



Monday, June 16, 2008
3:17:07 PM

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पावती

Original

नोंदणी 39 म.
Regn. 39 M

पावती क्र. : 3687

गावाचे नाव कोपरखेरणे

दिनांक 16/06/2008

दस्तावेजाचा अनुक्रमांक टनन3 - 03598 - 2008

दस्तावेजाचा प्रकार करारनामा

सादर करण्याचे नाव: चितन अरविंद कपाडीया - -

नोंदणी फी	-	16510.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजव्याज (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (28)	-	560.00
एकूण	रु.	17070.00

आपणास हा दस्त अंदाजे 3:31PM ह्या वेळेस मिळेल


दुष्यंत निंबधर्कर
ठाणे 3

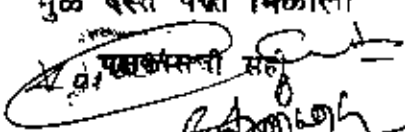
बाजार मूल्य: 1650000 रु. मोबदला: 1651000 रु.

भरलेले मुद्रांक शुल्क: 82550 रु.

देयकाचा प्रकार : डीडी/घनाकर्पाद्वारे;

बँकेचे नाव व पत्ता: दि करीड जनता सह बँक;

डीडी/घनाकर्पा क्रमांक: पावती क्र. : 3687 रु. मूल्य: 1651000 रु. दिनांक: 16/06/2008

मुळ दस्त फर्ती मिळाली

 दुष्यंत निंबधर्कर ठाणे-3

At Parer Only

Br: Vashi, Navi Mumbai

(आदाकर्ता शाखा Issuing Branch)

पैसे मागेपर ON DEMAND PAY Joint Sub Registry Thane

16 JUN 2008 7 20

PRINTED BY KARAM CHAND THAKAR & BROS. CO. PVT. LD. वाशि करार वाने को गारंटीय है 3 महिने तक दीये है
VALID FOR THREE MONTHS FROM THE DATE OF ISSUE

हवये रुपये Sixteen thousand Five hundred / Ten only / अदाकर्ता मूल्य प्राप्त FOR VALUE RECEIVED

₹ 16,510.00

OT : TT : OI : TL

दि कराड जनता सहकारी बँक लि., कराड
The Karad Janata Sahakari Bank Ltd., Karad

अदाकर्ता शाखा / Drawee Branch Bha. Karad, Navi Mumbai

कुने दि कराड जनता सहकारी बँक लि., कराड.
The Karad Janata Sahakari Bank Ltd., Karad

[Signature]
NATKAR Y. AA
KJB-N-247

#030198# 40006665517



टन न-३
3421 12000
7-21

FRANKING DEPOSIT SLIP

ICICI Bank

Deposit By: APM C VASHI Date: 28/5/08

Pay to: ICICI Bank Ltd. A/C Stamp Duty

Franking Value	Rs.	82550
Service Charges	Rs.	10
Total	Rs.	82560/-

Name of Stamp duty paying party:
MR. Chintan A. Kapadia

DD / Cheque No. _____

Drawn on Bank: CASH

Tran ID: _____

Franking Sr. No. 26589

Office: SWISHI N. A. MARKET

Stamp: APM C VASHI

दस्तावेज - ३

३५९८ / २००८

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AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered into at Vashi this 16th day of June 2008 BETWEEN Mr. Umakant Shah an individual, having his registered office at 18, A.P.M.C Market - 1, Phase - 2, Vashi, Navi Mumbai - 400 705 hereinafter referred to as "PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include his legal heirs, executors, administrators and assigns of such survivor) of the ONE PART and Mr. Chintan Arvind Kapadia hereinafter referred to as the "PURCHASER" (which expression unless it be repugnant to the context or meaning thereof shall deem to mean and include his/ her / their respective legal heirs, executors, administrators and permitted assigns) of the OTHER PART.

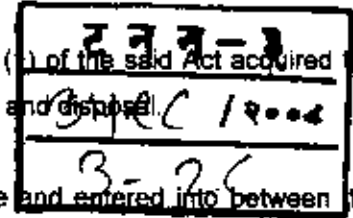
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For Mr. Umakant Shah
[Signature]
 ICICI Bank Ltd. Vashi Branch
 APMC Green Market, Phase II
 Vashi-400703
 D-5/ST/14/10/08
 2008 2008 09 11 13:10
INDIA
 STAMP DUTY MAHARASHTRA
R. 00825501-PBS252
 Special Adhesive
MAY 28 2008
 26589
 195451
 Special Adhesive
MAY 28 2008
[Handwritten: 26589 195451 Special Adhesive MAY 28 2008]

WHEREAS the **CITI and Industrial Development Corporation of Maharashtra Ltd.**, (hereinafter called as "**THE SAID CORPORATION**") is the New Town Development Authority declared for the areas designed as a site for the new towns of New Mumbai by the Government of Maharashtra in exercise of its powers under sub-section (1) and (3-a) of section 113 of the Maharashtra Regional Town Planning Act of 1966 (Mah. XXVII of 1966) hereinafter referred to as the said act.

AND WHEREAS the State Government in pursuance of Section 133 (1) of the said Act acquired the land desired therein and vested such lands in the said Corporation for development and disposal.



AND WHEREAS by an Agreement dated: 28th February, 1994 made and entered into between the said **M/s. CITI and Industrial Development Corporation of Maharashtra Ltd.**, therein referred to as Corporation of One part and Smt. Subhadra Shivram Mhatre therein referred to as "**THE LICENSEE**" of the Other part, the said Corporation agreed to grant to the Licensee under Gaothan Expansion Scheme a lease of all that piece or parcel of land bearing Plot No. 325 at Koperkhairane (GES) Navi Mumbai containing by admeasurement 150 sq.mtrs. or thereabouts and more particularly firstly described in the schedule - I hereunder written on the terms and conditions contained in the said Agreement.

AND WHEREAS by an agreement dated : 31st May 1999 made between the said Smt. Subhadra Shivram Mhatre and TAPOVAN Consultancy Pvt. Ltd., the said Smt. Subhadra Shivram Mhatre agreed to transfer and benefits of the agreement for plot no : 325 in favour of the said TAPOVAN Consultancy Pvt. Ltd.

AND WHEREAS by an Agreement dated: 28th February, 1994 made and entered into between the said **M/s. CITI and Industrial Development Corporation of Maharashtra Ltd.**, therein referred to as Corporation of One part and Smt. Ramubai Tukaram Patil therein referred to as "**THE LICENSEE**" of the Other part, the said Corporation agreed to grant to the Licensee under Gaothan Expansion Scheme a lease of all that piece or parcel of land bearing Plot No. 326 at Koperkhairane (GES) Navi Mumbai containing by admeasurement 150 sq.mtrs. or thereabouts and more particularly firstly described in the schedule - II hereunder written on the terms and conditions contained in the said Agreement.

AND WHEREAS by an agreement dated : 31st May 1999 made between the said Smt. Ramubai Tukaram Patil and TAPOVAN Consultancy Pvt. Ltd., the said Smt. Ramubai Tukaram Patil agreed to transfer and benefits of the agreement for plot no : 326 in favour of the said TAPOVAN Consultancy Pvt. Ltd.

AND WHEREAS by an agreement dated : 15th March, 2001 made between the said **M/s. Tapovan Consultancy Pvt. Ltd.**, and Mr. Umakant Shah, the said **M/s. Tapovan Consultancy Pvt. Ltd.**, agreed to transfer and benefits of the agreement for shop no : 3, 4 & 5 in favour of the said Mr. Umakant Shah.

AND WHEREAS in the Premises, the Promoters are seized and possessed of or otherwise well and sufficiently entitled to all that the said property more particularly described in the schedule hereunder written.

AND WHEREAS the Promoters have entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects, whereas the Promoters have appointed a structural Engineer for the preparation of the structural design and

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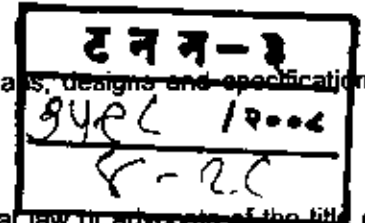
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drawing of the buildings and the Promoters accept the Professional supervisions of the Architect and the structural Engineer till the completion of the building / buildings.

AND WHEREAS the Promoters alone have the sole and exclusive right to sell the Shop/Shop/Parking Space in the said building/s to be constructed by the Promoters on the said property and to enter into agreement/s with the Purchaser/s and to receive the sale price in respect thereof.

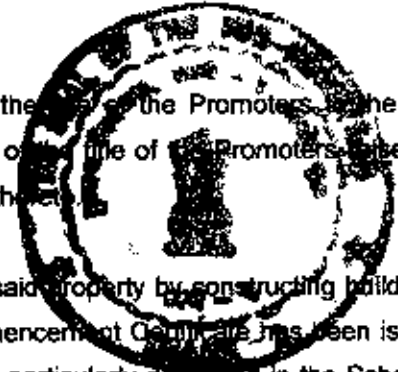
AND WHEREAS the Purchaser demanded from the Promoters and the Promoters have given inspection to the Purchaser of all the documents of title relating to the said property the plan, designs and inspections prepared by the Promoter's Architect and of such other documents as are specified under the Maharashtra Ownership Shops (Regulation of the promotion of construction, sale, Management and Transfer) Act, 1963 (hereinafter referred to as "The Said Act") and the rules made thereunder.

AND WHEREAS the Shop Purchaser has also taken inspection of all plans, designs and specifications sanctioned by the Complete Authority and other Authorities.



AND WHEREAS the Copies of Certificate of Title issued by the attorney at law or advocates of the title of the Promoters and the owners to the said property on which the buildings are constructed or are to be constructed and the Shop/Shop/Parking Space agreed to be purchased by the Purchaser approved by the concerned local authority have been inspected by the Purchaser.

AND WHEREAS the Purchaser has become fully satisfied about the title of the Promoters in the said property and the Purchaser shall not be entitled to the further investigation of the title of the Promoters, raise any requisition or to raise any objection with regards to any other matter relating to the title.



AND WHEREAS the said Promoters with the intent to develop the said property by constructing building/s thereto have got the plans sanctioned from the said Corporation and Commencement Certificate has been issued by the said Authority on 29th July, 1998 in respect of the said property more particularly described in the Schedule hereunder written.

AND WHEREAS while sanctioning the said plan concerned local authority and / or government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and the said building/s and upon the due observation and performance of which only the completion and occupation certificate in respect of the said building/s shall be granted by the concerned authority.

AND WHEREAS the Promoters has accordingly commenced construction of the said building/s in accordance with the said plans.

AND WHEREAS the Purchaser applied to the Promoters for purchase of Shop No. 3,4 & 5 on Ground floor in the building known as Tapovan to be constructed on the said property.

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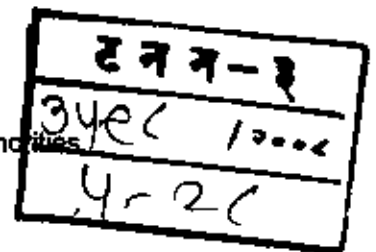
AND WHEREAS the Promoters has agreed to sell to the Purchaser the Shop at the price on the terms and conditions hereinafter appearing.

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

1. The Promoters shall under normal conditions construct a building known as **TAPOVAN** on the said property more particularly described in the schedule I & II hereunder in accordance with the plans, design specifications approved and / or to be approved by the competent authority from time to time which have been seen and approved by the Purchaser and the Purchaser has also agreed that the Promoters may only such variations and modifications therein as the Promoters may consider necessary or as may be required by the concerned local authority / Government.
2. The Shop Purchaser hereby agreed to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser Shop no. 3, 4 & 5 of carpet area admeasuring 493 sq.ft. as shown on the plan on the **Ground** floor of the proposed building known as "TAPOVAN" (hereinafter referred to as the shop or premises) for the total price of Rs. 16,51,000/- (Rupees. Sixteen Lacs Fifty One thousand only) including the proportionate price of the common area and facilities appurtenant to the Shop, the nature and extent and description of the common limited common area and facilities are included and described along with the specifications. The Purchaser hereby agreed to pay to the Promoters the said amount of Purchaser price of Rs. 16,51,000/- (Rupees. Sixteen Lacs Fifty One thousand only) The additional courtyard / commercial still area adjoining the shop shall be under the possession of the said Purchaser. The Purchaser has maintain the said area at his costs. The lumpsum consideration includes / covers the facilities and the proportionate price of common areas, facilities appurtenant to the premises, passages, walls, facilities, lofts, terraces, if any, the recessed space below window cills for the purpose of calculation of entire consideration for the said premises, including all the facilities and amenities mentioned hereinabove.

The above purchase price does not include the following charges:

- a. Stamp duty, Registration and other charges payable to the concerned authorities
- b. Water connection charges and electricity connection charges.
- c. Electric cable lying charges.
- d. Land and development building charges.
- e. Legal charges for documentation.
- f. Transfer fees.
- g. Water resource Development charges.

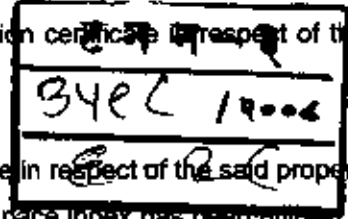


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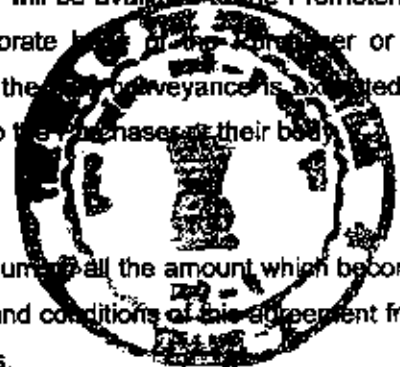
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- h. Any other taxes, cesses that shall be levied or become leviable by CIDCO/NMMC or any Government authorities and also such other charges, escalations imposed by CIDCO or any other Government Authorities. The Purchaser shall pay the amount as aforesaid on the due date without fail and without any delay or default or demur as time in respect of the said payments is of the essence of the Agreement.

restrictions, if any which may have been imposed by the concerned authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said premises to the Purchaser, obtain from the concerned local authority occupation and / or completion certificate in respect of the said premises.



4. The Promoters hereby declare that the entire floor space index available in respect of the said property has been consumed in this project only and that no other part of the floor space index has been utilised by the Promoters for any other purposes whatsoever. In case the said floor space index has been utilised by the Promoters elsewhere, then the Promoters shall furnish to the Purchaser all the detailed particulars in respect of such utilisation of said floor space index by them. In case while developing the said property the Promoters have utilised any floor space index of any other land or property by way of floating floor, space index, then the particulars of such floor space index shall be disclosed by the Promoters to the Purchaser. The residual F.A.R. (F.S.I) in the plot or the layout not consumed will be available to the Promoters alone till the said property is conveyed to the society or the incorporate body of the Purchaser or till the completion of the project whichever is later. Whereas only after the conveyance is executed or the project is completed the residual F.A.R. (F.S.I) shall be available to the Purchaser at their body.



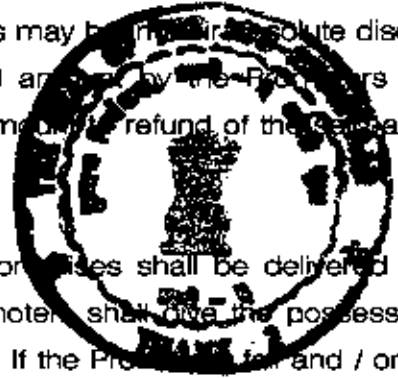
5. The Purchaser agree to pay to the Promoters at thirty percent annum of all the amount which become due and payable by the Purchaser to the Promoters under the terms and conditions of this agreement from the date the said amount is payable by the Purchaser to the Promoters.
6. On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoters under this agreements (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing breach of any terms and conditions herein contained, the Promoters shall be entitled at their own option to terminate this agreement. Provided always that the power or termination herein before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser fifteen days prior notice in writing of their intention to terminate the agreement and / or default shall have been made by the Purchaser in remedying such breach or breaches, within the period of fifteen days after giving of such notice. Provided further that upon termination of this agreement as aforesaid, the Promoters shall refund to the Purchaser the installments of sale price of the shop etc. after deducting the Earnest Money deposit which may till have been paid by the Purchaser to the Promoters, but the Promoters shall not be liable to pay any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Promoters, the Promoters shall be at the liberty to dispose of and sell the said premises to such person at such prices as the Promoters may be in their absolute discretion think fit. The Purchaser agrees that tender of the said amount by the Promoters to the Purchaser at the address given in this Agreement will amount to refund of the said amount so required to be refunded.

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5. The Purchaser agree to pay to the Promoters at thirty percent annum on all the amount which become due and payable by the Purchaser to the Promoters under the terms and conditions of this agreement from the date the said amount is payable by the Purchaser to the Promoters.
6. On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoters under this agreements (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing breach of any terms and conditions herein contained, the Promoters shall be entitled at their own option to terminate this agreement. Provided always that the power or termination herein before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser fifteen days prior notice in writing of their intention to terminate the agreement and / or default shall have been made by the Purchaser in remedying such breach or breaches, within the period of fifteen days after giving of such notice. Provided further that upon termination of this agreement as aforesaid, the Promoters shall refund to the Purchaser the instalments of sale price of the shop etc. after deducting the Earnest Money deposit which may till have been paid by the Purchaser to the Promoters, but the Promoters shall not be liable to pay any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Promoters, the Promoters shall be at the liberty to dispose of and sell the said premises to such person at such prices as the Promoters may in their absolute discretion think fit. The Purchaser agrees that tender of the said amount by the Promoters to the Purchaser at the address given in this Agreement will amount to refund of the said amount so required to be refunded.
7. The Promoters agree that the possession of the said premises shall be delivered to the Purchaser after the completion of the project. The Promoter shall give the possession as aforesaid upon the complete payment by the Purchaser. If the Promoter fail and / or find it difficult to give possession of the said premises to the Purchaser on account of reasons beyond their / his control and his / their agents as per the provisions of Section - 8 of the Maharashtra Ownership Shop Act, by the aforesaid date or the date or dates prescribed in Section - 8 of the said Act, then the Promoters shall be liable on demand to refund to the Purchaser/s amount already received by them in respect of the said premises with simple interest at nine percent per annum from the date the Promoters received the sum till date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in Section - 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator, till the entire amount and interest thereon is refunded by the Promoters to the Purchaser there shall subject to prior encumbrances, if any, be a charges on the said land as well as the construction or building in which the said premises are situated or were to be situated.

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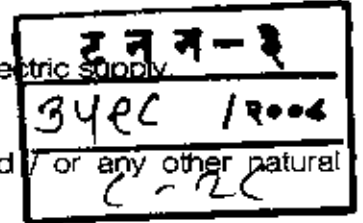


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8. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the said premises by the aforesaid date, if the completion of building in which the said premises is to be situated is delayed on account of:

- a. Non availability of steel, cements, other building material, water or electric supply
- b. War, Civil, Commotion, Strike, Labour dispute or act of God and / or any other natural calamity and other cause beyond the control of the Promoters.
- c. Any notice, order, rule, notification of the government and / or other public or Competent Authority.
- d. Non Payment of the amounts by the Purchaser on due dates and as per Schedule of payment.



9. The Purchaser shall take possession of the said premises within seven days of the Promoters giving written notice to the Purchaser intimating that the said premises is / are ready for use and occupation. Provided that if within a period of six months from the date of handing over the said premises to the Purchaser, the Purchaser brings to the Promoters any defect in the said premises of the said building in which the said premises are situated or the material used therein in the construction of the said building, then wherever possible such defects shall be rectified by the Promoters at their own cost.

10. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for the purpose of commercial purpose. He shall use the parking space, courtyard space for his utility.

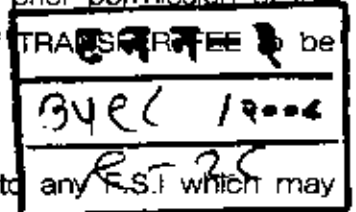
11. The Purchaser along with other Purchase area of the said premises in the building shall join in forming and registering the society to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and / or membership and other papers and documents necessary for the formation and the registration of the society or Limited Company or Condominium of Apartments or other corporate body and for becoming a member, including the bye - laws of the proposed society and duly fill in, sign and return to the Promoters within 10 days of the same being forwarded by the Promoters to the Purchaser so as to enable Promoters to register the organisation of the Purchasers, under section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra Ownership Shop (Regulation of the Promotion of construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft by - laws or the Memorandums and / or Articles of Associations, as may be required by the Registrar of Co - operative Societies or the registrar of Companies, as the case may be, or any other Competent Authority. The Purchaser hereby agrees that he / she shall be bound from time to

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time to sign all papers and documents and to do all other things as the Promoters may require him / her to do from time to time safeguarding the interest of the Promoters or other Purchasers of said premises in the said building.

12. Until such time, the Purchasers form and register a Co-operative society, the Purchaser will not transfer his right, title & interest in the said premises, without prior permission of the Promoters. The Promoters will permit Transfer only on receipt of TRANSFER FEE to be decided by the Promoters.



13. It is expressly agreed that the Promoters alone shall be entitled to any F.S.I which may become available in respect of the said property and/or T.D.R of any other property available in any manner whatsoever at any time hereafter by virtue of any change in the law or by virtue of any amendment in the law applicable or any notification or order passed by the Government of Maharashtra or the Union Of India or the Corporation or any other public or private body or authority, as the case may be, and the Purchaser /s further confirm / s that the Promoters shall be entitled to utilise the said F.S.I by constructing additional building or buildings or floor or floors or tenements or structures on the said plot and the said property as the Promoters may desire without any interruption dispute or objection by the Purchaser /s or any Co-operative Society, or any other body or organisation of persons or purchasers of the premises in the said Building or Complex in any manner whatsoever.



14. After the building is complete and fit for occupation and use, the Society(ies) or Limited Company(ies) of incorporated body (ies) or Condominium of Apartments / are registered and only after all the said premises in the said building have been sold and disposed off by the Promoters and after the Promoters have received all dues payable to them under the terms of the Agreement with various premises holders etc. and as provided herein in this Agreement the Promoters will execute a Deed of Lease and / or any other documents in favour of a Co-operative Society(ies) Limited Company(ies) Incorporated Body(ies) or Condominium of Apartments _____, Advocate shall prepare the Conveyance and all other documents to be executed in connection with the co-operative society or Limited Company or incorporated body and all the costs, charges and expenses including stamp duty, registration fees and other expenses in connection with preparation of the execution of the conveyance/s and all other documents and formation or registration incorporation of the Co-operative society or Limited Company or Incorporated Body or Condominium of Apartments or other corporate body shall be borne and paid by the purchaser alone.

15. Commencing a week after notice in writing is given by the Promoters to the Purchaser that the said premises is ready for use and occupation, The Purchaser shall be liable to bear and pay the Proportionate share (i.e. in proportion to the floor area of the said premises) of outgoings in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authority and / or Government, water charges,

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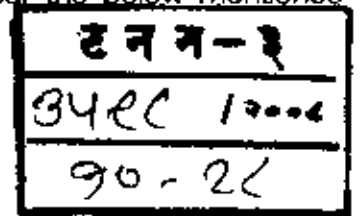
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insurances, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the society / limited company etc. is formed and the said land and building/s is transferred to it, the Purchaser shall pay to the Promoters 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 Promoters provisional monthly contribution @ of Rs. 2200/- per month towards the outgoings. The amount so paid by the Purchaser to the Promoters until a deed of lease is executed in favour of society or a limited company is aforesaid. Subject to the provisions of section 6 of the said act, on such deed of lease being, executed the aforesaid deposits (less deduction provided for this Agreement) shall be paid over by the Promoters 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 with hold the same for any reason whatsoever.

16. The Purchaser shall not be required on or before delivery of possession of the said premises to keep any deposit with the Promoters. The Purchasers shall bear the below mentioned costs on his own :

- | | | |
|----|-------------|--|
| a. | Rs. 1,000/- | for legal charges. |
| b. | Rs. 260/- | for share money, application entrance fee of the society or Limited company. |
| c. | Rs. 1,000/- | for formation and registration of the society or Limited Company. |
| d. | Rs. 2,000/- | for proportionate share of taxes and other charges. |
| e. | Rs. 7,000/- | towards cable lying charges |
| f. | Rs. 1,500/- | towards water connection deposit. |
| g. | Rs. 500/- | towards MSEB deposit. |
| h. | Rs. 3000/- | towards development charges, security fee and security deposit. |
| i. | Rs. 3000/- | contribution towards outgoings for period of 6 months. |

TOTAL Rs. 19,260/-



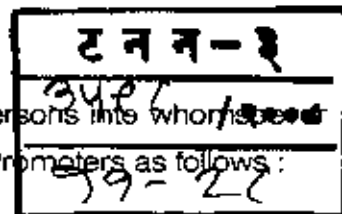
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17. The Promoters, if paid, shall utilise the sum of Rs. 2260/- paid by the Purchaser to the Promoters for meeting all legal cost, charges and expenses, including professional costs of the Attorney at - law / Advocate of the Promoters in connection with formation of the said society, or as the case may be Limited Company or other Corporate body preparing its rules, regulations and bye - laws and the cost of preparing this Agreement and the Conveyance or the assignment of lease.

18. At the time of registration the Purchaser shall pay to the Promoters the Purchaser's share of stamp duty and registration charges payable, if any, by the said society or Limited Company on the Lease and document or instrument of transfer in respect of the said land and the building to be executed in favour of the society or limited company or the corporate body (ies).

19. The Purchaser/s or himself/ themselves with intention to bring all persons into whose hands the said premises may come, both hereby covenant with the Promoters as follows :



a. To maintain the said premises at Purchaser's own cost in good tenable repair and condition from date of taking possession of the said premises and shall not do or suffered to be done anything in or to the building in which the said premises is situated, staircase or any passages which may be against the rules, regulations or bye - laws of the concerned local or any other Authority or change / alter or make addition in or to the building in which the said premises is situated and in the said premises itself or any part thereof.

b. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which said premises is situated or storing of which goods is objected by the concerned local or other authorities and shall not carry or cause to be carried on the balconies or upper floors which may damage or likely to damage the staircase, common passages or any other structures of the building in which the said premises is situated and in any case any damage is caused to the building in which the said premises is situated or the said premises an account of negligence or default of the Purchaser in this behalf the Purchaser shall be liable for the consequences of the breach.

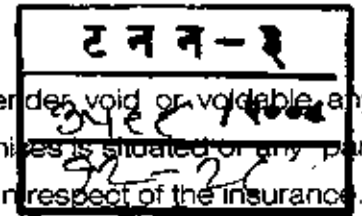
c. To carry at his own cost all internal repairs to the said premises and maintain the said premises in the same conditions, state and order in which it was delivered by the Promoters to the Purchaser and shall not do suffering to be done anything in or to the building in which may be given the rules 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.

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d. Not to demolish or cause to be demolished the said premises or any part thereof, now at any time make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said premises situated and shall keep portion \, sewers, drains, pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the said premises is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC Pardi or other structural members in the said premises without the prior written permission of the Promoters and / or the society or the Limited Company or other corporate bodies.

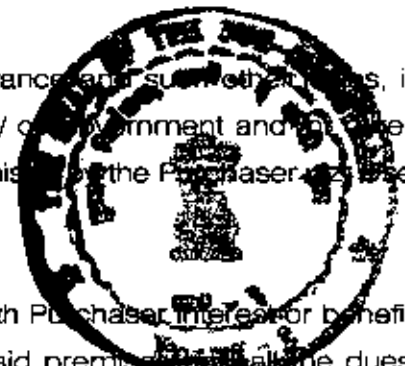
e. Not to do or permit to be done and Act or thing which may render void or voidable any insurance of the said land and the building in which the said premises is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.



f. No to throw dirt, rubbish, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said land and the building in which the said premises is situated.

g. Pay to the Promoters within 7 days of demand by the Promoters, his share of security deposit demanded by concerned local authority of Government for giving water, electricity or any other service connection to the building in which the said premises is situated.

h. To bear and pay increase in local taxes, water charges insurance and such other taxes, if any which are imposed by the concerned local authority and / or Government and of other public authority, on account of change of user of the said premises by the Purchaser or use for any purpose other than for residential purpose.



i. The Purchaser shall not let, sub - let transfer, assign or part with Purchaser interest or benefit factor of this Agreement or part with the possession of the said premises until the dues payable by the Purchaser to the Promoters under this Agreement are duly paid up and only if the Purchaser had not been guilty of Breach of or non - observance of any of the terms and conditions of this Agreement and until the Purchaser has obtained prior consent in writing of the Promoters.

j. The Purchaser shall observe and perform all the rules and regulations which the society or the limited company may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time for protection and maintenance of the said building and the said premises therein and for the observance and performance of the building rules - regulations and Bye - Laws for the time being the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society / Limited company regarding the

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occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoings in accordance with the terms of this Agreement.

k. Till the lease of the building in which said premises is situated is executed the Purchaser shall permit the Promoters and their surveyors and agents, with or without workmen and other at all reasonable times to enter into and upon the said and buildings or any part thereof to view and examine the state and condition thereof.

21. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise, or assignment in law of the said premises or of the said plot and building or any part thereof, the Purchaser shall have no claim save and expect in respect of the said premises here by agreed to be sold to him and open all open spaces, lobbies, staircases, terraces, recreation spaces etc., will remain the property of the Promoters until the said land and building is transferred to the Society / Limited company as hereinafter mentioned.

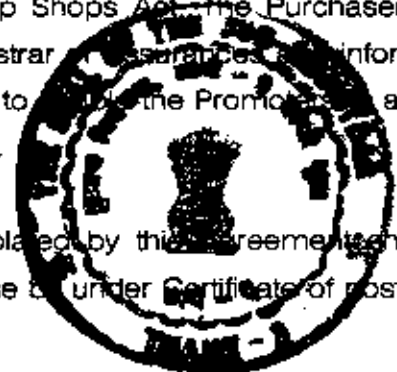
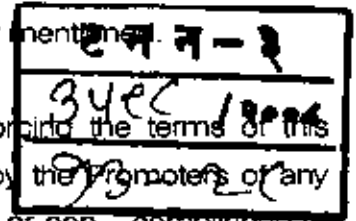
22. Any delay tolerated or indulgence show by the Promoters in enforcing the terms of this Agreement or any forbearance of giving of time to the Purchaser by the Promoters of any constructed as a waiver on the part of the Promoters of any breach or non-compliance of the terms and conditions of this Agreement by the Purchaser nor shall the same in any matter Prejudice the rights of the Promoters.

23. It is agreed that this Agreement shall be registered with the Sub - Registrar of Assurances at Navi Mumbai as required under Maharashtra Ownership Shops Act. The Purchaser shall lodge this Agreement for registration with the Sub - registrar of Assurances and inform the Promoters the serial no. under which it has been lodged to the Promoters appear before the Sub - registrar and admit the execution thereof.

24. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if send to the Purchase under Certificate of posting at his / her address specified below :

B - 18, Damodar Bhavan, V.P. Road, Vile Parle (West), Mumbai - 400 056.

25. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace shops in the said building, if any shall belong exclusively to the respective Purchaser of the terrace shop and such terrace space are intended for the exclusive use of their respective terrace shop Purchaser. The said terrace shop shall not be enclosed by the Shop Purchaser till the permission in writing is obtained from the concerned local authority and the Promoters of the society, as the case may be, the Limited Company.



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26. The Promoters shall have the right to make additions, alterations raise storeys or put additional structures at any time as may be permitted by the Corporation and other competent Authorities, such additional alterations, structures and storeys and F.S.I. remaining unused will be sold property of the Promoters who will be entitled to use dispose it off in any way they choose and the Purchaser hereby consents to the same.
27. Provided that the Promoters do not in any effect or prejudice the right hereby granted in favour of the Purchaser in respect of the said Premises agreed to be Purchased by the Purchaser, the Promoters shall be at liberty to sell, mortgage or otherwise deal or dispose of their right, title and interest in the said land, hereditaments and the premises and the building construction/s and hereafter to be constructed thereon.
28. The Promoters shall, in respect of any amount payable by the Purchaser under the terms and conditions of the Agreement herein, will have a first line and charge on the said premises agreed to be acquired by the Purchaser.
29. The Purchaser hereby agrees that in the event of any amount paid by the way of premium to the Navi Mumbai Municipal Corporation or CIDCO or to any other state Government or betterment charges or development tax or any other charges of a similar nature becoming payable to the Promoters, the same shall be reimbursed by the Purchaser to the Promoters in proportion to the areas of the said premises agreed to be purchased by the Purchaser and in determining such amount the decision of the Promoters shall be conclusive and binding upon the purchaser.
30. The Purchaser hereby covenants with the Promoters to pay all amounts required to be paid by the Purchaser under this Agreement and to observe and perform the covenants contained in this Agreement and the covenants to be executed in favour of the Co-operative Housing Society (ies) or Incorporated body (ies) in respect of the said piece or parcel of land more particularly described in the Schedule hereunder written and the building thereon and to keep the building indemnified against the said payment and observe and perform the performance of the said covenants and conditions except so far as the same are to be observed by the Promoters.
31. If the Purchaser neglects, omits or fails in any manner whatever to pay to the Promoters any of the amount due and payable by the Purchaser under the terms and conditions of this Agreement (whether before or after the delivery of their possession) within the time herein specified or if the Purchaser shall in any other way fail to perform or observe any of the covenants and stipulations on his part thereto contained or referred to Promoters shall be entitled to re-enter and resume possession of the said premises and of everything whatsoever therein contained and this Agreement shall cease and stand terminated and the Earnest Money and other amounts already paid by the Purchaser to the Promoters shall stand forfeited to the Promoters and the Purchaser shall have no claim for refund or payment

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of the said earnest money and / or the said other amounts and the Purchaser hereby agrees to forfeit all his rights, title and interest in the said premises, all amount already paid and in such event the Purchaser shall be liable to be immediately ejected as trespasser but the right given by this clause to the Promoters shall be without prejudice to the other rights, remedies and claim, whatsoever prejudice to the other rights, remedies and claim, whatsoever at law or under this Agreement of the Promoters against the Purchaser.

32. All costs, charges and expenses in connection with the formation of Co-operative or Limited Company or Incorporated body or Condominium or apartments as well as cost of preparing, endorsing, stamping and registering of the Agreement, Conveyance or by the Purchaser as well as entire professional cost of the Advocate in preparing and approving all such documents shall be borne by the Purchaser only. The Purchaser shall immediately on demand made by the Promoters in this behalf pay his / her share in such costs and expenses without any delay. The Purchaser is fully aware of the provisions of the amended Mumbai Stamp and the Mumbai Stamp (Determination of true market value of the property rules, 1981). If any stamp duty already paid on this Agreement is required to be paid or is claimed by the Superintendent of Stamp / Vashi / Mumbai or concerned authority, the same shall be borne and paid by the Purchaser alone including the penalty if any. The Promoters shall not be liable to contribute anything towards the same or shall the Purchaser hold the Promoters liable and / or responsible towards the stamp duty. The Purchaser shall indemnify the Promoters against any claim form the stamp duty to the extent of the loss or damage that may be suffered by the Promoters. The Purchaser shall also fully reimburse the expenses that may be required to be incurred by the Promoters in consequences upon any legal proceeding that may be instituted by the authorities concerned against the Promoters for non - payment and / or under payment of stamp duty by the Purchaser.

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33. The said building shall be known as "TAPOVAN" and the name of the Co-operative society or Limited company or Incorporated Body to be formed shall bear the same name and this name shall not be changed without the prior written permission of the Promoters.

34. In the event of the Society (ies), Limited Company (ies), Incorporated Body (ies) or Condominium of Apartments being formed and registered before the sale and disposal by the Promoters of all the premises etc. in the said building the powers and authority of the said premises in the said building shall be subject to the overall control of the Promoters in respect of any matters covering the said building construction and completion thereto and all amenities, appertaining to the same and in particularly the Promoters shall have absolute authority and control as regards and unsold said premises of which the Agreement are cancelled at any stage some reason or other and the Promoters have the absolute authority regarding the disposal thereof.

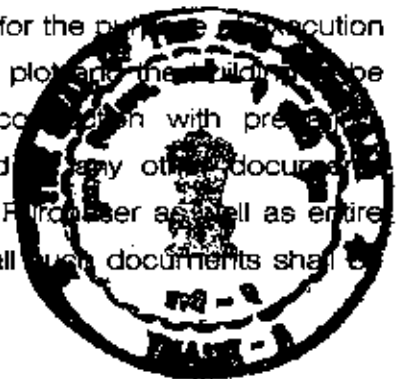
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35. The said Agreements dated 5th May, 1994, Allotment Letter of CIDCO, Commencement Certificate and all other documents, papers etc. shall form part and parcel of this Agreement and shall be so read and constructed as if the same have incorporated herein and the Purchaser shall abide by, observe and perform the covenants, conditions contained in the said aforesaid referred documents.
36. The Purchaser/s shall also pay the amount in full, if any to the Corporation (CIDCO) for getting its no objection for the transfer of the said premises from the name of the original member to the name of the Purchaser.
37. The Purchaser/s hereby agree/s and bind/s to pay the Promoters the stamp duty and registration charges pertaining to this Agreement and also bear and pay their/their proportionate contribution towards the stamp duty and registration charges that may have to be paid in respect of the Lease Deed / Deed of Assignment to be executed by CIDCO in favour of the Co-operative society or any other body as may be formed by the Purchaser/s herein and to the Purchaser/s of the premises in the said building. In case CIDCO shall execute the Lease Deed in favour of the Promoters, then the Promoters shall execute the Deed of Assignment in favour of the society or any other corporate body as aforesaid. In event the Purchaser/s shall also be liable to pay the proportionate stamp duty and registration charges are fixed by the Promoters in respect of both the Lease Deed and the Deed of Assignment / Transfer.
38. It is expressly agreed by and between the parties hereto that notwithstanding herein contained, if CIDCO charges any premium and / or any amount for the purchase and execution of the Deed of Lease by the CIDCO Ltd., in respect of the said plot and the building to be constructed thereon. All costs, charges and expenses in connection with preparing, endorsing, stamping and registering of the said Lease Deed and any other documents required to be executed by the Promoters or CIDCO or by the Purchaser as well as entire professional cost of the Advocate in preparing and approving all such documents shall be borne by the Purchaser only.
39. The terrace of the building including the parapet wall shall always remain the property of the Promoters and the Promoters shall also be entitled to display hoarding, neon signs or any other media or advertisement on the walls or the water tanks standing on the terrace and the Promoters shall be exclusively entitled to the income that may be derived by the display of the said advertisements. The Agreement with the Row - house / Shop Purchaser/s and all the Purchaser/s of the Row house / Shop in the said building shall be subjected to the aforesaid right of the Promoters who shall be entitled to use the terrace, including the parapet walls and the walls of the water tank herein for any purpose including the display of advertisement and sign boards. The right of the Promoters to put any form advertisement medium over the building, as may be permitted by the local authorities shall not be curtailed or in any way

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limited after the formation of the Co-operative society, as the case may be and the Lease Deed in its favour.

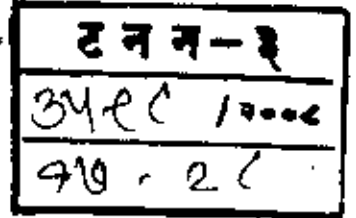
IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SCHEDULE OF PROPERTY

FIRSTLY :

ALL THAT piece and parcel of shop no : 3,4 & 5 on land bearing Plot no. A - 325 & A - 326 at Village Koperkhairane (G.E.S) Navi Mumbai containing by admeasurement 300 sq.mtrs. or thereabouts within the limits of Navi Mumbai Municipal Corporation within the Registration District Navi Mumbai.

SIGNED, SEALED AND DEVELOPED BY THE WITHNAMED "PROMOTERS"



MR. UMAKANT SHAH
DIRECTOR

31/11/2012

SIGNED, SEALED AND DELIVERED BY THE WITHNAMED "PURCHASER"

do

Mr. CHINTAN ARVIND KAPADIA

Kapadia Arvind



IN THE PRESENCE OF :

- 1.
- 2.

RECEIPT

RECEIVED of and from withnamed Purchaser a sum of Rs. One Lacs only being earnest money amount towards the consideration of the shop.

Reference : Ch.no : 150865 drawn on : ICICI Bank Ltd., Zaveri Bazar branch.

31/11/2012

Mr. Umakant Shah

TAPOVAN

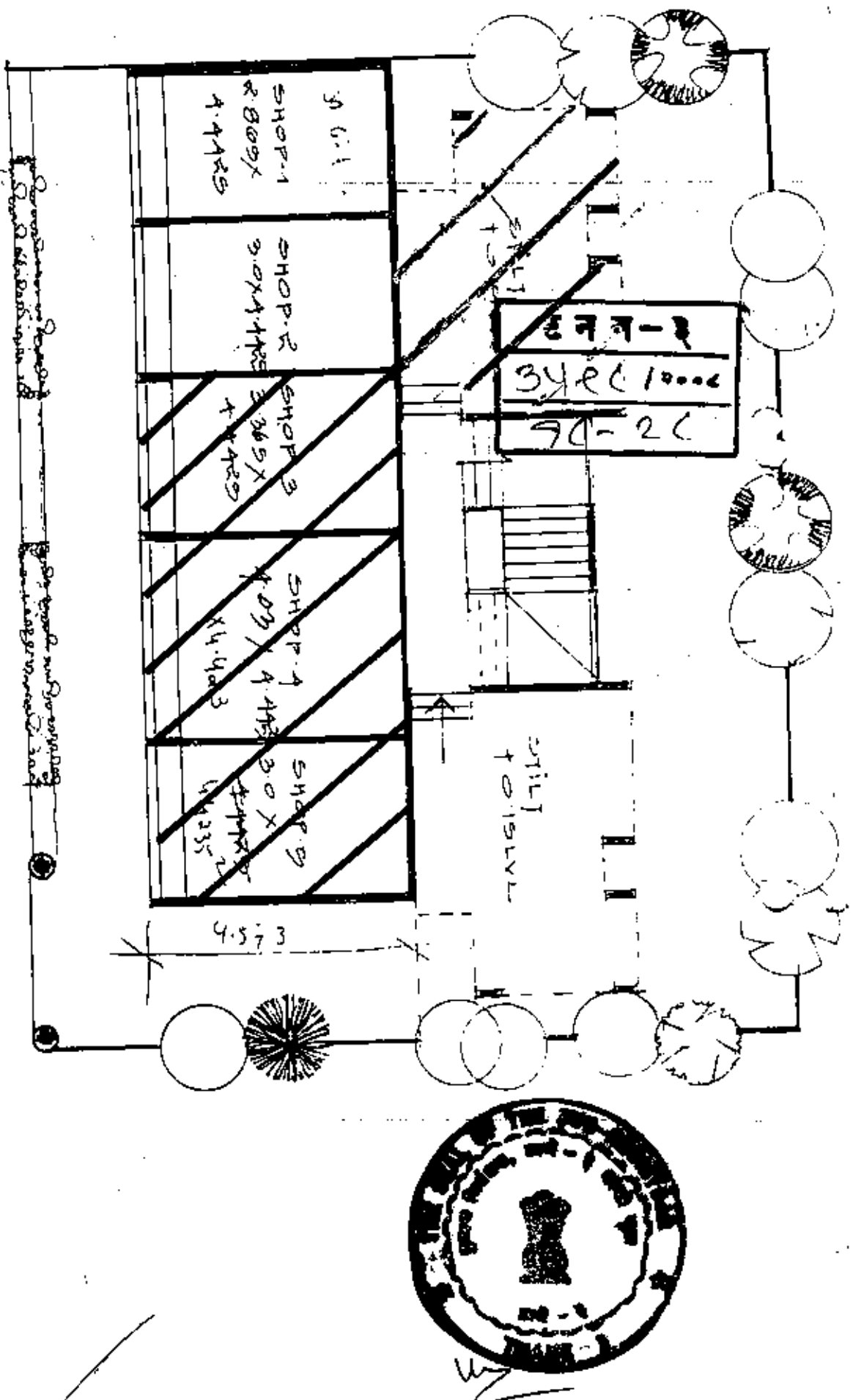
GROUP

GROUND FLOOR PLAN

TAPOVAN BUILDING, PLOT NO:

325 & 326, SECTOR-19,

ARCHITECT
RAJESH R C



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**नवी मुंबई
महानगरपालिका**

पश्चिम गाळ, बेलापुर भवन सी.बी.डी.,
नवी मुंबई - ४०० ६१४.
दूरध्वनी क्र.: ७५७ १७ ३३, ७५७ १७ २८
७५७ २५ ९१.
फॅक्स : ७५७ ३७ ८५

**Navi Mumbai
Municipal Corporation**

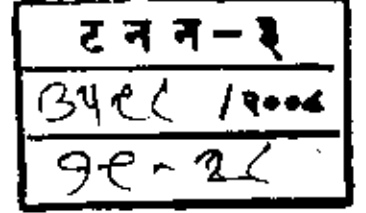
1ST FLOOR, BELAPUR BHAVAN, C.B.D.
NAVI MUMBAI - 400 614.
TEL NO. : 757 17 33, 757 17 28
757 25 91
FAX : 757 37 85

जा.क्र./नमुंमपा/नरवि/भो.प्र./ २७६३
दिनांक :- १२/६ /२००२.

प्रति,

मेसर्स तपोवन कन्सलटंसी प्रा.लि.,

भूखंड क्र.- ३२५, ३२६, सेक्टर-१९, गा.वि.यो., कोपर खैरणे,
नवी मुंबई.



नस्ती क्र.-नमुंमपा/वि.प्र.क्र.-३४७/९८

विषय- भूखंड क्र- ३२५, ३२६, सेक्टर-१९, गा.वि.यो., कोपर खैरणे, नवी मुंबई
येथे भोगवटा प्रमाणपत्र मिळणेबाबत.

संदर्भ- आपले वास्तुविशारद यांचा दि.-३७-०८-९९ रोजीचा अर्ज.

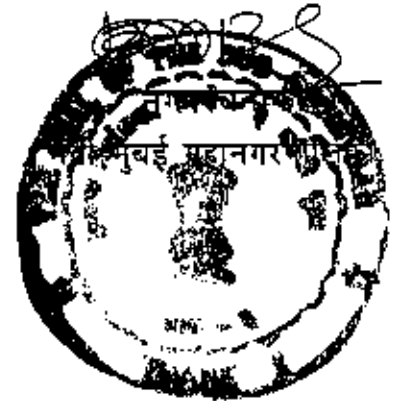
महोदय,

उपरोक्त संदर्भाधिन विषयाबाबत भूखंड क्र.३२५, ३२६, सेक्टर-१९, गा.वि.यो., कोपर खैरणे,
नवी मुंबई येथे रहिवास आणि वाणिज्य वापरसाठी भोगवटा प्रमाणपत्र (ऑक्युपन्सी सर्टीफिकेट) या
पत्रासोबत जोडले आहे.

आपला

प्रत माहितीसाठी:-

- १) राजेश आर.सी., वास्तुविशारद
१,१३, महावीर सेंटर, से.१७, चाशी, नवी मुंबई.
- २) उप-आयुक्त-उपकर, नमुंमपा, तुर्भे.
- ३) उपकर निर्धारक व संकलक, नमुंमपा, तुर्भे.
- ४) विभाग अधिकारी नमुंमपा, कोपर खैरणे.





नवी मुंबई
महानगरपालिका

पहिला मज्जा, बेलपूर भवन सी.बी.डी.,
नवी मुंबई - ४०० ६१४.
दूरध्वनी क्र.: ७५७ १७ ३३, ७५७ १७ २८
७५७ २५ ११.
फॅक्स : ७५७ ३७ ८५

**Navi Mumbai
Municipal Corporation**

1ST FLOOR, BELAPUR BHAVAN, C.B.D.
NAVI MUMBAI - 400 614.
TEL NO. : 757 17 33, 757 17 28
757 25 91
FAX : 757 37 85

जा.क्र./नमुंमपा/नरवि/भो.प्र./२७६३
दिनांक : १४/६/२००८

भोगवटा प्रमाणपत्र

ट न न-३

३५२८/१००८

२०-२८

नवी मुंबई येथील भूखंड क्र.- ३२५,३२६, सेक्टर-१९, गा.वि.यो., कोपर खेरण, नवी मुंबई,
या जागेचे मालक मेसर्स तपोवन कन्सलटंसी प्रा.लि., यांनी जागेवरील बांधकाम दि.-१४-०७-९९ रोजी
पूर्ण केलेले आहे. त्याबाबतचा दाखला संबंधीत वास्तुविशारद, राजेश आर.सी., यांनी सादर केलेला
आहे. सादर जागेची पाहणी दि.- १६-०९-९९ रोजी वास्तुविशारदसह करण्यात आलेली आहे. जागेवरील
बांधकाम विकास नियंत्रण नियमावलीतील तरतुदीनुसार करण्यात आलेले असून बांधकाम प्रारंभ
प्रमाणपत्र दि.- २९-०७-९८ मध्ये नमूद केलेल्या शर्तीप्रमाणे पूर्णता केलेली आहे. त्यामुळे सादर जागेत
रहिवास आणि वाणिज्य वापर करण्यास हरकत नाही. क्षेत्रफळाचा तपशील खालीलप्रमाणे आहे.

रहिवासाखालील बांधकाम क्षेत्र :- ३७८.९३ चौ.मी.

वाणिज्यखालील बांधकाम क्षेत्र :- ६७.५० चौ.मी.

एकूण... :- ४४६.४३ चौ.मी.



नगररत्नकार

नवी मुंबई महानगरपालिका.

MANISH P. JAGANI

B.Com., DTPTM, LL.B.

ADVOCATE HIGH COURT

OFF: 82/84, MASJID BUNDER ROAD, ABOVE SATKAR RESTAURANT, 2ND FLOOR,
MUMBAI-400 003. TEL.: 375 22 70 / 371 30 18

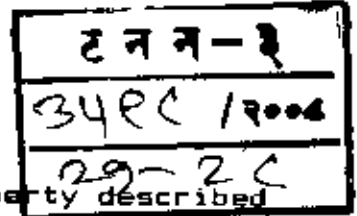
RES.: 15, JAY NIKETAN, 16TH ROAD, KHAR (W), MUMBAI-400 052. TEL.: 604 74 30 / 604 00 67

Ref: _____

Date: 3/06/1999

TITLE CERTIFICATE


TO WHOM SO EVER IT MAY CONCERN



I have investigated the title of the property described in the Schedule annexed hereto for my client M/S. Tapovan Consultancy Pvt. Ltd.

From the Documents viz : (i) Agreement to lease dated 28-02-1994 between City and Industrial Development Corporation of Maharashtra Ltd. (CIDCO) and Smt. Subhadra Shivram Mahtre, (ii) Agreement to lease dated 28-02-1994 between City and Industrial Development Corporation of Maharashtra Ltd. (CIDCO) and Smt. Ramubai Tukaram Patil, and (iii) Tripartite agreement dated 31-05-1999 Between (a) City and Industrial Development Corporation of Maharashtra Ltd. (CIDCO), (b) Smt. Subhadra Shivram Mahtre (c) Smt. Ramubai Tukaram Patil and (d) M/S. Tapovan Consultancy Pvt.Ltd., I have to report as under :

That the City and Industrial Development Corporation of Maharashtra Ltd., is a Company within the meaning of the Companies Act, 1956 (hereinafter referred to as "CIDCO Ltd.") having its registered office at Nirmal Building, 2nd floor, Nariman Point, Mumbai - 400 021.

That the CIDCO has been declared as a New Town Development Authority under the provisions of Sub-Section 3-A of
..... 2... 

MANISH P. JAGANI

B.Com., DTPTM, LL.B.

ADVOCATE HIGH COURT

OFF: 82/84, MASJID BUNDER ROAD, ABOVE SATKAR RESTAURANT, 2ND FLOOR,
MUMBAI-400 003. TEL.: 375 22 70 / 371 30 18

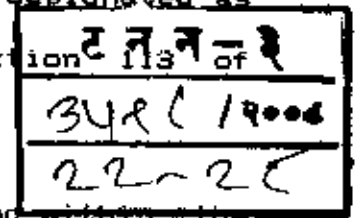
RES.: 15, JAY NIKETAN, 16TH ROAD, KHAR (W), MUMBAI-400 052. TEL.: 604 74 30 / 604 00 67

Ref: _____

-2-

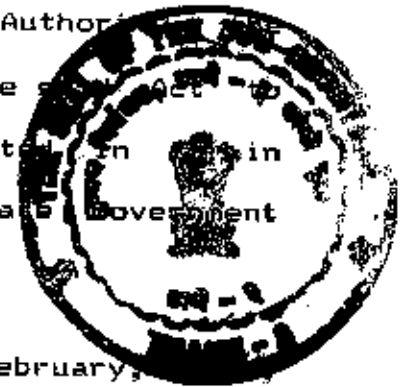
Date: _____

Section 113 of (Maharashtra Regional and Town Planning Act 1966) (Maharashtra Act No. XXXVIII of 1966 hereinafter referred to as "the said Act") for the New Town of New Bombay by Government of Maharashtra in exercise of its powers for the area designated as site for the New Town under Sub-Section (i) of section 113 of the said Act.



That the state Government has acquired land within the designated area of New Bombay and vested the same in CIDCO by Order duly made in that behalf as per the provisions of Section 113 of the said Act.

That by virtue of being the Development Authority CIDCO has been empowered under Section 118 of the said Act to dispose off any land acquired by it or vested in it in accordance with the proposal approved by the state Government under the Said Act.



WHEREAS by an agreement dated 28 th February, 1966, Immovable property consisting of Plot No. 325 admeasuring 150 Sq. mtrs situated at Koperkhairne, Navi Mumbai, Tal. & Dist. Thane, is allotted by CIDCO Ltd. under Gaothan Expansion Scheme on lease basis for 90 years in favour of Smt. Subhadra Shivram Mahtre, hereinafter referred to as the Original Licensee and the Original Licensee agreed to accept the lease of above plot on the terms and conditions specified therein.

.....3.....

AS

MANISH P. JAGANI

B.Com., DTPTM, LL.B.

ADVOCATE HIGH COURT

OFF: 82/84, MASJID BUNDER ROAD, ABOVE SATKAR RESTAURANT, 2ND FLOOR,
MUMBAI-400 003. TEL.: 375 22 70 / 371 30 18

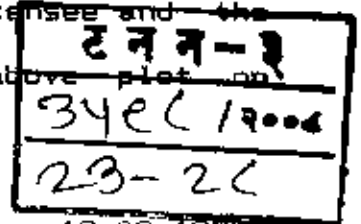
RES.: 15, JAY NIKETAN, 16TH ROAD, KHAR (W), MUMBAI-400 052. TEL.: 604 74 30 / 604 00 67

Ref: _____

-9-

Date: _____

WHEREAS by an agreement dated 28th day of February, 1994, immovable property consisting of Plot No. 326 admeasuring 150 Sq. mtrs situated at Koperkhairne, Navi Mumbai, Tal. & Dist. Thane, is allotted by CIDCO Ltd. under Gaothan Expansion Scheme on lease basis for 90 years in favour of Smt. Ramubai Tukaram Patil, hereinafter referred to as the Original Licensee and the Original Licensee agreed to accept the lease of above plot on the terms and conditions specified therein.



Vide: letter dated 17-02-1998 and 19-03-1998, Smt. Subhadra Shivram Mahtre, the owner of plot No.325 admeasuring 150 Sq. mtrs, and Smt. Ramubai Tukaram Patil, the owner of plot No. 326 admeasuring 150 Sq. mtrs, approached the CIDCO Ltd. to issue no objection in respect of construction of both the plots jointly. And vide letter dated 04-1998, CIDCO Ltd. allowed the Owners to do construction work jointly subject to conditions laid down by the CIDCO Ltd. in the above letter.



The Original Licensees Smt. Subhadra Shivram Mahtre and Smt. Ramubai Tukaram Patil requested the CIDCO Ltd. to grant permission to transfer and assign their rights and interests in/or benefits under the said agreement dated 28-02-94 pertaining to plot No. 325 and No. 326 admeasuring 150 Sq. mtrs. each, at Koperkhairne, to M/S. TAPUVAN CONSULTANCY PVT.LTD.

.....4.....

MANISH P. JAGANI

B.Com., DTPTM, LL.B.

ADVOCATE HIGH COURT

OFF.: 82/84, MASJID BUNDER ROAD, ABOVE SATKAR RESTAURANT, 2ND FLOOR,
MUMBAI-400 003. TEL.: 375 22 70 / 371 30 18

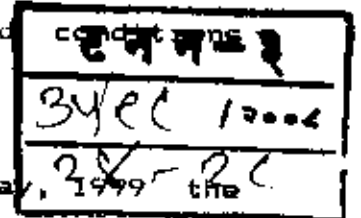
RES.: 15, JAY NIKETAN, 16TH ROAD, KHAR (W), MUMBAI-400 052. TEL.: 604 74 30 / 604 00 67

Ref.: _____

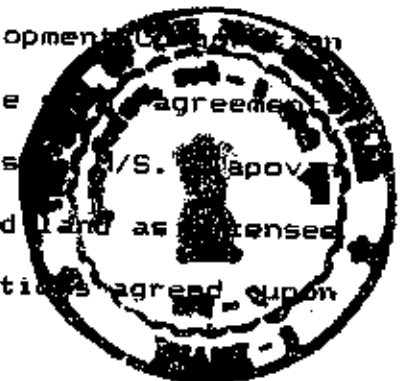
-4-

Date: _____

Vide letter Dated 24-05-1999 The CIDCO Ltd. granted the permission to the original Licensees to transfer and assign its rights and interests in or benefits under the agreement dated 28-02-1994 to M/S. Tapovan Consultancy Pvt.Ltd., hereinafter referred to as the New Licensee, on the terms and conditions stated therein.



By an Tripartite Agreement dated 31st day of May, 1999 the Original Licensees have transferred and assigned their rights and interests in or benefits under the agreement dated 28th day of February, 1994 to the New Licensee M/S. Tapovan Consultancy Pvt. Ltd. on the terms and conditions contained in the said agreement, whereby the City & Industrial Development Corporation of Maharashtra Ltd. was confirming party in the said agreement. The Original Licensees have put the New Licensee M/S. Tapovan Consultancy Pvt.Ltd., in possession of the said land as licensee for development thereof on the terms and conditions agreed upon in the said Tripartite Agreement.



In view of the above I hereby Certify that the title of the property described in the Schedule hereunder written is free from reasonable doubts clear and marketable.

SCHEDULE

All that piece or parcel of Land bearing plot No. 325 and 326, both admeasuring 300 Sq. mtrs. or thereabouts situate lying and being at Koperkhairne, Navi Mumbai, Tal & Dist. Thane within

.....

MANISH P. JAGANI

B.Com., DTPTM, LL.B.

ADVOCATE HIGH COURT

OFF.: 82/84, MASJID BUNDER ROAD, ABOVE SATKAR RESTAURANT, 2ND FLOOR,
MUMBAI-400 003. TEL.: 375 22 70 / 371 30 18

RES.: 15, JAY NIKETAN, 16TH ROAD, KHAR (W), MUMBAI-400 052. TEL.: 604 74 30 / 604 00 67

Ref.: _____

-4-

Date: _____

Vide letter Dated 24-05-1999 The CIDCO Ltd. granted the permission to the original Licensees to transfer and assign its rights and interests in or benefits under the agreement dated 28-02-1994 to M/S. Tapovan Consultancy Pvt.Ltd., hereinafter referred to as the New Licensee, on the terms and conditions stated therein.

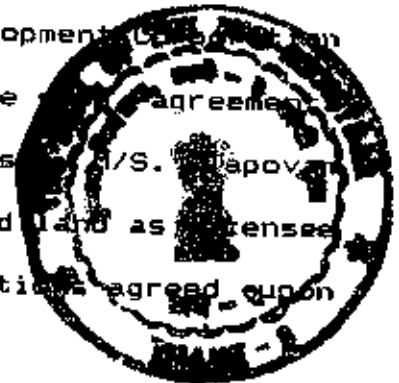
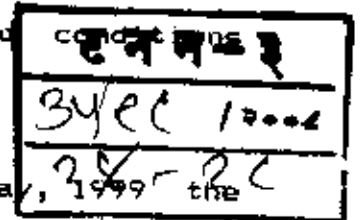
By an Tripartite Agreement dated 31st day of May, 1999 the Original Licensees have transferred and assigned their rights and interests in or benefits under the agreement dated 28th day of February, 1994 to the New Licensee M/S. Tapovan Consultancy Pvt. Ltd. on the terms and conditions contained in the said agreement, whereby the City & Industrial Development Corporation of Maharashtra Ltd. was confirming party in the said agreement. The Original Licensees have put the New Licensee M/S. Tapovan Consultancy Pvt.Ltd., in possession of the said land as licensee for development thereof on the terms and conditions agreed upon in the said Tripartite Agreement.

In view of the above I hereby Certify that the title of the property described in the Schedule hereunder written is free from reasonable doubts clear and marketable.

SCHEDULE

All that piece or parcel of Land bearing plot No. 325 and 326, both admeasuring 300 Sq. mtrs. or thereabouts situate lying and being at Koperkhairne, Navi Mumbai, Tal & Dist. Thane within

.....S.....



MANISH P. JAGANI

B.Com., DTPTM, LL.B.

ADVOCATE HIGH COURT

OFF.: 82/84, MASJID BUNDER ROAD, ABOVE SATKAR RESTAURANT, 2ND FLOOR,
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RES.: 15, JAY NIKETAN, 16TH ROAD, KHAR (W), MUMBAI-400 052. TEL.: 604 74 30 / 604 00 67

Ref.: _____

Date:5....

--5--

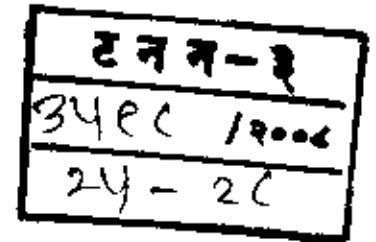
the limits of Navi Mumbai Municipal Corporation within the
Registration District Vashi.

ON North : Plot No. 281

ON South : 9 Sq. Mtr. wide Road

ON West : Plot No. 324

ON East : Plot No. 327



Dated this 3rd day of June, 1999.

Yours Truly,

(MANISH JAGANI)
ADVOCATE



Election Commission Of India
 भारतीय निर्वाचन आयोग
IDENTITY CARD

59/230/1983/82



Father's Name
 पिता का नाम
 Mother's Name
 माता का नाम
 Husband's Name
 पति का नाम
 Sex
 लिंग
 Date of Issue
 दिनांक

Address/पता 146 Dhangarwadi, (Rajpuri)

Jalgaon
 Dist. Ahmednagar

३४६ धनगरवाडी, (राजपुरी)

ता. नगर

जि. अहमदनगर

C. P. Singh

Election Registration Officer
 मतदाता रोज़नी अधिकारी

For AHMEDNAGAR District (Maha. State)
 अहमदनगर विधानसभा पर्यवेक्षण अधिकारी

Place/स्थान Ahmednagar

अहमदनगर

Date/दिनांक 30/1/94

This card may be used as an identity card
 under different Government schemes

इस पर शासनाधीन विभिन्न योजनाओं की ओर अभ्यर्थन प्रस्ताव
 उपरोक्त अंगणवा देल.

एन-३
 ३५६८/२००६
 २६-२८

DRIVING LICENCE FORM 8
 (See Rule 18(1))
Driving Licence
 MB 04/BB/36731/96
 Date of issue 16/10/96

Name of the Licence Holder
 Kinjal
 (Son) / daughter of
 Satish The...



16/06/2008

दुय्यम निबंधक:

दस्त गोषवारा भाग-1

टनन3

दस्त क्र 3598/2008

3:18:57 pm

टाणे 3

218-2C

दस्त क्रमांक : 3598/2008

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	<p>नाम: चित्तन अराविंद कपाडिया - -</p> <p>पत्ता: घर/फ्लॅट नं: बी-18</p> <p>गल्ली/रस्ता: -</p> <p>ईभारतीचे नाव: दामोदन मयन</p> <p>ईभारत नं: -</p> <p>पेठ/वसव्हत: विलेपार्ले</p> <p>शहर/गाव: -</p> <p>तालुका: मुंबई</p> <p>पिन: -</p> <p>पॅन नम्बर: AAZPK4670B</p>	<p>लिहून देणार</p> <p>वय 28</p> <p>सही</p> <p><i>Kapadia Ats</i></p>		
2	<p>नाम: उमरकांत शाह - -</p> <p>पत्ता: घर/फ्लॅट नं: -</p> <p>गल्ली/रस्ता: एपीएमसी मार्केट 1</p> <p>ईभारतीचे नाव: -</p> <p>ईभारत नं: -</p> <p>पेठ/वसव्हत: वारी</p> <p>शहर/गाव: -</p> <p>तालुका: नवी मुंबई</p> <p>पिन: -</p> <p>पॅन नम्बर: AECPS3207H</p>	<p>लिहून देणार</p> <p>वय 48</p> <p>सही</p> <p><i>Umar Kant Shah</i></p>		





दस्त गोषवारा भाग - 2

दनन3

दस्त क्रमांक (3598/2008)

25-25

दस्त क्र. [दनन3-3598-2008] चा गोषवारा
बाजार मुल्य : 1650000 मोबदला 1851000 भरलेले मुद्रांक शुल्क : 82550

पावती क्र.: 3687 दिनांक: 16/06/2008
पावतीचे वर्णन
नांव: चिंतन अरविंद कपाडीया - -

दस्त हजर केल्याचा दिनांक : 16/06/2008 03:12 PM
निष्पादनाचा दिनांक : 16/06/2008
दस्त हजर करणा-याची सही :

Handwritten signature

16510 : नोंदणी फी
560 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

17070: एकूण

Handwritten signature
दु. निष्पादनाची सही, वर्ण 3

दस्ताचा प्रकार : 25) करारनामा
शिक्षा क्र. 1 ची वेळ : (सादरीकरण) 16/06/2008 03:12 PM
शिक्षा क्र. 2 ची वेळ : (फी) 16/06/2008 03:17 PM
शिक्षा क्र. 3 ची वेळ : (कबुली) 16/06/2008 03:18 PM
शिक्षा क्र. 4 ची वेळ : (ओळख) 16/06/2008 03:18 PM

दस्त नोंद केल्याचा दिनांक : 16/06/2008 03:18 PM

ओळख :

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

1) गच्छिंद्र कचरे- , घर/प्लॉट नं: -

गल्ली/रस्ता: से 19

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/धसाहत: वाशी

शहर/गाव: -

तालुका: -

पिन: -

2) किंजल ठाकरे- , घर/प्लॉट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: से 29

ईमारत नं: -

पेठ/धसाहत: -

शहर/गाव: वाशी

तालुका: -

पिन: -

Handwritten signature

Handwritten signature



Handwritten signature
दु. निष्पादनाची सही
वर्ण 3

प्रमाणित करणारा येते की
...
Handwritten signature
...



मुद्रांक क्रमांक 13466
...
Handwritten signature
...
...
... 96 ... 2008



दुय्यम निबंधक: ठाणे 3

दस्तावेजांक व वर्ष: 3598/2008

नोंदणी 53 अ

Monday, June 16, 2008

सूची क्र. दोन INDEX NO. II

Regn. 63 m.e

3:19:15 PM

गावाचे नाव : कोपरखैरणे

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 1,651,000.00
बा.भा. रु. 1,850,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: तपोवन, शॉप नंबर 3,4,5, तळमजला, प्लॉट नंबर ए325, ए326, सेक्टर 19, कोपरखैरणे नवी मुंबई
- (3) क्षेत्रफळ (1) 493 स्वे फुट कार्पेट
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा द्याणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) उमाकांत राव - ; घर/फ्लॅट नं: -; गल्ली/रस्ता: एपीएमसी मार्केट 1; इमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: वाशी, शहर/गाव: -; तालुका: नवी मुंबई; पिन: -; पॅन नम्बर: AECPS3207H.
- (6) दस्तऐवज करून देण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा द्याणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, यादीचे नाव व संपूर्ण पत्ता (1) चित्तू अरविंद कपोदीया - ; घर/फ्लॅट नं: बी-18; गल्ली/रस्ता: -; इमारतीचे नाव: दामोदन शंभर, इमारत नं: -; पेठ/वसाहत: विलेपार्ले; शहर/गाव: -; तालुका: मुंबई; पिन: -; पॅन नम्बर: AAZPK4870H.
- (7) दिनांक करून दिल्याचा 16/06/2008
- (8) नोंदणीचा 16/06/2008
- (9) अनुक्रमांक, खंड व पृष्ठ 3598 /2008
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 82550.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 16510.00
- (12) शेर

दुय्यम निबंधक वर्ष 3 ठाणे 3

