

To,
BRIJESH KUMAR MATHUR
FLAT NO. 301
3RD FLR., 'A' WING,
GOKULDHAM, NEAR LAKSH CHAND APT,
GOREGAON-EAST
MUMBAI-00000341

OCTOBER 15, 2010

LAN No : LBMUM00000551457

Dear Sir/Madam,

This is to certify that your Home Loan having LAN No LBMUM00000551457 has been repaid in full and there are no further dues payable under this Loan.

This is to certify further that ICICI Bank Ltd has no claim or right anymore whatsoever against you or your property in respect of the said Loan.

For ICICI Bank Ltd,
(acting for itself and/ or as duly constituted attorney of ICICI Home Finance Company Limited)


Authorised Signatory

MUNICIPAL CORPORATION OF GREATER MUMBAI

NO. CHE/8210/BP(WS)/AP - 6 JAN 2004

To,

M/s. Suraj Estate Developers,
Owner.

Office of the

En. Eng. Bldg. Prop. (W.S.) P & R. Ward

Dr. Babasaheb Ambedkar Market Bldg.

Wandri (West) Bombay - 400 027

Subject : Permission to occupy the completed building on plot bearing C.T.S. No. 621-A of village Malad, situated at Goregaon-Mulund Link Road, Goregaon (East).

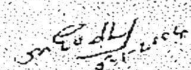
Reference : Your Arch's letter No. TA/529/03, dated 17.11.2003.

The development work of building comprising of Wing 'A' - Stilt + 7 upper floors, Wing 'B' - Stilt + 6th + 7th (part) upper floors on plot bearing C.T.S. No. 621-A of Village Malad situated at Goregaon-Mulund Link Road, Goregaon (East) is completed under the supervision of Shri T.H. Motta, Licenced Architect having Lic. No. M/163, Shri Abhay Dande, Licenced Structural Engineer, having Licence No. STR/D/99 and Lic. Site Supervisor, Shri Arvind M. Jain, having Licence No. J/112/SS-II, may be occupied on the following conditions:

1. That the certificates U/s 270A of B.M.C. Act shall be obtained from A.E.W.W.P/South and a certified copy of the same shall be submitted to this office.

A set of plan duly signed is returned herewith in token of approval.

Yours faithfully,


En. Engineer, Bldg. Proposal
(Western Suburbs) P & R/W Wards.



RAJENDRA DEVELOPERS

BUILDERS & DEVELOPERS

302, GALAXY ARCADE, 10, M.G. ROAD, VILE PARLE (E), MUMBAI - 400 057. TEL: 2611 3525 / 2610 9797 / 26399701 • FAX : 2693

Date : 11.10.2003.

To,

**Mr. B. K. Mathur &
Mrs. Ruchi Dayal Mathur,**
A1/62/501, EIL Housing Complex,
Gokuldharm, Goregaon (East),
Mumbai- 400 063.

Sub. : **Handling over the possession of flat No. 301 - on the 3rd floor in A wing of building known as "RAJ RUDRAM" on plot bearing C.T.S.No 621/A of Village Malad, Goregaon (East). Mumbai-400 063.**

Dear Sir,

We refer to your letter dated 08.10.2003 requesting us to hand over the possession of the aforesaid flat No. 301 on 3rd floor of "Raj Rudram". We are handing over to you the vacant and peaceful possession of above referred flat.

Yours faithfully
For RAJENDRA DEVELOPERS

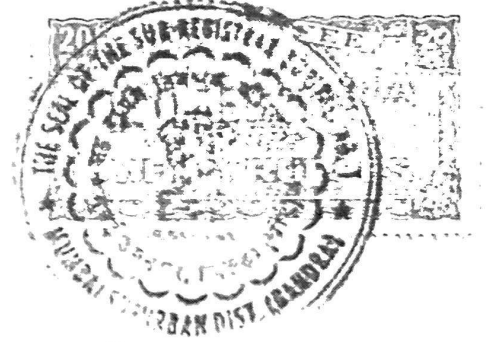
PARTNER



सूची क्र. दोन INDEX NO. II

गावाचे नाव : मालाड

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 1,881,750.00
वा.भा. रु. 1,909,540.00
- (2) भू-मापन, पोटहिरसा व घरक्रमांक (असल्यास) (1) सिटीएस क्र.: 621 वर्णना: विभागाचे नाव - मालाड (पुर्व) (बोरीवली), उपविभागाचे नाव - 62/294 - भुभाग: उत्तरेस वॉर्ड हद्द, पूर्वेस वॉर्ड हद्द, दक्षिणेस फिल्म सिटी मार्ग व पश्चिमेस गाव हद्द. सट्टर गिळकत सि.टी.एस. नंबर - 621 मध्ये आहे. सदनिका क्र. 301. ए विंग, 3 रा माळा, "राज रुद्रम"
(1)वांधीय गिळकतीचे क्षेत्रफळ 79.07 चौ.मी. आहे.
- (3)क्षेत्रफळ (1)वांधीय गिळकतीचे क्षेत्रफळ 79.07 चौ.मी. आहे.
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)-
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मं/- राधेन्द्र डेव्हलपर्स चे भागीदार रमेशचंद वी. बोहरा तर्फे मुखत्यार संजय सिताराम तरळ; घर/फ्लॅट नं: 302; गल्ली/रस्ता: एम जी रोड; ईमारतीचे नाव: गॅलेक्सी आर्केड; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: विलेपार्ले (पु), मुं; तालुका: -; पिन: 57.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) प्रिजेश कुमार - माथुर; घर/फ्लॅट नं: ए-1/62/501; गल्ली/रस्ता: -; ईमारतीचे भाव: -; ईमारत नं: -; पेठ/वसाहत: इआयएल हौ कॉम्प्लेक्स, गोकुळधाम; शहर/गाव: गोंरेगाव (पु), मुं; तालुका: -; पिन: 63.
(2) रुबी दयाल माथुर; घर/फ्लॅट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -.
- (7) दिनांक करून दिल्याचा 26/09/2003
- (8) नोंदणीचा 30/09/2003
- (9) अनुक्रमांक. खंड व पृष्ठ 7065 /2003
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 101550.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 19100.00
- (12) शेरा



सही

सद. दुय्यम निबंधक, बोरीवली,
मालाड



श्री/श्रीमती ... संजय तरळ
पाना न्याचे नं 90/3/04
इमा मजं... 81/3/04
दिनांक ... 20/3/04

सद. दुय्यम निबंधक बोरीवली क्र. 1



Tuesday, September 30, 2003

11:01:35 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 7105

दिनांक 30/09/2003

गावाचे नाव मालाड

दस्तऐवजाचा अनुक्रमांक वदर2 - 07065 - 2003

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: ब्रिजेश कुमार - माथुर

नोंदणी फी	:-	19100.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (101)	:-	2020.00
एकूण	रु.	21120.00

आपणास हा दस्त अंदाजे 11:16AM ह्या वेळेस मिळेल

डि. डय्यम विंसाक नोरीधली-१
दुय्यम निवधक
वोरुकरुतः वधतः जिद्व्या

बाजार मुल्य: 1909540 रु. मोबदला: 1881750 रु.

भरलेले मुद्रांक शुल्क: 101550 रु.

Date : 8th January, 2004.

To,

**Mr. Brijesh Kumar Mathur &
Mrs. Ruchi Dayal Mathur,**
Flat No.301, Raj Rudram, A Wing,
Gokuldham, Goregaon (East),
Mumbai - 400 063.

Madam/Sirs,

Ref. : Occupation Certificate No. **CHE / 8210 /BP (WS)/AP**

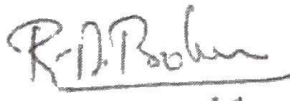
Sub. : Flat No. **301** on the **3rd** floor, **A** Wing at "Raj Rudram" Gokuldham, Goregaon
(East), Mumbai- 400 063.

We have to inform you that we have received the Occupation Certificate bearing No.
CHE/8210/BP(WS0/AP dated 6th January, 2004 issued by the Executive Engineer,
Building Proposal (WS), As you have already taken the possession of your flat.

A Xerox Copy of Occupation Certificate for your record and reference.

Thanking You

Yours faithfully,
For **RAJENDRD DEVELOPERS**



PARTNER

Encl. As Above

RBB
Bill This Agreement is made at Mumbai this [26th] day of [Sept,] 2003

Between

M/s. Rajendra Developers, a registered under the provisions of the Indian Partnership Act, 1932 having its office at 302, Galaxy Arcade, Mahatma Gandhi Road, Vile Parle (East), Mumbai-400 057 hereinafter referred to as 'the Promoter' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners from time to time constituting the said firm of M/s. Rajendra Developers and the survivors or survivor of them and their respective successors in title, heirs, executors, administrators and permitted assigns) of the One Part

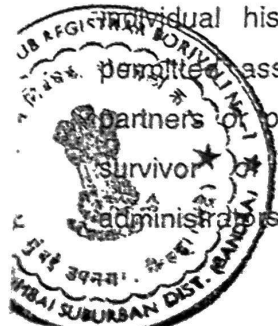
And

RBB
Bill (1) Mr. Bajresh Kumar Mathur &
and (2) Mrs. Ruchi Dayal Mathur
having their address at A/62/501, ELL Housing
Complex, Gokuldham, Goxegaon (East), Mumbai-400063.

hereinafter referred to as "The Purchaser(s)" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an

individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivors and the heirs, executors and administrators of the last survivor and in case of a limited

case of an
एकर-2
2003



RBB *Bill*
RDM

R-110.3
P.O.
Bajirao Rane & Co. Chartered Accountants
Brijesh Kumar Mathur & ANR.
GENERAL STAMP OFFICE
TOWN HALL
FORT MUMBAI
MAH. GSO/10063
INDIA
7 4 1 & SPECIAL SERVICE
100815 SEP 11 2003
SR. R. 0101550
STAMP DUTY MAHARASHTRA
ST. SUPERINTENDENT OF STAMPS
BANDRA.

[Signature]
ST. SUPERINTENDENT OF STAMPS
BANDRA.

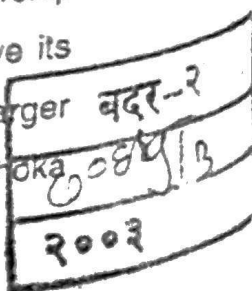
company its successors and permitted assigns) of the Other Part

Whereas

- (i) One Devoo Potya Thakare, prior to 1st April 1957, was an agricultural tenant/kul of F. E. Dinshaw, khot of Malad, in respect of a land bearing Old Survey Nos. 163 (part) and 144 (part) and New Survey No. 260 Hissa Nos. 4 and 6 and New Survey No. 502 Hissa Nos. 1, 2 and 3 and CTS Nos. 656, 621, 622, 623 and 624 admeasuring 10,406 square yards equivalent to 8704 square meters or thereabouts situate at Malad (East), Taluka Borivali, District Mumbai Suburban (hereinafter referred to as "the larger property").
- (ii) Since Devoo Potya Thakare was the agricultural tenant/kul on or before 1st April 1957, he deemed to have purchased inter-alia the larger property under Section 32 of the Bombay Tenancy and Agricultural Lands Act 1948 ("BTAL Act"). In this regard, the Agricultural Land Tribunal and Mamlatdar issued certificate dated 21st May 1964 in favour of Devoo Potya Thakare in respect inter-alia of the larger property. However Devoo Potya Thakare was however prohibited from selling, gifting, exchanging, mortgaging, leasing or assigning inter-alia the larger property or any part thereof without the previous sanction of the Collector as provided in Section 43 of the BTAL Act.
- (iii) Pursuant to the application dated 10 December 1965 made by Devoo Potya Thakare, for sale inter alia of the larger property to Ashoka Farming Society, a partnership firm registered under the provisions of Indian Partnership Act 1932 the Collector on 15th December 1965 gave its sanction/permission for sale inter alia of the larger property by Devoo Potya Thakare to M/s. Ashoka



RBB, B.M. RDM

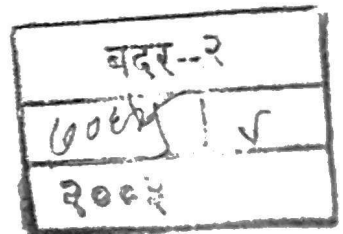


Farming Society, on the terms and conditions therein contained

- (iv) By Deed of Conveyance dated 25th July 1967 made between Devoo Potya Thakare of the one part and (1) Mr. Surendrabhai K. Patel, (2) Mr. Ashok U. K. Patel, (3) Mr. Vikram U. Patel, (4) Mr. Minoo R. Shroff, (5) Mr. Dahyabhai F. Patel, (6) Mr. Dahyabhai P. Patel, (7) Mr. Bhulabhai P. Patel, (8) Mr. Dattaray D. Kanekar, the then partners of M/s. Ashoka Farming Society, of the other part and registered with the Sub-Registrar of Assurance at Bombay under Serial No. BOM/R/3130/1/9/1967 for the consideration mentioned therein, Devoo Potya Thakare did sell and transfer inter-alia the larger property to M/s. Ashoka Farming Society.
- (v) By Deed dated 16th August 1967 (i.e. after the Conveyance dated 25th July 1967, by virtue of which the said partnership firm of M/s. Ashoka Farming Society became the owner of the larger property), Mr. Dahyabhai P. Patel and Mr. Minoo R. Shroff had been retired from the said partnership firm of M/s. Ashoka Farming Society with effect from 16th August 1967 and Dr. Rajnikant Purshottam Patel, Mr. Manibhai Chittabhai Patel and Chandrakant Sitaram Bhosale had been admitted as the partners to the said partnership firm of M/s. Ashoka Farming Society with effect from 16th August 1967.
- (vi) It appears between August 1967 and April 1994, there have been changes in the constitution of the partnership firm Ashoka Farming Society. The six original partners Surendra Patel, Ashok Patel, Dahyabhai F. Patel, Bhulabhai Patel and Dattatraya Kanekar and the two subsequently added partners, Rajnikant Patel and Manibhai Patel ceased to be partners of Ashoka Farming Society, by the year April 1994.



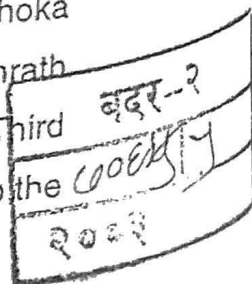
R.B.B. 3/11 RDM



- (vii) It appears that by April 1994, Ashoka Farming Society was constituted of (1) Chandrakant Sitaram Bhosle (2) Pritam B. Modi (3) Harkishandas T. Pabari (4) Nilesh P. Modi (5) Manish Harkishandas Pabari (6) Rajendra Chandrakant Bhosle (7) Tushar Chandrakant Bhosle and (8) Rajesh Pritam Modi (hereinafter referred to as "Pritam B. Modi and others") as its partners.
- (viii) By an Agreement dated 4 April 1994 made between M/s. Ashoka Farming Society of the one part and Dattatraya Dasharath Yande of the other part the said Ashoka Farming Society agreed to sell to Dattatraya Dasharath Yande a portion of the larger property being all those pieces or parcels of land bearing Survey No. 260 Hissa Nos. 4 and 6 and City Survey Nos. 621 and 656 situated at Village Malad, Taluka Borivali, District Mumbai Suburban, Gokuldharm, Goregaon (East), Mumbai admeasuring about 6776 square yards equivalent to 5,665 square metres or thereabouts and more particularly described in the First Schedule hereunder written (hereinafter referred to as "the First Property"), for the consideration and on the terms and conditions therein contained.
- (ix) By another Agreement dated 6 June 1994 made between Dattatraya Dashrath Yande of the one part and Suraj Estate Developers Private Limited, a company registered under the Companies Act, 1956 having its registered office at 702, Silver Cascade, Mount Mary Road, Bandra (West), Mumbai-400 050 (hereinafter referred to as "the Owners") of the other part and by a Tripartite Agreement dated 23 May 1995 made between Pritam B. Modi and others, the partners of M/s. Ashoka Farming Society of the one part and Dattatraya Dashrath Yande of the Second Part and the Owner of the Third part, the First Property had been agreed to be sold to the



R.B.M. B.M. R.D.M.



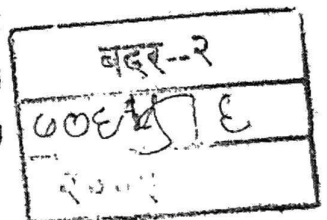
Owner, for the consideration and on the terms and conditions therein contained.

- (x) Pursuant to the said Agreement dated 4 April 1994 made between M/s. Ashoka Farming Society of the one part and Dattatraya Dasharath Yande of the other part and the said Agreement dated 6 June 1994 made between Dattatraya Dashrath Yande of the one part and the Owner of the other part and the said Tripartite Agreement dated 23 May 1995 made between Pritam B. Modi and Others the partners of M/s. Ashoka Farming Society of the one part and Dattatraya Dashrath Yande of the Second Part and the Owner of the Third Part, a Deed of Conveyance dated 11th July, 1995 was entered into and/or executed by and between Pritam B. Modi and others, the partners of M/s. Ashoka Farming Society as the Vendors of the one part and Dattatraya Dashrath Yande as the Confirming Party of the Second Part and the Owner as the Purchaser of the Third Part and registered with the Sub-Registrar of Assurance at Bombay under Serial No. BBJ 2886 of 1995 on 2nd August 1997 as modified by the Deed of Rectification dated 24th July, 1997 (which was also registered with the Sub-Registrar of Assurance at Mumbai under Serial No. BBJ/ 2550 of 1997) and as confirmed by Deed of Confirmation dated 5th October 2001 (which was also registered with the Sub-Registrar, Borivali under Serial No. 7746/1/76 of 2001), Pritam B. Modi and other the partners of M/s. Ashoka Farming Society sold, conveyed and transferred to the Owner, the First Property more particularly described in the First Schedule hereunder written.



(x) By an Agreement dated 11 April 1994 made between Ashoka Farming Society of the one part and Sujeet D. Yande of the other part the said Ashoka Farming Society agreed to sell to Sujeet D. Yande the remaining

R.B.B. 1 BULL RDM



portion of the larger property being all those pieces or parcels of land bearing Survey No. 502 Hissa Nos. 1, 2 and 3 and City Survey Nos. 622, 621 and 624 situated at Village Malad, Taluka Borivali, District Mumbai Suburban, Gokuldham, Goregaon (East), Mumbai admeasuring about 3,639 square yards equivalent to 3,039 square metres or thereabouts and more particularly described in the Second Schedule hereunder written (hereinafter referred to as "the Second Property").

(xii) By another Agreement dated 13 June 1994 made between Sujeet D. Yande of the one part and the Owner of the other part and by a Tripartite Agreement dated 25 May 1995 made between Pritam B. Modi and others, the partners of M/s. Ashoka Farming Society of the one part and Sujeet D. Yande of the Second Part and the Owner of the Third part, the Second Property had been agreed to be sold to the Owner, for the consideration and on the terms and conditions therein contained.

(xiii) Pursuant to the said Agreement dated 11 April 1994 made between M/s. Ashoka Farming Society of the one part and Sujeet D. Yande of the other part and said Agreement dated 13 June 1994 made between Sujeet D. Yande of the one part and the Owner of the other part and the said Tripartite Agreement dated 25 May 1995 made between Pritam B. Modi and others, the partners of M/s. Ashoka Farming Society of the one part, Sujeet D. Yande of the Second Part and the Owner of the other part, a Deed of Conveyance dated 12th July, 1995 entered into and/or executed by and between Pritam B. Modi and others, the partners of M/s. Ashoka Farming Society as the Vendors, of the One part and Sujeet D. Yande as the Confirming Party of the Second Part and the Owner as the Purchaser of the Third Part and registered with the Sub-Registrar of Assurance at

Bombay under Serial No. BBJ 2689 of 1995 on 2nd August 1997 as modified by the Deed of Rectification dated 24th July, 1997 (which was also registered with the Sub-Registrar of Assurance at Mumbai under Serial No. BBJ/ 2549 of 1997) and as confirmed by Deed of Confirmation dated 5th October 2001 (which was also registered with the Sub-Registrar, Borivali under Serial No. 7747/1 /76 of 2001), Pritam B. Modi and other the partners of M/s. Ashoka Farming Society have sold, conveyed and transferred to the Owner the Second Property more particularly described in the Second Schedule hereunder written.

(xiv) In the circumstances aforesaid, the Owner became the owner and/or otherwise well and sufficiently entitled to the larger property being the First and Second properties more particularly described in the First and Second Schedules hereunder written. Copies of the Property Registered Card and 7 X 12 extract are annexed hereto and collectively marked as Annexure "1".

(xv) Under the Revised Development Plan for Greater Mumbai, the larger property being the First and Second properties are designated/reserved for following users:

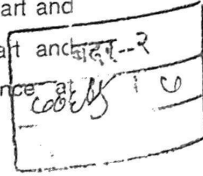
- (a) A portion admeasuring 5631.37 square meters is reserved for Educational Complex;
- (b) Another portion admeasuring 832.91 square meters is reserved for Development Plan Road;
- (c) Another portion admeasuring 2030.72 square meters is designated/earmarked for residential use;

And

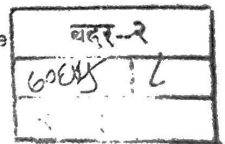
Another portion admeasuring 166.30 square meters is reserved for Recreational Ground;



R.B.M. B.M. R.D.M.



R.B.M. B.M. R.D.M.



(xvi) On the application of the Owner, the Municipal Corporation for Greater Mumbai ("MCGM") by an order as contained in their letter dated 23rd July, 1998 bearing No. CHE/546/DPWS/ P&R has approved of relocation of the some of the aforesaid reservations within the larger property being properties described in the First and Second Schedules hereunder written, under which:

- (a) the portion admeasuring about 5631.37 square meters which is reserved for Educational Complex has been reallocated/shifted and the said reallocated/shifted portion is more particularly described in the Third Schedule hereunder written;
- (b) the portion admeasuring about 882.91 square meters which is reserved for Development Plan Road, is more particularly described in the Fourth Schedule hereunder written;
- (c) the portion admeasuring about 2030.72 square meters which is designated/earmarked for Residential use, has been reallocated /shifted and the said reallocated/shifted portion is more particularly described in the Fifth Schedule hereunder written and shall hereafter be referred to as "the said property";

and

- (d) the portion admeasuring about 166.30 square meters which is reserved for Recreational Ground is more particularly described in the Sixth Schedule hereunder written;

Mr. Harishchandra Ambo Thakre, (ii) Ms. Janabai Damu Rawate, (iii) Mr. Madhukar Harishchandra Thakre, (v) Mr. Nandu Harishchandra Thakre, (v) Ms. Shobha



Handwritten notes and stamps: 'वदर-२', '6008/90', and 'RBB'.

Handwritten initials: 'RBB', 'BULL', and 'RDM'.

Harishchandra Thakre, (vi) Ms. Rupali Harishchandra Thakre, (vii) Ms. Narmada Harishchandra Thakre, and (viii) Ms. Anju Vishnu Haral (hereinafter referred to as "Harishchandra and others") claimed to be the heirs and legal representatives of Devoo Potya Thakare, filed proceedings under the Maharashtra Restoration of Lands to Scheduled Tribes Act 1974 to set aside the transfer of the larger property being properties more particularly described in the First and the Second Schedule hereunder written by Devoo Potya Thakare to the said Ashoka Farming Society on the allegations that they were schedule tribes of Warli. By an order dated 18 October 1995, the Commissioner, Konkan Division, stayed the operation of the Caste Certificate dated 5 February 1993 obtained by Harishchandra Ambo Thakare from the Executive Magistrate on the basis of which they were claiming to be the schedule tribes of Warli.

(xviii) Pending the disposal of the proceedings under Maharashtra Restoration of Lands to Scheduled Tribes Act 1974, Harishchandra and others attempted to commit trespass on the larger property and interfere with the possession of the Owner in respect of the larger property, the Owner, Ashoka Farming Society, Dattaraya Dashrath Yande and Sujeet Dattaraya Yande therefore filed a suit being Suit No. 3565 of 1998 in the Bombay High Court inter-alia for declaration that the Owner is the owner of the larger property and for permanent order and injunction restraining Harishchandra and others from in any manner directly or indirectly entering upon the larger property or interfering with the possession of the Owner in respect of the larger property.



Hereafter Harishchandra Ambo Thakre died intestate. On his death, (i) Mr. Madhukar Harishchandra Thakre, Mr. Nandu Harishchandra Thakre, (iii) Ms. Shobha

Handwritten initials: 'RBB', 'BULL', and 'RDM'.

Handwritten notes and stamps: 'वदर-२', '6008/90', and 'RBB'.

Harishchandra Thakre, (iv) Ms. Rupali Harishchandra Thakre, (v) Ms. Narmada Harishchandra Thakre, and (vi) Ms. Anju Vishnu Haral (being the heirs and legal representatives of late Harishchandra Ambo Thakre) were brought on record in the proceedings of the said High Court Suit.

(xx) On 19 October 2000, all the parties to the said High Court Suit being Suit No. 3565 of 1998 entered into and executed Consent Terms whereby it was declared and confirmed by the Defendants to the aforesaid suit that (i) the Owner was owner of the larger property and was in possession thereof and none of the Defendants had any share, right, title or interest in the larger property, (ii) Devoo Potya Thakare did not belong to any scheduled tribe or scheduled caste and the Defendants were not the heirs or legal representatives of late Devoo Potya Thakare, (iii) Defendants belonged to "Tiroli Kumbi" caste and not belong to Warli caste and that Tiroli Kumbi was not a scheduled caste or scheduled tribe and the Defendants do not belong to any scheduled caste or scheduled tribe.

(xxi) On 22nd December 2000 decree in terms of the Consent terms has been passed in the said High Court Suit No. 3565 of 1998.

(xxii) The larger property being properties more particularly described in the First and Second Schedules hereunder written are within the Bombay Urban Agglomeration as per the schedule appended to the Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter referred to as "the ULC Act"). The Additional Collector and the Competent Authority (ULC) by an order dated 22 September 1999 held that in view of the structures standing on the larger property more particularly described in the First and Second Schedules, the same are non vacant land and

the question of permission under Section 22 of the ULC Act could be considered only when the said properties become vacant land after all the structures are demolished. A copy of the Order dated 22nd September 1999 is annexed hereto and marked as Annexure '2'.

(xxiii) As per the provisions of the Development Control Regulations for Greater Bombay, 1991 ("DCR 1991"), the total built-up area that is available for construction in respect of the said property is 25,792.98 square feet being the yield of 21,858.46 square feet Floor Space Index (FSI) approximately. Besides the FSI, the said property is designated as receivable plot and further built-up area of 25,792.98 square feet being the yield of Transferable Development Rights ("TDR") of 21,858.46 square feet approximately can be loaded/consumed thereon..

(xxiv) By an Agreement dated 6th April 2001 made between the Owner of the One Part and the Promoter of the Other Part, the Owner inter-alia agreed to grant the to the Promoter development rights of 38,222.46 square feet built-up area (which includes 25,792.98 square feet built-up area being the yield of the said property and 12,429.48 square feet built-up area Transfer of Development Rights (TDR)) for the consideration and on the terms and conditions therein contained. As a part of the transaction as contemplated in the said Agreement, the Promoter was entitled to load further TDR over and above 12,429.48 square feet built-up area TDR without paying any consideration, compensation or premium.

(xxv) By an Order dated 7th August 2001, the Collector, Mumbai Suburban District approved the amalgamation and sub-division of the larger property. A copy of the said Order dated 7th August 2001 is annexed hereto and marked as Annexure '3'. As per the said Order dated



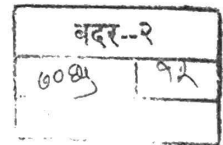
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7th August 2001, the larger property has been amalgamated and sub-divided in the following manner :

Sr. No.	Plot No.	Designation	Area
1.	A	Educational Complex	5631.37
2.	B	Residential	2030.72
3.	C	D. P. Road	882.30
4.	D	R. G.	166.30

(xxvi) The MCGM has sanctioned the plans for construction of Building/s and issued Intimation of Disapproval (IOD) bearing No. CE/8210/BP/ (WS) AP dated 8th November 2001 and Commencement Certificate (CC) bearing No. No. CE/8210/BP/ (WS) AP dated 7 February 2002. Copies of the IOD and CC are annexed hereto and collectively marked as Annexure '4'.

(xxvii) The Sub-Divisional Officer, Mumbai Suburban District by its order dated 13th May 2002 held that Harishchandra and others and/or the heirs of late Harishchandra Ambo Thakare are not the heirs of late Devoo Potya Thakare and since Harishchandra and others and the heirs of late Harishchandra Ambo Thakare had withdrawn their claims and applications filed before Revenue Authorities, the Sub-Divisional Officer by this order dated 13th May 2002 dropped the proceedings filed by Harishchandra and others to set aside the transfer of the larger property by Devoo Potya Thakare to the said Ashoka Farming Society under the provisions of the Maharashtra Restoration of Lands to Scheduled Tribes Act 1974. A copy of the said Order dated 13th May 2002 is annexed hereto and marked as Annexure '5'.

In these circumstances, the Promoter is developing the said property and constructing buildings thereon and is selling on ownership basis flats, garages, open/stilt car

parking space and other premises therein. The name of the Building shall be "RAJ RUDRAM".

(xxix) At the instructions of the Promoters, M/s. Mahimtura and Company, Advocates & Solicitors have investigated the title of the Owner to the said property. The said Advocates & Solicitors have by their title certificate dated 10th June, 2002 opined that the title of the Owner to the said property is clear and marketable and free from all encumbrances. The said Advocates also opined that subject to the terms and conditions of the said Agreement dated 6th April 2001, the Promoter is entitled to develop the said property and construct buildings thereon as per the plans sanctioned/to be sanctioned by MCGM. A copy of the said Title Certificate dated 10th June' 2002 is annexed hereto and marked as Annexure "6";

(xxx) The Promoter agrees to allot to the Purchaser(s) a flat bearing No. 301 admeasuring 309 square feet (carpet/built-up) on the 3rd floor in A Wing of building/s — constructed on the said property (hereinafter referred to as "the flat"). A copy of the Floor Plans are annexed hereto and marked as Annexure '7';

(xxxi) The present layout, design, elevation plans may be required to be amended from time to time by the Promoter and the Purchaser has entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out by the Promoter on the said property may take a very long time, therefore the Promoter may require to amend, from time to time, the plans, lay out, design, elevation etc. and the Purchaser has no objection to the Promoter making such amendments;



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upon formation of co-operative society or other organisation and/or execution of the conveyance/lease of the said property until the development of the said property and construction of all the flats thereon is completed and until the sale of all the flats, garages, still, parking, open spaces and other tenements, are effected and until all the amounts are received by the Promoter from the flat purchasers.

Now This Agreement Witnesseth And It Is Hereby Agreed By And Between The Parties Hereto as under:-

1. The Promoter shall construct the said buildings on the said property more particularly described in the Fifth Schedule hereunder written in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and approved by the Purchaser with such variations and modifications as a Promoter may make from time to time. The name of the Building shall be "RAJ RUDRAM" .
2. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authorities and/or Government bodies at the time of sanction of the said plans or thereafter.
3. The Promoter hereby agree, subject to the terms and conditions herein, to sell to the Purchaser and the Purchaser agrees to purchase the said flat being flat No. 301 admeasuring 709 square feet (carpet/~~built up~~) on the 3rd floor in Wing A of the Building known as "RAJ RUDRAM" being constructed on the said property at or for the price of Rs. 18,81,750/- 1- (Rupees Eighteen lakhs eight



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(xxxii) The Purchaser has demanded from the Promoter and the Promoter has given inspection to the Purchaser of all documents of title relating to the said property including the plans, designs and specifications prepared by the Promoter's Architects, the Certificate of title, revenue records and such other documents as specified under the Maharashtra Ownership Flat (Regulation of the Promotion of Constructions, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the M.O.F Act") and the rules made thereunder;

(xxxiii) Under Section 4 of the said M.O.F. Act, the Promoter is required to execute a written agreement for sale of the said flat with the purchaser being in fact these presents and also to register the said agreement under the Indian Registration Act, 1908;

(xxxiv) The Purchaser is aware that development of the said property and construction of the buildings shall be over a lengthy period of time and that although the said building in which the said flat hereby agreed to be sold may be completed and the Promoter may permit the Purchaser to use the said flat, however, only on completion of the entire work of development on the said property and construction of the buildings thereon and only on sale of all the flats, garages, stilt, parking, open spaces and other tenements and only on receipt of all the amounts by the Promoter from the flat purchasers, a co-operative society or any other organisation as contemplated under the provisions of MOF Act shall be formed and thereafter the Promoter shall take step to get the said new building and the land underneath leased/conveyed in favour of the said Co-operative Society and/or any other body corporate to be formed of the purchasers. This Agreement is entered into by the Purchaser on a specific understanding that the Purchaser shall not be entitled to nor shall he



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one thousand seven hundred fifty only) to be paid by the Purchasers to the Promoter which is inclusive of the proportionate price of the common areas and facilities appurtenant to the said flat remises (the nature, extent and description of the common areas and facilities are described in the Seventh Schedule hereunder written).

4. The said purchase price of Rs. 188,750/- (Rupees ^{188,750} ~~eighteen lakhs eighty one thousand seven hundred fifty~~ only) shall be paid by the Purchaser to the Promoter in the following manner:-

(a) Rs. 376350/- (Rupees ~~Three lakhs Seventy Six thousand three hundred fifty~~ only) being the earnest money on or before execution of these presents (the payment and receipt of which the Promoter doth hereby admit and acknowledge).

(b) Rs. 188,750/- (Rupees ~~One lakh eighty eight thousand one hundred seventy five~~ only) being 10% of the purchase price upon completion of the plinth of the said new building.

(c) Rs. 94088/- (Rupees ~~Ninety four thousand eighty eight~~ only) being 5% of the purchase price upon casting of the 1st slab of the said new building.

(d) Rs. 94088/- (Rupees ~~Ninety thousand eighty eight~~ only) being 5% of the purchase price upon casting of the 2nd slab of the said new building.

(e) Rs. 94088/- (Rupees ~~Ninety four thousand eighty eight~~ only) being 5% of the purchase price upon casting of the 3rd slab of the said new building.



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(f) Rs. 94088/- (Rupees ~~Ninety four thousand eighty eight~~ only) being 5% of the purchase price upon casting of the 4th slab of the said new building.

(g) Rs. 75270/- (Rupees ~~Seventy five thousand two hundred seventy~~ only) being 4% of the purchase price upon casting of the 5th slab of the said new building.

(h) Rs. 75270/- (Rupees ~~Seventy five thousand two hundred seventy~~ only) being 4% of the purchase price upon casting of the 6th slab of the said new building.

(i) Rs. 75270/- (Rupees ~~Seventy five thousand two hundred seventy~~ only) being 4% of the purchase price upon casting of the 7th slab of the said new building.

(j) Rs. 75270/- (Rupees ~~Seventy five thousand two hundred seventy~~ only) being 4% of the purchase price upon casting of the 8th slab of the said new building.

(k) Rs. 75270/- (Rupees ~~Seventy five thousand two hundred seventy~~ only) being 4% of the purchase price upon commencement of brick work of the said new building.

(l) Rs. 75270/- (Rupees ~~Seventy five thousand two hundred seventy~~ only) being 4% of the purchase price upon commencement of plastering of the said new building.



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- (m) *RBB* *Bull* *RDM* Rs. 75270/- (Rupees Seventy five thousand two hundred seventy only) being 4% of the purchase price upon commencement of sanitary work of the said new building.
- (n) *RBB* *Bull* *RDM* Rs. 75270/- (Rupees Seventy five thousand two hundred seventy only) being 4% of the purchase price upon commencement of electric work of the said new building.
- (o) *RBB* *Bull* *RDM* Rs. 75270/- (Rupees Seventy five thousand two hundred seventy only) being 4% of the purchase price upon commencement of flooring and tiling work.
- (p) *RBB* *Bull* *RDM* Rs. 75270/- (Rupees Seventy five thousand two hundred seventy only) being 4% of the purchase price upon commencement of painting of the said new building.
- (q) *RBB* *Bull* *RDM* Rs. 188774/- (Rupees One lakh eighty eight thousand one hundred seventy only) being the remaining 10% of the price payable at the time of permitting the Purchaser to use the said flat.

A intimation forwarded by the Promoter to the Purchaser that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed. It is agreed that the Purchaser shall thereupon accordingly pay to the Promoter the installment of the purchase price.

The Purchaser agrees and confirms that the payment of any installments shall be on the due dates without any delay.



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- 6. It has been agreed between the parties hereto that the payment terms which have been agreed hereinabove may be modified by the Promoter and in the event of delay in payment purchase price or any installment thereof, interest at the rate of 18% per annum and service charge at the rate of 9% per annum thereon will be charged by the Promoter to the Purchaser and the Purchaser shall pay the same to the Promoter. Provided always the agreement to accept interest and service charges is without prejudice to other rights and remedies of the Promoter including the right to terminate this Agreement.
- 7. The Promoter shall have an irrevocable right and the Purchaser hereby expressly consents and confirms that the Promoter will always be entitled to utilize any F.S.I. or any TDR which may be available on the said property or any other property or properties as the case may be and until the entire F.S.I. and/or TDR available on the property and any other adjoining or other properties is

delay or default. Time for payment is the essence of the contract. If the Purchaser commits any delay or default in making payment of any of the amounts and/or installments of any amount payable under this Agreement, the Promoter shall without prejudice to any other rights, interest that they may have against the Purchaser, be entitled to terminate and/or put to an end this Agreement and on termination the Promoter shall forfeit all the amounts paid by the by the Purchaser to the Promoter. On termination of this Agreement, the Purchaser shall have no right, title, interest, claim or demand or dispute of any nature whatsoever either against the Promoter or against the said flat and the Promoter shall be entitled to deal with and dispose of the said flat to any other person/s as they deem fit without any further act or consent of the Purchaser.

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2500/- (Rupees Two thousand only) towards legal charges. five hundred.

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The Purchaser shall on execution hereof pay to the Promoter Rs. 13510/- (Rupees Thirteen thousand five hundred ten. only) towards development charges.

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It is expressly agreed that the Purchaser shall on the execution hereof pay to and deposit with the Promoter the following amounts. Such amounts shall not carry any interest.

(a) Rs. 15000/- (Rupees Fifteen thousand only. only)

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Non Refundable towards installation of transformer, electric meters, water meters etc.;

(b) Rs. 350/- (Rupees Three hundred fifty only. only)

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Non Refundable for share money / application / entrance fee of the society or limited company;

(c) Rs. 2500/- (Rupees Two thousand five hundred only. only)

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Non Refundable for formation and registration of the society or Limited Company;

(d) Rs. 23160/- (Rupees Twenty three thousand one hundred sixty. only)

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for proportionate share of maintenance and other charges;

19. All costs, charges and expenses in connection with the formation of the Co-operative Society or Limited Company/s or other incorporated body or association as well as the costs of preparing, engrossing, stamping and registering all the agreements, deeds



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assignment or any other document or documents required to be executed by the Promoter and by the Purchaser including stamp duty, registration charges etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the Purchaser and the society/s or limited company/s or an incorporated body/s or association as aforesaid and/or proportionately by all the holders of the flat and other flat etc. in the said new building. The Promoter shall not be liable to contribute anything towards such expenses.

20. It is agreed that in respect of items, moneys paid as mentioned in clauses 16, 17 and 18 (a) to (d) the Promoter is not liable to render any accounts.

21. It is agreed that in the event of any additional amount becoming payable in respect of the aforesaid items, the Purchaser shall forthwith on demand pay and/or deposit the difference with the Promoter. The payment of deposits shall not carry any interest.

22. In addition to all the amounts mentioned herein, the Purchaser hereby agrees to contribute and pay to the Promoter his share towards the costs, charges, expenses, municipal taxes and outgoings in respect of the said flat. Such share to be determined by the Promoter having regard to the area of the said flat, however for the purpose of determining the share, the area of the unsold flat and other premises will not be taken into account. The Purchaser will not be entitled to ask for adjustment of the deposit amounts mentioned hereinabove against the expenses, municipal taxes and outgoings.



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23. So long as each of the flat/offices/garage/other premises in the said new building are not be separately assessed for municipal taxes and water taxes, the Purchaser shall pay to the Promoter a proportionate share of the Municipal tax and water tax assessed on the whole said new building, such proportion to be determined by the Promoter on the basis of the area of each of the said flat in the said building, however for the purpose of determining such proportion, the area of the unsold flat will not be taken into account. The Purchaser along with the other purchasers/allottees will not require the Promoter to contribute a proportionate share of the maintenance charges, municipal taxes, water taxes and all other rent, rates and taxes in respect of the flats and other flat which are not sold or disposed of by the Promoter.

24. Commencing a week after notice in writing is given by the Promoter to the Purchaser that the said flat is ready for use, the Purchaser shall be liable to bear and pay the proportionate share of out goings in respect of the said plot and the said new building including local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs, salaries of clerks, bill collectors, chowkidars, sweepers and also other expenses necessary and incidental to the management and maintenance of the said property and said new building . Until the society/ limited company is formed and the said property and building/s transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional monthly contribution of Rs. 1930/- (Rupees One thousand



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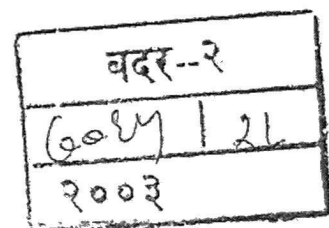
nine hundred thirty only) per month towards the outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/Deed of Lease and/or any other document of transfer is executed in favour of the Society or a limited company as aforesaid. Subject to the provisions of Section 6 of the said M.O.F. Act, on such conveyance/Deed of Lease and/or any other document of transfer being executed, the aforesaid deposits (less deductions provided for this Agreement) shall be paid over by the Promoter to the Society or the Limited Company as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever otherwise interest at the rate of 18% per annum and service charge at the rate of 9% per annum will be charged and recovered by the Promoter to the Purchaser and the Purchaser shall pay the same to the Promoter. The right of the Promoter to charge the said interest is without prejudice to their rights including right to terminate this Agreement.

25. The Purchaser shall bear and pay all the amounts payable towards stamp duty and registration charges in respect of the said flat or payable, if any, by the said society or Limited Company on the Conveyance/Deed of Lease or any documents or instrument of transfer in respect of the said property and the building/s to be executed in favour of the Society or Limited Company.

26. It is agreed, confirmed and covenanted by and between the parties hereto that the Promoter shall have full right and absolute authority and shall be entitled to, at any time hereafter, change, alter and amend the layout, plans designs, elevation etc. and/or get the said



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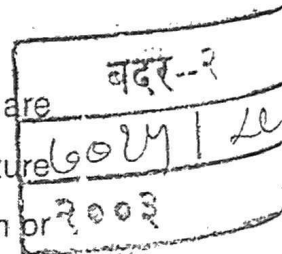
property sub-divided into small portions or parts or amalgamate the same with any other property or properties and the Purchasers shall not have any objection in this regard.

27. It is further agreed, confirmed and covenanted between the parties hereto that Purchaser shall not change the user of the said flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said flat and shall not cover or construct any thing on the open spaces and/or parking spaces.

28. The Purchaser by himself/themselves with intention to bind all persons into whose hands the flats and other premises may hereinafter come, hereby covenant with the Promoter as follows:

a) To maintain the said flat at the Purchaser's own cost in good tenantable repair and condition from the date on which to use the said flat is given by the Promoter to the flat Purchasers and not do or suffered to be done anything in or to the building in which the said flat is situated, staircase or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building in which the said flat is situated or the said flat itself or any part thereof.

b) Not to store in the said flat any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the said flat is situated or storing of which goods is objected to



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by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the stair-cases, common passages or any other structure of the building in which the said flat is situated and in case any damage is caused to the building in which the said flat is situated on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

c) To carry out at his/their own costs all internal repairs to the said flat and maintain the said flat in the same conditions, state and order in which it was delivered by the Promoter to the Purchaser and not to do or suffer to be done anything in or to the building in which the said flat is situated or in the said flat which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d) Not to demolish or cause to be demolished the said flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said flat or any part thereof nor any alteration in which the elevation and outside colour scheme of paint and glass of the building in which the said flat is situated is affected and keep the portion, sewers, drains, pipes in the said flat and appurtenances

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and now bearing City Survey Nos. 656 and 621 of Malad (East) admeasuring 6776 square yards equivalent to 5665 square metres or thereabouts and bounded as follows, that is to say, On or towards the North by land bearing City Survey Nos. 659, 660 and 654 on or towards the East by lands bearing City Survey Nos. 655 and 644, on or towards the South by land bearing City Survey Nos. 622 and 623 and on or towards the West by land bearing City Survey No.657 of Malad (East).

The Second Schedule Above Referred To

All those pieces or parcels of land or ground situate, lying and being at Malad (East), Taluka Borivli, District Mumbai Suburban in the Registration District and Sub-District of Mumbai City and Mumbai Suburban formerly bearing Survey Nos. 144 (part) and 163 (part) of Malad (East), and following Survey and Hissa Nos.

Survey No.	Hissa No.	Area		Square yards	Square metres
		Acre	Gunthas		
502	1	0	22	2662	2226
502	2	0	03	363	307
502	3	0	05	605	506
		0	30	3630	3089

and now bearing City Survey Nos. 622, 623 and 624 of Malad (East) admeasuring 3630 square yards equivalent to 3089 square metres or thereabouts and bounded as follows, that is to say, On or towards the North by land bearing City Survey Nos. 621 on or towards the East by lands bearing City Survey Nos. 620D and 620E on or towards the South by land bearing City Survey Nos. 620F and 620B and on or towards the West by land bearing City Survey No.657 of Malad (East).



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The Third Schedule Above Referred To

All those pieces or parcels of land or ground situate, lying and being at Malad (East), Taluka Borivli, District Mumbai Suburban in the Registration District and Sub-District of Mumbai City and Mumbai Suburban formerly bearing Survey No.144 (part) and 163 (part) of Malad (East), and part of Survey No.260 Hissa Nos.4 and 6 and Survey No.502 Hissa Nos.1, 2 and 3 and now bearing City Survey Nos. 621 (part), 622 (part), 623 and 656 part of Malad (East) admeasuring 5631.37 square metres or thereabouts and bounded as follows, that is to say :-

On or towards the North and East : by property described in the Third Schedule hereunder written;
 On or towards the South : by property described in the Fourth Schedule hereunder written;
 On or towards the West : by land bearing City Survey No. 620/A/1 of Malad (East)

The Fourth Schedule above Referred To

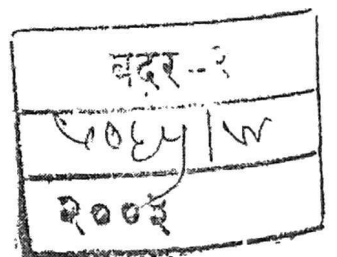
All those pieces or parcels of land or ground situate, lying and being at Malad (East), Taluka Borivli, District Mumbai Suburban, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban formerly bearing Survey No.144 (part) and 163 (part) of Malad (East), and part of Survey No.260 Hissa Nos.4 and 6 and Survey No.502 Hissa Nos.1, 2 and 3 and now bearing City Survey Nos. 622 (part), 623 (part) and 624 (part) of Malad (East) admeasuring 882.91 square metres or thereabouts and bounded as follows, that is to say :-

On or towards the North : by land being CTS Nos. 622 pt. And

623 pt.

BBB / BKL

RDM



- On or towards the East : by land bearing City Survey No.655;
- On or towards the South : by land bearing City Survey No.620 F and 620 B;
- On or towards the West : by land bearing City Survey No. 620/A/1 of Malad (East)

The Fifth Schedule Above Referred To

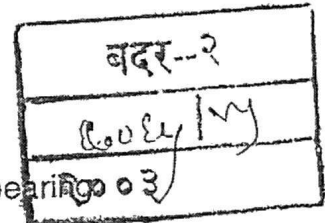
All those pieces or parcels of land or ground situate, lying and being at Malad (East), Taluka Borivli, District Mumbai Suburban in the Registration District and Sub-District of Mumbai City and Mumbai Suburban formerly bearing Survey No.144 (part) and 163 (part) of Malad (East), and part of Survey No.260 Hissa Nos.4 and 6 and Survey No.502 Hissa Nos.1, 2 and 3 and previously bearing City Survey No. 656 (part), 621 (part), 622 (part), 623 (part) now bearing City Survey No. 621-A of Malad (East) admeasuring 2030.72 square meters or thereabouts and bounded as follows, that is to say :-

- On or towards the North : by land bearing City Survey No. 656 (pt), 659 and 660;
- On or towards the East : by land bearing City Survey No. 654, 644 And 655
- On or towards the South : CTS Nos.622 (part), 623 (part)
- On or towards the West : by land bearing City Survey No. 620/A/1 of Malad (East)



The Sixth Schedule Above Referred To

All those piece or parcel of land or ground now bearing City Survey No.624 and 622 (part) of Malad (East) admeasuring 166.30 square meters or thereabouts and bounded as follows, that is to say :-



R.S.P. / B.M. RDM

On or towards the North : by the property described in the third schedule hereinabove written; and
On or towards the East : by land bearing City Survey No.620 of
South and West : Malad (East)

The Seventh Schedule Above Referred To :

Common area and facilities proportionate are of immediate landing area abutting the main door after the landing on the said floor.

Prorata right along with all Purchaser of the flat in the said property in limited common area i.e. to say :

- (1) Staircase
- (2) Staircase landing
- (3) Entrance Hall.

The Eighth Schedule Above Referred To :
(List of Amenities)

- Solid RCC frame structure designed for seismic load.
- Granamite/Marble flooring in the entire flat.
- Granite kitchen platform with S.S.Sink, dado with glazed tile up to 7 ft height.
- Aquaguard point in kitchen & piped gas connection.
- Designer, glazed tile dado up to door height in toilets.
- Concealed plumbing with coloured sanitaryware and branded C.P. fittings with hot and cold water mixer.
- Powder coated/Anodised Aluminium sliding windows with marble sill frame.
- 3-Phase concealed copper electrical wiring with A.C., TV & telephone points in all rooms.
- Main door and internal doors are solid core flush doors.
- M.S. safety grills in all windows.
- POP with distemper paint on internal walls & tex paint of approved make on external walls.



बदर--२
२००३

RBSB Billa

RDM

Signed Sealed and Delivered
by the withinnamed Promoter,
Rajendra Developers,
through its duly authorised Partner,
in the presence of
1. Falguni D. Shah Palul

) For M/s. Rajendra Developers

R.B. Bohan

Partner

Signed Sealed and Delivered
by the withinnamed Purchaser,
1. Mr. Brijesh Kumar Mathur &
2. Mrs. Ruchi Dayal Mathur
in the presence of

2. Govind Singh. Govind Singh

Brijesh Kumar
Ruchi Dayal Mathur.

Received the day and year first hereinabove)
written of and from the withinnamed)
Purchaser a sum of Rs. 10,000/-)
(Rupees Ten thousand only.)
_____ only))

in cash /by cheque/demand draft)
No. 719268 dated 12.09.2003 drawn)
on United Bank of India being the earnest)
money agreed to be paid by him to us as)
within mentioned.)

) Rs. 10,000/-

We Say Received

For Rajendra Developers

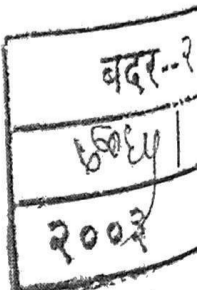
R.B. Bohan

Partner

Witness :

1. Falguni D. Shah
2. Govind Singh.

Palul
Govind Singh.



म नमः कां ६२१७ क्रै १२६०२ चीमि असि ब्याव केवरी
 खरीक प्रभाके लीका जविलि सिपका वाजिका उरुडुन कता
 प्रभात सोती कायक केका.

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 मगर भू मापन अधिकारी
 मायाड

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प्रमाण पत्र

मिळणत वरिजेच्या प्रमाणित प्रतीपर वाकड
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 मणिसक मुनि मणिसक
 मणिसक मुनि मणिसक



सत्य प्रतिलिपी
Handwritten signature
 मगर भू मापन अधिकारी
 मायाड.



Ex. Eng. Bldg. Prop. (W.S.) P & R, Ward
Dr. Babasaheb Ambedkar Market Bldg.
Condival (West), Bombay - 400 087.

TRH384

BRIHANMUMBAI MAHANAGARPALIKA
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")
NO. CHE/ 8210 /EP (WS) /AP /ARX

7 FEB 2002

COMMENCEMENT CERTIFICATE

To,
Shri. Rajan ... Dir. of
M/s. Suraj Estate Developer Pvt. Ltd;

Sir,
dated 20.8.2001 for
With reference to your application No. 968
Development Permission and grant of Commencement Certificate under section 45 & 69 of the
Maharashtra Regional and Town Planning Act 1966, to carry out development and building
permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a
building to the development work of Residential bldg.
C.T.S. No. 621-A
at premises at Street at Goregaon/Mulund Link Road.
Village Malad Plot No. Ward P/South.
situated at Goregaon-East.

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

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & 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 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 application 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 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The condition 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. K. Godbole.
Assistant Engineer to exercise his powers and functions of the Planning
Authority under section 45 of the said Act.

This C.C. is restricted for work upto Stilt slab level only.

for and on behalf of Local Authority
Brihanmumbai Mahanagarपालिका



CERTIFIED TRUE COPY

FOR RESEARCH
J/14, 1st Fl.,
Stone Castle,
L. C. Colony, Borivali (W),
Mumbai-400 102.

Engineer, Building Proposal (W & R)
'P' & 'R' Wards

FOR

MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

बदर-२
COPY 102
(W & R)

(20) This Intimation of Disapproval is given exclusively for the purposes of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13(h) (F) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.

(21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plan should not be taken up in hand unless the City Engineer is satisfied with the following :-

- (i) Specific plans in respect of evicting or rehousing the existing tenants on your stating their number and the area in occupation of each.
- (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail of the alternative accommodation in the proposed structure at standard rent.
- (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.

(22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.

In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.

The bottom of the over head storage work above the finished level of the terrace shall not be more than 1 metre.

(25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained

It is to be understood that the foundations must be excavated down to hard soil.

The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.

The water arrangement must be carried out in strict accordance with the Municipal requirements

No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.

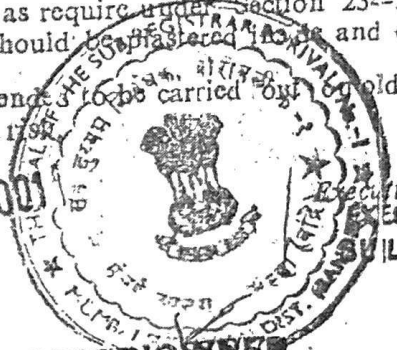
All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on tightly serving the purpose of [a lock and the warning pipes of the ribbet prestressed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perforations each not exceeding 1.5 mm, in diameter. The cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder; the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed an its lower ends in cement concrete blocks.

No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.

- (a) Louvres should be provided as required by Bye-law No. 5 (b).
- (b) Lintels or Arches should be provided over Door and Window opening.
- (c) The drains should be laid as require under Section 23-1 (a).
- (d) The inspection chamber should be plastered inside and outside.

If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.

वतर-२
 60/1/69
 २००३



8 NOV 2003

Executive Engineer, Building Proposals
 EXECUTIVE ENGINEER.

वतर-२
 W.S. Ward/P & N
 2003

TO LICENSED SURVEYORS

IN THE COURT OF SHRI GOVIND BODKE SUB DIVISIONAL OFFICER,
MUMBAI SUBURBAN DISTRICT, ADMINISTRATIVE BUILDING, 9TH
FLOOR, NEAR CHETANA COLLEGE, BANDRA (E) MUMBAI - 400 051.

No. DLN/ADIVASI/1/92
No. DLN/ADIVASI/1/94

- 1) Shri Devu Potya Thakare
(Since deceased)
1a) Harishchandra Ambo Thakare,
1b) Janabai Damu Ravi,
(both deceased)
1) Madhukar H. Thakare,
2) Nandu H. Thakare,
3) Kunt. Shobha H. Thakare,
4) " Narmada H. Thakare,
5) " Rupali H. Thakare,
6) Smt. Anju Vishnu Haral
residing at Bagocha Padu,
near Bhandup Piep Line, Bhandup (W),
Mumbai - 400 058.

.....Applicant

V/S

M/S Ashoka Farming Society,
Near Dindoshi Bus Depot,
Dindoshi, Malad, Mumbai.

.....Opponents

The proceedings under the provisions of Maha. Restoration
of land to Scheduled Tribe Act. 1974. The application for
restoration of land bearing S.No. 260/4, 6, 268/4, 267, 501/1, 2
& 3 of village Malad, Tal. Borivali, M.S.D.

JUDGEMENT

One Shri. Harishchandra Ambo Thakare has through the Shramjivi
Sanghatana Thane submitted an application on 15/7/1992 requesting this office to
restore the following lands in favour of Harishchandra Ambo Thakare as he is legal
heir of late Devu Potya Thakare.

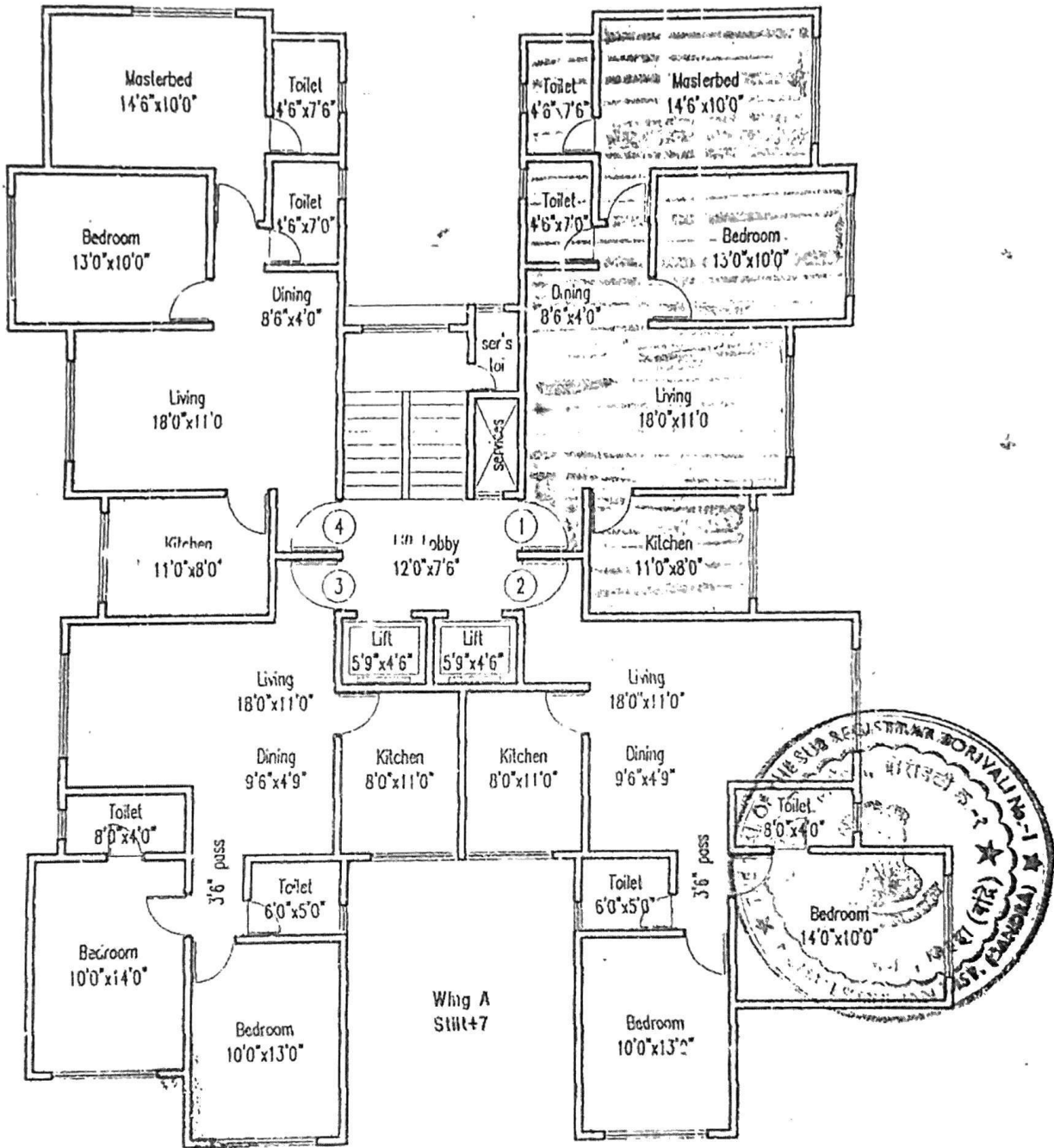
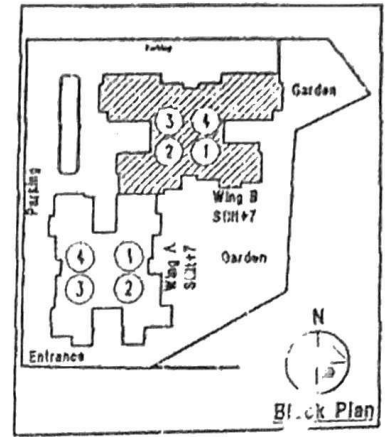
Village	S.No./T.No.	Area			Name of Kshjedar
		A.	G.	A.	
Malad	200/4	1	03	0	M/S Ashoka Farming Society
	260/6	0	13	0	-do-
	267/2	0	02	3	-do-
	268/4	0	12	0	-do-
	^ 502/1	0	22	0	-do-
	^ 502/2	0	03	0	-do-
	^ 502/3	0	05	0	-do-
		2	20	0	



बदर-२
००६५/०७
२००३

ANNEXURE - 7

Raj Rudram



For RAJENDRA DEVELOPERS

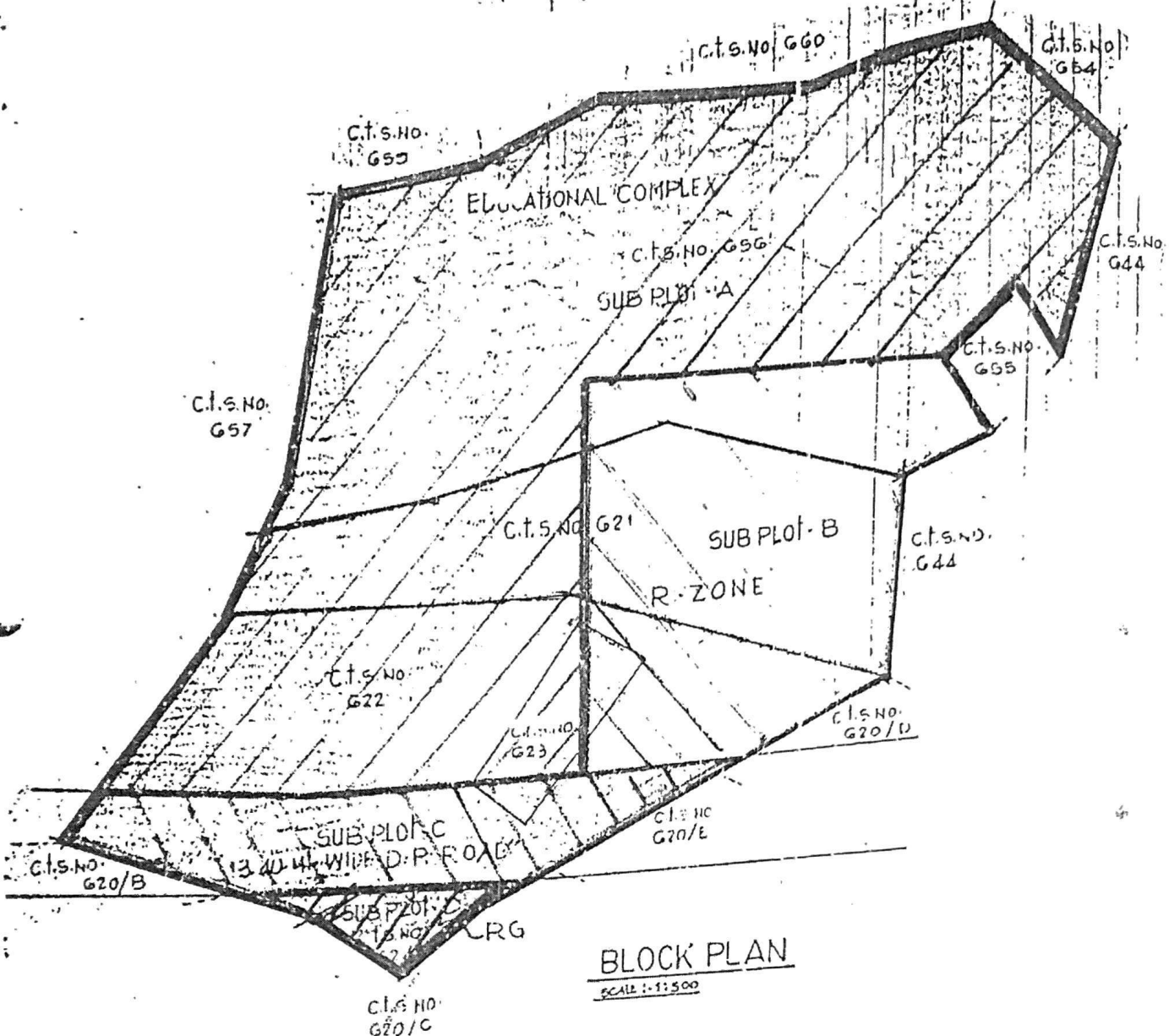
R.S. Bhowmik
Partner

Exhibitor
Ruchi Doyal Malhotra

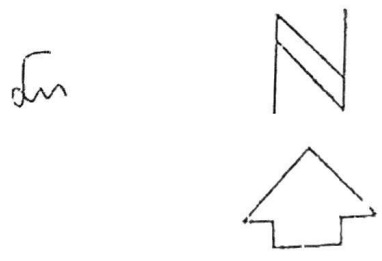
बदर-२
बुक/१००
२००३

Flat No. 301 on 5th floor in A wing.

ATTACHMENT 1



BLOCK PLAN
SCALE: 1:500

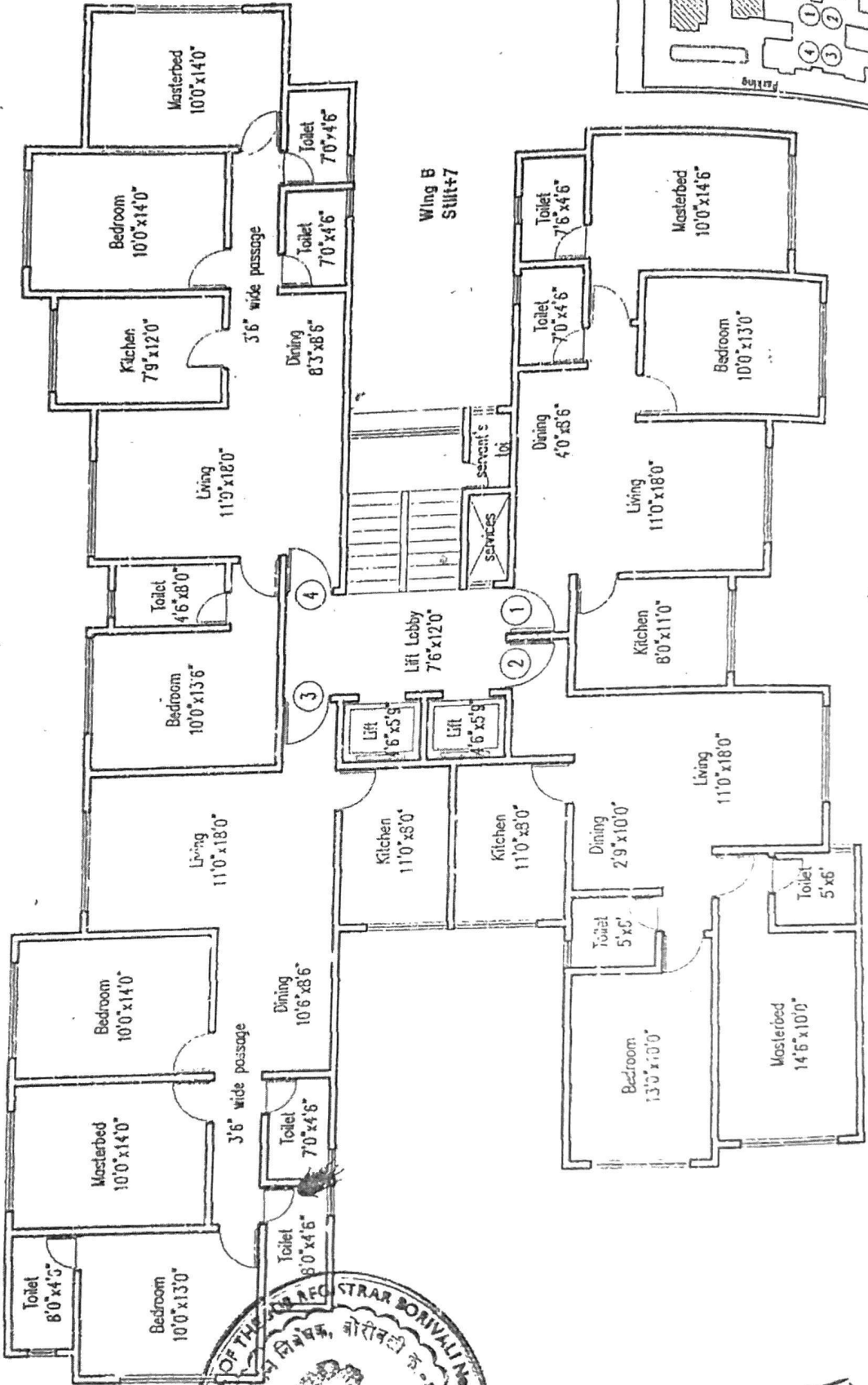
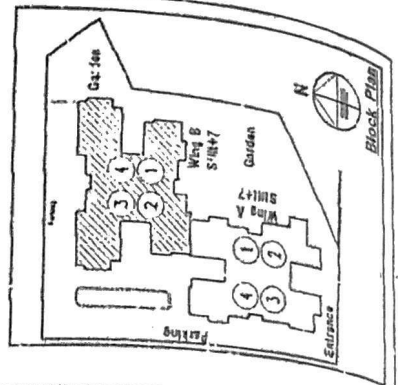


PLAN SHOWING AMALGAMATION AND SUB DIVISION PLAN ON FLOI BEARING -
C.T.S. NO G21, G22, G23, G24 AND G56 OF VILLAGE MALAD AT
GOREGAON-MULUND LINK ROAD AT GOREGAON (WEST) MUMBAI



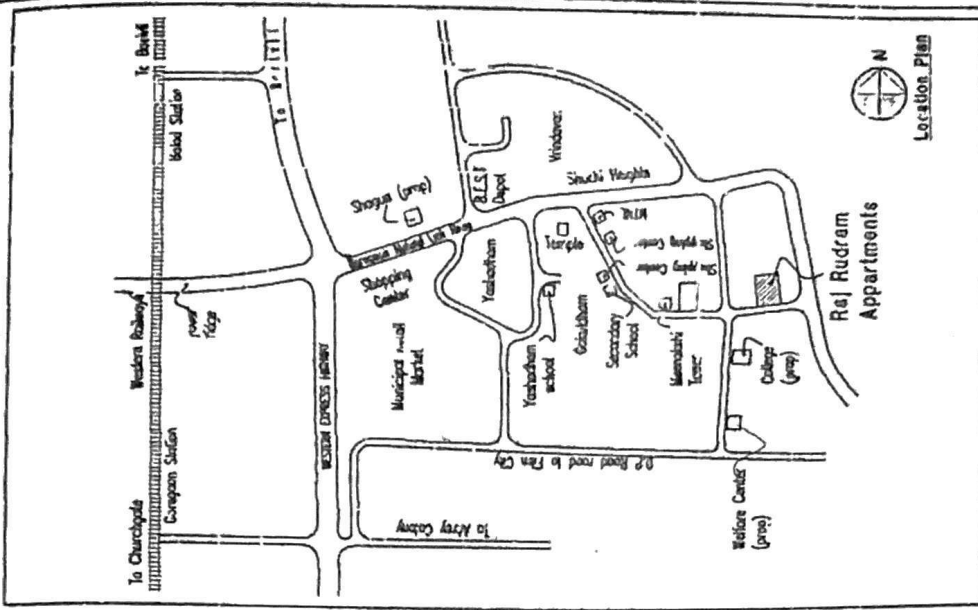
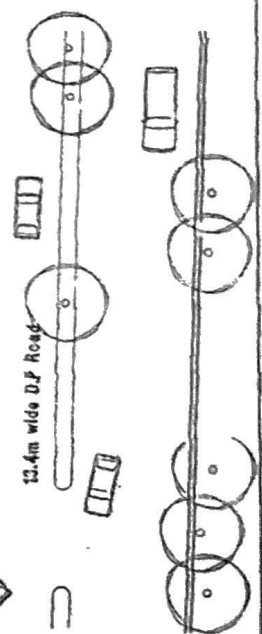
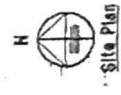
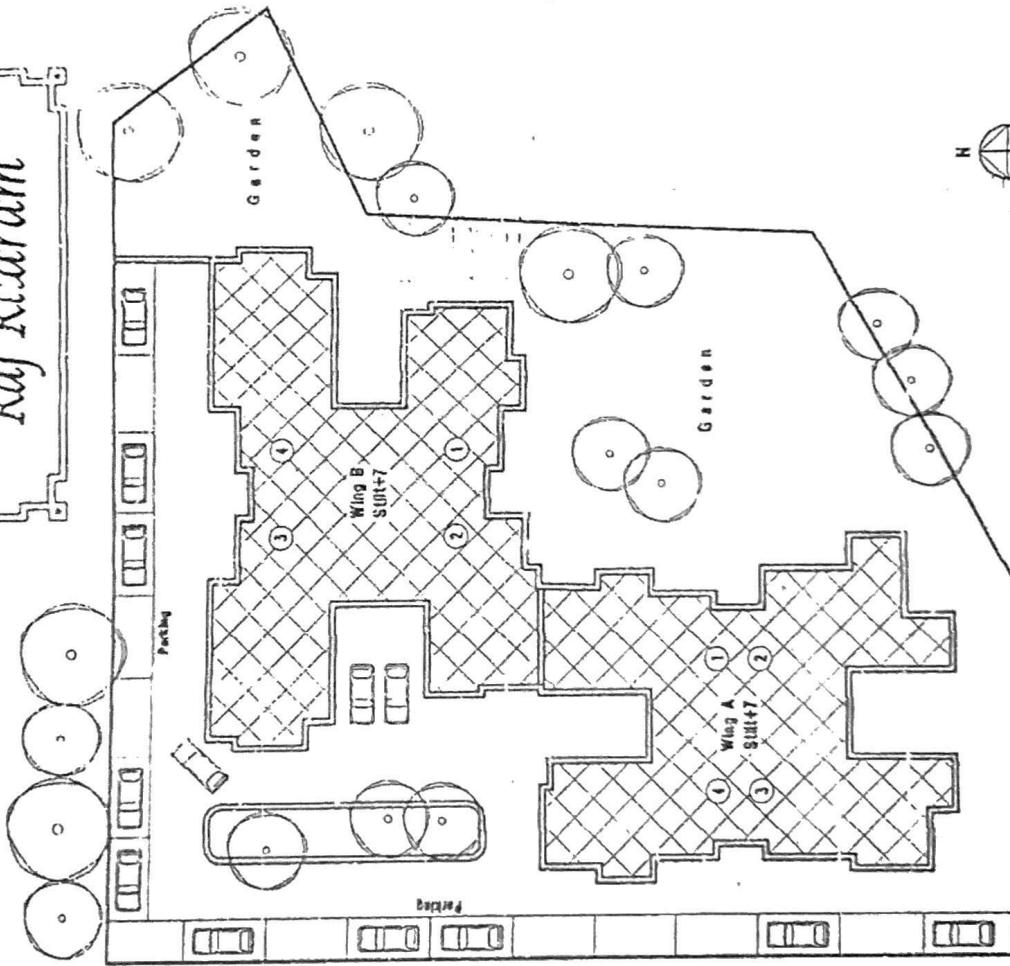
बदर-२
<i>[Handwritten Signature]</i>
२००३

Raj Rudram



15-2
July 19
2003

Raj Rudram



बदर-२
6064 | ek
२००२

M/s RAJENDRA DEVELOPERS 202, QUARTER HOUSE, WILLOW ROAD, B.S. MUMBAI P. 411 002, (PO. ERM)	ARCHITECT TEEARCH
RAJ RUDRAM AT GOREGAN (E), MUMBAI	CONSULTING ARCHITECT MADHOOP KUMAR

