमारतीचे नाव: -- ईमारत नं: -- पेठ/वसाहत: -- शहर/गाव: 216</p>	<p>लिहून देणार वय 30 सही <i>P. R. Kesarkar</i></p>		



ull
 सह दुध्यम निबंधक ठाणे क्र. १



दस्त गोषवारा भाग - 2

टनन2

दस्त क्रमांक (7441/2009)

ey/ey

दस्त क्र. [टनन2-7441-2009] चा गोषवारा
बाजार मुल्य :5614000 मोबदला 9260388 भरलेले मुद्रांक शुल्क : 446000

पावती क्र.:7615 दिनांक:21/08/2009
पावतीचे वर्णन
नाव: सिध्दार्थ एज्युकेशन सर्विस लि. तर्फे
डायरेक्टर कविता मुजूमदार - -

दस्त हजर केल्याचा दिनांक :21/08/2009 09:36 AM
निष्पादनाचा दिनांक : 18/08/2009
दस्त हजर करणा-याची सही :

Mujumdar

30000 :नोंदणी फी
1900 :नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फ्री

31900: एकूण

form

दु. निबंधकाची सही, सह दु.नि.ठाणे 2

दस्ताचा प्रकार :25) करारनामा
शिकका क्र. 1 ची वेळ : (सादरीकरण) 21/08/2009 09:36 AM
शिकका क्र. 2 ची वेळ : (फ्री) 21/08/2009 09:41 AM
शिकका क्र. 3 ची वेळ : (कबुली) 21/08/2009 09:41 AM
शिकका क्र. 4 ची वेळ : (ओळख) 21/08/2009 09:41 AM

दस्त नोंद केल्याचा दिनांक : 21/08/2009 09:41 AM

ओळख :
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) विनय भागवत - ,घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

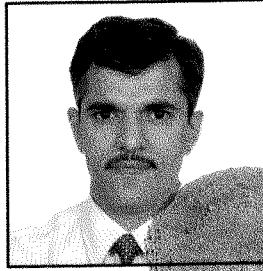
पेठ/वसाहत: -

शहर/गाव:ठाणे

तालुका: -

पिन: -

Vairavdas



प्रमाणित करणेत येते की या दस्तामध्
एकूण...ey...पाने आहेत.

2) मिलिंद भागवत - ,घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

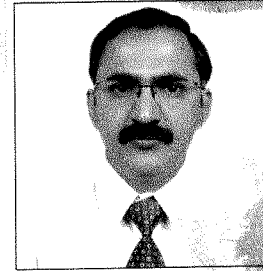
पेठ/वसाहत: -

शहर/गाव:ठाणे

तालुका: -

पिन: -

Milind



सह दुय्यम निबंधक, ठाणे क्र.२

form

दु. निबंधकाची सही
सह दु.नि.ठाणे 2

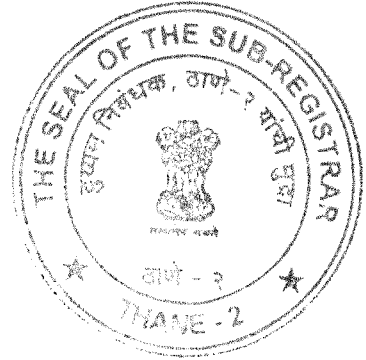
दस्ता क्रमांक...३...
...६२४९... इमाकाबर नोंदला

form

एत ए साटम

सह दुय्यम निबंधक ठाणे क्र. २

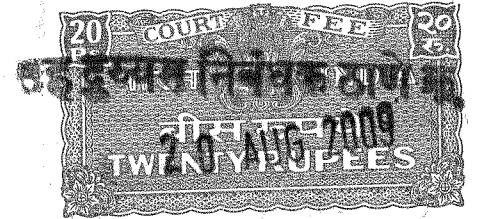
बाराब २९...गाहें...०६ दनर००२





गावाचे नाव : माजीवडे

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा
व बाजारभाव (भाडेपट्ट्याच्या
बाबतीत पट्टाकार आकारणा देतो
की पट्टेदार ते नमूद करावे) मोबदला रू. 9,260,388.00
बा.भा. रू. 5,614,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: विभागाचे नाव - गावाचे नाव : माजीवडे (ठाणे महानगरपालिका), उपविभागाचे नाव - 6/28/A - लोढा पॅराडाइज या निवासी संकूला करीता***सर्वे नं. 23, 28/5, 6, 7, 8ए, 8बी, 9, 10, 1, 2, 3, 25 / 10,8,2,7,11, 26 / 2,4,9,11,12, 7, 27 / 9, 10, 1, 2, 4, 5, 6, 7, 8, 28 /2,3,4,5, 29 / 7,8,9, 31 / 4, 5,6,8, सदनिका क्र. 2001, 20वा मजला, ए-विंग, क्लारमोंट बिल्डींग, लोढा पॅवीलीयन, माजीवडे, ठाणे
- (3) क्षेत्रफळ (1)127.58 चौ.मी.बिल्टअप
- (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 नाव व संपूर्ण पत्ता (1) मे. श्री साईनाथ एंटरप्रायजेस तर्फे कु.मु. श्री सुरेंद्रन नायर यांचे कु.मु. पंढरी केसरकर ABDFS2374M - -; घर/फ्लॅट नं. -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: 216, शाह अॅन्ड नहार इस्टेट, डॉ. ई. मोजेस रोड, वरळी, मुंबई; तालुका: -; पिन: -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) सिध्दार्थ एज्युकेशन सर्विस लि. तर्फे डायरेक्टर कविता मुजूमदार - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: प्रेस्टीज चॅम्बर्स, ठाणे (प.); तालुका: -; पिन: -; पॅन नम्बर: AAJCS5496A.
- (7) दिनांक करून दिल्याचा 18/08/2009
- (8) नोंदणीचा 21/08/2009
- (9) अनुक्रमांक, खंड व पृष्ठ 7441 /2009
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 445625.00
- (11) बाजारभावाप्रमाणे नोंदणी रू 30000.00
- (12) शेरा



सह दुय्यम निबंधक ठाणे क्र. २

