



Wednesday, January 16, 2008

10:49:23 AM

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नोंदणी 39 म.

Regn. 39 M

## पावती

पावती क्र. : 461

दिनांक 16/01/2008

गावाचे नाव वाडा

दस्तऐवजाचा अनुक्रमांक

वदर9 - 00460 - 2008

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: महेश हुआप्पा पुजारी

नोंदणी फी

:- 30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (56)

:- 1120.00

एकूण रु.

31120.00

आपणास हा दस्त अंदाजे 10:48AM हा वेळेस मिळेल

दुय्यम निबंधक

मह. दुय्यम निबंधक अक्षांश ११-३

वाजार मुल्य: 15745000 रु. मोबदला: 17001000 रु.

भरलेले मुद्रांक शुल्क: 832700 रु.

पंजु उपनगर जिल्हा.

दयकाचा प्रकार : डीडी/धनाकर्पाद्वारे:

वैक्य नाव व पत्ता: युनियन वैक ऑफ अ. न. व. क. र. क.

डीडी/धनाकर्प क्रमांक: 000234; रकम: 30000 रु.; दिनांक: 12/01/2008

REGISTERED ORIGINAL DOCUMENT

DELIVERED ON... 16/1/08



(1) Mrs. Premilaxmi N. Paralkar, (2a) Mr. Sudhir S. Mantri, (2b) Mr. Rajan S. Mantri, (3) Mrs. Nayan S. Kaul, (4) Mr. Vivek R. Thakur, (5a) Dr. (Miss) Vijayanti Thakur, (5b) Dr. Arvind B. Thakur, (5c) Dr. Arun B. Thakur, (5d) Mr. Ashok B. Thakur, (5e) Mr. Ajit B. Thakur, (5f) Mrs. Padmini Padmakar Godambe nee Thakur, (5g) Mrs. Rohini Gadgil nee Thakur, (6a) Mrs. Dhan D. Thakur, (6b) Mr. Gautam D. Thakur and (6c) Mr. Manoj D. Thakur (hereinafter called 'the said owners') were absolutely seized and possessed of all that piece or parcel of land or ground bearing C.T.S. No.G/126 of Revenue Village "G" Ward, Bandra, Taluka Bandra, District Mumbai Suburban along with a structure known as "Thakur Bungalow" standing thereon bearing Municipal Assessment H Ward No.3256, Street No.2 bearing Plot No.54 of Santacruz Town Planning Scheme No.II, admeasuring 770 sq.yards equivalent to 643.8 sq.metres, but after setback of 21.0 sq.metres for road widening, the area being shown in Property Register Card as 622.8 sq.metres lying, being and situate at 8, J.K. Mehta Road (formerly 2 Green Street), Santacruz (W), Mumbai 400 054 in the Registration District of Mumbai Suburban and more particularly described in the First Schedule hereunder written and hereinafter referred to as 'the said property';

2. The said property devolved on the said owners from the original owners in the manner stated hereinafter in these recitals;

3. By a Sale Deed dated 8<sup>th</sup> November 1929 registered with the Sub-Registrar of Assurances, Bandra under Serial No.1103 of 1929 of Book No.1 on 15<sup>th</sup> November 1929 and made between one Jayaram Tukaram Chemburkar of the One Part and (1) Mr. Janardan Keshavrao Thakur, (2) Mr. Daulatrao Keshavrao Thakur, (3) Mr. Shamrao Keshavrao Thakur and (4) Mr. Ramrao Keshavrao Thakur (hereinafter called 'the said Janardan, Daulatrao, Shamrao and Ramrao respectively') of the Other Part, the said Jayaram Tukaram Chemburkar sold, transferred and conveyed unto the said Janardan, Daulatrao, Shamrao and Ramrao the said property for valuable consideration;

for valuable consideration	
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Sub-Registrar,	

4. By a Deed of Transfer dated 26<sup>th</sup> February 1933 registered with the Sub-Registrar, Mumbai under Serial No.953/1933 of Book No.1 on 24<sup>th</sup> March 1933 and made between the said Janardan, Daulatrao, Shamrao and Ramrao, therein called 'the said Transferees' of the One Part and (1) the said Janardan, (2) the said Daulatrao, (3) the said Shamrao and (4) the said Ramrao, therein called 'the said Transferees' of the Other Part;



*Mantri Sudhir*

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said Shamrao, (4) the said Ramrao, (5) Mr. Balchandra Keshavrao Thakur, (6) Mr. Khanderao Keshavrao Thakur and (7) Mr. Dwarkanath Keshavrao Thakur (Nos.5 to 7 being the brothers of the said Transferors), therein the said (1) Janardan, (2) Daulatrao, (3) Shamrao, (4) Ramrao, (5) Balchandra, (6) Khanderao and (7) Dwarkanath called as 'Transferees' of the Other Part, the said Transferors for the consideration mentioned therein transferred, assigned, released and assured unto the said Transferees the said property;

5. Under the circumstances mentioned hereinabove, the said property came to be held by the said 7 brothers viz. (1) Mr. Janardan Keshavrao Thakur, (2) Mr. Daulatrao Keshavrao Thakur, (3) Mr. Shamrao Keshavrao Thakur, (4) Mr. Ramrao Keshavrao Thakur, (5) Mr. Balchandra Keshavrao Thakur, (6) Mr. Khanderao Keshavrao Thakur and (7) Mr. Dwarkanath Keshavrao Thakur (hereinafter called 'the said original owners') as joint holders, each being entitled to an undivided 1/7<sup>th</sup> share as tenants-in-common;

6. The said Janardan died in Mumbai on 13<sup>th</sup> January 1963, as a bachelor, without issue, leaving behind his Last Will and Testament dated 24<sup>th</sup> April 1960 whereby he bequeathed his undivided 1/7<sup>th</sup> share in the said property to his 3 sisters viz. (1) Miss Sumati Keshavrao Thakur (since deceased), (2) Mrs. Kamal alias Sheela Shankar Mantri (since deceased) and (3) Mrs. Premlaxmi Narayan Paralkar in equal shares;

7. In the said Last Will and Testament dated 24.04.1960, the said Janardan appointed (1) his brother, the said Daulatrao and (2) his brother-in-law, Mr. Shankar V. Mantri (deceased husband of the said Mrs. Kamal alias Sheela S. Mantri) as the Executors of the said Will;

8. On an application made to the City Survey Office, the names of the said (1) Mr. Daulatrao Keshavrao Thakur and (2) Mr. Shankar V. Mantri, as Executors were shown by deleting the name of the said Janardan in the Property Register Card;

9. Under the circumstances, by virtue of the said Will, the right, title and interest held by the said Janardan devolved on the said 3 sisters viz. (1) Miss Sumati Keshavrao Thakur (since deceased), (2) Mrs. Kamal alias Sheela Shankar Mantri (since deceased)



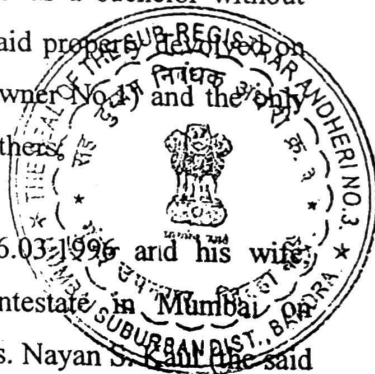
*M. Mantri* *Shankar* *Sh*

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and (3) Mrs. Premlaxmi Narayan Paralkar in equal shares, however, their names remained to be brought on record in the Property Register Card and the entry of the names of the said (1) Mr. Daulatrao Keshavrao Thakur and (2) Mr. Shankar V. Mantri, Executors, has not yet been deleted;

10. The said Executors since died as hereinafter stated, without executing a Deed of Transfer in favour of the said 3 sisters, the beneficiaries under the Will of the said Janardan;
11. The said Miss Sumati Keshavrao Thakur continued to remain unmarried till her death which occurred in Mumbai on 28<sup>th</sup> February 2000 and in view of she having died intestate as a spinster without issue, her share in the said property devolved on the said owners, being her sister (Mrs. Premlaxmi Narayan Paralkar – the said Owner No.1) and the only heirs and legal representatives of her brothers and sister, Mrs. Kamal alias Sheela S. Mantri;
12. The said Kamal alias Sheela S. Mantri died intestate in Mauritius on 08.08.2002 leaving behind her two children viz. (1) Dr. Sudhir S. Mantri and (2) Mr. Rajan S. Mantri, as her only heirs and legal representatives, her husband, Mr. Shankar V. Mantri alias S.V. Mantri (one of the aforesaid Executors), having predeceased her on 25.05.1993 at Mumbai;
13. Under the circumstances, the share of the said sister, Mrs. Kamal alias Sheela S. Mantri has devolved on the said (1) Dr. Sudhir S. Mantri and (2) Mr. Rajan S. Mantri, the said Owner Nos.(2a) and (2b) respectively;
14. The said Daulatrao died intestate in Mumbai on 22.12.1979 as a bachelor without issue and, as such, his share, right, title and interest in the said property devolved on the said owners, being his only surviving sister (the said Owner No.1) and the only heirs and legal representatives of the remaining sister and brothers.
15. The said Shamrao also died intestate in Mumbai on 06.03.1996 and his wife, Mrs. Sunderi alias Meera Shamrao Thakur also died intestate in Mumbai on 07.08.2003 leaving behind their only daughter and child, Mrs. Nayan S. Mantri the said



*M. K. Mantri*

*Dr.*

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Owner No.3) as the only heir and legal representative and under the circumstances, the only person entitled to the share left behind by the said Shamrao in the said property;

16. The said Ramrao also died intestate in Mumbai on 22.09.1990 and his wife, Mrs. Lalita Ramrao Thakur also died intestate in Mumbai on 20.02.2003 leaving behind their only son and child, Mr. Vivek R. Thakur (the said Owner No.4) as the only heir and legal representative and under the circumstances, the only person entitled to the share left behind by the said Ramrao in the said property;

17. The said Balchandra Keshavrao Thakur also died intestate in Mumbai on 03.07.1996 and his wife, Mrs. Pirojbai B. Thakur also died intestate in Mumbai on 31.03.1997 leaving behind their 7 children viz. (1) Dr. Vaijayanti B. Thakur, (2) Dr. Arvind B. Thakur, (3) Mr. Arun B. Thakur, (4) Mr. Ashok B. Thakur, (5) Mr. Ajit B. Thakur, (6) Mrs. Padmini P. Godambe nee Thakur and (7) Mrs. Rohini Gadgil nee Thakur (the said Owner Nos.(5a) to (5g)) as the only heirs and legal representatives and, as such, the only persons entitled to the share left behind by the said Balchandra Keshavrao Thakur in the said property equally;

18. The said Khanderao Keshavrao Thakur also died intestate in Mumbai on 25.08.1999 as a bachelor without issue and, as such, his share, right, title and interest in the said property devolved on the said owners being his only surviving sister (the said Owner No.1) and only heirs and legal representatives of the remaining sister and brothers;

19. The said Mr. Dwarkanath Keshavrao Thakur also died intestate in Mumbai on 15.12.1997 leaving behind his wife, Mrs. Dhan Dwarkanath Thakur (the said Owner No.6a) and 2 sons viz. (1) Mr. Gautam D. Thakur and (2) Mr. Manoj D. Thakur (the said Owner Nos.(6b) and (6c)) as his only heirs and legal representatives and, as such, the only persons entitled to the share left behind by the said Mr. Dwarkanath Keshavrao Thakur in the said property equally;

20. Under the circumstances mentioned hereinabove, the said owners, as the only surviving heirs and legal representatives of the said original owners and/or as the only surviving beneficiaries/successors of beneficiaries under the said Last Will and

Testament dated 24.04.1960 of the said Janardan, became the only persons entitled to

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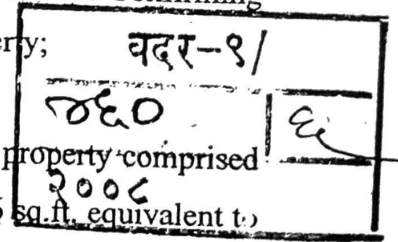


the said property;

21. The said Last Will and Testament dated 24.04.1960 of the said Janardan, although not probated, had been acted upon with the consent of all the heirs of the said Janardan and more so by the City Survey office inasmuch as the latter had taken the said Will on record and carried out the mutation entry in the P.R. Card based on the said Will;
22. The said owners were holding the said property as absolute owners without any claim from any other person or persons;
23. (1) Mr. Promin N. Paralkar, (2) Mrs. Elena S. Kandlekar, (3) Mr. Arun Vamanrai Chhaya, (4) Mr. Prorun Arun Chhaya and (5) Ms. Priyanka alias Pia Saxena (hereinafter called 'the said First Confirming Party') are related to the said owners and more particularly to Mrs. Premlaxmi N. Paralkar nee Thakur, the said Owner No.1, as under :-

<u>Sr.No.</u>	<u>Name</u>	<u>Relationship with said Owner No.1</u>
1.	Mr. Promin N. Paralkar	Son
2.	Mrs. Elena S. Kandlekar	Daughter
3.	Mr. Arun Vamanrai Chhaya	Son-in-law (husband of daughter, Promona)
4.	Mr. Prorun Arun Chhaya	Grandson (son of Arun & Promona)
5.	Ms. Priyanka alias Pia Saxena	Granddaughter (daughter of Arun & Promona)

24. The said First Confirming Party along with said Owner No.1 had been financially supporting the said deceased, Daulatrao, Khanderao and Miss Sumati Keshavrao Thakur for many years during their lifetime and, therefore, it was the wish of the said Daulatrao, Khanderao and Sumati Keshavrao Thakur that the said First Confirming Party be suitably rewarded in the event of the sale of the said property;



25. The structure known as "Thakur Bungalow" standing on the said property comprised of ground and an upper floor, having a total carpet area of 3047.16 sq.ft. equivalent to 283.14 sq.metres. The entire 1<sup>st</sup> floor was vacant and was in possession of the said Owner Nos.1, 2, 3, 4 and 6 and there were no tenants on the said 1<sup>st</sup> floor which had a carpet area of 1382.16 sq.ft. equivalent to 128.40 sq.metres. The ground floor



*M. K. Kulkarni*  
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had 2 portions one on North side, having 61.80 sq.metres carpet area and the other on South side, having 92.94 sq.metres carpet area and the same were occupied as under :-

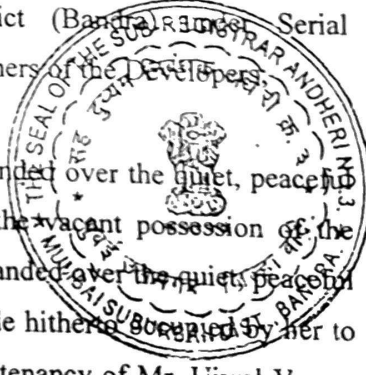
<u>Sr.No.</u>	<u>Name</u>	<u>Floor</u>	<u>Carpet Area</u>	<u>Status</u>	<u>Monthly Rent</u>
1.	Mr. Ujwal Vasant Thengdi	Ground floor North Side	665 sq.ft. i.e. 61.80 sq.mts.	Tenant	Rs.50/-
2.	Dr.(Miss) Vaijayanti Thakur (Second Confirming Party)	Ground floor South Side	1000 sq.ft. i.e. 92.94 sq.mts.	Occupant	N.A.

26. By a Deed of Conveyance dated 21.07.2006 registered with the Sub-Registrar, Andheri No.1. Mumbai Suburban District (Bandra) under Serial No.BDR1/6152/2006 on 21.07.2006 made between the said owners, therein called 'the Vendors' of the First Part, the said First Confirming Party of the Second Part, Dr. (Miss) Vaijayanti Thakur, therein and hereinafter called 'the said Second Confirming Party' of the Third Part and the Developers herein, therein called 'the Purchasers' of the Fourth Part, the said owners sold, transferred and conveyed all their right, title and interest in the said property to the Developers herein for valuable consideration and the said First and the said Second Confirming Parties confirmed the same;

27. Pursuant to the said Deed of Conveyance, the said owners also executed an Irrevocable General Power of Attorney dated 21.07.2006, registered with the Sub-Registrar, Andheri No.1, Mumbai Suburban District (Bandra) under Serial No.BDR1/6153/2006 on 21.07.2006 in favour of the partners of the Developers

28. In pursuance of the said conveyance, the said owners handed over the quiet, peace and vacant possession of the said property including the vacant possession of the entire first floor and the said Second Confirming Party handed over the quiet, peace and vacant possession of the said tenement on South side hitherto occupied by her to the Developers herein and the said owners attorned the tenancy of Mr. Ujwal Vasant Thengdi (hereinafter called 'the said tenant') in respect of the said tenement on North side on the ground floor;

29. By a Deed of Surrender of Tenancy Rights dated 27<sup>th</sup> July 2006 registered with the Sub-Registrar, Andheri No.1, Mumbai Suburban District (Bandra) under Serial



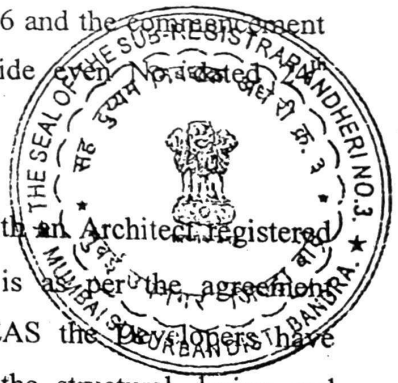
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*M. K. Thakur*  
*Sub-Registrar*  
*Dr.*

No.BDR1/6315/2006 on 27.07.2006 made between the said tenant of the One Part and the Developers herein of the Other Part, the said tenant surrendered his tenancy rights in respect of the said ground floor North side tenement, admeasuring 665 sq.ft. i.e. 61.80 sq.metres carpet area in the said structure and also handed over the quiet, peaceful and vacant possession of the said tenement to the Developers for the consideration of a permanent alternate accommodation by means of a flat being Flat No.702, admeasuring about 900 sq.ft. (carpet) equivalent to 83.64 sq.metres i.e. 1080 sq.ft. (built up) i.e. 100.37 sq.metres on the 7<sup>th</sup> floor of the building 'Hoshang Baug' situate at Vakola Village Road, Vakola, Santacruz (East), Mumbai and a monetary consideration mentioned in the said Deed;

30. Under the circumstances mentioned hereinabove, the Developers herein have become the sole and absolute owners of the said property;
31. After settling with the said tenant/occupant on the said property as aforesaid, the Developers demolished the said existing structure for the purpose of development;
32. On an application made by the Developers, the Additional Collector and Competent Authority (U.L.C.), Mumbai, has granted its permission for redevelopment of the said property vide No.C/ULC/D.III/22/8392 dated 07.08.2006 as per the terms and conditions contained therein;
33. The building plans for construction of the proposed building on the said property have been duly sanctioned by the concerned Municipal Corporation of Greater Mumbai (MCGM) vide I.O.D. No.CE/2277/WS/AH dated 29.09.2006 and the commencement certificate for the time being has also been obtained vide ~~dated~~ Nov.2006.
34. The Developers have entered into a standard agreement with an Architect registered with the Council of Architects and such arrangement is as per the agreement prescribed by the Council of Architects AND WHEREAS the Developers have appointed a Structural Engineer for the preparation of the structural design and drawings of the building and the Developers accept the professional supervision of the Architects and the Structural Engineer till the completion of the building;



*Muntaz* *Sanjay* *Obh*

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35. Under the circumstances mentioned above, the Developers alone have the sole and exclusive right to develop the said property and to sell the flats and other premises in the said new building being constructed on the said property by the Developers and to enter into agreement/s with the purchaser of the flats and other premises and to receive the sale price in respect thereof;
36. The Developers have got approved from the concerned local authority the plans, specifications, elevations, section and details of the said building;
37. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said land and the said building and upon due observance and performance of which only the completion and occupation certificates in respect of the said building shall be granted by the concerned local authority;
38. The Developers have accordingly commenced construction of the said building in accordance with the said plans;
39. The Developers have availed of a Project Finance loan from The Cosmos Cooperative Bank Ltd., Pune, Andheri Branch and for the said purpose have mortgaged the said Property along with the construction thereon, receivables, etc. by a Deed of Mortgage dated 10<sup>th</sup> July 2007 registered with the Sub-Registrar Andheri No.2 Mumbai Suburban District under Serial No.BDR.4/5153/2007 on 10<sup>th</sup> July 2007 inter alia on the following terms and conditions:

- a) The sale proceeds of all the flats including the flat under this agreement in the said building known as "Silicon Valley" shall be deposited in the said bank viz the Cosmos Cooperative Bank Ltd., Pune, Andheri Branch - A/c. Options Developer & Builder.
- b) A separate undertaking from the prospective purchasers shall be taken by the Developers in favour of the said Bank as per the draft to be given by the Bank.
- c) If there are any unsold flats after the completion of the project then prior to the entire repayment of the Project Finance sanctioned, possession of all such unsold flats shall be handed over by the Developers to the said Bank until the said

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*M. K. Patil*





Project Finance loan Account is closed;

40. The Purchaser/s demanded from the Developers and the Developers have given inspection to the purchaser/s of all the documents of title relating to the said land and the plans, designs and specifications prepared by the Developers' Architect, **A.V.Vora Associates Pvt. Ltd.** and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management & Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the rules made thereunder;

41. The Developers have also annexed to this agreement the copies of the following documents as required by the provisions of the said Act and the Rules viz. :

- a) Certificate of Title issued by **Mr. P. Vas, Advocate, High Court**, who has investigated the title in respect of the said property and has certified the title of the said property to be clear and marketable - **EXHIBIT "A"**;
- b) Copy of the Property Card of the said property - **EXHIBIT "B"**;
- c) Copy of the plan of the flats/shops/garages/premises agreed to be allotted to the Purchaser/s, duly approved by the MCGM - **EXHIBIT "C"**;
- d) Copy of I.O.D. bearing No.CE/2277/WS/AH dated 29.09.2006 - **EXHIBIT "D"**;
- e) Copy of Commencement Certificate of even No. dated 24<sup>th</sup> Nov. 2006 - **EXHIBIT "E"**;
- f) Copy of U.L.C. Order bearing No. C/ULC/D.III/22/8392 dated 07.08.2006 - **EXHIBIT "F"**;

42. The Purchaser herein has applied to the Developers for allotment to the Purchaser Flat No.402 on the 4<sup>th</sup> floor in the said building "**SILICON VALLEY**" being constructed by the Developers on the said property;

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43. Under Section 4 of the said Act, the Developers are required to execute a written agreement for sale of the said premises to the Purchaser, being in fact these presents and also register the said agreement under Registration Act;

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED**



*M. Kharvel*  
*Sanjay*  
*De*



AND BETWEEN THE PARTIES HERETO AS UNDER:

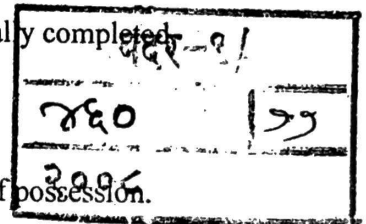
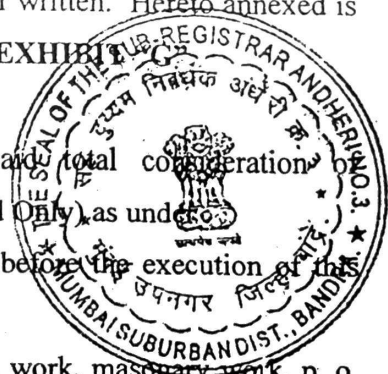
1. The Developers are constructing the said building known as "SILICON VALLEY" on the said property more particularly described in the First Schedule hereunder written, the plans and specifications have been already sanctioned by the MCGM and the said plans and specifications have been kept by them at their office at 10, Mithila Shopping Center, V.M. Road, Juhu Scheme, Mumbai 400 049 and also at building site which have already been approved by the Purchaser and the Purchaser has also agreed that the Developers may make such variations and modifications as the Developers may require to do by the Government, MCGM or any other local body or authority and the Purchaser shall not be entitled to raise any objection on account of such variation or amendment provided that the Developers shall obtain prior consent in writing from the Purchaser in respect of such variations or modifications which may adversely affect the premises agreed to be purchased by the Purchaser. The Developers are proposing to put up a building comprising of stilt + 7 upper floors.

2. The Purchaser hereby agrees to purchase from the Developers Flat No.402 on the 4<sup>th</sup> floor in the building known as "SILICON VALLEY" and hereinafter referred to as "the said premises" and shown in red coloured boundary lines on the plan annexed hereto and marked EXHIBIT "C", having Carpet area of 1023 sq.ft. which is inclusive of the balconies for a total consideration of Rs.1,70,01,000/- (Rupees One Crore Seventy Lacs One Thousand Only) which includes the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule hereunder written. Hereto annexed is also list of amenities that will be provided in the flat and marked EXHIBIT "D".

3. The Purchaser shall pay to the Developers the said total consideration of Rs.1,70,01,000/- (Rupees One Crore Seventy Lacs One Thousand Only) as under:

- Rs. 11,00,000 as earnest money deposit on or before the execution of this agreement;
- Rs. 1,39,00,000 on or before 31-01-2008. R.C.C. work, masonry work, p. o. plaster work are completed and electrical work, plumbing work are partially completed.
- Rs. 10,00,000 on or before 29-02-2008.
- Rs. 9,50,000 on or before 31-03-2008.

51,000 being the balance consideration at the time of possession.



*Mukherjee*

*[Signature]*

*[Signature]*

4. The Developers hereby agree to observe, perform and comply with all the terms and 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 causing to hand over the possession of the premises to the Purchaser, obtain from the concerned local authority occupation and/or completion/completions certificates in respect of the premises.

5. The Purchaser has taken inspection of all the documents mentioned hereinabove and has also perused the certificate of title issued by Mr. P. Vas, Advocate, High Court, EXHIBIT "A" and has accepted the title of the Developers to the said property as clear and marketable. The Purchaser shall not be entitled to raise any objection whatsoever with regard to the title of the said property.

6. The Purchaser agrees to pay to the Developers interest at 18% per annum on all the amounts which become due and payable by the Purchaser to the Developers under the terms of this agreement from the date of the said amount is payable by the Purchaser to the Developers.

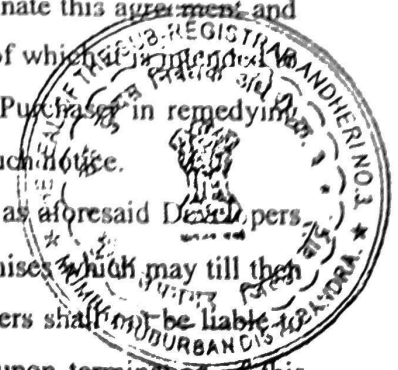
7. On the Purchaser committing default/s in payment on due date of any amount due and payable by the Purchaser to the Developers under this AGREEMENT (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing breach of any of the terms and conditions herein contained, the Developers shall be entitled at their own option to terminate this agreement.

PROVIDED always that the power of termination hereinbefore contained shall not be executed/exercised by the Developers unless and until the Developers shall have given to the Purchaser fifteen days prior notice in writing of his intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which he intends to terminate the agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a reasonable time after the giving of such notice.

PROVIDED further that upon termination of this agreement as aforesaid Developers shall refund to the Purchaser the instalments of sale price of the premises which may till then have been paid by the Purchaser to the Developers but the Developers shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this



*M. K. Kulkarni*  
*[Signature]*  
*[Signature]*



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agreement and refund of aforesaid amount by the Developers, the Developers shall be at liberty to dispose of and sell the premises to such person or and at such price as the Developers may in his absolute discretion think fit.

8. The Developers shall give possession of the premises to the Purchaser on or before 30<sup>th</sup> day of June 2008. If the Developers fail or neglect to give possession of the said premises to the Purchaser on account of reasons beyond their control and of their agents as per the provisions of Section 8 of MAHARASHTRA OWNERSHIP FLATS ACT, 1963 by the aforesaid date or the date or dates prescribed in the said Section of the said Act, then the Developers shall be liable on demand to refund to the Purchaser the amounts already received by then in respect of the premises with simple interest at 9% per annum from the date the Developers received the sum till date the amounts and interests thereon is repaid, provided that by mutual consent it is agreed whether the dispute stipulated in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Developers to the Purchaser there shall, subject to prior encumbrances, if any, be a charge on the said land as well as the construction or building in which the premises are situated or were to be situated.

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

- i) non availability of steel, cement, other building materials, water or electric supply;
- ii) war, civil commotion, accident or Act of God;
- iii) any notice, order, rule, notification of the Govt. and/or other public competent authority.

9. The Purchaser shall take possession of the premises within 15 (fifteen) days of the Developers giving written notice to Purchaser intimating that the said premises are ready for use and occupation;

PROVIDED that if within a period of 3 years from the date of handing over the premises to the Purchaser, the Purchaser brings to the notice of the Developers any defect in the premises or the building in which the premises are situated or the material used therein or any unauthorised change in the construction of the said building then wherever possible such defects or unauthorised changes shall be rectified by the Developers at their own cost and in

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Handwritten signature: *Mukul Singh*



case it is not possible to rectify such defects or unauthorised changes, then the Purchaser shall be entitled to receive from the Developers reasonable compensation for such defect or change.

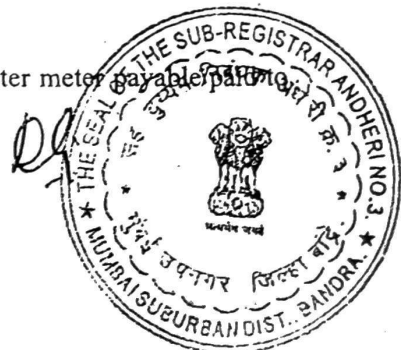
10. Commencing a week after notice in writing is given by the Developers to the Purchaser that the premises are ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the premises) of outgoing in respect of the said land and building/s namely local taxes betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collector, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society/Limited Company is formed and the said land and building/s transferred, the Purchaser shall pay to the Developers such proportionate share of outgoing as may be determined by the Developers. The Purchaser further agree/s that till the Purchaser share is so determined the Purchaser shall pay to the Developers provisional monthly contribution of Rs.10,000/- (Rupees Ten Thousand only) per month towards the outgoing. The amounts so paid by the Purchaser to the Developers shall not carry any interest and remain with the Developers until a conveyance is executed in favour of the Society or Limited Company as aforesaid. Subject to the provisions of Section 6 of the said Act, on such conveyance being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Developers to the Society or the Limited Company, as the case may be. The Purchaser undertakes to pay such provisional monthly outgoing regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever.

11a. The Purchaser shall on or before the delivery of possession of the said premises keep deposited with the Developers the following amounts :

- |  |  |  |
|--|--|--|
| <p>i) Rs. 1,20,000/-</p> <p>ii) Rs. 25,000/-</p> <p>iii) Rs. 360/-</p> <p>iv) Rs. 5,000/-</p> <p>v) Rs. 24,000/-</p> | <p>being the advance on account payment towards taxes and other outgoing for a period of one year;</p> <p>for legal charges towards preparing this agreement</p> <p>for shares money, application entrance fee of the Society or Limited Company;</p> <p>for formation and registration of the Society or Limited Company;</p> <p>towards deposits for electric meter/water meter payable part</p> | <p style="text-align: right;">वदर-९/</p> <p style="text-align: center;">०६०</p> <p style="text-align: right;">९४</p> |
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*M. K. Kulkarni*  
*Singh*



case it is not possible to rectify such defects or unauthorised changes, then the Purchaser shall be entitled to receive from the Developers reasonable compensation for such defect or change.

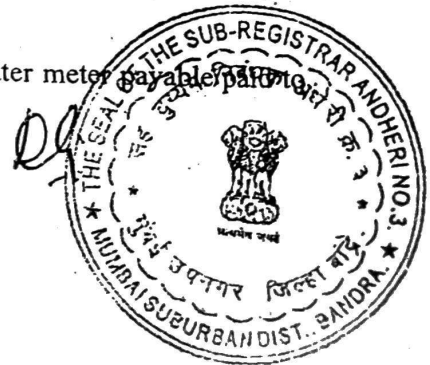
10. Commencing a week after notice in writing is given by the Developers to the Purchaser that the premises are ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the premises) of outgoing in respect of the said land and building/s namely local taxes betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collector, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society/Limited Company is formed and the said land and building/s transferred, the Purchaser shall pay to the Developers such proportionate share of outgoing as may be determined by the Developers. The Purchaser further agree/s that till the Purchaser share is so determined the Purchaser shall pay to the Developers provisional monthly contribution of Rs.10,000/- (Rupees Ten Thousand only) per month towards the outgoing. The amounts so paid by the Purchaser to the Developers shall not carry any interest and remain with the Developers until a conveyance is executed in favour of the Society or Limited Company as aforesaid. Subject to the provisions of Section 6 of the said Act, on such conveyance being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Developers to the Society or the Limited Company, as the case may be. The Purchaser undertakes to pay such provisional monthly outgoing regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever.

11a. The Purchaser shall on or before the delivery of possession of the said premises keep deposited with the Developers the following amounts :

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- i) Rs. 1,20,000/- being the advance on account payment towards taxes and other outgoing for a period of one year;
- ii) Rs. 25,000/- for legal charges towards preparing this agreement;
- iii) Rs. 360/- for shares money, application entrance fee of the Society or Limited Company;
- iv) Rs. 5,000/- for formation and registration of the Society or Limited Company;
- v) Rs. 25,000/- towards deposits for electric meter/water meter payable separately.



*M. K. Kulkarni*  
*Singh*





Reliance Energy Ltd./MCGM;

- vi) Rs.1,02,300/- contribution towards proportionate development charges and land under construction charges;
- vii)Rs. \_\_\_\_\_ reimbursement of the proportionate Service Tax payable in respect of the said flat as applicable.

TOTAL Rs.2,77,660

11b. It is also hereby clearly agreed and understood between the parties hereto that in the event any further taxes/levies/duties are liable to be paid such as Value Added Tax (VAT), Service Tax or any other such charges in respect of the said flat, the same shall be borne and paid by the Purchaser alone as and when the same becomes due and/or demanded by the Developers.

12. The Developers shall utilise sum of Rs.25,000/- (Rupees Twenty Five Thousand Only) paid by the Purchaser to the Developers for meeting all legal costs of the Attorney-at-law/Advocate of the Developers in connection with formation of the said Society or Limited company preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement.

13. At the time of registration the Purchaser shall pay to the Developers the Purchaser share of stamp duty and registration charges payable, if any, by the said Society or Limited Company on the conveyance or any document of the said land and the building to be executed in favour of the Society or Limited Company.

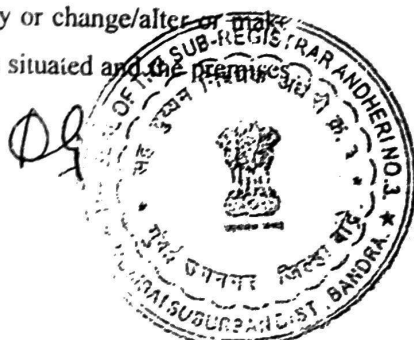
14. The Purchaser or himself with intention to bring all persons into whose hands the premises may come, doth hereby covenant with the Developers as follows:

- a) To maintain the premises at Purchaser cost in good tenurable repair and condition from the date of possession of the premises is taken and shall not do or suffer to be done anything in or to the building in which the said premises is situated, staircase or any passages which may be against the rules, regulation or the laws of concerned local or any other authority or change/alter or make addition in or to the building in which the premises is situated and the premises

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*Mukul*



DEVELOPERS

OPTIONS DEVELOPERS &amp; BUILDERS : AAAFO6752F

PURCHASER/S

MAHESH HOOVAPPA PUJARI : AAAPP9058R

IN WITNESS WHEREOF the parties herein have hereunto set and subscribed their respective hands at Mumbai on the day and year hereinabove written.

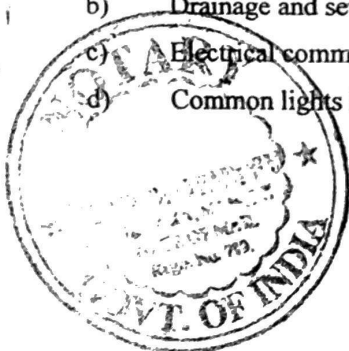
THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land or ground bearing C.T.S. No.G/126 of Revenue Village "G" Ward, Bandra, Taluka Bandra, District Mumbai Suburban along with a structure known as "Thakur Bungalow" standing thereon bearing Municipal Assessment H Ward No.3256, Street No.2 bearing Plot No.54 of Santacruz Town Planning Scheme No.II, admeasuring 770 sq.yards equivalent to 643.8 sq.metres, but after setback of 21.0 sq.metres for road widening, the area being shown in Property Register Card as 622.8 sq.metres lying being and situate at 8, J.K. Mehta Road (formerly 2 Green Street), Santacruz (W), Mumbai 400 054 in the Registration District of Mumbai Suburban.

THE SECOND SCHEDULE ABOVE REFERRED TO :DESCRIPTION OF COMMON AREAS & COMMON FACILITIES :

1. Common areas shall include :-
  - a) Areas covered under the external and internal walls and pardis (built up areas).
  - b) Staircases, lobbies, passages and landings, common terraces (excluding pocket/attached terraces abutting certain flats and, as such, exclusively allotted to purchaser of the said flat).
2. Common facilities in the building shall include :-
  - a) Overhead and underground water storage tanks and water pipes, water meter, pump room with pumps and accessories.
  - b) Drainage and sewerage including septic tank and soak etc.
  - c) Electrical common load wiring, starters/switches and all common wirings
  - d) Common lights in staircases, landings, gates, terrace and compounds.

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*M. K. Mehta*  
*Sub-Registrar*  
*Dh*



- e) Unallotted open bathroom spaces.
- f) Compound gate/s.
- g) Common compound walls.
- h) Lift.

SIGNED AND DELIVERED )  
by the withinnamed )  
"DEVELOPERS" )

OPTIONS DEVELOPERS AND )  
BUILDERS, through their partners, )

(1) Mr. Manji Ganesha Patel ) *Manji Patel*

(2) Mr. Dharamshi Ganesha Patel ) *Dharamshi Patel*

(3) Mr. Narshi Ganesha Patel ) *Narshi Patel*  
in the presence of ..... )

*Patel*  
*Chandramani*  
SIGNED AND DELIVERED )  
by the withinnamed )  
"PURCHASER" )  
Mahesh Hoovappa Pujari )  
in the presence of ..... )

WITNESSES

1. *Patel*

2. *Chandramani*

*Mahesh Hoovappa Pujari*

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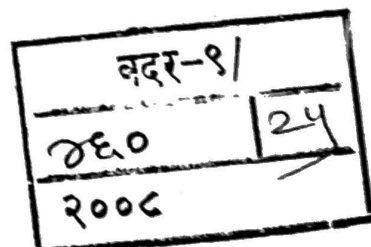
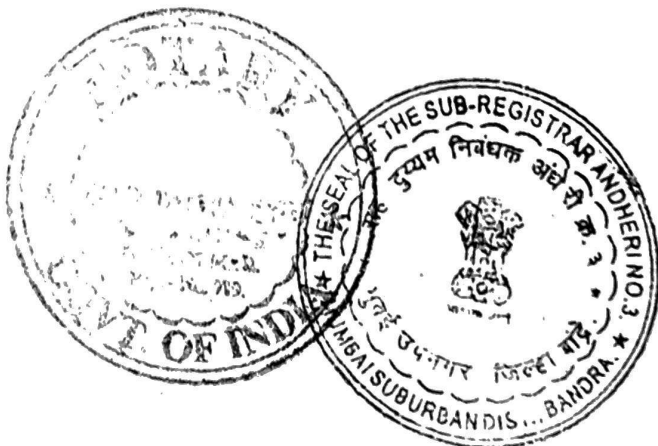
TO WHOMSOEVER IT MAY CONCERN

This is to certify that I have investigated the title of Options Developers and Builders, a partnership firm registered under the Indian Partnership Act, 1932, having its registered office at 10, Mithila Shopping Center, V.M. Road, Juhu Scheme, Mumbai 400 049 (hereinafter called 'the Developers') to the property more particularly described in the Schedule hereunder written and hereinafter referred to as 'the said property'.

(1) Mrs. Premlaxmi N. Paralkar, (2a) Mr. Sudhir S. Mantri, (2b) Mr. Rajan S. Mantri, (3) Mrs. Nayan S. Kaul, (4) Mr. Vivek R. Thakur, (5a) Dr. (Miss) Vijayanti Thakur, (5b) Dr. Arvind B. Thakur, (5c) Dr. Arun B. Thakur, (5d) Mr. Ashok B. Thakur, (5e) Mr. Ajit B. Thakur, (5f) Mrs. Padmini Padmakar Godambe nee Thakur, (5g) Mrs. Rohini Gadgil nee Thakur, (6a) Mrs. Dhan D. Thakur, (6b) Mr. Gautam D. Thakur and (6c) Mr. Manoj D. Thakur (hereinafter called 'the said owners') were the immediate past owners of the said property which devolved on them from the original owners in the manner stated hereinafter.

By a Sale Deed dated 8<sup>th</sup> November 1929 registered with the Sub-Registrar of Assurances, Bandra under Serial No.1103 of 1929 of Book No.1 on 15<sup>th</sup> November 1929 and made between one Jayaram Tukaram Chemburkar of the One Part and (1) Mr. Janardan Keshavrao Thakur, (2) Mr. Daulatrao Keshavrao Thakur, (3) Mr. Shamrao Keshavrao Thakur and (4) Mr. Ramrao Keshavrao Thakur (hereinafter called 'the said Janardan, Daulatrao, Shamrao and Ramrao respectively') of the Other Part, the said Jayaram Tukaram Chemburkar sold, transferred and conveyed unto the said Janardan, Daulatrao, Shamrao and Ramrao the said property for valuable consideration.

By a Deed of Transfer dated 26<sup>th</sup> February 1933 registered with the Sub-Registrar, Mumbai under Serial No.953/1933 of Book No.1 on 24<sup>th</sup> March 1933 and made between the

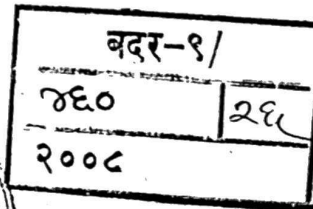


said Janardan, Daulatrao, Shamrao and Ramrao, therein called 'the Transferors' of the One Part and (1) the said Janardan, (2) the said Daulatrao, (3) the said Shamrao, (4) the said Ramrao, (5) Mr. Balchandra Keshavrao Thakur, (6) Mr. Khanderao Keshavrao Thakur and (7) Mr. Dwarkanath Keshavrao Thakur (Nos.5 to 7 being the brothers of the said Transferors), therein the said (1) Janardan, (2) Daulatrao, (3) Shamrao, (4) Ramrao, (5) Balchandra, (6) Khanderao and (7) Dwarkanath called as 'Transferees' of the Other Part, the said Transferors for the consideration mentioned therein transferred, assigned, released and assured unto the said Transferees the said property.

Under the circumstances mentioned hereinabove, the said property came to be held by the said 7 brothers viz. (1) Mr. Janardan Keshavrao Thakur, (2) Mr. Daulatrao Keshavrao Thakur, (3) Mr. Shamrao Keshavrao Thakur, (4) Mr. Ramrao Keshavrao Thakur, (5) Mr. Balchandra Keshavrao Thakur, (6) Mr. Khanderao Keshavrao Thakur and (7) Mr. Dwarkanath Keshavrao Thakur (hereinafter called 'the said original owners') as joint holders, each being entitled to an undivided 1/7<sup>th</sup> share as tenants-in-common.

The said Janardan died in Mumbai on 13<sup>th</sup> January 1963, as a bachelor, without issue, leaving behind his Last Will and Testament dated 24<sup>th</sup> April 1960 whereby he bequeathed his undivided 1/7<sup>th</sup> share in the said property to his 3 sisters viz (1) Miss Sumati Keshavrao Thakur (since deceased), (2) Mrs. Kamal alias Sheela Shankar Mantri (since deceased) and (3) Mrs. Premilaxmi Narayan Paralkar in equal shares.

In the said Last Will and Testament dated 24.04.1960, the said Janardan appointed (1) his brother, the said Daulatrao and (2) his brother-in-law, Mr. Shankar V. Mantri (deceased husband of the said Mrs. Kamal alias Sheela S. Mantri) as the Executors of the said Will.



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B.Sc., LL.B.  
Advocate High Court

Continuation Sheet...

On an application made to the City Survey Office, the names of the said (1) Mr. Daulatrao Keshavrao Thakur and (2) Mr. Shankar V. Mantri, as Executors were shown by deleting the name of the said Janardan in the Property Register Card.

Under the circumstances, by virtue of the said Will, the right, title and interest held by the said Janardan devolved on the said 3 sisters viz. (1) Miss Sumati Keshavrao Thakur (since deceased), (2) Mrs. Kamal alias Sheela Shankar Mantri (since deceased) and (3) Mrs. Premlaxmi Narayan Paralkar in equal shares, however, their names remained to be brought on record in the Property Register Card and the entry of the names of the said (1) Mr. Daulatrao Keshavrao Thakur and (2) Mr. Shankar V. Mantri, Executors, has not yet been deleted.

The said Executors since died as hereinafter stated, without executing a Deed of Transfer in favour of the said 3 sisters, the beneficiaries under the Will of the said Janardan.

The said Miss Sumati Keshavrao Thakur continued to remain unmarried till her death which occurred in Mumbai on 28<sup>th</sup> February 2000 and in view of she having died intestate as a spinster without issue, her share in the said property devolved on the said owners, being her sister (Mrs. Premlaxmi Narayan Paralkar – the said Owner No.1) and the only heirs and legal representatives of her brothers and sister, Mrs. Kamal alias Sheela S. Mantri.

The said Kamal alias Sheela S. Mantri died intestate in Mauritius on 08.08.2002 leaving behind her two children viz. (1) Dr. Sudhir S. Mantri and (2) Mr. Rajan S. Mantri, as her only heirs and legal representatives, her husband, Mr. Shankar V. Mantri alias S.V. Mantri (one of the aforesaid Executors), having predeceased her on 25.05.1993 at Mumbai.



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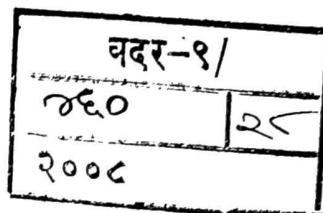
Under the circumstances, the share of the said sister, Mrs. Kamal alias Sheela S. Mantri has devolved on the said (1) Dr. Sudhir S. Mantri and (2) Mr. Rajan S. Mantri, the said Owner Nos.(2a) and (2b) respectively.

The said Daulatrao died intestate in Mumbai on 22.12.1979 as a bachelor without issue and, as such, his share, right, title and interest in the said property devolved on the said owners, being his only surviving sister (the said Owner No.1) and the only heirs and legal representatives of the remaining sister and brothers.

The said Shamrao also died intestate in Mumbai on 06.03.1996 and his wife, Mrs.Sunderi alias Meera Shamrao Thakur also died intestate in Mumbai on 07.06.2003 leaving behind their only daughter and child, Mrs. Nayan S. Kaul (the said Owner No.3) as the only heir and legal representative and under the circumstances, the only person entitled to the share left behind by the said Shamrao in the said property.

The said Ramrao also died intestate in Mumbai on 22.09.1990 and his wife, Mrs. Lalita Ramrao Thakur also died intestate in Mumbai on 20.02.2003 leaving behind their only son and child, Mr. Vivek R. Thakur (the said Owner No.4) as the only heir and legal representative and under the circumstances, the only person entitled to the share left behind by the said Ramrao in the said property.

The said Balchandra Keshavrao Thakur also died intestate in Mumbai on 03.07.1996 and his wife, Mrs. Pirojbai B. Thakur also died intestate in Mumbai on 31.03.1997 leaving behind their 7 children viz. (1) Dr. Vaijayanti B. Thakur, (2) Dr. Arvind B. Thakur, (3) Mr. Arun B. Thakur, (4) Mr. Ashok B. Thakur, (5) Mr. Ajit B. Thakur, (6) Mrs. Padmini P. Godambe nee Thakur and (7) Mrs. Rohini Gadgil nee Thakur (the said Owner Nos.(5a) to



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(5) as the only heirs and legal representatives and, as such, the only persons entitled to the share left behind by the said Balchandra Keshavrao Thakur in the said property equally.

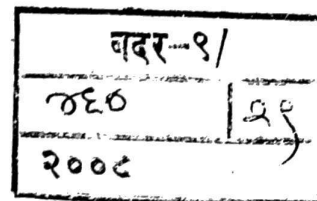
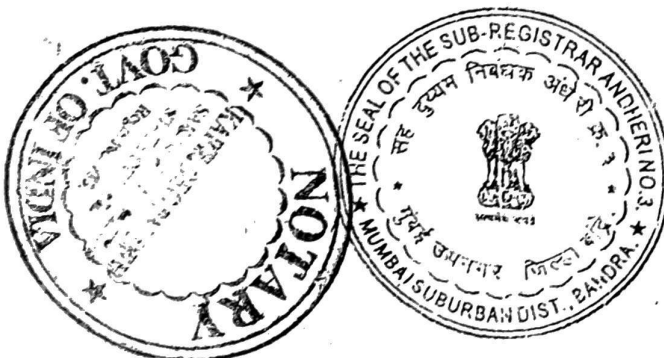
The said Khanderao Keshavrao Thakur also died intestate in Mumbai on 25.08.1929 as a bachelor without issue and, as such, his share, right, title and interest in the said property devolved on the said owners being his only surviving sister (the said Owner No.1) and only heirs and legal representatives of the remaining sister and brothers.

The said Mr. Dwarkanath Keshavrao Thakur also died intestate in Mumbai on 15.12.1997 leaving behind his wife, Mrs. Dhan Dwarkanath Thakur (the said Owner No.6a) and 2 sons viz. (1) Mr. Gautam D. Thakur and (2) Mr. Manoj D. Thakur (the said Owner Nos.(6b) and (6c)) as his only heirs and legal representatives and, as such, the only persons entitled to the share left behind by the said Mr. Dwarkanath Keshavrao Thakur in the said property equally.

Under the circumstances mentioned hereinabove, the said owners, as the only surviving heirs and legal representatives of the said original owners and/or as the only surviving beneficiaries/successors of beneficiaries under the said Last Will and Testament dated 24.04.1960 of the said Janardan, became the only persons entitled to the said property.

The said Last Will and Testament dated 24.04.1960 of the said Janardan, although not probated, had been acted upon with the consent of all the heirs of the said Janardan and more so by the City Survey office inasmuch as the latter had taken the said Will on record and carried out the mutation entry in the P.R. Card based on the said Will.

The said owners were holding the said property as absolute owners without any claim from any other person or persons.

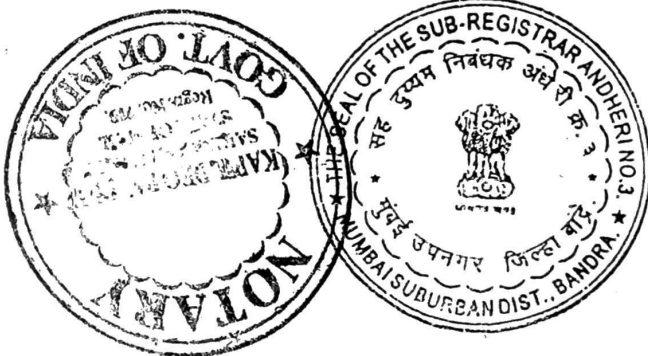


(1) Mr. Promin N. Paralkar, (2) Mrs. Elena S. Kandlekar, (3) Mr. Arun Vamanrai Chhaya, (4) Mr. Prorun Arun Chhaya and (5) Ms. Priyanka alias Pia Saxena (hereinafter called 'the said First Confirming Party') are related to the said owners and more particularly to Mrs. Premlaxmi N. Paralkar nee Thakur, the said Owner No.1, as under :-

<u>Sr.No.</u>	<u>Name</u>	<u>Relationship with said Owner No.1</u>
1.	Mr. Promin N. Paralkar	Son
2.	Mrs. Elena S. Kandlekar	Daughter
3.	Mr. Arun Vamanrai Chhaya	Son-in-law (husband of daughter, Promona)
4.	Mr. Prorun Arun Chhaya	Grandson (son of Arun & Promona)
5.	Ms. Priyanka alias Pia Saxena	Granddaughter (daughter of Arun & Promona)

The said First Confirming Party along with said Owner No.1 had been financially supporting the said deceased, Daulatrao, Khanderao and Miss Sumati Keshavrao Thakur for many years during their lifetime and, therefore, it was the wish of the said Daulatrao, Khanderao and Sumati Keshavrao Thakur that the said First Confirming Party be suitably rewarded in the event of the sale of the said property.

The structure known as "Thakur Bungalow" standing on the said property comprised of ground and an upper floor, having a total carpet area of 3047.16 sq.ft. equivalent to 283.14 sq.metres. The entire 1<sup>st</sup> floor was vacant and was in possession of the said Owner Nos.1, 2, 3, 4 and 6 and there were no tenants on the said 1<sup>st</sup> floor which had a carpet area of 1382.16 sq.ft. equivalent to 128.40 sq.metres. The ground floor had 2 portions one on North side, having 61.80 sq.metres carpet area and the other on South side, having 92.94 sq.metres carpet area and the same were occupied as under :-



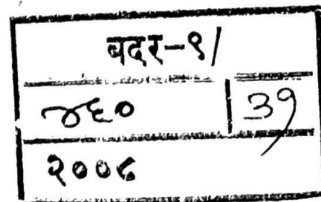
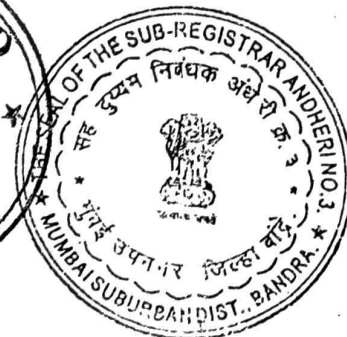
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<u>Sr.No.</u>	<u>Name</u>	<u>Floor</u>	<u>Carpet Area</u>	<u>Status</u>	<u>Monthly Rent</u>
1.	Mr. Ujwal Vasant Thengdi	Ground floor North Side	665 sq.ft. i.e. 61.80 sq.mts.	Tenant	Rs.50/-
2.	Dr.(Miss) Vaijayanti Thakur (Second Confirming Party)	Ground floor South Side	1000 sq.ft. i.e. 92.94 sq.mts.	Occupant	N.A.

By a Deed of Conveyance dated 21.07.2006 registered with the Sub-Registrar, Andheri No.1, Mumbai Suburban District (Bandra) under Serial No.BDR1/6152/2006 on 21.07.2006 made between the said owners, therein called 'the Vendors' of the First Part, the said First Confirming Party of the Second Part, Dr. (Miss) Vaijayanti Thakur, therein and hereinafter called 'the said Second Confirming Party' of the Third Part and the Developers herein, therein called 'the Purchasers' of the Fourth Part, the said owners sold, transferred and conveyed all their right, title and interest in the said property to the Developers herein for valuable consideration and the said First and the said Second Confirming Parties confirmed the same.

Pursuant to the said Deed of Conveyance, the said owners also executed an Irrevocable General Power of Attorney dated 21.07.2006, registered with the Sub-Registrar, Andheri No.1, Mumbai Suburban District (Bandra) under Serial No.BDR1/6153/2006 on 21.07.2006 in favour of the partners of the Developers.

In pursuance of the said conveyance, the said owners handed over the quiet, peaceful and vacant possession of the said property including the vacant possession of the entire first floor and the said Second Confirming Party handed over the quiet, peaceful and vacant possession of the said tenement on South side hitherto occupied by her to the Developers herein and the said owners attorned the tenancy of Mr. Ujwal Vasant Thengdi (hereinafter called 'the said tenant') in respect of the said tenement on North side on the ground floor.



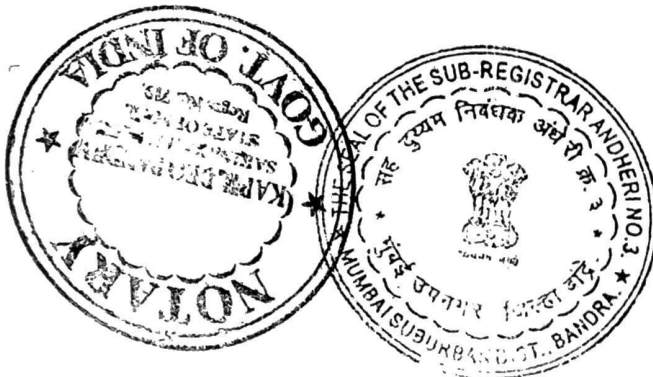
Under the circumstances mentioned hereinabove, the Developers became the sole and absolute owners of the said property.

The Developers subsequently settled the said tenant and have demolished the existing structure known as "Thakur Bungalow" and are putting up a new building known as "Silicon Valley" on the said property.

The Developers have availed of a Project Finance loan from The Cosmos Cooperative Bank Ltd., Pune, Andheri Branch and for the said purpose have mortgaged the said property along with the construction thereon, receivables, etc. by a Deed of Mortgage dated 10<sup>th</sup> July 2007 registered with the Sub-Registrar Andheri No.2 Mumbai Suburban District under Serial No.BDR4/5153/2007 on 10<sup>th</sup> July 2007 inter alia on the following terms and conditions :

- a) The sale proceeds of all the flats in the said building known as "Silicon Valley", shall be deposited in the said bank viz. the Cosmos Cooperative Bank Ltd., Pune, Andheri Branch in a designated Finance Project Account of the Developers;
- b) A separate undertaking from the prospective purchasers shall be taken by the Developers in favour of the said Bank as per the draft to be given by the Bank;
- c) If there are any unsold flats after the completion of the project then prior to the entire repayment of the Project Finance sanctioned, possession of all such unsold units shall be handed over by the Developers to the said Bank until the said Project Finance loan Account is closed.

The Developers are entitled to sell flats and other premises being constructed in the said building "Silicon Valley" to prospective purchasers on ownership basis subject to the



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**. VAS**B.Sc., LL.B.  
Advocate High Court

Continuation Sheet...

condition that all the amounts received from the Purchasers shall be paid directly to the said Bank to the credit of designated account of the Developers with the said Bank.


In my opinion, subject to the mortgage in favour of the said Bank and save and except what is stated hereinabove, the title of the Developers to the said property is clear and marketable, free from all encumbrances and reasonable doubts and the tenure of the said land is frechold.

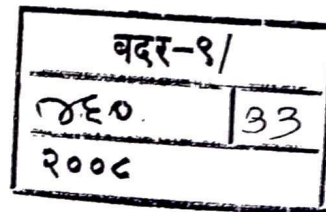
**THE SCHEDULE ABOVE REFERRED TO :**

ALL THAT piece or parcel of land or ground bearing C.T.S. No.G/126 of Revenue Village "G" Ward, Bandra, Taluka Bandra, District Mumbai Suburban along with a structure known as "Thakur Bungalow" standing thereon bearing Municipal Assessment H Ward No.3256, Street No.2 bearing Plot No.54 of Santacruz Town Planning Scheme No.II, admeasuring 770 sq.yards equivalent to 643.8 sq.metres, but after setback of 21.0 sq.metres for road widening, the area being shown in Property Register Card as 622.8 sq.metres lying, being and situate at 8, J.K. Mehta Road (formerly 2 Green Street), Santacruz (W), Mumbai 400 054 in the Registration District of Mumbai Suburban.

Mumbai, dated this 19<sup>th</sup> day of December 2007.



  
(P. VAS)  
Advocate





# मालमत्ता पत्रक

विभाग/मोजे - जी वॉर्ड

तालुका/न.भू.मा.का. - न.भू.अ.बांद्रा

जिल्हा - मुंबई उपनगर जिल्हा

नका पुरातन शिट नंबर प्लॉट नंबर क्षेत्र धारणाधिकार शासनाला दिलेल्या अंकारणाचा किंवा मालकीचा तपशील आणि त्याच्या फेर तपासणीची प्रत (वेळ)

अ.भू.क्र. ५५ - ८/१९६  
८/१९६

(Sq.yds.) C  
[७७०]  
चौ.मि.  
६४३.८  
- २१.०

[asstt. Rs.१६/- १.८.७९]  
रु.पैसे.  
[१६.००]  
र.रू.२४९४.८० दिनांक १.८.७९  
पासून.

[६२२.८]  
६२३.० नगर रचना योजना  
प्रमाणे

सुविधाधिकार -----

हक्काचा मूळ धारक वर्ष १९४८  
[[१] Janardan.]  
[[२] DDawlatrao.] Keshav Thakur.  
[[३] Shamrao.] as per Deed of transfer dt. २६.]  
[[४] Ramrao.]  
[[५] Bhalchandra.]  
[[६] Khanderao.]  
[[७] Dwaruanarth.]

पट्टदार -----

हतर मार / -----

हतर शेर -----

क्र.सं.	व्यवहार.	खंड क्रमांक	नविन धारक (धा) पट्टदार (प) किंवा मार (मा)	साक्षात्करण
२०/०३/१९८८	जनार्दन मयत ता. १३.१.६४ मृत्युपत्र ता. २४.४.६०.	---	(H) दोलतराव केशवराव ठाकरे. एस.डी.मंत्री. एक्झीक्यूटर्स.	रुही- १९६८-०३-२४ ००:००:०० न.पु.अ.क्र. ३नु.३.पु.
२०/०६/१९६९	भा.स.च्या १९५६ च्या वजन मागचे कायद्यालगत म.रा.रा.च्या १९५८ अंमलबजावणी कायद्यानुसार व भा स च्या नाणे संबंधी कायद्यानुसार क्षेत्र आकाराचे रूपांतर केले.	---		रुही- १९६९-१२-०८ ००:००:०० वि.जिनिपु.अ. (२)कृत वा.
२४/०२/१९८४	ठपविभागीय अधि.मुंबई उप. आदेश क्र. DLN/LNDA-२४३१/१.१.८२. अन्वये सुधारित विनम्रः सारा र.रू.२४९४.८०.मुदत १-८-७९ पासून.	---		रुही- १९८४-०२-२७ ००:००:०० जिनिपु.अ तथा नमु.अ.क्र ३मु.
१३/०३/१९८९	सहाय्यक अभियंता परीनरीक्षक यांचेकडील प्रस्ताव क्र. AEB/१३४१/SB- दि.३.१.८९ प्रमाणे व मो.रं.नं. १९९१/८८ प्रमाणे रस्तारूंदीकडे वार्ग मोल्या २१.० चौ.मिटर क्षेत्राचा अंमल रस्तारूंदीकडे घेतला.	---		रुही- १९८९-०३-१५ ००:००:०० जिनिपु.अ तथा नमु.अ.क्र ३मु.

बदर-९/  
४६० ३४  
२००८



मालमत्ता पत्रक

अ.मु.क्र. - जी वॉर्ड

तालुका/न.भु.मा.का. - न.भु.अ.वांद्रा

जिल्हा - मुंबई उपनगर जिल्हा

श्री मूल्यांकन  
क्र. १०० नं

शिट नंबर फ्लॉट नंबर

क्षेत्र  
घो.मो.

धारणाधिकार

शासनाला दिलेल्या आकाराचा किंवा पाहण्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ)

अ.मु.क्र. ५५ - ६/१२६

क्रमांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा धार (धा)	साक्षात्करण
२८/१४/२००६	<p>चारसाने</p> <p>१) दौलतराव २) शामराव ३) रामराव ४) भालचंद्र ५) खंडेराव ६) द्वारकानाथ केशव ठाकूर हे अनुक्रमे दि. २२.१२.७९, ६.७.९८, २२.९.९०, ३.८.९२, २५.८.९२, १५.१२.९७ रोजी मयत असून अ.नं. १ व ५ हे अधिवाहित असून त्यांना कायदेशीर धारस १) श्रीमती सुंदरी उर्फ मिरा शामराव ठाकूर २) श्रीमती नयन एस.कोल ३) श्रीमती ललिता रामराव ठाकूर ४) श्री.विवेक रामराव ठाकूर ५) श्रीमती फिरोजबाई भालचंद्र ठाकूर ६) डॉ.वैजयंती भालचंद्र ठाकूर ७) श्री.अरविंद भालचंद्र ठाकूर ८) श्री.अरुण भालचंद्र ठाकूर ९) श्री.अशोक भालचंद्र ठाकूर १०) श्री.अमित भालचंद्र ठाकूर ११) श्रीमती पथिनी पी.गोडांबे १२) रोहिणी गाडगीळ १३) श्रीमती धन द्वारकानाथ ठाकूर १४) गौतम द्वारकानाथ ठाकूर १५) श्री.मनोज द्वारकानाथ ठाकूर १६) श्रीमती सुमती केशव ठाकूर -</p> <p>१७) श्रीमती कमल उर्फ शोला शंकर मंत्री, १८) प्रेमलक्ष्मी नारायण परळकर हे असलेबाबतचा अर्ज, मृत्यूचा दाखला, प्रतिज्ञापत्र सादर केले असूनसादर धारसांपैकी सुंदरी शामराव, ललिता रामराव ठाकूर, फिरोजबाई भालचंद्र ठाकूर, कमल उर्फ शोला शंकर मंत्री, सुमती केशव ठाकूर ह्या अनुक्रमे दिनांक ७/६/२००३, २०/२/२००३, ८/८/२००३, २८/२/२००० रोजी मयत झाले असून श्रीमती कमल उर्फ शोला शंकर मंत्री यांना १) डॉ.सुधीर शंकर मंत्री २) श्री. राजन शंकर मंत्री हे कायदेशीर वारस असलेबाबत श्री.मनोज द्वारकानाथ ठाकूर यांनी जबाब दिलेवरून मयतांचे नावे कमी करून वारसांची नावे दाखल केलेची नोंद केली.</p>	<p>स्व.धा. भा.न.भू.अ.वांद्रा यांचा दि. २८/११/०६ चा आदेश</p>	<p>धारक</p> <p>[१] श्रीमती सुंदरी उर्फ मिरा शामराव ठाकूर] [२] श्रीमती नयन एस. कोल [३] श्रीमती ललिता रामराव ठाकूर] [४] श्री.विवेक रामराव ठाकूर [५] श्रीमती फिरोजबाई भालचंद्र ठाकूर] [६] डॉ.वैजयंती भालचंद्र ठाकूर [७] श्री.अरविंद भालचंद्र ठाकूर [८] श्री.अरुण भालचंद्र ठाकूर [९] श्री.अशोक भालचंद्र ठाकूर [१०] श्री.अमित भालचंद्र ठाकूर [११] श्रीमती पथिनी पी. गोडांबे [१२] रोहिणी गाडगीळ [१३] श्रीमती धन द्वारकानाथ ठाकूर [१४] श्री. गौतम द्वारकानाथ ठाकूर [१५] श्री.मनोज द्वारकानाथ ठाकूर [१६] श्रीमती सुमती केशव ठाकूर] [१७] श्रीमती कमल उर्फ शोला शंकर मंत्री] [१८] श्रीमती प्रेमलक्ष्मी नारायण परळकर [१९] डॉ.सुधीर शंकर मंत्री [२०] श्री.राजन शंकर मंत्री</p>	<p>के रकार क्र.१०६९ प्रमाणे म्हो - २८/१४/२००६ न.भू.अ.वांद्रा</p>
२८/१४/२००६	<p>श्री.मनोज द्वारकानाथ ठाकूर व इतर यांचा अर्ज, मृत्यूचा दाखला, प्रतिज्ञापत्र, अन्यवे दौलतराव केशवराव ठाकूर, एस.व्ही.मंत्री हे अनुक्रमे दिनांक २२/१२/७९, २५/५/१९९३ रोजी मयत झालेने त्यांची नावे कमी केली.</p>			<p>के रकार क्र.१७७० प्रमाणे म्हो - २८/१४/२००६ न.भू.अ.वांद्रा</p>
२८/१४/२००६	<p>सड.दुय्यम निबंधक अधीरी क्र.१ मुंबई उपनगर याचेकडील र.द.क्र बंदर-१/६१५२/२००२ रक्कम रुपये १०५६००००० दिनांक २४/०७/२००६ अन्वये खरेदी देणार</p> <p>१) श्रीमती प्रेमलक्ष्मी नारायण परळकर, २) श्रीमती नयन कोल, ३) श्री.विवेक रामराव ठाकूर, ४) डॉ.वैजयंती भालचंद्र ठाकूर, ५) श्री.अरविंद भालचंद्र ठाकूर, ६) अरुण भालचंद्र ठाकूर, ७) अशोक भालचंद्र ठाकूर, ८) अमित भालचंद्र ठाकूर, ९) श्रीमती पथिनी पथारकर गोडांबे, १०) श्रीमती रोहिणी जे.गाडगीळ, ११) श्रीमती धन द्वारकानाथ ठाकूर, १२) श्री.गौतम द्वारकानाथ ठाकूर, १३) श्री.मनोज द्वारकानाथ ठाकूर, १४) डॉ.सुधीर शंकर मंत्री, १५) श्री.राजन शंकर मंत्री, यांचे नाव कमी करून खरेदी घेणार मे ऑपरान्स डेव्हलपर्स अॅन्ड विल्डर यांचे नाव दाखल केले.</p>	<p>भा.न.भू.अ.वांद्रा स्व.धा. यांचा दि. २८.११.०६ चा आदेश</p>	<p>धारक मे.ऑपरान्स डेव्हलपर्स अॅन्ड विल्डर्स</p>	<p>के रकार क्र.१७७२ प्रमाणे म्हो - २८/१४/२००६ न.भू.अ.वांद्रा</p>

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मालमत्ता पत्रक

किरायापोने - जी वॉर्ड

तालुका/न.भु.मा.का. - न.भु.अ.वांद्रा

जिल्हा -



क्रमांक/पत्र नं.	प्लॉट नंबर	खेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणाचा किंवा प्रत्येकी तपशील आणि त्याच्या किंदापसणीची तपशील (सक)
अ.भू.क्र. ५५ - ६/१२६				

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा धार (धा)	साक्षात्करण
१८/०६/२००७	अन्य रितीने/आदेशान्वये मा.अर्थक्षेत्रक भूमि अभिलेख, मुंबई उपनगर जिल्हा यांचेकडील क्रमांक न.भू.सं.२/न.भू.वांद्रा/न.भू.क्र. जी-१२६/न.र.यो. प्र.दोन/अ.भू.क्र. ५४/२००६ दि. १९/१०/२००६ व दि.१८/५/२००७ चे पत्र, नगर रचना मंजुरा क्रमांक दोन यांचेकडील वी फॉर्म प्रमाणे पडताळणी नकारा, इकडील अति तातडी न.र.यो. सिमांकन मो.र.नं. ४३९/०६ चा मोजणी नकारा यान्वये वी फॉर्म प्रमाणे न.भू.क्र. जी-१२६ (अ.भू.क्र. ५४) वरील मूळ क्षेत्र ६२२.८ चौ.मि. कमी करून ६२३.० चौ.मि. क्षेत्राचा मिळकत पत्रिकेवर अंमल घेतला.			के रफर क्र.२००२ प्रमाणे सी - १८/६/०७ न.भू.अ.वांद्रा

तपासणी करणारा -

खरी नककल -

न.भू.अ.वांद्रा

मुंबई उपनगर जिल्हा

दस्तावेज क्रमांक - १०१५०५  
 कार्य क्रमांक - २५१५००  
 मूल्य - २५५५००  
 मसुदेच्या प्रकृत - २८००/-  
 मसुदेच्या प्रकृत - ५/-  
 उभोच प्रकृत - १८५/-  
 प्रकृत प्रकृत - १८५/-

खरी नकल  
 नगर सहायक पत्रिकेवर अंमल



वदर-९/  
 ४६० ३६  
 २००८



This T.O.D./C.C. is issued suble to the provision of Urban Land Celling and Regulation Act, 1974.

C-3 MUNICIPAL CORPORATION OF GREATER MUMBAI

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

No. CE/2277BSII/WS/AH/AK of Ex. Engineer Bldg. Proposal (W, S, H and K - Wards, Municipal Office, R. K. Park Marg, Bandra (West), Mumbai-400 058.

24 NOV 2006

To, Option Developer / Builder

Sir, With reference to your application No. 337 dated 25.08.2006 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1883 to erect a building.

To the development work of proposed bldg on CTS No. 61128 at premises at Street T.J. Mehta Road village Bandra No. situated at Santacruz (W) Ward 111.

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

- 1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part there of shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
(a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
(c) The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 42 of 45 of the Maharashtra Regional and Town Planning Act, 1966.

The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

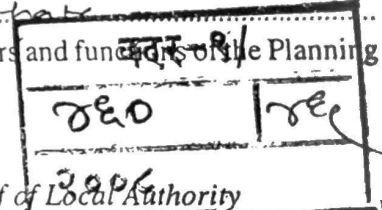
The Municipal Commissioner has appointed Shri. S. Y. Ghate Executive Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto

The Commencement Certificate is for carrying out the work up to SHH IC 2.75 MTR h... per approved plan dated 10/10/06

TRUE COPY

A. N. BHALERAO ARCHITECT BMCLIC No. B/192.



FOR MUNICIPAL CORPORATION OF GREATER MUMBAI



EXHIBIT E

This T.O.D./C.C. is issued subject to the provision of Urban Land Ceiling and Regulation Act, 1974.

BMPP-1649-2002-10,000 Forms

C-3  
MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/2277BSII/WS/AH/AK of Ex. Engineer Bldg. Proposal (W, S, H and K - Wards, Municipal Office, R. K. Palkar Marg, Bandra (West), Mumbai-400 058.

COMMENCEMENT CERTIFICATE

To, Option Developer  
& Builders

24 NOV 2006

Sir,

With reference to your application No. 337 dated 25.08.2006 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building.

To the development work of proposed bldg on CTS No. G.L. 128 at premises at Street J.J. Mehta Road village Bandra plot No. ..... situated at Santacruz (W) Ward H & K

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

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part there of shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
  - (a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
  - (c) The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 42 of 45 of the Maharashtra Regional and Town Planning Act, 1966.

The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. S. Y. Ghate Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto.....

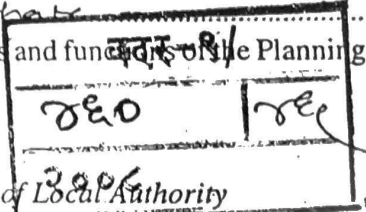
The Commencement Certificate is for carrying out the work up to ..... per approved plan dated .....

TRUE COPY

.....

A. N. BHALERAO  
ARCHITECT  
BMCLIC No. B/102.

FOR  
MUNICIPAL CORPORATION OF



For and on behalf of Local Authority  
The Municipal Corporation of Greater Mumbai  
..... Eng. Building Proposals  
(Western Suburb.) 'H & K/West' 'K/Fast'



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/2277BSII/WS/AH/AK of Ex. Engineer Bldg. Proposal (W, S, H and K - Wards, Municipal Office, R. K. Park Marg, Bandra (West), Mumbai-400 050.

COMMENCEMENT CERTIFICATE

24 NOV 2006

To, Option Developer & Builders

Sir,

With reference to your application No. 337 dated 25.08.2006 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building.

To the development work of proposed bldg on CTS No. G.1.128 at premises at Street T.J. Mehta Road village Bandra plot No. situated at Santacruz (W) Ward H/W

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

- 1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part there of shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
(a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.

(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 42 of 45 of the Maharashtra Regional and Town Planning Act, 1966.

The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. S. Y. Ghate Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto

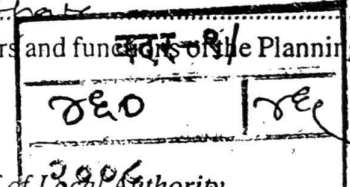
The Commencement Certificate is

for carrying out the work up to

per approved plan dated

TRUE COPY

A. N. BHALERAO ARCHITECT



FOR MUNICIPAL CORPORATION OF GREATER MUMBAI

3 MAY 2007

up to 23/11/07

2277/BSH/WS/AH

Further C.C. is now extended up to recondensed ed. Full cc  
13.80mtr above ground level incl. LMR+OHT  
height as per approved plan dated 16/4/07

*Shah*  
31/5/07  
E.B.P. (W.S.) IT & K Ward  
Valid up to 23.11.2007

2277 /BSH/WS/AH or  
Further C. C. is now extended  
for/up to TOP OF height. 6<sup>th</sup> floor ie. ht. 21.75 Mtrs above Agl.  
as per amended plan dated 10/8/2007

*Shah*  
17/8/07  
E.B.P. (WS) K/East/West & H

17 AUG 2007

TRUE COPY

*(Signature)*

A. N. BHALERAO  
ARCHITECT  
BMC Lic No. 07102



बदर-९/	
४६०	४८
२००८	



# Silicon Valley Co-operative Housing Society Limited

(Registered under the Maharashtra Co-operative Societies Act, 1960)

Regd. No. : MUM / WHW / HSG / TC / 14795 / 2010-2011 Dated - 01/09/2010

Plot No. 54, C.T.S. No. G-126, T.P.S. II, 8, J. K. Mehta Road, Santacruz (West), Mumbai - 400 054.

## SHARE CERTIFICATE

Authorised Share Capital : Rs. 1,00,000/- divided into 2000 shares of Rs.50/- each

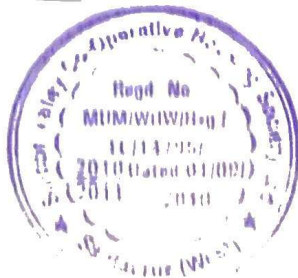
Share Certificate No. : 08 Member's Register No. : 08 No. of Shares : Ten

This is to certify that SHRI. MAHESH HOOVAPPA PUJARI

of Flat No. 402,

'SILICON VALLEY', is/are the registered holder/s of ten fully paid up shares of Rupees Fifty each numbered from 71 to 80 (both inclusive) in the Silicon Valley Co-operative Housing Society Limited, situated at Plot No. 54, C.T.S. No. G-126, T.P.S. II, 8, J. K. Mehta Road, Santacruz (West), Mumbai - 400 054, subject to the bye-laws of the said Society.

Given under the Common Seal of the said Society at Mumbai this 01ST day of MARCH, 2011.



H. K. Joshi

Chairman

[Signature]

Hon. Secretary

[Signature]

Authorised  
M.C. Member



Office of the Additional Collector & C.A  
U.L.C. Brihanmumbai

EXHIBIT-F

6363

Administrative Bldg., M.S.D. Govt. Colony, Bandra (East) Mumbai-51  
Date: 7/8/2006

To: Mr. [Name] Developers and Builders,  
[Name] and Associates (Architects)  
[Name] Ground Floor,  
[Name] Road,  
Mumbai-400057

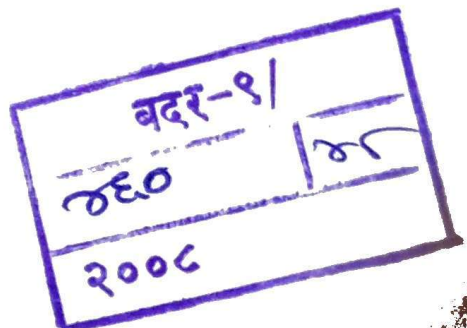
Sub: Permission for redevelopment of property  
bearing C/S No G 126 F P No. 54 TFS II Santacruz of  
Village Bandra Taluka Andheri in MSD

Please refer to your Architect's letter No. VPI 284/2006 dated 1/8/2006 and your letter No. [Name] dated 1/8/2006 seeking permission for redevelopment of the above mentioned property.

At this stage, the land is non vacant and within the meaning of the U.L.C. & P. Act, 1976 because it is built up with One structures which containing ONE dwelling unit. The calculation of plinth area land appurtenant, additional land appurtenant etc. show that the land is non vacant to the extent of 622.80 Sq. Mtrs ( Six hundred twenty two point eighty sq. Mtrs) excluding area under road set back to the extent of NIL Sq. Mtrs.

Thus, the question of permission under section 22 of the U.L.C. Act, 1976 in your case can be considered only when the land becomes vacant after all the structures are demolished with the consent of the existing occupants, tenants of the premises and the proposed building has been constructed as per approved plans and is on the verge of completion. The order under Sec 22 with permission to retain the above land usually contains the following conditions -

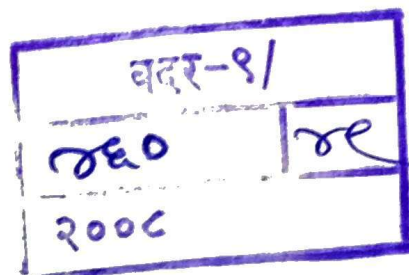
1. The letter of indent and permission under sec.22 shall be subject to the applicant's producing proof regarding the title of ownership of the land, possession, area and user thereof. The Municipal Corporation of Greater Mumbai should verify the same before issuing IOD C.C.
2. The permission is operative for redeveloping the property in accordance with the provision of D.C. Regulation in force.
3. The maximum size of the tenements shall not exceeds 120 Sq. Mtrs plinth area for the tenements constructed by availing the FSI of non vacant land and Transfer of Development Rights of any kind if utilized on the non vacant land so allowed to redevelop.



4. Not more than one dwelling unit shall be sold allotted to one family
5. Existing tenants/occupants shall be rehabilitated by you in the redevelopment scheme. You should submit the names and number of tenants/occupants of the structure. The area occupied by each of them the alternative proposed by you and the agreement entered in to with each of the tenants by you to this office. Municipal Corporation of Greater Mumbai to ensure rehabilitation of existing tenants/occupants as per their rules.
6. Form No. VI prescribed in rule No.12 u/s22 of the Act, shall be filed within a period of three months from the demolition of the existing structures. Question of issuing regular order u/s.22 for the land falling vacant due to demolition of structures will be considered only after the existing structures are demolished and proposed building has been constructed as per approved plans and is on the verge of completion
7. The construction work of redevelopment shall be completed within the period of 5 years from the date of issue of this letter of intent.
8. The holder will not utilize the FSI of the structures, which are not demolished.
9. This letter of intent is valid for the period of five years from the date of its issue and would be lapsed automatically, if work is not commenced within the specified period. As area admeasuring 622.80 Sq.Mtrs ( Six hundred twenty two point eighty Sq.Mtrs) excluding under road set back to the extent of 111. Sq.Mtrs. is non vacant land retainable by the land holder within the meaning of U.L.(C&R)Act,1976.
10. That you have to submit P.R.Card deleting name of Daulatrao Thakur and other and in the name of present owner i.e. M.s. Option Developers and Builders to this office before Formal Order.
11. Any legal rights and claims of any existing tenants/occupants.co-owners (if any) shall not be affected by the developer while implementing the said redevelopment scheme.
12. The above conditions will be binding on all the owners their assignees, constituted attorney/developers.
13. Statement u/s.6(I) of the Act filed by him, if any will be decided separately.



*Shivaji*





C. This letter of intent is also subject to your obtaining NOC Clearance permission from any other authorities viz. The Bombay Housing and Area Development Board, the Additional Collector, BSD Sub Divisional Officer, BSD, Additional Dist. Dy. Collector, NAA etc applicable in your case under the respective Acts or any other Act for the time being in force. This letter of Intent only clarifies for you that your land today is non vacant land to the extent of 622.80 Sq.Mtrs ( Six hundred twenty two point eighty Sq.Mtrs) excluding area under road set back to the extent of NIL Sq.Mtrs within the meaning of the ULC Act, 1976, and that the question of permission u/s.22 may arise only if the land becomes vacant on account of demolition of the buildings and proposed building has been constructed as per approved plans and is on the verge of completion.

D As per the power entrusted with me, I hereby allow the land holder to hold the vacant land for the redevelopment purpose after demolition of the existing structures till the validity of this order.

E You may approach the Municipal Corporation of Greater Mumbai with an undertaking that all the above mentioned conditions are acceptable to you to get your redevelopment proposed approved. You should apply for permission u/s.22 of the Act, at the time mentioned in the condition No.6 above

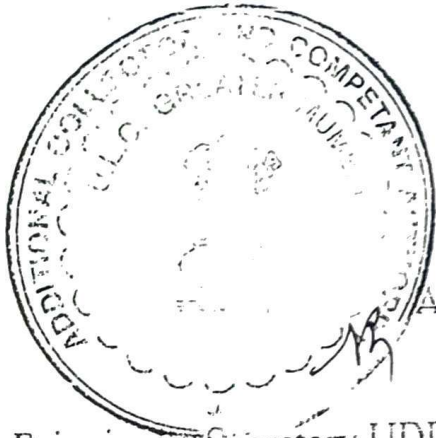
F. You may also note that you would be required to submit the progress of the rehabilitation of the existing tenants occupants of the structure every six months.

Yours faithfully,



(S.R. Jondhale)

Additional Collector & C.A.  
(U.L.C) Gr. Mumbai



Copy to: 1) The Principal Secretary, UDD Mantralaya Mumbai 32 for information.

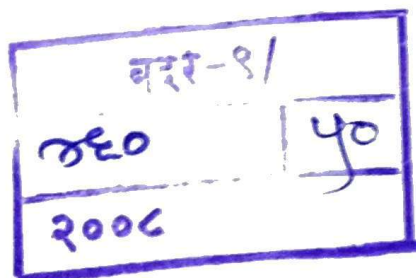
Copy f.w. cs. to

2) Dy. City Engineer (DP) BMC Mahapalika Marg, Fort, Mumbai 400001 for information.

3) The Ex. Engineer (B.P.) Western Suburbs "H&K" Ward, Bandra, Mumbai-50

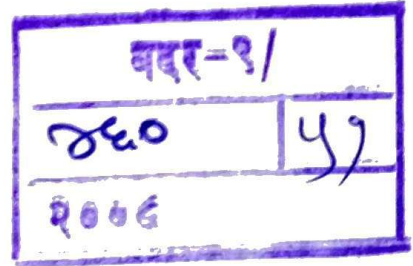
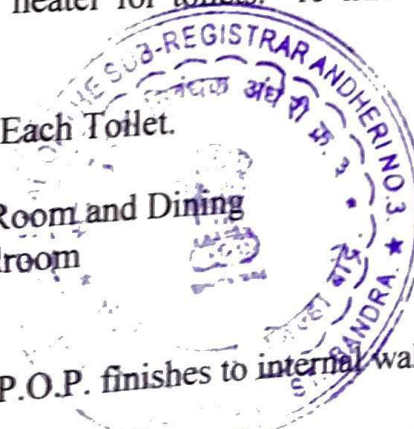
He is requested to inform this office after the existing structure have been demolished to forward a copy of the undertaking furnished by the land owner developer concerned vide Para E above and copy of IOD/CC is granted.

4) Select File



**EXHIBIT "G"**  
**LIST OF AMENITIES**

1. Earthquake Proof R.C.C. design.
2. Imported Marble Flooring in Living Room and Dining. Wooden Flooring in Master Bedroom. Granamite flooring in two Bedrooms and Kitchen.
3. Non slippery tile flooring in toilets and glazed tile dado upto door height.
4. Granite top platform with Stainless Steel sink in Kitchen. 2 feet high dado over Platform.
5. Decorative flush door at the main entrance with good quality night latch, safety chain and decorative handles.
6. Flush doors with Handle and Mortise lock to all bedrooms.
7. Anodized aluminum windows with glazing. M.S. Grill to all windows.
8. Marble/Granite sill to Windows.
9. Concealed Plumbing with single lever Hot and Cold water mixer in toilets and wash basin.
10. Good quality W.C. and washbasin. Flush valve for W.C.
11. Jaguar C.P. Fittings for all toilets.
12. Concealed Electrical Copper wiring in all rooms. Good quality switches.
13. M.C.B. to all flats.
14. 25 litre storage type water heater for toilets. 15 litre storage type water heater in Kitchen.
15. Exhaust fan in Kitchen and Each Toilet.
16. Ceiling fans: 3 in Living Room and Dining  
1 in each bedroom  
1 in Kitchen
17. Cement plaster on outside. P.O.P. finishes to internal walls.
18. Cement/Acrylic Paint on Outside. Oil Bound Distemper to all internal walls.
19. Waterproofing in Toilets and on Terrace.
20. Polished Tandar to risers and treads Granite/Marble Flooring at all Landings and Midlandings.



*M. K. Kulkarni*      *Dr. K. K. Kulkarni*

↓



- 21. Decorative entrance hall.
- 22. Intercom connected to Security.
- 23. Compound wall on all sides with decorative gates.
- 24. Otis elevators or its equivalent.
- 25. Servant's Toilets.
- 26. Society's Office.

*M. K. ...* *...* *J. ...*

बंद-९/	
२५०	४२
२००६	

