



गावाचे नाव : तुंगवा

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रू. 1,260,000.00
बा.भा. रू. 1,379,950.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: विभागाचे नाव - तुंगवा - कुर्ला , उपविभागाचे नाव - 117/544 - भुभाग: तुंगवा गावातील सर्व मिळकती-----फ्लॅट नं 1102. 11 वा मजला, डी विंग. सन-सृष्टी. साकी विहार रोड, व्हिलेज तुंगवा, पवई मुं 72. तळमजला अधिक 12 मजल्यांची इमारत. सी टि एन नं 189,190,190/1 ते 5, 191, 191/1 ते 7 , सर्व्हे नं 6 वी. 7/1 व 2, 8 .
(1)बांधीव मिळकतीचे क्षेत्रफळ 50.18 चौ.मी. आहे.
- (3) क्षेत्रफळ (1)-
- (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) मेसर्स सनस्टार प्रॉप. तर्फे भागीदार तारा स्वरूप तर्फे कु मु श्री. राजेश विलायतरामानो घर/फ्लॅट नं: साकी विहार रोड, मुंबई -72. ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; 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) रेजीत मेनन - -; घर/फ्लॅट नं: 24/1 , विजय नगर , मरोळ मरोशी रांड, अंधरी मुं 59 गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
(2) ओर्लीडा आर. मेनन - -; घर/फ्लॅट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (7) दिनांक करून दिल्याचा 31/08/2004
- (8) नोंदणीचा 16/09/2004
- (9) अनुक्रमांक, खंड व पृष्ठ 8076 /2004
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 52750.00
- (11) बाजारभावाप्रमाणे नोंदणी रू 13810.00
- (12) शेरा

8c7.30

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AGREEMENT FOR SALE

Sun Srishti

Complex

SUNSTAR PROPERTIES

SAKI VIHAR ROAD, POWAI,
MUMBAI 400 072.

M/s. MR. REJIT MENON.

MRS. OLINDA R. MENON.

Flat / Shop / Garage / Parking Space No.	1102.
In Sun Srishti Complex "D" Wing	
Floor 11 th	



Tuesday, September 07, 2004
11:01:43 AM

Original

नोंदणी 39 म.
Regn 39 M

पावती

पावती क्र. : 8073

गावाचे नाव तुंगवा

दिनांक 07/09/2004

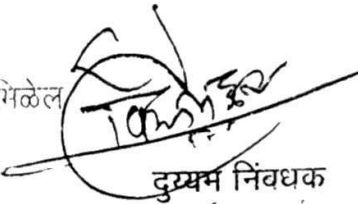
दस्तऐवजाचा अनुक्रमांक वदर3 - 08076 - 2004

दस्ता एवजाचा प्रकार करारनामा

सादर करणाराचे नाव: रेजीत भेनन - -

नोंदणी फी	:	13810.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजनात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (45)	:	900.00
एकूण रु.		14710.00

आपणास हा दस्त अंदाजे 11:16AM ह्या वेळेस मिळेल


दुय्यम निबंधक
कुर्ला 1 (कुर्ला)

वाजार मुल्य: 1379950 रु. मोबदला: 1260000 रु.

भरलेले मुद्रांक शुल्क: 52762 रु.

देयकाचा प्रकार डीडी/पनाकर्षाद्वारे;

दकेचे नाव व पत्ता: एस वी आय - आय आय टी पर्यट मु 76;

डीडी/पनाकर्ष क्रमांक: 107126; रक्कम: 13810 रु.; दिनांक: 27/08/2004

तह. दुय्यम निबंधक, कुर्ला-१

पुंढई तपनगर जिल्हा.

DELIVERED

108

सं. ११३ मं. /
Gen 113 me.

मूळ प्रत
ORIGINAL COPY

[अहस्तांतरणीय]

[NON TRANSFERABLE]

107/24/2018
107/24/2018
107/24/2018

शासनास केलेल्या प्रदानाची

RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place

MUMBAI

क्रमांक

दिनांक/Date

Received from

रु./Rs.

52762

on account of

Sale of Stamp

रोखपाल वा लेखापाल

Cashier or Accountant.



(Signature)

Officer.

(Designation)

Officer

Sub-Registrar & Administrative Officer

Mumbai - 23.



बदर-३
२००८/२००९
१/

AGREEMENT FOR SALE

This Agreement made at Mumbai this day 31st of August 2008 between M/s. SUNSTAR PROPERTIES, a partnership firm carrying on business in construction work as Builders, having their place of business at SAKI - VIHAR ROAD, MUMBAI - 400 072 hereinafter referred to as "The Promoters" or "Owners" which expression shall unless repugnant to the context or meaning thereof, mean and include all the partners of the said firm for the time being and the heirs, executors, administrators, successors and assigns of the surviving partner of the ONE PART

Shri./Smt. MR. REJIT MENON (AHGPm 8896 D) and MRS. OLINDA R. MENON (AHGPF 0503P)

of Mumbai Indian Inhabitant/s/a firm registered under the Indian Partnership Act, 1932 / a company registered under the Companies Act 1956 having his / her / their address at 24/1 Vijay Nagar, Marol Marosi Road Andheri (E) Mumbai - 400059. hereinafter referred to

as the Purchaser of Flat/Shop/Garage/Parking space, which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her heirs, executors, administrators, successors and assigns of the OTHER PART.

Handwritten notes on the right margin: 'Cash-100-1000000', '103', and 'SEVEN THOUSAND SEVEN HUNDRED'.

Handwritten signature/initials.



WHERE AS

- a) By a deed of conveyance dtd 7th June 1972 registered under Sr no 2686 of 1972 with the sub-Registrar of Mumbai between M/S BOMBAY PIN & ZIP MANUFACTURING CO PVT. LTD. of the one part and M/S INDIAN CORK MILLS PVT. LTD. of the other for Survey no 6b ie CTS no 189 of village Tungwa admeasuring 4127.95 sq. mts, Or there abouts (here in after referred to as the Plot no 1)
- b) By a deed of conveyance dtd 6th Feb 1964, registered under Sr. no 440 & 441 of 1964 with the Mumbai sub - registrar between Sir Mohmmmed Yusuf Trust of one part and Mrs Tara Sarup of the other for survey no 7 (1) pt & 7 (2) pt. ie CTS no 190 & 190/1 to 5 of village Tungwa admeasuring 14,265.5 sq. mts. or there abouts (here in after referred to as Plot no2)
- c) By a deed of conveyance dtd 10th Feb. 1970 registered under Sr no 943 of 1970 with the sub-registrar Mumbai between Mrs Tara Sarup of one part and M/S INDIAN CORK MILLS PVT. of the other part for Survery no 7 (1) pt & 7 (2) ie CTS no 190 & 191/1 to 5 of villageTungwa admeasuring 14,265.5 sq. mts. or there abouts (here in after referred to as the Plot no 2)
- d) By a deed of conveyance dtd 6th February 1964 registered under Sr no 442 of 1964 with the sub-registrar Mumbai between Sir Mohmmad Yusuf Trust of the one part and Mr Arun Kumar of the other part for survey no 8 ie CTS no 191 and 191/1 to 7 of village Tungwa admeasuring 12,140 sq. mts, or there about (here in after referred to as the Plot no 3)
- e) By a deed of conveyance dtd 26th February 1970 registered under Sr no 944 of 1970 with the sub-registrar Mumbai between Mr Arun Kumar of one part & M/S AMARTARA PVT. LTD. of the other part for Survey no 8 ie CTS no 191/and 191 / 1 to 7 of village Tungwa admeasuring 12,140 sq. mts. There abouts (here in after referred to as the Plot no 3)
- f) By a partnership deed dtd. 11th May 1996 between M/S INDIAN CORK MILLS LTD. and M/S AMARTARA LTD. formed a company M/S SUNSTAR PROPERTIES and brought in to the said company all the three plots ie. Plot no 1 & Plot no 2 & Plot no 3 with the view to enable M/s SUNSTAR PROPERTIES to develop the said land by constructing buildings there on and sell the flats or commercial premises, shops, Industrial units etc. and to appropriate the sale proceeds.
- g) AND WHEREAS the said land was declared as surplus land by the competant authority appointed under the urban land ceiling Act.

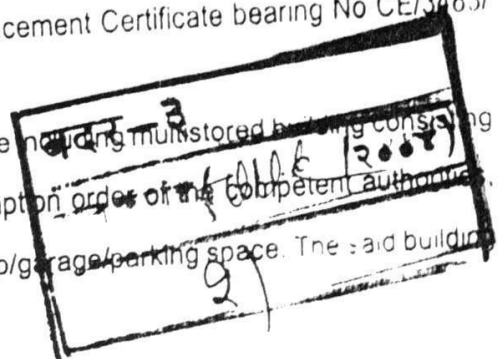
And Whereas the Owners expressed their willingness to undertake to get surplus land exempted under Sec. 20 of the Urban Land Ceiling Act and agreed to put up building thereon in accordance with the direction given by the competent Authority and in accordance with the rules, regulation and by-law of the Mumbai Municipal Corporation and other concerned authorities.

And whereas, the owner obtained exemption order bearing no LOI U/S 20 of ULC Act 1976 vide Govt. letter No BOM 1092 (798) Desk XIII dtd 9th March 1994.

Andwhereas, the owners have submitted the plans to Mumbai Municipal Corporation for the development of the land and putting up building thereon and the MCGM has sanctioned layout plans under their letter No. CE/324/BPES/LOL dated 13/2/1997.

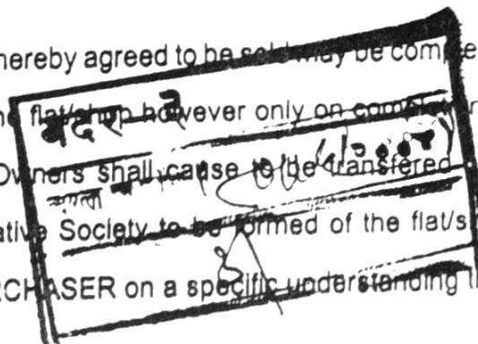
And Whereas the owners have also obtained I.O.D's from the Mumbai Municipal Corporation bearing No. CE/3483/BPES / AL dated 3rd Jan. 1996 and Commencement Certificate bearing No CE/3483/BPES/AL dated 26th Feb. 1999.

And whereas the owners are constructing composite scheme including multistored building consisting of flats on the said land, which according to the said exemption order of the competent authority would be made available to the owner for the sale of flat/shop/garage/parking space. The said building



and the land on which they are constructed are hereinafter collectively referred to as "The Property"

- h) The services of Mr. H. J. Thakur, Architect registered with the Council of Architect have been engaged for preparation of the plans, designs & drawings and to supervise the construction of the said Building on the said Plot;
- i) The plans, specifications, elevation section plans, and details for development of the said Plot by construction of the said Building thereon have been sanctioned by the Municipal Corporation of Greater Mumbai.
- j) The Owners intend to develop the said Plot by completing the construction of the said Building in accordance with the sanctioned building plans with such variations or amendments to the same as the Owners may in their absolute discretion deem fit and proper;
- k) The Owners alone have the sole and exclusive right to sell the flats/shops/parking spaces in the said Building to be constructed by them on the said Plot and to enter into Agreements with the purchasers of such flats/shops/parking spaces and to receive the considerations in respect thereof.
- l) The Flat Purchasers demanded from the Owners and the Owners have given inspection to the Flat Purchaser of all the documents relating to the said Plot including the sanctioned building plans designs and specifications prepared by the Architect and such other documents as are specified in the Maharashtra Ownership Flats (Regulation of the Promotion and Construction Sale Management and Transfer) Act, 1963 (hereinafter referred to as 'The Act') and in the rules made thereunder and that the Flat Purchaser has perused the same and has entered into this agreement knowing fully well the contents and the implications thereof;
- m) And whereas the title of the Owners to the said land has been examined and certified by M/s. Kanga & Co. Solicitors. The copy of the said the Certificate, copies of extract of Property Card showing the nature of the title of the owners are annexed here to and marked collectively Annexure 'A' attached.
- n) The Flat Purchaser has satisfied himself about the title of the Owners to the said Plot and shall not make further investigation of title and no requisition or objection shall be raised on any matter relating thereto and that the Flat Purchaser hereby accepts the title of the Owners to the same;
- o) The owners have commenced construction of the said Building in accordance with the said sanctioned building plans from Municipal Corporation of Greater Mumbai and commencement Certificate has been issued by the said Authority in respect of the said Plot.
- AND WHEREAS while sanctioning the said Plans concerned Local Authority and/or Government has laid down certain terms, stipulations and restrictions which are to be observed and performed by the Owners while developing the said Property and the said Building/s and upon the due observation and performance of which only occupation of the said building/s shall be granted by the concerned local authority.
- p) Under Section 4 of the Ownership Flats Act, the Owners/Developers are required to execute a written agreement for sale of the said flat/shop to the Purchaser being in fact that present and the Purchaser shall also register the said Agreement under the Registration Act;
- q) It is agreed that although the building, in which the flat/shop hereby agreed to be sold may be completed and the Owner may permit the PURCHASER to occupy the flat/shop however only on completion of the entire the work of development of the building the Owners shall cause to be transferred said building and the land underneath in favour of a Co-operative Society to be formed of the flat/shop PURCHASER. This agreement is entered into by the PURCHASER on a specific understanding that



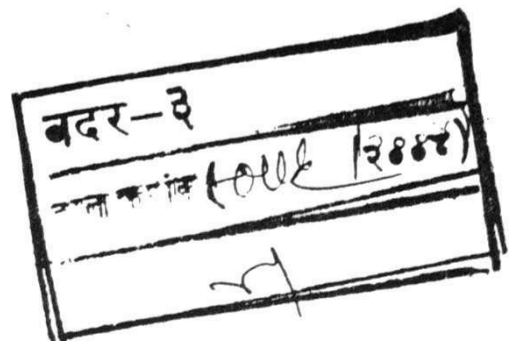
the PURCHASER shall not insist upon the conveyance being executed until the development of the entire various building are complete, and the stamp duty is paid by the flat/shop PURCHASERS.

- r) The Flat/Purchaser applied to the Owners, for allotment to the Flat Purchaser for a Flat/Shop/Car Parking Space No. 1102 on 11th Floor in the said Building known as SUN-SRISHTI in "D" Wing on the said Plot;
- s) Prior to execution of these present the Flat Purchaser has paid to the Owners a sum of Rs. 1,00,000/- (Rupees One Lakh Only Only) on or about 30/8/04 being the deposit or advance of part payment of the consideration of the above Flat agreed to be allotted by the Owners to the Flat Purchaser as deposit or advance payment (the payment and receipt whereof the Owners do hereby admit and acknowledge) and the Flat Purchaser hereby agree to pay to the Owners the balance consideration in the manner hereinafter appearing;
- t) In the foregoing agreement the term 'Flat' shall include flats/shops/car parking spaces or any other premises hereby agreed to be sold and the term 'Flat Purchaser' shall include the purchaser or purchasers of flats/shops/car parking spaces and any other premises hereby agreed to be sold and shall also include the plural and the feminine gender of the term 'Flat Purchaser'.

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

- 1) The Owners agree to sell and the Flat Purchaser agrees to purchase from the Owners a Flat / Shop / Car Parking Space No. 1102 of about — sq. ft. built up area i.e. 450 sq. ft. carpet area (which is inclusive of the area of the balcony and staircase and common areas thereof if any) as shown on the plan thereof hereto annexed (hereinafter referred to as 'The Flat') on the 11th floor of the wing "D" of the building under construction SUN-SRISHTI (hereinafter referred to as 'The Building') on a plot of land situated as Saki - Vihar Road, Powai, Mumbai - 400 072 in the revenue village of Tungwa taluka Kurla within the limits of Greater Mumbai and in the district and registration sub-district of Mumbai City and Mumbai Suburban bearing S. No. 6b ie CTS no. 189 and S No. 7 (1) pt. & 7(2) pt. i.e. CTS No. 190 & CTS No. 190/1 to 5 and S. No. 8 i.e. CTS No. 191 & CTS No. 191/1 to 7 particularly described in the first schedule hereunder written and shown on the plan hereto annexed and (hereinafter referred to as 'The Plot') for the consideration of Rs. 12,60,000/- (Rupees Twelve Lakh Sixty Thousand Only only). The Flat Purchaser shall pay to the owners Rs. 12,60,000/- being the said consideration in the manner as follows :

- A. Rs. 2,65,000/- as earnest money on or before the execution of this agreement
- B. Rs. 57,000/- on completion of plinth.
- C. Rs. 57,000/- on completion of first slab.
- D. Rs. 57,000/- on completion of second slab.
- E. Rs. 57,000/- on completion of third slab.
- F. Rs. 57,000/- on completion of fourth slab.
- G. Rs. 57,000/- on completion of fifth slab.
- H. Rs. 57,000/- on completion of sixth slab.
- I. Rs. 57,000/- on completion of seventh slab.



- J. Rs. 57,000/- on completion of eighth slab.
- K. Rs. 57,000/- on completion of ninth slab.
- L. Rs. 57,000/- on completion of tenth slab.
- M. Rs. 57,000/- on completion of eleventh slab.
- N. Rs. 57,000/- on completion of twelfth slab.
- O. Rs. 57,000/- on completion of brick masonry work.
- P. Rs. 57,000/- on completion of external plaster work.
- Q. Rs. 57,000/- on completion of internal plaster work.
- R. Rs. 57,000/- on completion of of tiles/flooring.
- S. Rs. 20,000/- on possession.
- Rs. 12,60,000/- TOTAL

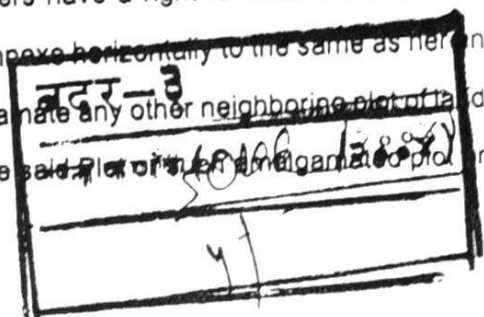


In respect of the Purchase of Shop the aforesaid price shall be paid as follows

- A. Rs. _____ as earnest money on or before the execution of this agreement
- B. Rs. _____ on completion of plinth.
- C. Rs. _____ on completion of first slab.
- D. Rs. _____ on completion of brick masonry work / Plaster work.
- E. Rs. _____ on completion of of tiles/flooring.
- F. Rs. _____ on possession.
- Rs. _____ TOTAL

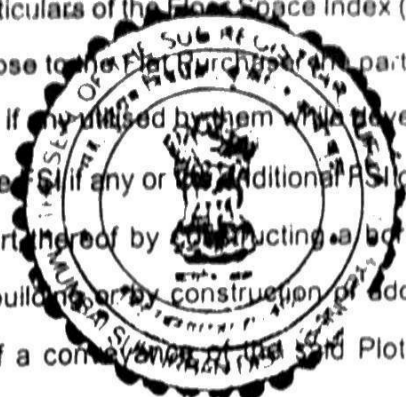
- 2) The Purchaser shall pay the amounts as aforesaid on the due date without fail and without delay or default or demur as time in respect of the said payment is essence of the Agreement. The Owners will forward to the Purchase intimation of the Owners having carried out the aforesaid work at the address given by the purchaser under this Agreement and the purchaser will be bound to pay such amount within seven days of the Owners dispatching intimation under certificate of posting at the address of the purchasers as given in this Agreement.
- 3) The Owners shall construct buildings on the said plot in accordance with the plans designs approved by the concerned local authority and specifications drawn by the owners which have been seen and approved by the Flat Purchaser with such variations and modifications as the Owners may consider necessary or as may be required by the concerned local authority PROVIDED THAT the owner shall obtain the prior consent in writing of the Flat Purchaser in respect of such variations or modifications only if the same adversely affect his Flat.
- 4) The Promoters shall observe, perform and comply with all the terms and conditions stipulations and restrictions if any, subject to which the concerned local authorities have sanctioned the said plans and shall before handing over possession of the said flat to the Flat Purchaser the Owners shall obtain from the concerned local authority occupation and / or completion certificate in respect of the said Building.
- 5) Without disturbing the location of the said Building the Owners have a right to construct additional premises vertically over the said Building or to construct an annex horizontally to the same as hereon elsewhere contained. The Owners shall have a right to amalgamate any other neighboring plot of land with the said Plot and thereafter or otherwise to sub-divide the said plot or the amalgamated plot

15 (5)

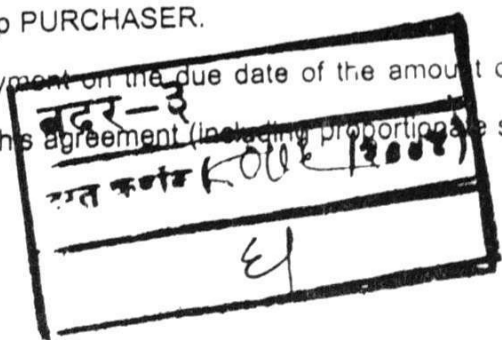


any part thereof re-lay or re-design the layout of the said Plot and or such amalgamated plot or any part thereof.

- 6) The Owners shall furnish to Flat Purchaser all the detailed particulars of the Floor Space Index (FSI) of the said Plot if any utilised elsewhere. The Owners shall disclose to the Flat Purchaser the particulars of the floating FSI or Transferable Development Rights (TDR) if any utilised by them while developing the said Plot. The Owners shall be entitled to utilise the balance FSI if any or the additional FSI or TDR that may be available in respect of the said plot or any part thereof by constructing a horizontal annexe to or a vertical extension or otherwise on the said building or by construction of additional premises anywhere else on the said Plot before execution of a conveyance of the said Plot or an adequate part thereof with the said Building thereon as is hereinafter provided.
- 7) The Owners have made full and true disclosure of the nature of their rights in the said Plot as well as encumbrance if any including any right, title, interest or claim on the said Plot.
- 8) The Owners will sell all the premises in the said Building and additional Premises that will be constructed on the said Plot on ownership basis. The Purchasers of all such premises contained in the said Building alongwith the purchasers of the additional premises that will be constructed on the said Plot should join together to form themselves into one Co-operative Societies duly registered under the Maharashtra Co-operative Act., 1960 or should incorporate a limited liability company under the Companies Act., 1956 or condominium of apartments under the Maharashtra Apartment Ownership Act., 1971 or at soleoption of the Owners to form a separate Co-operative Society or a limited liability. Company or condominium, as aforesaid consisting of the purchasers of all the Premises in the said Building (hereinafter referred to as 'The Organisation') and upon each of the members of such Organisation paying in full the amounts payable by them for purchase of such premises or additional premises as the case may be and otherwise observing the terms and conditions to be observed and performed by each of such purchasers of such premises or additional premises the Owners shall subject to the permission under the Urban Land (Ceiling and Regulation) Act., 1976 convey the said Plot alongwith the said "Building containing the premises purchased by the members of such Organisation is constructed or submit the said plot with the building thereon to the provisions of the Maharashtra Apartment Ownership Act., 1971.
- 9) If such Organisation is formed by the purchaser of the premises and additional premises contained in the said Building the Deed of Conveyance to be granted as above shall be in respect of the said Plot with the said Building thereon containing the premises or additional premises whose purchasers have formed such Organisation.
- 10) Without prejudice to his other obligations and liabilities that may arise in that event, if any default is committed in making payments of the amounts due and payable by the Flat Purchaser to the Owners under this agreement (including proportionate share of taxes levied by the concerned local authority or any other outgoings) on their respective due dates, the Flat Purchaser shall be liable to pay and hereby agrees to pay to the owners interest at the rate 21 percent per annum on all the amounts that may become payable by the Flat Purchaser to the Owners under the terms of this agreement from the due date of such amounts till the date of its payment.
- 11) The Owners shall in respect of any amount remaining unpaid by the PURCHASERS under the terms and conditions of this Agreement have a first and paramount lien and charge on the said flat / shop / premises / garage to be purchased by the Flat / Shop PURCHASER.
- 12) On the Flat Purchaser committing (a) default in payment on the due date of the amount due and payable by the flat Purchaser to the Owners under this agreement (including proportionate share of

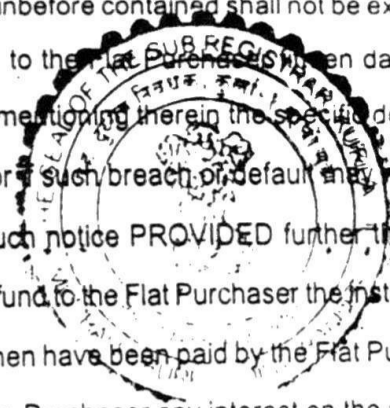


15. (6)



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taxes levied by the concerned local authority or any other outgoing) or (b) on breach of any of the terms and conditions hereinbefore contained the Owners shall be entitled at their own option to terminate this agreement provided always that the power of termination hereinbefore contained shall not be exercised by the Owners unless and until the Owners shall have given to the Flat Purchaser ten days prior notice in writing of their intention to terminate this agreement mentioning therein the specific default or breach on which such notice may have been founded and / or such breach of default may not have been remedied within 15 days from the date of receipt of such notice PROVIDED further that upon termination of this agreement as aforesaid the Owners shall refund to the Flat Purchaser the installments of the consideration in respect of the said Flat which may till then have been paid by the Flat Purchaser to the Owners and the Owners shall not be liable to pay to the Purchaser any interest on the amounts so refunded. Upon termination of the agreement as aforesaid and upon refund of the aforesaid amount the Owners shall be at liberty to dispose of and sell the said Flat to such persons and for such consideration as the Owners may in their absolute discretion think fit.



13) Subject to the Flat Purchaser making full payment of the consideration of the said Flat and all other amounts hereunder payable by him to the Owners and subject to the Conveyance as is hereby contemplated, being executed in favor of the said Organisation, the Owners shall give possession of the said Flat to the Flat Purchaser on or before Dec 31st day of Dec 2004.

If the Owners fail to give possession of the said Flat by the aforesaid date to the Flat Purchaser on account of reasons beyond their control the Owners shall be liable on demand to refund to the Flat Purchaser the amounts received by them in respect of the said Flat with simple interest thereon at 12% per annum from the date the Owners received the same till the date of such repayment PROVIDED Further that the dispute if any between the parties hereto in respect of the breach of the stipulation specified in section 8 of the said Act will be referred to the arbitration of the Competent Authority. Till the entire amount and interest thereon is refunded by the Owners to the Flat Purchaser the same shall be subject to prior encumbrances if any, be a charge on the said Flat and the said Building or part thereof which may have been constructed or that may be under construction provided further that the Owners shall be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid date if the completion of the said Building is delayed on account of:

- i Non-availability of steel, cement and other building material, water or electricity;
- ii War, civil, commotion, Strike, Labour Dispute and or any other natural calamity or act of God;
- iii Any notice, order, notification of the Government and / or other public or competent authority.
- iv Any other circumstances beyond the control of Owners.

14) The Flat Purchaser shall take possession of the said Flat within seven days of the Owners giving written notice to the Flat Purchaser intimating that the Flat is ready for use and occupation.

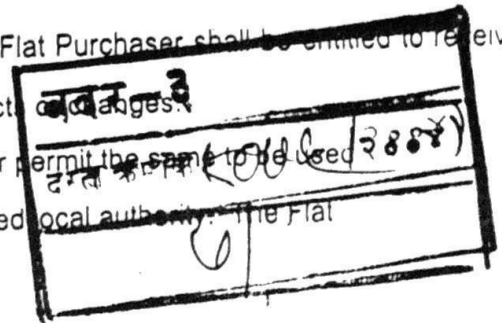
15) If the Flat Purchaser brings to the notice of the Owners any defect in the said Flat or in the said Building or the materials used therein or any unauthorised changes in the construction of the said Building within one year from the date of handingover the said Flat then wherever possible such defects or unauthorised changes shall be rectified by the Owners at their own cost and in case if it is not possible to rectify such defects or unauthorised changes then the Flat Purchaser shall be entitled to receive from the Owners reasonable compensation for such defects or unauthorised changes.

16) The Flat Purchaser shall use the Flat or any part thereof or permit the same to be used only for the purpose that may be permitted by the concerned local authority. The Flat

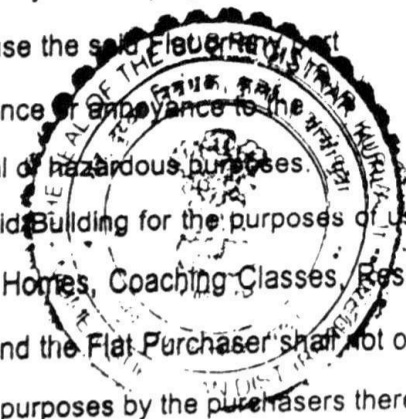
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Purchaser shall use the parking space if any allotted to him only for the purpose of keeping or parking his own vehicles. The Flat Purchaser shall not use the said Flat or part thereof in any manner which may or is likely to cause nuisance or annoyance to the occupiers of neighbouring premises nor for any illegal, immoral or hazardous purposes.

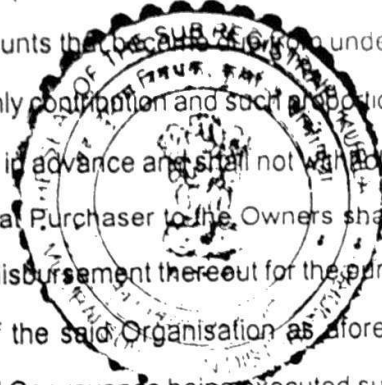


- 17) The Owners shall be entitled to sell the premises in the said Building for the purposes of using the same as Banks, Dispensaries, Nursing Homes, Maternity Homes, Coaching Classes, Restaurant, Hall or for any other residential or non-residential purpose and the Flat Purchaser shall not object to the use of the other premises in such buildings for aforesaid purposes by the purchasers thereof.
- 18) In case the Flat Purchaser gives the said Flat on leave and license basis or any other basis and if on that account the Municipal Authority or any other authority charges the Municipal or other taxes at an increased rate the Flat Purchaser hereby agrees to pay such excess Municipal Taxes in respect of the said Flat. In case the Flat Purchaser fails to pay such increased Municipal Taxes the Flat Purchaser shall alone be liable for all the consequences whether directly or indirectly or remotely from such non-payment.
- 19) The stamp duty, registration charges and all other costs, charges and expenses of and incidental to this agreement and on the Deed of Conveyance of any other documents to be executed in pursuance hereof to transfer the said Plot with the said Building thereon in favor of the said Organisation as also the cost of formation of the Organisation hereby contemplated shall be borne and paid by the Flat Purchaser as ascertained and fixed by the Owners.
- 20) The Flat Purchaser alongwith the other purchasers of the other premises and additional premises in the said Building shall join in the formation and registration of the said Organisation to be known by such name as may be decided by the Owners.
- 21) The Flat Purchaser shall sign and execute the application for registration application of membership bye-laws and other papers and documents and do all other acts, deeds, matters and things necessary for the formation and the registration of the said Organisation. The Flat Purchaser shall not have any objection to the change or modification if any made in the usual or model bye-laws or the Memorandum and Articles of Association of the said Organisation by the Owners. The Flat Purchaser hereby consents and shall consent to the provisions being made in bye-laws, rules and regulations of the Organisation hereby contemplated to the effect that the Flat Purchaser shall not sell, transfer, assign or in anyway create any third party rights, the rights under the foregoing agreement or in respect of the said Flat except with the written consent of the Owners and of the said Organisation after execution of the Conveyance in favor of the said Organisation.
- 22) Commencing a week after notice in writing is given by the Owners to the Flat Purchaser that the Flat is ready for use and occupation the Flat Purchaser shall be liable to bear and pay to the Owners regularly the proportionate share (i.e. the proportion to the floor area of the said Flat has to the floor area of the said Building) of outgoings namely local taxes, betterment charges, development charges or any local taxes, water charges, insurance premium, charges for local light repairs, salaries of clerks, bill collectors, chowkidars, sweeper and such other charges as may be levied by the concerned local authority and/or government in respect of the said Plot and the said Building that may be constructed thereon and all other expenses necessary of and incidental to the management and maintenance of the same until the said Organisation is formed and the said Plot with the said Building thereon are transferred to the said Organisation. When the proportionate share in outgoing is determined the Flat Purchaser shall pay to the Owners provisional

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monthly contribution at the rate of Rs. 1500/- towards such outgoings. The Flat Purchaser shall before possession of the said Flat is given deposit and keep deposited with the said Owners a sum of Rs. 18000/- as security for regular payments of the amounts that become due under the foregoing clause. The Flat Purchaser shall pay such provisional monthly contribution and such proportionate share of outgoing regularly on the fifth day of each and every month in advance and shall not withhold the same for any reason whatsoever. The amounts so paid by that Flat Purchaser to the Owners shall not carry any interest and shall remain with the Owners, subject to the disbursement thereof for the purpose aforesaid until the necessary conveyance is executed in favor of the said Organisation as aforesaid. Subject to the provisions of section 6 of the said Act and on the said Conveyance being executed surplus of such amounts if any lying with the Owners shall be paid over by the Owners to the Organisation. The Owners shall render the account of amounts to the said Organisation upon execution of the conveyance as aforesaid. The said Flat Purchaser shall not have any right of account of such amount. It is agreed that the Electric Meters of each Flat / Shop / Garage required to be transferred in the names of individuals of such premises shall be done by Flat / Shop PURCHASERS at his / her cost for which purpose the OWNERS shall merely sign the consent letter. The amounts referred to herein before or hereinafter so paid by the PURCHASER to OWNERS shall not carry any interest and remain with OWNERS until a conveyance / assignment of lease is executed in favour of the Society or a Limited Company as aforesaid. It is however agreed that in case any amount is spent in excess to the amount received from the PURCHASERS towards outgoings by the OWNERS the same shall be repaid by the PURCHASERS with interest at 21% p.a. on delayed payment on oral intimation.



23) In the event of the Co-operative Society or Limited Company being registered before the sale and disposal by the Owners of all the Flats / Shops and premises in the said Building the Power and authority of such Society or Limited Company so formed of the PURCHASERS herein and other PURCHASERS of the Flats / Shops / Garage shall be subject to the overall powers of the Owners in the matters concerning the Building construction and completion thereof and all facilities pertaining to the same and in particular the Owners shall have absolute authority and control as regards to the unsold flats / shops / open / close / garages / stilted portion and the disposal thereof, the Co-operative Housing Society formed of the PURCHASERS shall not charge any transfer charge or donations to the Owners or the Prospective buyers in case any of the Flat / Shops or garages are sold by Owners to the prospective buyers after the Society is formed and the Owners or the prospective buyer shall not require any consent from the Society so formed. It is also agreed that the Owners shall not pay any type of outgoings to the formed Society in respect of unsold flats, shops, stilts and garages. It is also agreed that any flat / shop / stilt / garage / or other constructed portion not specifically sold to the PURCHASER till or after the registration of society shall remain the unsold property of the Owners till such sale. It is also agreed that the Owners shall also transfer any flat / shop / garages / stilted portion to the new PURCHASERS before the handing over the maintenance of the building or the handing over Registration of Society which ever is later at their discretion.

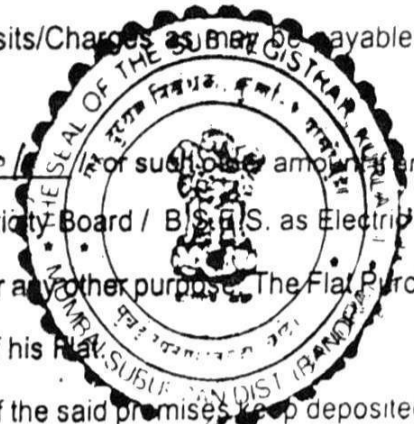
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24) The purchaser hereby expressly agrees that in the event of any tax, premium or betterment charges, deposits including I.O.D. water, sewage etc, being levied in respect of the said premises, he/she shall pay the same to the Owners on demand being made by the promoters on their behalf, and the decision of the Owners in respect of deciding such payment shall be conclusive and binding upon the purchaser. The betterment charges referred to above shall also include charges for installation of water lines, sewage mains, electric sub-station (if any) drainage layout and all other facilities etc. to the purchaser.

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Such charges or additional levies are presently estimated at Rs. 15/- /-per Sq.ft. of built up area of the said Flat which the Purchaser hereby agrees to pay over and above the same mentioned in para above. Besides the Purchaser shall pay Electric Deposits/Charges as may be payable to the M.S.E.B. / B.S.E.S. or such other authority.

- 25) The Flat Purchaser shall reimburse to the Owners Rs. 15000/- for such other amount if any that may be paid to or deposited with the Maharashtra State Electricity Board / B.S.E.S. as Electric Cable charges or service charge for Electric connection or deposit for any other purpose. The Flat Purchaser shall pay the Electric charges as per the charges in respect of his Flat.
- 26) The Flat Purchaser shall on or before delivery of possession of the said premises keep deposited with the Owners the Following amounts :-



1. Rs. 2500/- towards legal charges of the foregoing Agreement.
2. Rs. 350/- towards share money, application entrance fee of the said Organisation.
3. Rs. 2500/- towards Legal charges and expenses for formation and registration of the said Organisation.
4. Rs. 18000/- towards proportionate share of taxes and other charges for 12 months @ Rs. 25 /- per sq.ft. per month of built up area.
5. Rs. 15000/- towards service charges of electric connection / electric cable / electric sub-station / electric meter in clause 25.
6. Rs. 9000/- towards deposits, premium charges payable to various Government or Public Bodies referred in clause 24 above.

Total Rs. 47350/- (Rupees Forty Seven Thousand Three Hundred Fifty only)

- 27) At the time of registration the Flat Purchaser shall pay to the Owners the Flat Purchaser's share of stamp duty and registration charges payable, if any, by the said society or Limited Company on the Conveyance or lease any document or instrument or transfer in respect in respect of the said Land and the Building to be executed in favor of the Society or Limited Company or other Corporate body
- 28) Over and above the consideration in respect of the above flat, the Flat Purchaser shall bear and pay alongwith the consideration payable under clause 1 above, to the Owners a further sum of Rs. 30/- /- per Sq. Ft. of the built-up area of the said flat, in consideration of the Owners providing to and allowing the Flat Purchaser to use and enjoy the said 'Special Amenities' The Owners shall maintain the said Special Amenities until either (a) the formation of the said Organisation consisting of purchasers of the premises in the said Building or (b) upon the Co-operative Society, limited liability company or condominium as aforesaid of the purchasers of the Premises. After the registration of the said Organisation as aforesaid, at the sole option of the Owners the same shall either be maintained by the Owners or such Organisation, as the case may be at such other charges and expenses and on such other terms as may be fixed by the Owners or by such Organisation as the case may be to whom the land with the Special Amenities thereon are transferred to. The Flat Purchaser

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shall always use and enjoy the said Special Amenities and shall pay the proportionate maintenance and outgoings for the Special Amenities to the Owners or to their successors-in-title as the case may be. The number of persons per tenement of the said Building eligible to use the said House and Swimming Pool shall be as under :

Flats : 1 Bedroom 4 Persons allowed
2/3 Bedroom 6 Persons allowed

The detailed rules and regulations for use maintenance and administration of the said Special Amenities shall be drawn up by the Owners and / or the said Organisation upon its formation.



29) The Owners shall maintain a separate account in respect of amount received by the Owners from the Flat Purchaser as advance or deposit towards the share capital for the formation of the said Organisation or towards the outgoing and legal charges for formation & registration of the said organisation.

30) With an intention to bind the Flat Purchaser himself and his successors in title who may for the time being be entitled to the benefit under this agreement the Flat Purchaser hereby covenants with the Owners as follows :-

a. To maintain the said Flat at the Flat Purchaser's own cost in good and tenantable repair and condition from the date on which possession of the said flat is taken and shall not do or suffer to be done anything in or to the said Building common areas, its staircases or its passages, terrace, compound or still or change or alter or make additions in the said Flat or to the said Building which may be against the rules, regulations or bye-laws of the concerned local or any other authority and/or bye-laws, rules and regulations of the Organisation :

b. Not to store in the said Flat any goods which may be of prohibited, hazardous, combustible or of dangerous nature or which may be so heavy as to damage the construction or structure of the said Building or otherwise objectionable to the concerned local or other authority or the said Organisation (except for bonafide personal use);

c. Not to store or carry or cause to be stored or carried any heavy article which may damage or is likely to damage the staircases, common passages, lift or the said Flat or any other part or structure of the said Building including its entrance;

d. To carry out at his own cost all internal repairs to the said Flat and maintain it in the same condition state and order in which it was delivered by the Owners to the Flat Purchaser;

e. Not to do or suffer to be done anything in or to the said Building or the said Flat which may be against the rules, regulations and bye-laws of the concerned local authority or the public authority ;

f. Not to demolish or cause to be demolished the said Flat or any part thereof ;

g. Not to do any addition or alteration of whatever nature in or to the said Flat or any part thereof ,

h. Not to change the elevation and outside color scheme of the said Building ;

i. To keep the portion sewers, drains, pipes of the said Flat and appurtenances thereto in good and tenantable repair and condition and in particular so as to support shelter and protect the other parts of the said Building ;

j. Not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC parts or other structural members of the said Flat without the prior written permission of the Owners and/or the said Organisation as the case may be ;

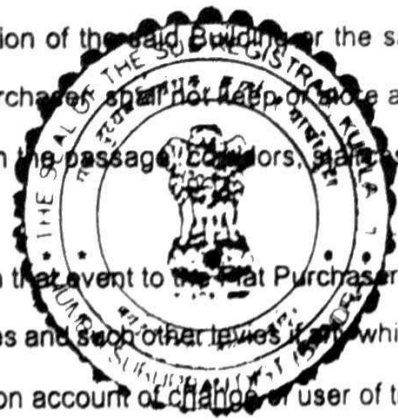
k. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Building or any part thereof or whereby any increased premium shall become payable in respect

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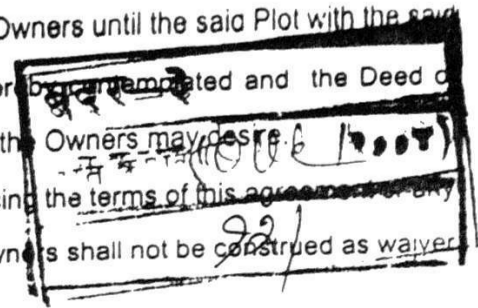
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of such insurances ;

- l. Not to throw dirt, rubbish, rags, garbage or other refuses or permit the same to be thrown from the said Flat in the passages, staircase, corridors, compound or any portion of the said Building or the said Plot, other than the space provided for such purpose. The Flat Purchaser shall not keep or store any goods, Furnitures, fittings or articles outside the said Flat either in the passage, corridors, staircase, terrace or any common areas of the said Building.
- m. Without prejudice to the consequences or liability that may arise in that event to the Flat Purchaser to bear and pay the increases in local taxes, water charges, insurances and such other taxes which are imposed by the concerned local authority and/or government on account of change of user of the said Flat by the Flat Purchaser;
- n. Not to let, sub-let transfer, assign or give on leave and license or part with the possession of the said Flat or any part hereof or the Flat Purchaser's interest or benefit under this agreement in any manner (a) until all the dues payable by the Flat Purchaser to the Owners under this agreement are fully paid-up (b) only if the Flat Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and (c) unless the Flat Purchaser has obtained prior permission to that effect in writing from the Owners and/or the said Organisation as the case may be;
- o. To observe and perform all the rules and regulations which the said Organisation may adopt at its inception and the additions, alternations and amendments thereto that may be made from time to time for protection and maintenance of the said Building and the Flat therein or otherwise ;
- p. To observe and perform the existing building rules, regulations and bye-laws of the concerned local authority and of government and othe public bodies;
- q. To observe and perform all the stipulations and conditions laid down by the said Organisation regarding the occupation and use of the said Flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing as herein elsewhere provided;
- 31) Till the Deed of Conveyance of the said Plot with the Building thereon is executed in favor of the said Organisation the Owners their agents, representatives and their Architects and surveyors and their agents with or without workmen at all reasonable times shall be entiled to enter into and upon the said Flat to view and examine the state and condition thereof ;
- 32) The Flat Purchaser shall not transfer or otherwise create in any manner any third party rights under the foregoing agreement in respect of the said Flat except with the prior written consent of the Owners and/ or the said Organisation as the case may be.
- 33) Nothing contained in this agreement is intended to be nor shall be construed as a grant demise or assignment in law of the said Flat or any part thereof on the said Building or the said Plot or any part thereof. The Flat Purchaser shall have no claim to any other portion of the said Building save and except in respect of the said Flat. All open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, garages, stilt portion, terrace on the top, unutilised FSI or additional FSI including TDR which may hereafter become available shall remain the property of the Owners until the said Plot with the said Building thereon is transferred to the said Organisation as is here by contemplated and the Deed of Conveyance shall contain a necessary covenant to that effect as the Owners may desire.
- 34) Any delay tolerated or indulgence shown by the Owners in enforcing the terms of this agreement or any forbearance of or giving of time to the Flat Purchaser by the Owners shall not be construed as waiver



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on the part of the Owners of any breach or non-compliance of any of the terms and conditions of this agreement by the Flat Purchaser nor shall the same in any manner prejudice the rights of the Owners. The original hereof shall remain with the Flat Purchaser. The Flat Purchaser shall present this agreement at the appropriate sub-registry for registration thereof and the Owners will attend such sub-registry for registration thereof and admit execution thereof upon prior intimation for the purpose being received from the Flat Purchaser.

All the notices to be served on the Flat Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Flat Purchaser under Certificate of Posting at his address specified hereinabove.



The terrace space in front of or adjacent to the terrace Flats if any in the said Building shall belong exclusively to the respective purchaser of the terrace flats and such terrace space are intended for the exclusively use of the purchasers of terrace flats. The said terrace shall not be covered or enclosed by the Flat Purchaser till the permission in writing is obtained from the concerned local authority and the Owners or the said Organisation as the case may be and subject to permission or any other charges, taxes, etc. which may be payable to any local authority.

) The Owners shall have a right to erect illuminated neon signs or otherwise hoardings or any other advertising media on the said Building or any part thereof or on the outer walls thereof as also on the said Plot or any part thereof.

) This Agreement shall always be subject of the provisions of the said Act or Maharashtra Apartment Ownership Flats Act (Mah Act No. XIV of 1964) and the Rules made thereunder.

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

THE FIRST SCHEDULE HEREINABOVE REFERRED TO :

All that piece & parcel of land or ground bearing S-no. : 6b ie: CTS no 189 of M/S INDIAN CORKS MILLS LTD., joined in partnership of M/S. SUNSTAR PROPERTIES, abutting Saki Vihar Road of village Tungwa, admeasuring, **4127.95 sq. mts** or there about having its adjoining boundaries on the

RTH - by land bearing CTS no. 184 of M/s. BRIGHT PAINT & VARNISH COMPANY.

UTH - by land bearing CTS no. 190 of M/S INDIAN CORK MILLS LTD.

ST - by land bearing CTS no. 184 of M/S BRIGHT PAINT & VARNISH COMPANY.

EST - by SAKI VIHAR ROAD.

All that piece and parcel of land bearing S no 7 (1) pt. & 7 (2) pt, ie, CTS no 190 & CTS no 190 / 1 to 5 of M/S INDIAN CORKS MILLS LTD joined in partnership of M/S. SUNSTAR PROPERTIES abutting SAKI VIHAR ROAD of village Tungwa admeasuring **14,265.5 sq. mts.** Or there about having its adjoining boundaries on the

NORTH - by land bearing CTS no. 189 of M/S INDIAN CORKS MILLS LTD

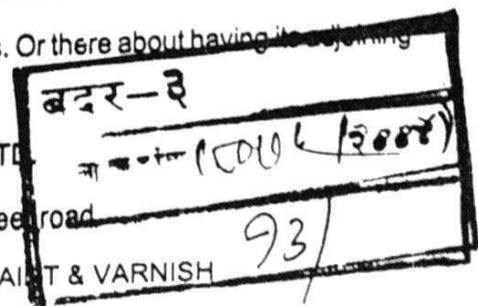
SOUTH - by land bearing CTS no. 191 of M/S AMARTARA LTD and 30 feet road

EAST - by land bearing CTS no. 184 and CTS no. 188 of M/S BRIGHT PAINT & VARNISH

COMPANY.

WEST - by SAKI VIHAR ROAD.

All that piece and parcel of Land bearing S.NO. 8 ie CTS no. 191 & CTS no. 191/1 to 7 of M/S



AMARTARA LTD. joined in partnership of M/S SUNSTAR PROPERTIES, abutting SAKI VIHAR ROAD of village Tungwa, admeasuring 12,140 sq. mts. or thereabouts having its adjoining boundries on the H - by land bearing CTS no. 190 of M/S INDIAN CORK MILLS LTD.

TH - by 60 feet D. P. Road.

T - by 30 feet Road.

- by SAKI VIHAR ROAD.



SCHEDULE SECOND ABOVE REFERRED TO :

Flat No. 1102 on 11th Floor of Wing No. D of 'SUN - SRISHTI' admeasuring about 450 sq. ft. built up area surrounded by black colour boundary in the Plan annexed hereto

SPECIAL AMENITIES :

- Cable Connection.
- Special tools and equipment for Children's Park.
- Club with incidental amenities.
- Swimming pool.
- Table Tennis.
- Chess Room / Carrom Room.

LIST OF SPECIFICATIONS AND AMENITIES

1. R. C. C. framed structure.
2. Entrance door of teakwood.
3. Powder Coated Aluminium sliding windows.
4. One night latch, chain and magic eye (peep hole) to each flat.
5. Internal doors of C.P. Teakwood with Aluminium fittings.
6. Main door fitting with Chromium plated aldrip.
7. Flooring : Marble / Ceramic.
8. Cooking platform with Granite top and built in sink having appropriate level of tiles dado.
9. Full glazed tiles, dado and flooring in bath with marble/ceramics and full dado in W.C.
10. Wash basin with mirror.
11. Towel rod.
12. One shower in each bathroom.
13. a) Concealed copper wiring with appropriate light points, one fan point and one plug point in each room
b) Electric bell.
14. Mini Boiler / Gyser.
15. A number plate for individual flat.
16. Cement paint to outer surface of the structure.
17. Interior walls with O. B. D. paint.
18. Two telephone points in each flat.
19. Overhead and suction tanks with pumps for adequate water supply.

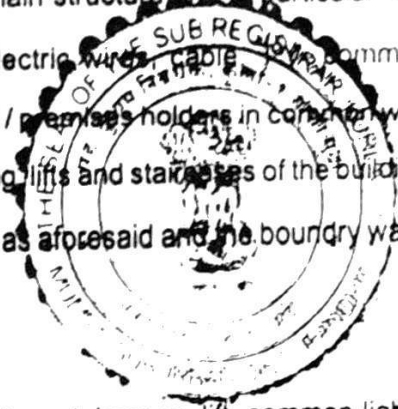
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SCHEDULE THREE ABOVE REFERRED TO :

The Purchaser hereby also agrees that the following expenses will be borne by him.

The expenses of maintaining, repairing, redecorating etc. of the main structure and in particular the terrace, main water pipes, lifts and common telephone lines, electric wires, cable, common cables, in under or upon the building and enjoyed or used by the flat / premises holders in common with the other occupiers of flats and the main entrance passages, landing, lifts and staircases of the building or enjoyed by the purchaser or used by him / her / them in common as aforesaid and the boundary walls of the building compound etc.



The cost of cleaning and lighting the passages, water pump, landing, staircases, lift, common lights and other parts of the building used by the flat holder (s) in common as aforesaid.

The cost of the salaries of the clerks, bill collector, liftmen and chowkidars, pump-men sweepers and such person appointed in that regards etc.

The cost of working and maintainance of common light, water pumps, lifts, roads and other service charges.

5. Deposits / Cost for building water-meters, electric-meters, sewer line etc.
6. Municipal Tax, N. A. Assesment & Other Taxes.
7. Insurance Charges of the Building if insured.
8. MCGM Water Charges / Water Tanker charges in case of acute shortage.
9. The Cost of decorating the exterior of the building.
10. Such other expenses as are necessary or incident for the maintenance and up keep of the building and amenities in the compound like recreation grounds, its access, lifts, compound light etc.

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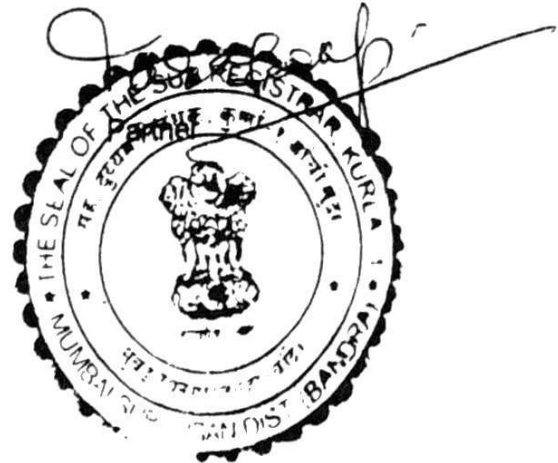
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WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands on the day
th and the year first hereinabve written.

Signed, Sealed and Delivered)
the withinnamed Owners)
M/s. SUNSTAR PROPERTIES)

For M/s: SUNSTAR PROPERTIES



in the presence of)

Signed, Sealed and Delivered)
by the withinnamed Flat / Shop /)
Garage Purchaser)
n the presence of)

[Handwritten signature]
[Handwritten signature]

MR. REJIT MENON.)
MRS. OLINDA R. MENON.)

Received of and from withinnamed)
Flat / Shop / Garage Purchaser)
a sum of Rs. 1,00,000/-)
(Rupees One Lakh only)

in cash / by cheque No. 000081)
dated 30/8/04 drawn on UTI Bank Ltd.)
Bank B.K.C. Bandra - (E))
being the earnest money to be paid)
by him / her / them to us as)
withinmentioned.)

Rs. 1,00,000/- (One Lakh only)

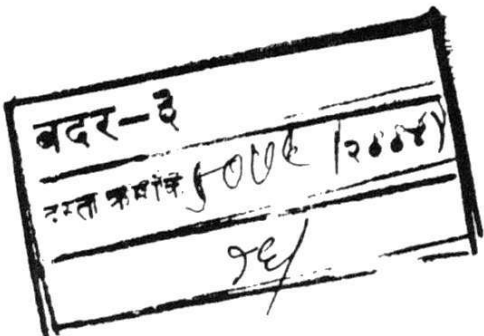
We Say Received
For Messrs. SUNSTAR PROPERTIES

[Handwritten signature]
Partner

[Handwritten initials]

Witness :

- 1.
- 2.



ANNEXURE 'A'

CERTIFICATE OF TITLE

KANGA & CO

(Regist.)

Advocates, Solicitors & Notaries

Established 1890

Readymoney Mansion,
43, Veer Nariman Road,
MUMBAI - 400 001.
INDIA

MLB/KV/12205/2000

Telephone :

22 288 6541

22 204 2288

91 22 204 3726

91 22 285 1540

Email :

kanga@bom5.vsnl.net.in

In reply quote _____

Re: Property situate lying and being at Village Tungwa, abutting Saki Vihar Road, bearing Survey No.6B, CTS No.189 admeasuring 4127.95 sq.metres or thereabouts and Survey No.7B(1) (part) and 7B (2) (part) C.T.S. No.190 and 190/1 to 5 admeasuring 14,265.5 square metres or thereabouts belonging to INDIAN CORK MILLS LTD.

AND

Re: Property situate lying and being at Village Tungwa, abutting Saki Vihar Road, bearing Survey No.8, CTS No.191 and 191/1 to 7 admeasuring 12140 square metres or thereabouts belonging to AMARTARA LIMITED

1. Indian Cork Mills Limited is inter alia seised and possessed of or otherwise well and sufficiently entitled to the property more particularly described in the First Schedule hereunder written.

2. Amartara Limited is inter alia seised and possessed of or otherwise well and sufficiently entitled to the property more particularly described in the Second Schedule hereunder written.

3. By a Deed of Partnership dated the 11th day of May 1996 made between Amartara Limited therein called Amartara of the One Part and Indian Cork Mills Ltd. therein called Indian Cork Mills Ltd. of the Other Part, Amartara and Indian Cork Mills Ltd. started carrying on business in partnership in the firm name and style of Messrs. Sunstar Properties and are developing the properties more particularly described in the First and Second Schedules hereunder written.

AS

बदर-३
१०/०६/२००४
१०/

14,265.5 square metres or thereabouts and bounded as follows:- on or towards the North by CTS No.189 belonging to Indian Cork Mills Ltd. on or towards the South by CTS No.191 belonging to Messrs.Amartara and Feet Road, on or towards the East by CTS No.18 and CTS No.188 belonging to Messrs.Bright Paint and Varnish Company, on or towards the West by Saki Vihar Road.

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land or ground situate, lying and being at Village Tungwa, abutting Saki Vihar Road, bearing Survey No.8, CTS No.191 and CTS No.191/1 to 7 measuring 12140 sq. metres or thereabouts and bounded as follows: that is to say: on or towards North by CTS No.190 belonging to Messrs.Indian Cork Mills Limited, on or towards South by 60 Feet D.P.Road, on or towards the East by 30 Feet Road and on or towards West by Saki Vihar Road.

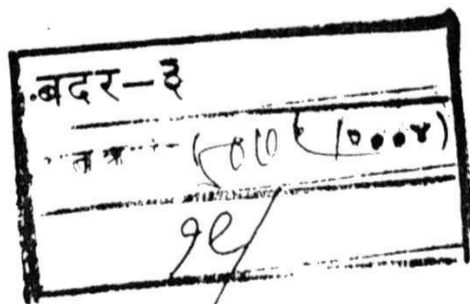
DATED this 10th day of July, 2000.

KS.

KANGA AND COMPANY,

Kmlussanji

PARTNER.



KS.



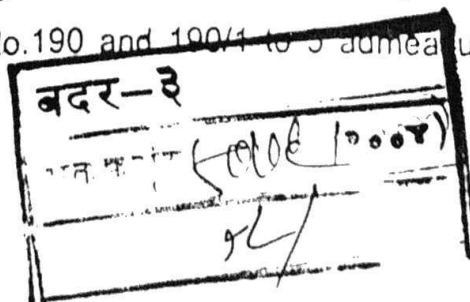
4. We have investigated the title of Indian Cork Mills Ltd. to the property more particularly described in the First Schedule hereunder written by perusing the documents and papers, giving advertisement in the local newspapers and taking searches in the office of the Sub-Registrar of Assurances at Mumbai, Bandra and other revenue authorities and in our opinion, the title of Indian Cork Mills Ltd. to the property described in the First Schedule hereunder written appears to be clear and marketable and free from encumbrances.

5. We have also investigated the title of Amartara Ltd. to the property more particularly described in the Second Schedule hereunder written by perusing the documents and papers, giving advertisement in the local newspapers and taking searches in the office of the Sub-Registrar of Assurances at Mumbai, Bandra and other revenue authorities and in our opinion, the title of Amartara Limited to the property described in the Second Schedule hereunder written appears to be clear and marketable and free from all encumbrances.

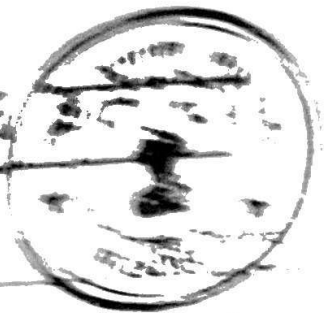
THE FIRST SCHEDULE ABOVE REFERRED TO :

FIRST:- ALL THAT piece or parcel of land or ground situate, lying and being at Village Tungwa, abutting Saki Vihar Road, bearing Survey No.6B, CTS No.189 admeasuring 4127.95 sq. metres or thereabouts and bounded as follows: i. e. on or towards North by CTS No.184 belonging to Bright Paint & Varnish Company, on or towards South by CTS No.190 belonging to Indian Cork Mills Ltd., on or towards the East by CTS No.184 belonging to Messrs.Bright Paint & Varnish Company, on or towards West by Saki Vihar Road.

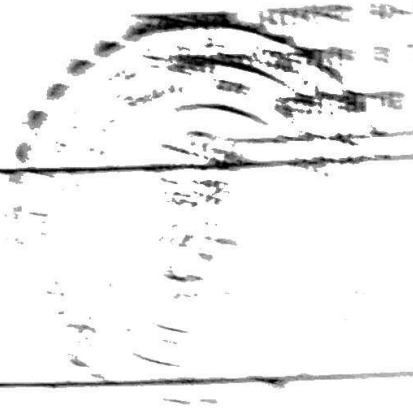
SECONDLY: ALL THAT piece or parcel of land or ground situate, lying and being at Village Tungwa abutting Saki Vihar Road, bearing Survey No.7B (1) pt. and 7B (2) pt. CTS No.190 and 190/1 to 5 admeasuring



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खरदोने
सबुग मिळकत

S.I
गजिपटर दस्त क्र.
११२६४
दि. १२/११/२०००

(धा.)

श्री. धरम कुमार

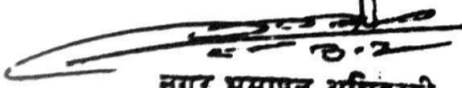
करफार. १ प्रम
महा ४४४
३ २०००
ने. ५. ४.
११/१०/१२

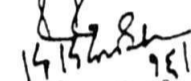


[११/११/२०००] अर्ज आल्याची तारीख ११/११/२०००
दस्तावेज ६३९९ नक्कल तयार तारीख ११/११/२०००
प्रतिवार तयार करणार ..
..... तपासणी करणार ..
०:५० नक्कल दिल्याची तारीख ११/११/२०००
२:५०
.....

मिळकत पत्रिकेच्या प्रमाणित प्रतीवर दाखल
क्र. ९५३३:० चौ. मी.

अक्षरी नंडु हजार पत्रिका तेहतीस पूर्वीतून चौरस
मीटर हे मुळ मिळकत पत्रिकेवर नमूद केलेल्या
क्षेत्राच्या मेळ्यात असण्याची खात्री केली आहे.

खरी प्रती

नगर भूमापन अधिकारी
धाटकोपर.


१६/११/२०००
अधीक्षक, भूमि अभिलेख
मुंबई उपनगर जिल्हा
मुंबई.

बदर-३
दस्त क्रमांक (०१०६/२००४)
२३


११/११

गाव - मुंठावा
तालुका - कुली

कब्जेदार (29) 58 955 958
सि इंडियन टाई मिल्स
के प्रा. लि (982)

स नं. ७ हिस्सा नं. 2	प.	२	२८
क्षेत्र लावणी लायक	०	५	
पोट खराबा	२	३३	
एकूण	रुपये	आ.	पैसे
आकार	५	-	३७
बुडी अथवा	-	-	-
जादा आकार	-	-	-
पाणी	-	-	-

वर्ष	लागवड करणाराचे नाव	क्षेत्र	रीत	पिके आणि लागवड	क्षेत्र	शेरा

असल बरहुकुम खरी नकल असे नम्वार ता. 27/7/2000

क. व. सु. सु. सु.
ता. 24/4/2000
सलाठी सजा पबई
वदर-कुन

वदर-३
20/

गाव - मुंठावा
तालुका - कुली

कब्जेदार (38) 956
डा. र. कुमार (956)

स नं. ८ हिस्सा नं. -	प.	२	२३
क्षेत्र लावणी लायक	०	८	
पोट खराबा	२	३१	
एकूण	रुपये	आ.	पैसे
आकार	५	-	१२
बुडी अथवा	-	-	-
जादा आकार	-	-	-
पाणी	-	-	-

वर्ष	लागवड करणाराचे नाव	क्षेत्र	रीत	पिके आणि लागवड	क्षेत्र	शेरा

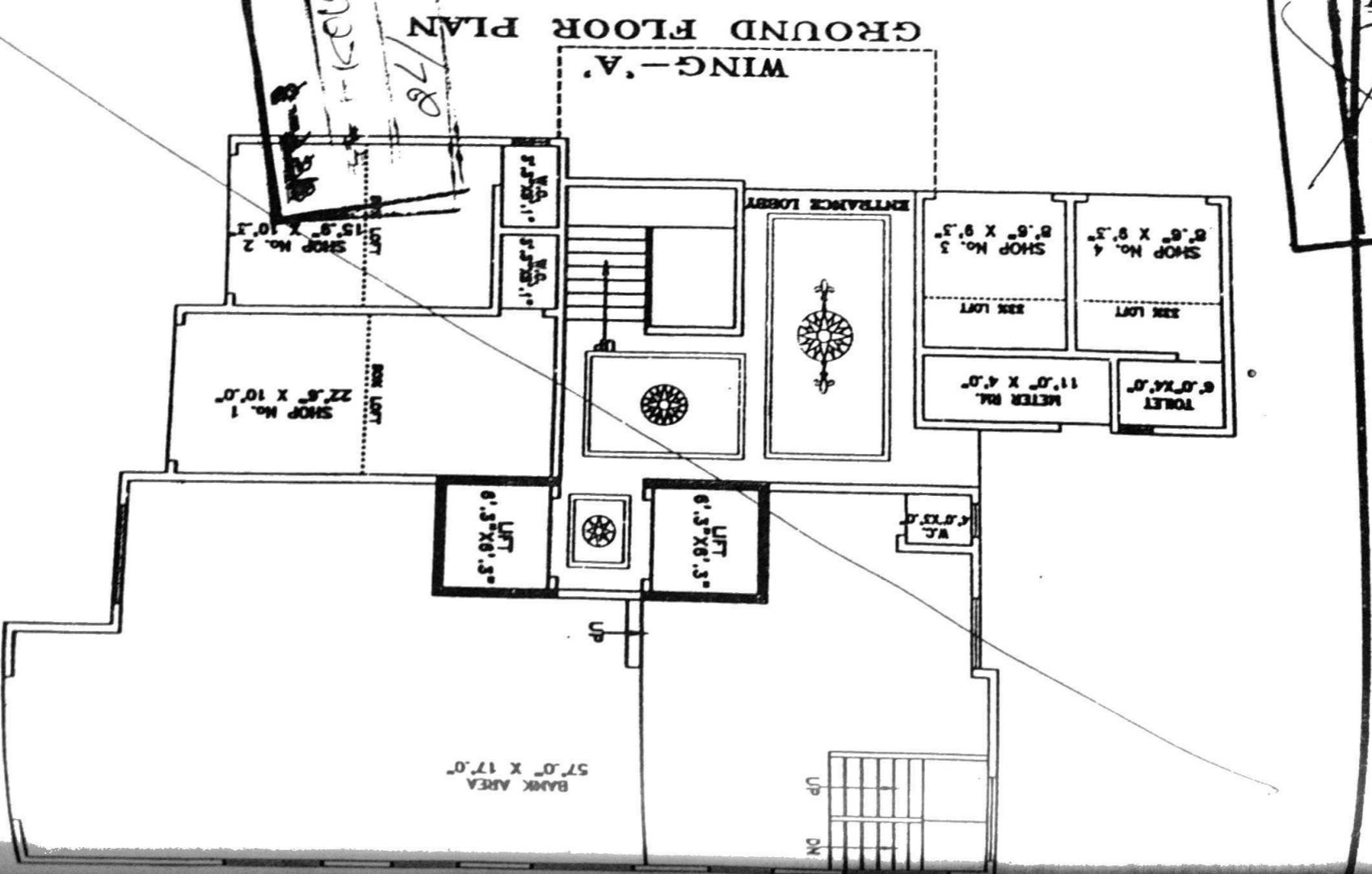
असल बरहुकुम खरी नकल असे नम्वार ता. 27/7/2000



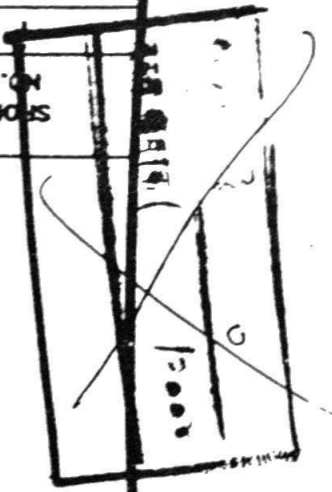
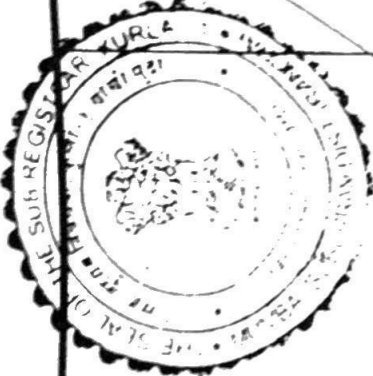
क. व. सु. सु. सु.
ता. 24/4/2000
सलाठी सजा पबई
वदर-कुन

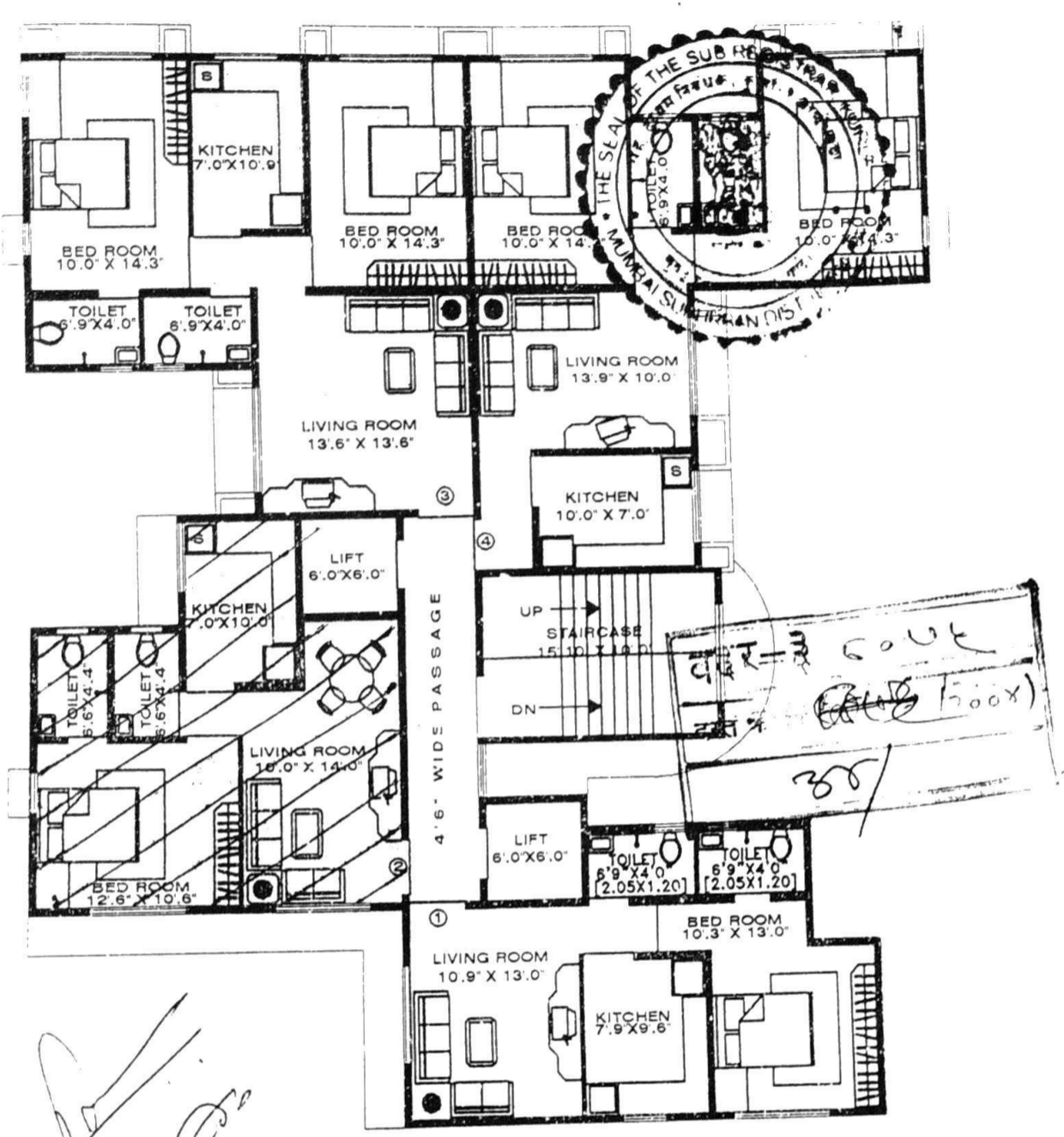
SHOP NO.	BUILT-UP AREA	345.00
2	SOFT.	260.00
3		115.00
4		150.00

DEVELOPERS: SUN-STAR PROPERTIES	SHOP NO.	FLOOR	AREA IN SOFT.
SUN-SRISHTI COMPLEX AT C.T.S. No. 189,190 ON VILLAGE TUNGWA, SAKI VIHAR ROAD, PUNE-411 002	MADE OF OWNER	SHOP NO.	
		FLOOR	GROUND



GROUND FLOOR PLAN
WING-A





TYPICAL FLOOR PLAN

Tarapur

TYPE	AREA
1 BHK	575.00 sqft
1 BHK	600.00 sqft
2 BHK	860.00 sqft
2 BHK	830.00 sqft

SUN SRISHTI WING 'D'

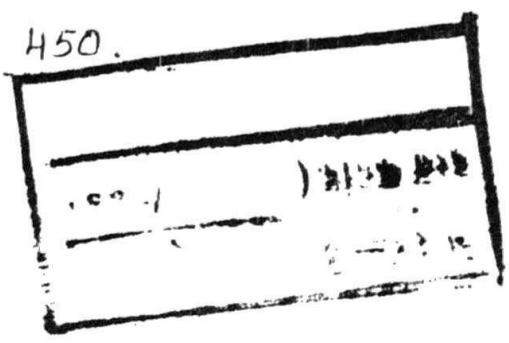
FLOOR: ...11th
FLAT No: ...1102

SUN SRISHTI
SAKI-VIHAR ROAD,
POWAI MUMBAI - 72

FLOOR NO. ...11th...

FLAT NO. 1102

CARPET AREA 450.



करल - ३
१०८३ २२ १३५
२००९

MUMBAI MUNICIPAL CORPORATION
No. CE/3483/BESIAL 10 DEC 2009

To: Shri R.G. Vitramant C.A. to Owner
2nd floor Shirdi House,
H.S. B. Road, Mulund (W)
Mumbai.

Sub:- Full Occupation to Wing D (Stilt + 12 upper floors) on plot bearing
CTS No. 189, 190 & 191 of Village Tungwa, Salt Vihar Road, Kuria
(W).

Sr. The full development work of Residential building (i.e. Wing 'D' comprising of Stilt + 12 upper floors situated on plot bearing CTS No. 189, 190 & 191 of Village Tungwa is completed under the supervision of Licensed Architect Shri H.J. Thakur having Licence No. CA/78/4641 and Licensed Structural Engineer having Licence No. STR/1007/09 occupied on the following conditions:

1. That Certificate under Sec. 270-A of Mumbai Municipal Corporation Act, 1925 submitted within three months.
 2. That remaining I.O.D. condition shall be complied with.
- A set of certified completion plans is returned herewith in token of Municipal approval.



Note :- This permission is issued without prejudice to actions under sections 305, 353-A of Mumbai Municipal Corporation Act.

Yours faithfully,

Sd/-
Executive Engineer
(Building Proposals) E.S.-1

10 DEC 2009

Copy forwarded for information to the Architect
Shri H.J. Thakur.

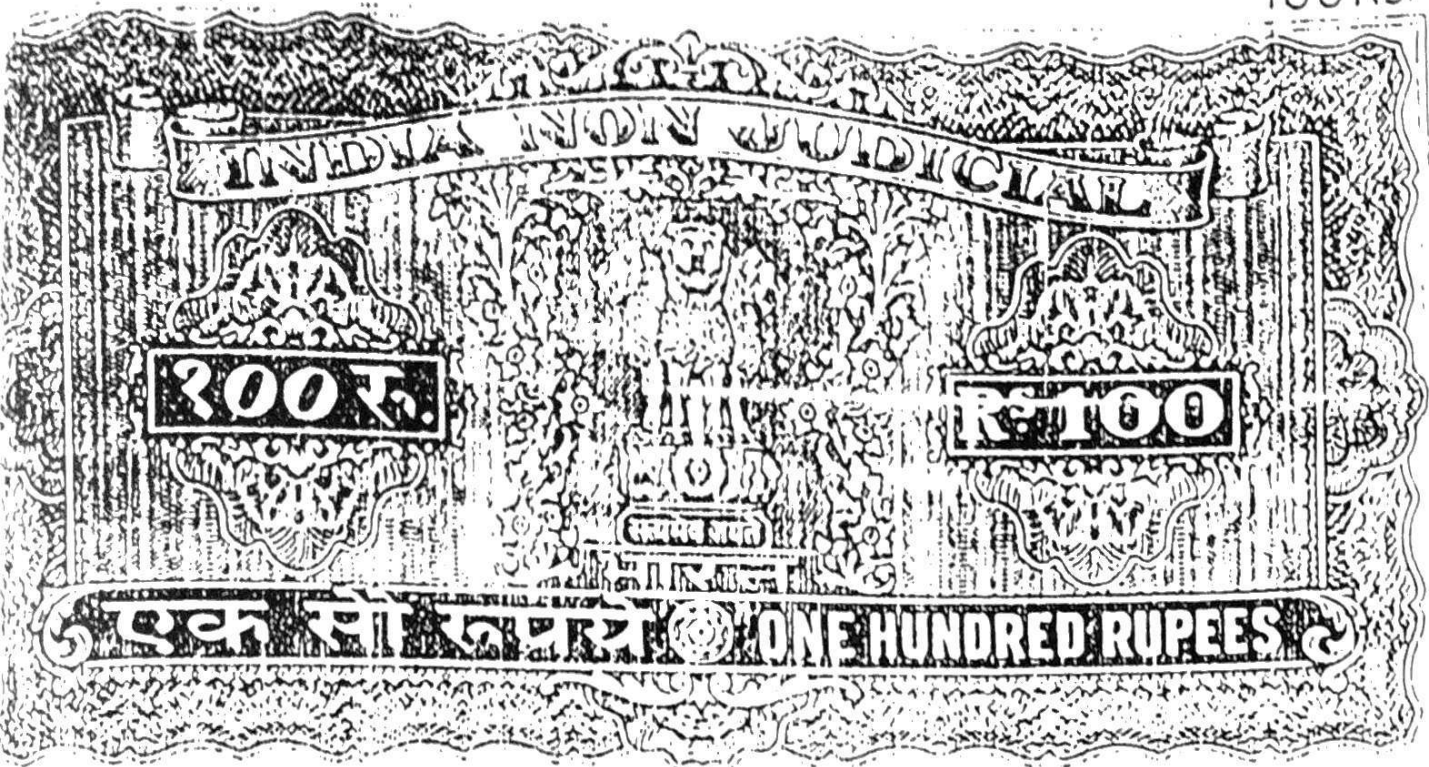
Sd/-
CEE (B.P.) E.S.-1

TRUE COPY
Thakur H.J.
H. J. THAKUR
Architect

101000120

Handwritten notes and signatures:
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100Rs.



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2001

POWER OF ATTORNEY

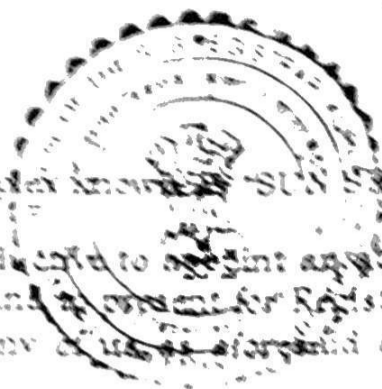
TO ALL TO WHOM THESE PRESENTS SHALL COME WE (1) M/s. Indian Cork Mills Ltd. (2) M/s. Amartara Limited partners of M/s. SUNSTAR PROPERTIES having office at Saki-Vihar Road, Powai, Mumbai - 400072, SENDS GREETINGS :

WHEREAS our partnership firm M/S. SUNSTAR PROPERTIES is well and sufficiently entitled to -

1. ALL THAT piece or parcel of land or ground situate, lying and being at village Tungwa, abutting Saki-Vihar Road, bearing Survey No. 6B, CTS No. 189 admeasuring 4127.95 Sq. metres or thereabouts.
2. ALL THAT piece or parcel of land ground situate, lying and being at village Tungwa, abutting Saki-Vihar Road, bearing Survey No. 7B (1) pt. And 7B (2) pt. CTS No. 190 and 190/1 to 5 admeasuring 14,265.5 Sq. metres or thereabouts.
3. ALL THAT piece or parcel of land ground situate, lying and being at village Tungwa, abutting Saki-Vihar Road, bearing Survey No. 8, CTS No. 191 CTS No. 191/1 to 7 admeasuring 12140 Sq. metres or thereabouts.

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बदर-३
सं. क्र. (१२३६/१००४)
30



AND WHEREAS we are constructing a complex known as "SUNSHINE" being constructed on the aforesaid property AND WHEREAS it is felt expedient and conducive to admit an attorney who shall appear before the sub-Registrar and to present for Registration all such agreement for sale executed by any of us as aforesaid and to admit the execution thereof

NOW KNOW WE ALL AND THESE PRESENTS WITNESSETH THAT

M/s. Indian Cork Mills Ltd., (2) M/s. Amartara Limited, partners of M. S. SUNSTAR PROPERTIES do hereby nominate constitute and appoint SHRI. RAJESH G. VILLATRAMANI, SHRI. KAMLESH H. THAKUR to be our true and lawful attorney to do execute and perform on our behalf jointly and each to them severally, the following acts, deeds matters and things namely:

In our name and on our behalf to appear before the sub-Registrar office at Chenbur and Bombay and to present for registration all the agreements for sale executed by either of us in respect of the complex known as "SUNSHINE" being constructed on said property and to admit the execution thereof on our behalf.

In our name and on our behalf to do all the acts that may be required for carrying out the aforesaid purpose.

And generally to do all other deeds matters and things as attorney shall deem fit and in respect of the admitting the agreement for sale executed by us before the Sub-Registrar.

4. And we hereby agree that all acts deeds things lawfully by our attorneys or attorney be constructed as acts, deeds and done by us and we undertake to ratify and confirm all and, that said, attorney shall lawfully do or cause to be done in virtue of the power hereby given.

SCHEDULE OF PROPERTY

1. ALL THAT piece or parcel of land or ground situate, lying and being at village Tungva, abutting Saki-Vihar Road, bearing Survey No. 53, CTS No. 189 admeasuring 4127.95 Sq. metres or thereabouts.
2. ALL THAT piece or parcel of land ground situate, lying and being at village Tungva, abutting Saki-Vihar Road, bearing Survey No. 73 (1) pt. And 73 (2) pt., CTS No. 190 and 190/1 to 5 admeasuring 4265.5 Sq. metres or thereabouts.

बदर - ३
१९०४
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बदर - ३
१९०४



ALL THE PARTIES HERETO HAVE READ AND UNDERSTOOD THE CONTENTS OF THE FOREGOING AND HAVE AGREED TO THE SAME

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND AFFIXED THEIR SEALS THIS 15th DAY OF APRIL 1901

STATE OF GEORGIA AND DEPARTMENT OF AGRICULTURE

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND AFFIXED THEIR SEALS THIS 15th DAY OF APRIL 1901

MISS JUDITH ANN HILLS

MISS JUDITH ANN HILLS

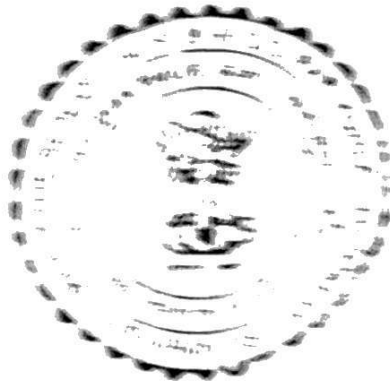
RESIDENCE OF

STATE OF GEORGIA AND DEPARTMENT OF AGRICULTURE

MISS JUDITH ANN HILLS

MISS JUDITH ANN HILLS





RECEIVED FROM THE DIRECTOR GENERAL OF THE CUSTOMS

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पुणे नगरपालिका, पुणे - ४११००४

नोंदणीपूर्व गोषवारा

पक्षकाराची सूची

व्यवसाय

सूचना

- १. मालक: क. १२३४५६७८
- २. मालकाचा पत्नी: क. १२३४५६७८
- ३. मालकाचा मुलगा: क. १२३४५६७८
- ४. मालकाचा मुलगी: क. १२३४५६७८
- ५. मालकाचा मुलगा: क. १२३४५६७८
- ६. मालकाचा मुलगी: क. १२३४५६७८

१. मालकाची सूची

२. मालकाची सूची

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६. मालकाची सूची

(पक्षकाराची स्वाक्षरी)

इतर सूची ऑपरेटर ची स्वाक्षरी)

१. मालकाची सूची

२. मालकाची सूची

१. मालकाची सूची

२. मालकाची सूची

व्यवसाय निबंधकाची स्वाक्षरी)

पत्र - ३

दस्तावेज क्रमांक (१०६ / २००४)

५०



दुय्यम निबंधकः

दस्त गोषवारा भाग-1

वदर3

दस्त क्र 8076/2004

२६ २३

8076/2004

करारनामा

पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

लिहून घेणार

वय 24

सही



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लिहून घेणार

वय 28

सही



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खालील 1 पक्षकारांची कबुली उपलब्ध नाही.

अनु क्र. पक्षकाराचे नाव

महाराज सनरटार ग्रॅप, तर्फे भागीदार तारा स्वरूप तर्फे कु मु कमलेश हरी टाकर



दस्त गोषवारा भाग - 2

वदर3

दस्त क्रमांक (8076/2004)

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दस्त क्र. 8076/2004 चा गोषवारा
मुलूड मुं. 8076/2004 भोंवदला 1260000 भरलेली मुद्राक शुद्ध 07/09/2004

पावती क्र. 8073 दिनांक 07/09/2004
पावतीचे वर्णन
ना. 1. रजोत मंगल

दस्त हजर वेळ्याचा दिनांक : 07/09/2004 10:57 AM

करारनामा क्रमांक : 31.08/2004

दस्त हजर करणा-याची सही :

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13810 दिनांक 07/09/2004

900 दिनांक 07/09/2004

(आ. 11(2)).

रजवात (अ. 12) च घातकित्तः 12

एकत्रित फो

दस्त क्र. 251 करारनामा

दस्त क्र. 1 वी वेळ (रगदरीकरण) 07/09/2004 10:57 AM

दस्त क्र. 2 वी वेळ (एपी) 07/09/2004 11:01 AM

14710 दिनांक

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दु. निबंधकाची सही, कुर्ला 1 (कुर्ला)

दस्त हजर असून निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात, त्यांची ओळख पटवितात.

1. दिनेश टक्कर - - , घर/फ्लॅट नं: 702, विनायक आशिष , एम एम एम मार्ग , मुलूड मुं 80

केव व. कापकर

मालकी रस्ता -

इमारतीचे नाव -

इमारत नं. -

पेट बसाहता -

शहर/गाव -

ता.दुका -

पिन -

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2. आशिष टक्कर - - , घर/फ्लॅट नं: 702, विनायक आशिष , एम एम एम मार्ग , मुलूड मुं 80

मालकी रस्ता -

इमारतीचे नाव -

इमारत नं. -

पेट बसाहता -

शहर/गाव -

ता.दुका -

पिन -

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दु. निबंधकाची सही

कुर्ला 1 (कुर्ला)

केव व. कापकर



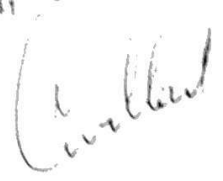



दस्तावेज क्र. 2004
 दुग्धम निबंधक
 कृषि विभाग, मुंबई

दस्त गोषवारा भाग-1

वर्ष 2004
 दस्ता क्र. 8076/2004
 18/2

दस्ता क्रमांक : 8076/2004
 दस्ताचा प्रकार : करारनामा

पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
श्री. विठ्ठल रामदास टोपे, तळे भागीदार तारा, स्वरुप वी. क. ए. सी. कॉलेज, देवघाटवाडी, सा. भा. अर्बेट नं. 8076, विहार रोड, मुंबई 400 022. पत्नी दत्ता पुत्र विठ्ठल टोपे पुत्रराज न पुत्र दत्ता	लिहून देणार वय 41 सही 	 25197-91	