Friday, April 27, 2012

1:18:35 PM

2012

Original नॉंदणी 39 म. Regn. 39 M

पावती

04680

पावती क्र.: 4716

दिनांक 27/04/2012

गावाचे नाव विलेपार्ले

दस्तऐवजाचा अनुक्रमांक

दस्ता ऐवजाचा प्रकार

सादर करणाराचे नाव:विपुल प्रविण लाल

नोंदणी फी

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (80)

एकुण

30000.00

1600.00

31600.00

आपणास हा दस्त्रे अंदाजे 1:33PM ह्या वेळेस मिळेल

मह. दुय्यम निवंघक अंघेरी-१, मोबदला: 5600000र.

बाजार मुल्यः 5566500 रु. भरलेले मुद्रांक शुल्क: 280080 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बॅकेचे नाव व पत्ताः दि कॉसमॉस को ऑप बॅक लि, मुं-57;

डीडी/धनाकर्ष क्रमांक: 723061; रक्कम: 30000 स.; दिनांक: 24/04/2012

रंबई उपनगर जिल्हा.

अंधेरी 1 (बांद्रा)

मुल्यांकन प

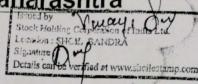
4/26/2012 मुल्यांकन 2012 दिनांक मुंबई(उपनगर) जिल्हा - 37-विलेपालें पश्चिम (अंधेरी) प्रमुख मुल्य विभाग - 37/189-भुभागः उतरेस गावाची हदः, पूर्वेस रेल्वे लाईन. दक्षिणेस वॉर्ड हदः व पश्चिमेम स्वामी विवेकानंद रोड. उपमृत्य विभाग सि.टी.एस. नंबर -- 1543 मिळकतीचा क्रमांक मुंबई(उपनगर) नागरी क्षेत्राचे नांव मिळकतीचे वर्ग बांधीव बाजार मूल्य दर तक्त्यानुसार प्रति नौ सील्य सन्यात्य अधिगीक द्काने कार्यालय नियासी सदिनिका ख्ली जमीन 131,000 202,400 167,100 78,500 131,000 1-आर सी सी चौरस मीटर बांधकामाचे वर्गीकरण 42.49 मिळकतीचे क्षेत्र आदे निवानी सदनिका उद्ववाहन सविधा मिळकतीचा वापर 4 (Rule 5) 0 TO 2 मजला मिळकतीचे वय (Rule 5 or i घसा-यानुसार मिळकतीचा पति चौ. मीटर मुल्यदर * घसारा टक्केवारी धता-यान्सार मिळकतीचा प्रति चौ. मीटर मुल्यदर 131,000.00 * 100.00 /100 131,000.00 (Rule 19 or 20) यसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर 🌁 जिळकतीचे क्षेत्र * मजला निहाय घट / याढ मुख्य मिळकतीचे मुल्य * 100.00 /100 42.49 131,000.00 5,566,190.00 ्रख्य मिळकतीचे मुल्य † तळघराचे मृल्य † पोटमाळ्याचे मृल्य † खुस्या जमिनीवरील वाह्न तळाचे स्हर्य 🕈 एकत्रित अतिम मूल्य र्थिदस्त वाह्म त्काचे मूल्य 🕈 लगतच्या गच्छीचे सूल्य 👎 इजान्ती ओवनीच्या खुल्या जारेचे ५० ंदील गच्चीचे गूल्य A+B+C+D+E+F+G+H 0.00 0.00 5,566,190.00 0.00 0.00 5.566,190.00



INDIA NON JUDICIAL

Government of Maharashtra

e-Stamp



Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-MH08279676505641K

27-Apr-2012 12:04 RM

SHCIL (FI)/ mbshcil01/ BKC/ MH-MSU

: SUBIN MHMHSHCJL0108903958061898K

: Vipul Pravin Lal And Others

: Article 25(b)to(d) Conveyance

: Fit No B/404 4th Fir Augustine Enclave St Braz Rd Vileparle W M-56

56,00,000

(Fifty Six Lakh only)

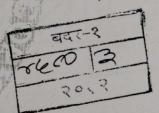
: Krish Construction

Vipul Pravin Lal-And Others

Vipul Prayin tal And Others

18,000

(Eighteen Thousand only)





-- Please write or type below this line



0000706936

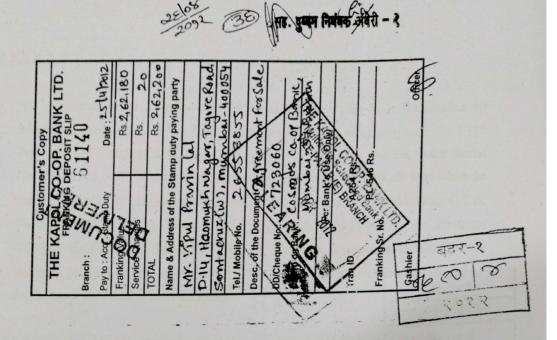


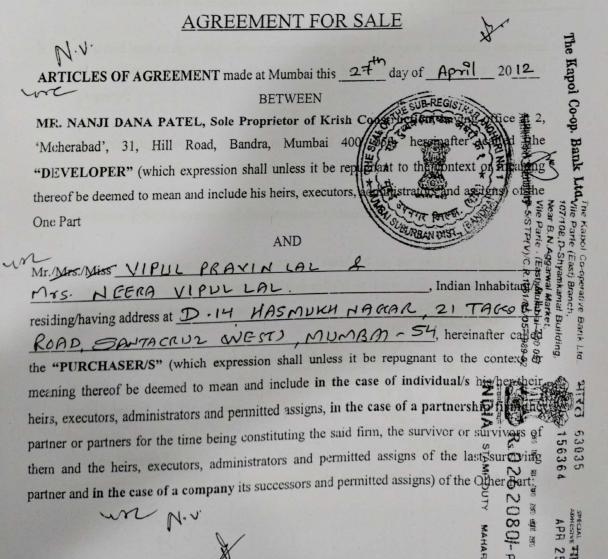
1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).

2 The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"



अनट मुद्राक फ्रॉकेंग अल्ट्रा कायलेट लेम्प खाली तपासले व एस.एम.एस./संबंधित प्राविकृत अक्कियांक्षी दुरष्वनीवसन संपर्क सामून, मेळ बरोबर आढळून आला-





WHEREAS

as 'the land' for valuable consideration; situate at St. Braz Road, Vile Parle (W), Mumbai 400 056 and hereinafter referred to Village Vile Parle (W), Taluka/City Survey Vile Parle, Mumbai Suburban District Nos.1543, 1543/1 to 10, totally admeasuring 1665.50 sq.metres in the Revenue immovable property being all those pieces or parcels of land or ground bearing C.T.S. No.168A/1913 on 28th February 1913 purchased from one Mr. Ellis s/o Inas Ghari an February 1913 registered at the office of the Sub-Registrar Bandra under Serial brevity sake referred to as 'the said Augustine') by a Deed of Conveyance dated 11th Mr. Augustine Pedru D'Souza also known as Gustine Pedru Souz (hereinafter for

2. After the said land was acquired, structures were constructed thereon

n in the year 1929;

- S. property'; in the First Schedule hereunder written and hereinafter referred to as The said land along with the structures standing thereon is more particularly described
- 4. Catherine D'Souza also having died intestate in Mumbai on 17.06:1950; Mary Aloysia D'Souza, as his only heirs and legal representatives, his wife, Mrs children viz. (1) Mr. Ignatius Michael D'Souza, (2) Mr. Joseph D'Souza and (3) Sr. The said Augustine died intestate in Mumbai on 27.06.1950 leaving behind his 3
- S two sons and one daughter respectively; Michael D'Souza, (2) Mr. Joseph D'Souza and (3) Sr. Mary Aloysia D'Souza, being Under the circumstances, the said property devolved on the said (1) Mr. Ignatius
- representatives and under the circumstances, the said Terence & 3 Ors. as the only D'Souza (hereinafter called 'the said Terence & 3 Ors.') as the Berchmans A. D'Souza alias Alex D'Souza and (4) Mrs. leaving behind (1) Mr. Terence C. D'Souza, (2) Mr. his wife, Mrs. Agnes Ignatius D'Sovza also died intestr The said Mr. Ignatius Michael D'Souza died intestate in

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behind by the said Mr. Ignatius Michael D'Souza; became the only persons entitled to the undivided share, right, title and interest left surviving heirs and legal representatives of the said Mr. Ignatius Michael D'Souza

.7 heirs and legal representatives; Misquitta nee D'Souza and (6) Mrs. Mildred L. Pashana nee D'Souza, as their only Budharia nee D'Souza, (4) Mrs. Juliana Hendricks nee D'Souza, (5) Mrs. Sandra R. their 6 children viz. (1) Mr. Bertie D'Souza, (2) Mr. Lucas D'Souza, (3) Mrs. Anita A Mrs. Margaret D'Souza also died intestate in Mumbai on 26.02.2002 leaving behind The said Mr. Joseph D'Souza died intestate in Mumbai on 18.02.1989 and his wife,

00 representatives; (1) Mrs. Ruth B. D'Souza, (2) Mr. Eusebio B. D'Souza and (3) Mrs. The said Mr. Bertie D'Souza died intestate in Mumbai on 11.04.2002 Yasmin D'Souza, being his widow and two children, as his only heirs and legal

9. right, title and interest left behind by the said Mr. Joseph D'Souza; the said Mr. Joseph D'Souza became the only persons entitled to the undivided share, called 'the said Ruth & 7 Ors.') as the only surviving heirs and legal representatives of R. Misquitta nee D'Souza and (6) Mrs. Mildred L. Pashana nee D'Souza (hereinafter A. Budharia nee D'Souza, (4) Mrs. Juliana Hendricks nee D'Souza, (5) Mrs. Sandra (1c) Mrs. Sonali A. Veer nee Yasmin D'Souza (2) Mr. Lucas D'Souza, (3) Mrs. Anita Under the circumstances, (1a) Mrs. Ruth B. D'Souza, (1b) Mr. Eusebio B. D'Souza,

10. without any issue; 12.06.2004 at Gadkhal, Taluka Ankleshwar, District Bharp The said Sr. Mary Aloysia D'Souza. who was a religious nun, also died intestate on artifat as a spinster

11. to an undivided 1/2 share Ors. being entitled to an undivided 1/2 share and the sail Terence & 3 Ors. and the said Ruth & 7 Ors. in equal view of what is stated hereinabove, the said pr said

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- 12. However, for some inexplicable reasons, the said property came to be transferred in the City Survey Records as well as in the Sanads in the names of the following 3 persons including the said Mr. Ignatius Michael D'Souza:
 - (i) Mr. John Philip Christopher D'Souza
 - (ii) Mr. Jerome Philip D'Souza
 - (iii) Mr. Ignatius Michael D'Souza;
- 13. While the name of the said late Mr. Ignatius Michael D'Souza was brought on record in the Property Register Cards as well as in the Sanads rightly, the names of the said Mr. John Philip Christopher D'Souza and the said Mr. Jerome Philip D'Souza ought not to have been shown in the City Survey Records or Sanads as neither of them i.e. the said Mr. John Philip Christopher D'Souza and the said Mr. Jerome Philip D'Souza was an heir or legal representative of the said deceased Augustine;
- However, in view of the names of the said Mr. John Philip Christopher D'Souza and the said Mr. Jerome Philip D'Souza, who have both since died, having been still shown in the City Survey Records and Sanads, their respective surviving heirs and legal representatives viz. (1a) Mrs. Jeanette Constance D'Souza, (1b) Mrs. Janice Fernandes nee D'Souza, (1c) Mr. Colstan D'Souza, (2) Mr. Austin E. D'Souza, (3) Mrs. Joyce Joseph nee D'Souza, (4) Mr. James R. D'Souza, (5) Mr. Ronald J. D'Souza, (6) Mr. Cecil A. D'Souza, (7) Mr. Mervyn D'Souza and (8) Mrs. Muriel B. Rebello nee D'Souza (hereinafter called 'the said Jeanette & 9 Ors.') and (1a) Mrs. Bellie D'Souza, (1b) Miss Lorraine D'Souza and (2) Mrs. Rose Margaret Nazareth nee D'Souza (hereinafter called 'the said Bellie & 2 Ors.') respectively have been shown as the necessary parties to the Conveyance dated 12 to 3 Mrs. hereinafter stated.
- The said Mr. John Philip Christopher D'Souza die in prestate in 31.08.1977 and his wife, Mrs. Lucy D'Souza also die in the said in 15.09.1952 leaving behind the following as their only heirs and the said in the
 - (i) Mr. Constance D'Souza
 - (ii) Mr. Austin E. D'Souza
 - (iii) Mrs. Joyce Joseph nee D'Souza
 - (iv) Mr. James R. D'Souza

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- (v) Mr. Ronald J. D'Souza
- (vi) Mr. Cecil A. D'Souza
- (vii) Mr. Mervyn D'Souza
- (viii) Mrs. Muriel B. Rebello nee D'Souza;
- The said Mr. Constance D'Souza also died intestate in Mumbai on 30.04.1981 leaving behind (1) Mrs. Jeanette Constance D'Souza, (2) Mrs. Janice Fernandes nee D'Souza and (3) Mr. Colstan D'Souza, being his widow and two children, as his only heirs and legal representatives; 16.
- Under the circumstances, the said Jeanette & 9 Ors. are the only surviving heirs and legal representatives of the said deceased, Mr. John Philip Christophen D'Souza 17.
- The said Jerome Philip D'Souza died intestate in Mumbai on 06.07.7980 leaving behind his two children viz. (1) Mr. Joseph P.F. D'Souza and (2) Mrs. Rose Margaret Nazareth nee D'Souza as his only heirs and legal representatives, his wife, Mrs. Joanna D'Souza, having predeceased him on 29.05.1924; 18.
- The said Joseph P.F. D'Souza died intestate in Mumbai on 08.10.2006 leaving behind him (1) Mrs. Bellie D'Souza and (2) Miss Lorraine D'Souza, being his widow and an only child and daughter, as his only heirs and legal representatives; 19.
- Under the circumstances, the said Bellie & 2 Ors. are the only surviving heirs and legal representatives of the said deceased, Mr. Jerome Philip D'Souza; 20.
- As already stated hereinabove, the said late Mr. John Phillips have any share, claim, right, title or interest of whats and/or the said late Mr. Jerome Philip D'Souza did interest in the said property and consequently the John Philip Christopher D'Souza and the said Mr. Bellie & 2 Ors., the respective surviving heirs and 21.
- However, the names of the said Mr. John Philip Christopher D'Souza and the said Mr. Jerome Philip D'Souza still being shown in the Property Register Cards and Sanads, 22.

party to the Conveyance dated 12.03.2009, as hereinafter stated; the said Jeanette & 9 Ors. and the said Bellie & 2 Ors. have been made a necessary

- 23. For brevity sake wherever necessary the said Terence & 3 hereinafter referred to as 'the said Vendors'; Ors., the said Jeanette & 9 Ors. and the said Bellie & 2 Ors. collectively Ors., the said Ruth
- 24. died since filing of the said suit, the said Simon & Ors. enhanced their drays to 11/20th interest in the said property and on account of some of the original Defendants having Ors. including the said Bombay in its Original Civil Jurisdiction against Roger s/o Stephen D'Souza & One Mr. Simon s/o Valentine D'Souza & Ors. (hereinafter called 'the said Simon & Ors.') had filed a suit being Suit No.2464 of 1985 in the High Court of Judicature at Vendors claiming an undivided 1/24th share, right, title and
- 25. by the High Court; Pending the hearing and final disposal of the said suit, a Court Receiver was appointed
- 26. since filed before the Revenue/Appellate Authorities; dismissing the appeal and no further appeal or revision application has/have been the Court of the Sub-Divisional Officer B.S.D. passed an Order on 19.08.1985 bearing No.DLN/CTS-Appeal No.17 of 1983 filed inter alia by the said Simon & and (iii) Mr. Ignatius Michael D'Souza in the Property Register persons viz. (i) Mr. John Philip Christopher D'Souza, (ii) Mr. Jerome Philip D'Souza Against the Order of the City Survey Officer, B.S.D. recording the names of the said 3
- 27. suit unconditionally without claiming any reliefs and the only persons entitled to the said property and, a discharged by the Hon'ble High Court vide its Order d 1985 have since realized that the said Terence & 3 Ors. The said Simon & Ors., the Plaintiffs in the aforesaid High
- 28. the meantime by a Deed of Release dated 3rd October D'Souza, (2) Mrs. Joyce Joseph nee D'Souza, (3) Mr. James R. D'Souza, (4) Mr.



title or interest in the said property as admitted by them in the Conv them (including the said Releasors or Releasee) did not have any claim, share, right irrespective of the said registered Release Deed, the said Jeanette & 9 Ors. or any or Mumbai under Serial No.4289 of 1984 on 3rd October 1984. undivided 1/24th being No.(1a) in the said Jeanette & 9 Ors. group (therein called 'the Releasee') on the property in favour of Mrs. Jeanette Constance D'Souza w/o late Constance D'Souza, in the said property and the said Release Deed was registered with the Sub-Registrar presumption that the said late Mr. John Philip Christopher D'Souza was holding Releasors') being the sons and daughters of the said late Mr. John Philip Christopher Ronald J. D'Souza, (5) Mr. Cecil A. D'Souza and (6) Mr. Mervyn D'Souza, being D'Souza released their purported undivided share, right, title and interest in the to 7 in the said Jeanette & 9 Ors. group (therein and hereinafter called 'the said share and that each of the said Releasors had 1/192 undivided share Notwithstanding and 2000

- 29. said Ruth & 7 Ors. were the sole, exclusive and absolute owners of the said property; Under the circumstances mentioned hereinabove, the said Terence & 3 Ors. and the
- 30. property by the said Terence & 3 Ors. and the said Ruth & 7 Ors. to the Developer Conveyance dated 12.03.2009 claim, share, right, title or interest of whatsoever nature in the said property but in Although the said Jeanette & 9 Ors. and the said Bellie & 2 Ors. did not have any of the circumstances mentioned hereinabove they agreed giving their express "Consent" for sale of the said to join
- of the Second Part, the said Jeanette & 9 Ors., the on 12.03.2009 and made between the said Terence Registrar, Andheri-1, Mumbai Suburban District under By the said Deed of Conveyance dated 12.03.2009 registered with the Joint Sub-Fourth Part and the Developer herein (therein called 'th the Third Part, the said Bellie for valuable consideration and on the covenants contained therein. said Vendors sold, transferred and conveyed the said pro of the First Part, the said Ruth & 7 Ors., th & 2 Ors., therein ca Pursuant to the the Developer ifth Part the First ndors'

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- Copy of Commencement Certificate of even No. dated 25.02.2010 e) EXHIBIT "E":
- 43. The Purchaser/s herein has/have applied to the Developer for allotment to the Purchaser/s Flat No. 3-40 you the H TH floor and Stilt/Open Parking Space No. _ in the said building "AUGUSTINE ENCLAVE" being constructed by the Developer N. on the said property;
- 44. Under Section 4 of the said Act, the Developer is required to execute a written agreement for sale of the said flat/stilt/open parking space to the Purchaser/s, being in fact these presents and also register the said agreement under Registration Act;

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

The Developer is constructing the said building known as LAUGUSTINE ENCLAVE" 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 him at his office at Flat No.2, 'Meherabad', 31, Hill Road, Bandra, Mumbai 400 050 and also at building site which have already been approved by the Purchaser/s and the Purchaser/s has/have also agreed that the Developer may make such variations and modifications as the Developer may require to do by the Government, MCGM or any other local body or authority and the Purchaser/s shall not be entitled to raise any objection on account of such variation or amendment provided that the Developer shall obtain prior consent in writing from the Purchaser/s in respect of such variations or modifications which may adversely affect the premises agreed to be purchased by the Purchaser/s. The Developer is proposing to put up a building compaising of stilt + 7 upper floors.

The Purchaser/s hereby agree/s to purchase from the Developer Flating 4TH floor and Stilt/Open Parking Space No. - in the builting known "AUGUSTINE ENCLAVE" and hereinafter referred to as "the sale preintsess with anown in

red coloured boundary lines on the plan annexed hereto and marked by Third , having

on or before the 7th slab is cast; j) Rs	a) Rs. 100001 as earnest money deposit on or before the execution of this agreement; b) Rs. on or before laying the plinth; c) Rs. on or before the 1st slab is cast; d) Rs. on or before the 2nd slab is cast; f) Rs. on or before the 3nd slab is cast; g) Rs. on or before the 4th slab is cast; h) Rs. on or before the 6th slab is cast; on or before the 6th slab is cast;	consideration of Rs consideration of
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respect of the said premises from the concerned local authority occupation and/or completion/completions certificates

- whatsoever with regard to the title of the said property property as clear and marketable. The Purchaser/s shall not be entitled to raise any objection High Court, EXHIBIT "A" and has/have accepted the title of the Developer to the said hereinabove and has/have also perused the certificate of title issued by Mr. P. Vas, Advocate, Purchaser/s has/have taken inspection of all the documents mentioned
- of this agreement from the date of the said amount is payable by the Purchaser the amounts which become due and payable by the Purchaser/s to the Developer under the terms Developer. The Purchaser/s agree/s to pay to the Developer interest at 18% per annum on all the

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

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

agreement and refund of aforesaid amount by the Develop to pay to the Purchaser/s any interest on the amount so ref then have been paid by the Purchaser/s to the Developer buy dispose of and sell the said premises to such person or a refund to the Purchaser/s the instalments of sale price of the sale PROVIDED further that upon termination of this agreement as aforesaid Developer which may till be liable of this

may in his absolute discretion think fit

to the Purchaser/s there shall, subject to prior encumbrances, if any, be a charge on the sau act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Developer land as well as the construction or building in which the said premises are situated or were in Section 8 have been satisfied or not will be referred to the Competent Authority who will thereon is repaid, provided that by mutual consent it is agreed whether the dispute stipulated per annum from the date the Developer received the sum till date the amounts and interests amounts already received by then in respect of the said premises with simple interest at 9% the said Act, then the Developer shall be liable on demand to refund to the Purchaser's the and of his agents as per the provisions of Section 8 of MAHARASHTRA OWNERSHIP possession of the said premises to the Purchaser/s on account of reasons beyond his control FLATS ACT, 1963 by the aforesaid date or the date or dates prescribed in the said Section of The Developer shall give possession of the said premises to the Purchaser/s on or 2012. If the Developer fails or neglects to give

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

- non availability of steel, cement, other building materials, water or electric
- ii) war, civil commotion, accident or Act of God;
- E) any notice, order, rule, notification of the Govt. and/or other public competent
- the Developer giving written notice to Purchaser/s intimating that the said premises are ready for use and occupation; The Purchaser/s shall take possession of the said premises within 15 (fifteen) days of

premises to the Purchaser/s, the Purchaser/s brings to the notice possible such defects or unauthorised changes shall be rectified used therein or any unauthorised change in the construction of th in the said premises or the building in which the said premises PROVIDED that if within a period of 3 years from the d

Purchaser/s shall be entitled to receive from the Developer reasonable in case it is not possible to rectify such defects or unau

defect or change

advance and shall not withhold the same for any reason whatsoever pay such provisional monthly outgoings regularly on the 5th day of each and every month in to the Society or the Limited Company, as the case may be. The Purchaser/s undertake/s to deposits (less deductions provided for in this Agreement) shall be paid over by the Developer the provisions of Section 6 of the said Act, on such conveyance being executed, the aforesaid conveyance is executed in favour of the Society or Limited Company as aforesaid. Subject to Purchaser/s to the Developer shall not carry any interest and remain with the Developer until a Developers provisional monthly contribution of Rs. 3810 further agree/s that till the Purchaser/s share is so determined the Purchaser/s shall pay-to-the proportionate share of outgoings as may be determined by the Developer. The Purchaser's and the said land and building/s transferred, the Purchaser/s shall pay to the Developer such maintenance of the said land and building/s. Until the Society/Limited Company is formed; 7-2 chowkidars, sweepers and all other expenses necessary and incidental to the management and water charges, insurance, common lights, repairs and salaries of clerks, bill collector, Englet Hunderd Tenonly) per month towards the outgoings. The amounts so paid by the (Rupees There hour

deposited with the Developer the following amounts: The Purchaser/s shall on or before the delivery of possession of the said premises keep

Rs. 15926/being the advance on account payment towards taxes and other per sq.ft. on carpet area per month; outgoings for a period of one year which shall be about Rs.10/-

Rs.10,000/-Rs.20,000/for shares money, application for legal charges towards preparin Limited Company;

for formation and registrati

3

HI) =

Rs.20,000/towards deposits for electric med

ble/paid to

5

Reliance Infrastructure Ltd./MCGM

betterment charges or such other levies by the concerned local authority and/or Government premises) of outgoings in respect of the said land and building/s namely local taxes liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Purchaser/s that the said premises are ready for use and occupation, the Purchaser/s shall be

Commencing a week after notice in writing is given by the Developer

Rs. 57150 contribution towards proportionate development charges and land under construction charges which shall be around Rs.150/per sq.ft. carpet area.

TOTAL

Service Tax, as applicable and Value Added Tax (VAT), if any payable, in respect of the said premises shall be paid by the Purchaser/s to the Developer before taking possession of the said premises.

- The Developer shall utilise sum of Rs. 20350 (Rupees TWENT) Only) paid by the Purchaser/s to the Developer for meeting all legal costs of the Attorney law/Advocate of the Developer 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.
- At the time of registration the Purchaser/s shall pay to the Developer the Purchaser/s 13. share of stamp duty and registration charges payable, if any, by the said Society or Limite 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.
- The Purchaser/s or himself/herself/themselves with intention to bring all persons into 14. whomsoever hands the said premises may come, doth hereby covenant with the Developer as follows:-
 - To maintain the said premises at Purchaser/s cost in good tenantable repair and a) condition from the date of possession of the said premises is taken and shall not do or suffer to be done anything in or to the building premises is situated, staircase or any passages which may be again to regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the said pylmises is situated and the said premises itself or any parthereof.
 - Not to store in the said premises any goods that pure hazardous, combustible or dangerous nature or so heavy as to damage the construction of b)



Developer. The Purchaser/s shall also fully reimburse the expenses that may be required to be incurred by the Developer in consequence upon any legal proceedings that may be instituted by the authorities concerned against the Developer for non-payment and/or under-payment of stamp duty by the Purchaser/s.

- The parties hereto shall attend the office of the Sub-Registrar of Assurances for 34. registration of the said document within the prescribed time limit and admit execution thereof
- 35. The PAN Nos. of the parties hereto are as under:

DEVELOPER

Mr. Nanji Dana Patel, Sole Proprietor of Krish Construction

AABPP5772B

N.V.

PURCHASER/S

1. VIPUL PRAVIALAL 2. MEERA VIPUL LAN

AABPLO826 E AAMPL4067 A

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 THOSE pieces or parcels of land or ground bearing C.T.S. Nos.1543, 1543/1 to 10, totally admeasuring 1665.50 sq.metres along with the structures standing thereon bearing Municipal Assessment Nos.K-8970 (1) 182, West Gavthan Bungalow, K-8970 (2) 183, West Gavthan Hut GR.W.No.8970(1) and K-8971 184, West Gavthan Shed in the Revenue Village Vile Parle (W) Zone 37/189, Taluka/City Survey Vile Parle, Mumbai Suburban District situate at St. Braz Road, Vile Parle (W), Mumbai 400 056 in the Registration District of Mumbai Suburban.

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

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

SIGNED AND DELIVERED

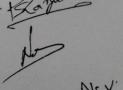
by the withinnamed

"DEVELOPER"

MR. NANJI DANA PATEL,

Sole Proprietor of Krish Construction

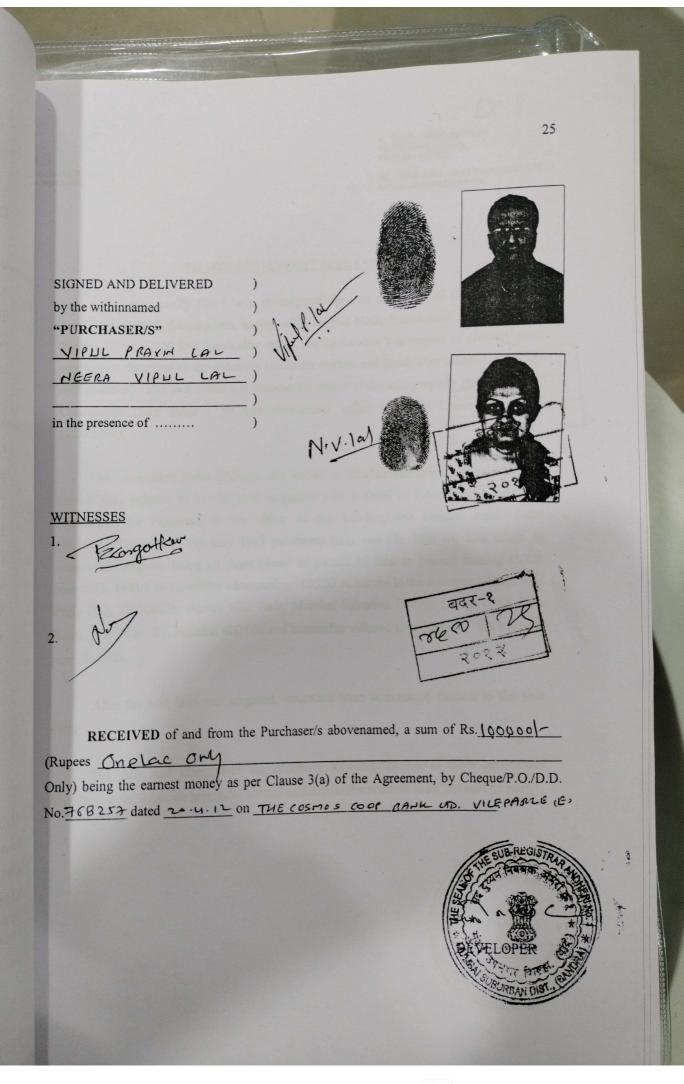
in the presence of











9, "Gordon Villa", 1st Floor, 18, Hill Road, Bandra, Mumbal - 400 050.

Tel. : 2642 3134 / 2643 3411 / 2651 1797 e-mail: vas1979@vsnl.net

TO WHOMSOEVER IT MAY CONCERN

This is to certify that I have investigated the title of Mr. Nanji Dana Patel, Sole Proprietor of Krish Construction, having office at Flat No.2, 'Meherabad', 31, Hill Road, Bandra, Mumbai 400 050 (hereinafter called 'the said owner') in respect of property more particularly described in the Schedule hereunder written and hereinafter referred to as the said property'. The said owner has become the owner of the said property pursuant to the Conveyance Deed dated 12.03.2009 (hereinafter called 'the said Cpriveyance dated 12.03.2009).

Mr. Augustine Pedru D'Souza also known as Gustine Pedru Souz (hereinafter for brevity sake referred to as 'the said Augustine') by a Deed of Conveyance dated 11th February 1913 registered at the office of the Sub-Registrar Bandra under Serial No.168A/1913 on 28th February 1913 purchased from one Mr. Ellis s/o Inas Ghari an immovable property being all those pieces or parcels of land or ground bearing C.T.S. Nos.1543, 1543/1 to 10, totally admeasuring 1665.50 sq.metres in the Revenue Village Vile Parle (W), Taluka/City Survey Vile Parle, Mumbai Suburban District situate at St. Braz Road, Vile Parle (W), Mumbai 400 056 and hereinafter referred to as 'the land' for valuable consideration.

After the said land was acquired, structures were constructed thereon in the year 1929.

The said land along with the structures standing thereon is more particularly described in the Schedule hereunder written and hereinafter referred to as 'the said property'.



Friday, April 27, 2012 1:19:32 PM

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e.

गावाचे नाव: विलेपार्ले

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणा देतो की पटटेदार ते नमूद करावे) मोबदला रू. 5,600,000.00

बा.भा. रू. 5,566,500.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) सिटिएस क्र.: 1543 वर्णनः विलेपार्ले (प) - सिटीएस क्र. 1543, 1543/1 ते 10 - सदनिका क्र. बी/404, 4था मजला, " ऑगस्टीन एन्क्लेव्ह ", सेंट ब्राझ रोड, विलेपार्ले (प) मुंबई - 56

दुय्यम निबंधक: अंधेरी 1 (बांद्रा)

(3)क्षेत्रफळ

(1)42.49 चौरस मीटर बांधीव

(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) में. क्रिया कल्द्रवरात से सोल मोपा. नानजी दाना पटेल - -; घर/फ़लॅट नं: कार्यालय क्र. 2, मेहेरबाद, 31 हिल रोड, बादा पि में 50 ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पिन: -; पॅन नम्बर: AABPP 5772 B. पेठ/वसाहतः -; शहर/गावः -; तालुकाः

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(1) विपुल प्रविधा लाल का स्वर्धा मुलंदा तं हो/। यह समुख नगर, 21 टागोर रोड, सांताकूझ (प) मुं - 54; सल्ली/रस्ता : ; इंगारतीचे नाव: -; इंगारत तं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: - पिन: -; पॅन नम्बर: AABPL 0826 है

(2) नीरा विपुल लाल -: घर/फ्लंट त बरीलप्रमाणे ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नः पेठ/वसाहतः -; शहर/गावः -; तालुकाः -;पिनः -; पॅन नम्बरः AAMPL 4067 A

(7) दिनांक

करून दिल्याचा 27/04/2012

(8)

नोंदणीचा

27/04/2012

(9) अनुक्रमांक, खंड व पृष्ठ

4680 /2012

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

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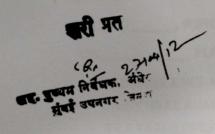
(11) बाजारभावाप्रमाणे नोंदणी

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(12) शेरा

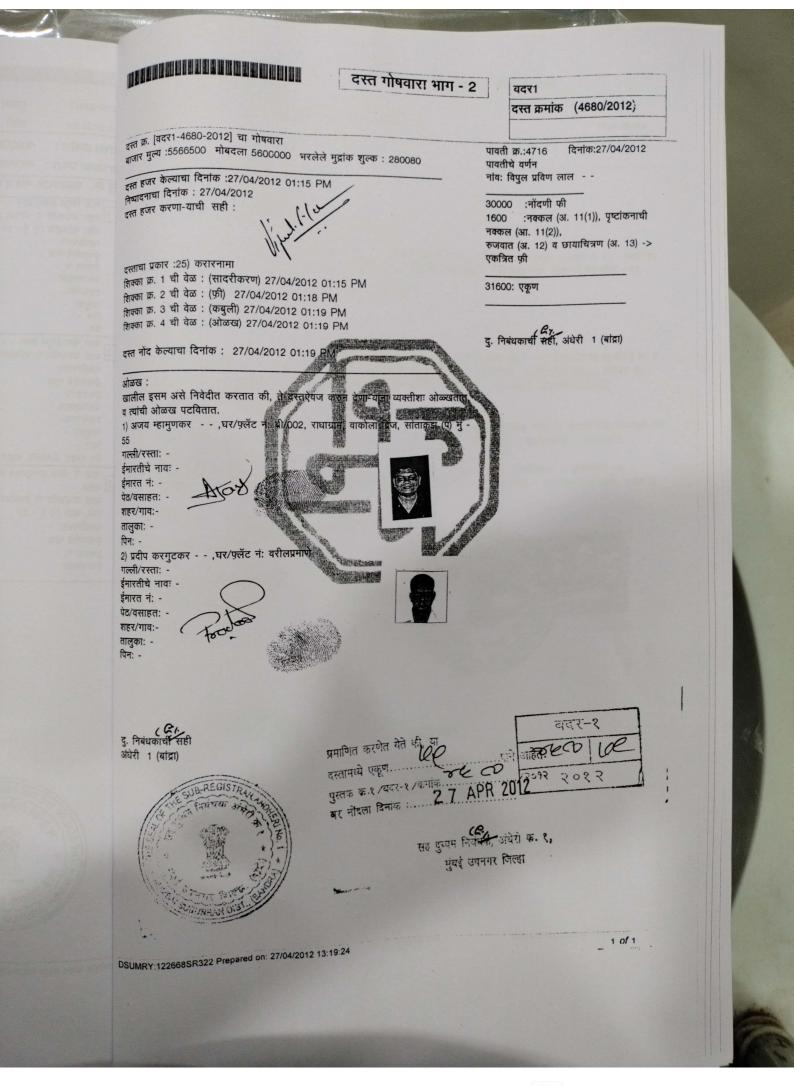


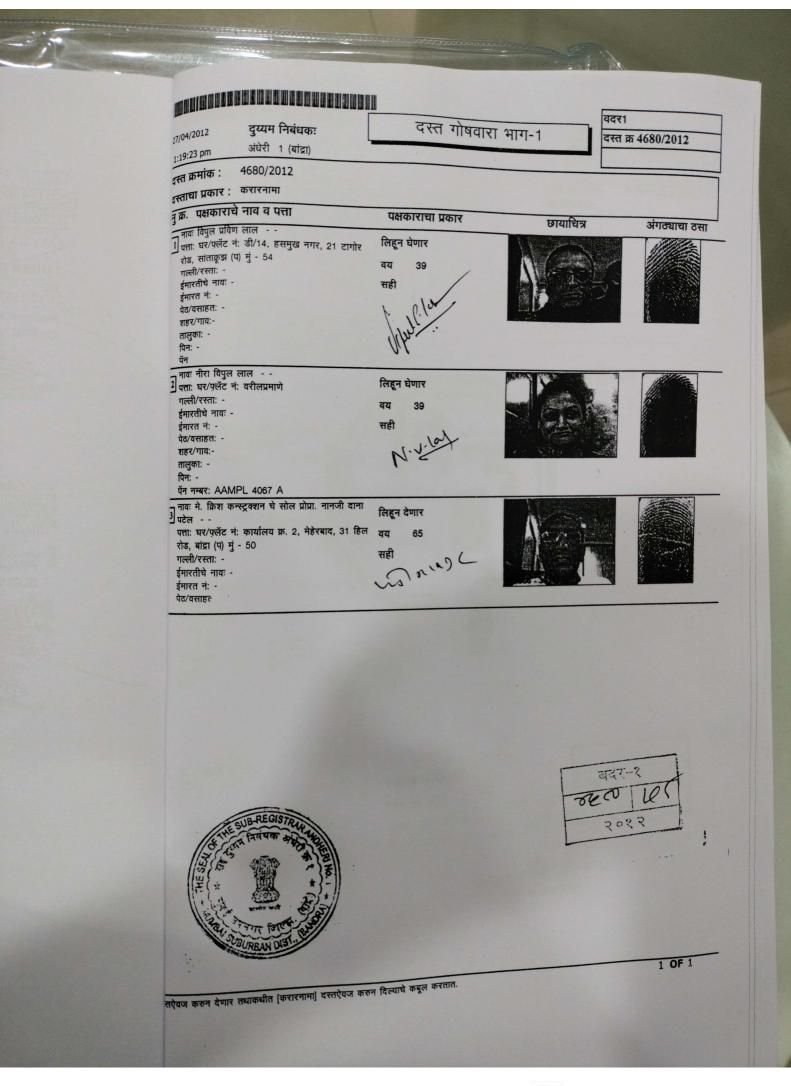




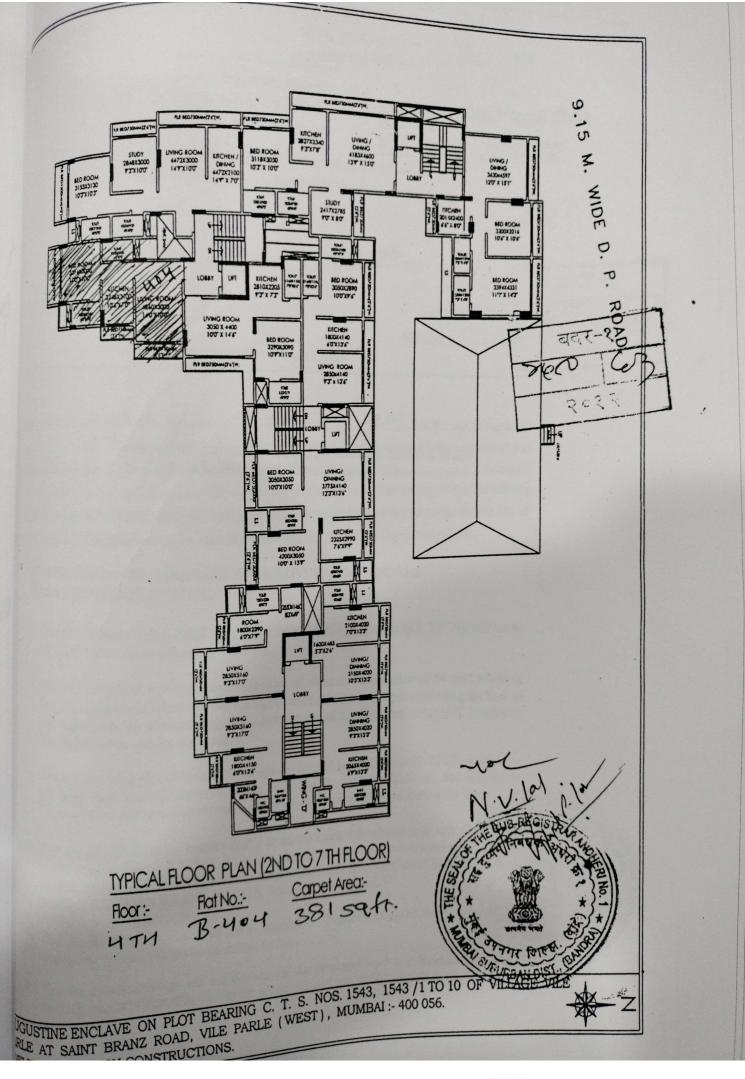
Page 1 of 1

SARITA REPORTS VERSION 5.2.19

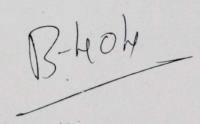




Ex. Engineer Bldg. Proposal (W.S.) This I.O.D./C.C. is issued subject H and K Wards to the provision of Uross Land Muncipal Office, R. K. Patkar Marg, 000 Bandra (West), Mumbai - 609 050. celling and Regulation Act. 1976 MUNICIPAL CORPORATION OF GREATER MUMBAI FORM 'A' MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 BRILWS/AM/AK of 2 5 FEB 2010 No. CE/ 9589 COMMENCEMENT CERTIFICATE EX dated 20 104 109 With reference to your application No. 3881 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 Pogs. bldg at premises at Street Jain + Boan 2 Rd. village Vile Pas situated at Yile Parle (a) 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 subsecquent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966. 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. 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 ALERAG C No. B/102 7. The conditions of this certificate shall be binding not only on the applicant but on his executors, assignees, administrators and successors and every person deriving title through or under name. The Municipal Commissioner has appointed Shri Nums...LALAJI .. Executive Engineer to exercise his powers and functions of t Authority under Section 45 of the said Act. For and on behalf of Local Authority the work upto/Forter Said upto... 2... 4... F.E.B. oration of Greater Mumba A. C&D . -& 'K/East. 'K/West'/Wards' Executive E. (Western.Subs.) 'H/East MUNICIPAL CORPORATION OF GREATER MUMBAI







Augustine Enclave



AGREEMENT FOR SALE