



Thursday, August 16, 2012
4:53:29 PM

P/Adm

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 7077

गावाचे नाव दहिसर

दिनांक 16/08/2012

दस्ताऐवजाचा अनुक्रमांक वदर5 - 07069 - 2012

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: वल्लभभाई वशरामभाई इटालिया - -

नोंदणी फी

30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),
रुजधात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (96)

1920.00

एकूण रु.

31920.00

आपणास हा दस्त अंदाजे 5:08PM ह्या वेळेस मिळत

[Signature]
दुय्यम निबंधक
घोरीवली 2 (काठिबली)

बाजार मुल्य: 5184000 रु. मोबदला: 7160000 रु.

भरलेले मुद्रांक शुल्क: 358000 रु.

दुय्यम निबंधक घोरीवली-२

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: अक्सिस बँक लि, घोरीवली ८ ;

डीडी/धनाकर्ष क्रमांक: 146177; रक्कम: 30000 रु.; दिनांक: 16/08/2012

REGISTERED ORIGINAL DOCUMENT
✓ LEVERAGED 08/8/12

Customer Copy

Deposit Slip, Borivali (West), Mumbai - 40 Date 14/8/22

Pay to: AXIS BANK LTD. A/C STAMP DUTY

Franking Value	Rs.	<u>2,50,000</u>
Commission	Rs.	<u>30</u>
Total	Rs.	<u>5,50,000</u>

Name of Stamp duty paying party:
AXIS BANK LTD. BORIVALI (W. BR.)
14 AUG 2022

TRANS


D.D. / Cheque No.: 212482

Drawn on Bank: AXIS BANK LTD
(BORIVALI)

For AXIS BANK LTD

Trans ID
Franking Sr. No. 30000

Officer/Authorized Signatory



बदर - 41

1008 E. 19

2022

अपट नुसक प्रतीत अस्तु कायदत लेमि खाती मगासल
एच.एम.एम. / कायदत मोगात मधिखण्णाली दुमिनाखन
संयक साधून, नेळ चरी कर कायदत मगासल.

लिपीक

सह, दुस्यम निबंधक
बोरीगा. क्र. २

NATURE OF DOCUMENT	Agreement for sale
REGISTRABLE/NON REGISTRABLE	REGISTRABLE
REGISTRATION NO.	60154
REGISTRATION DISTRICT	Bo-2
NAME OF OTHER PARTY	MANJUBEN ITALIA RUSTOMJEE BUILDCON PVT
IF THROUGH NAME & ADDRESS	-
STAMPED AMOUNT (IN FIGURES)	RS 358000
AMOUNT (IN WORDS)	Rs Three Lacs fifty eight thousand only.

Byne



कायदत मोगात 20/11/2011

M.V.I.

L

THIS AGREEMENT is made and entered into this 16th day of AUGUST, 2012, BETWEEN **RUSTOMJEE BUILDCON PVT. LTD.**, a company incorporated under the Companies Act, 1956 and having its registered office at 702, Natraj, M. V. Road Junction, Western Express Highway, Andheri (East), Mumbai 400 069, hereinafter called "**THE PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **FIRST PART**: AND **MR. BOMAN RUSTOM IRANI**, Indian inhabitant, residing at Ideal Farm, West of Railway lines, Dahisar (W), Mumbai 400 068, hereinafter called the "**CONFIRMING PARTY**" (which expression shall unless it repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and assigns) of the **SECOND PART**: AND (i) **Mr. Vallabhbai Vasharambhai Italia & (ii) Mrs. Manjuben Vallabhbai Italia**, Indian inhabitants having their address for the purpose of these presents as 2/A/11, Rustomjee Regency Off. J. S. Road, Dahisar (W), Mumbai - 400 068 hereinafter called "**THE PURCHASERS**", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and assigns) of the **THIRD PART**.



बदर - ५/
60154
2012

For AXIS BANK LTD
Authorized Signatory

Axis Bank Ltd.
702, Natraj, Western Express Highway,
Andheri (East), Mumbai - 400 069

SHRI 69154
196497
M03580000-996392
18/22
AUG 14 2012

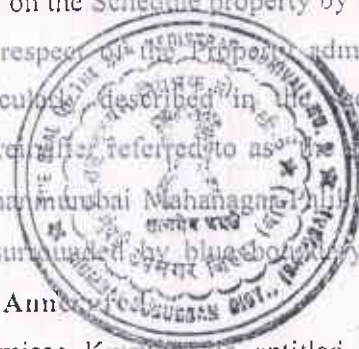
कायदत मोगात 27/11/2011

M.V.I.

L

WHEREAS :-

- ✓
- 67/97
m.v.I
- A) The Confirming Party herein is the owner and is absolutely seized and possessed of or otherwise well sufficiently entitled to all that piece or parcel of and or ground containing by admeasurements 18,723.9 Sq. Meters or thereabouts situate, lying and being at Dahisar, Taluka Borivali in the registration District and Sub-district of Mumbai and more particularly described in the First Schedule hereunder written. The Said property is delineated by red colour on the Plan hereto annexed and marked Annexure I (hereinafter referred to as "the Schedule property");
- B) The Schedule property is in residential zone and part of the property of the Confirming Party out of the bigger plot of land admeasuring 57,375.74 Sq. meters (hereinafter referred to as the bigger property).
- C) The Confirming Party has entered into an Agreement dated 21st March 1996 with Keystone Realtors Pvt. Ltd., (Keystone) a company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at Ideal Farm, Dahisar (West), Mumbai 400 068, hereinafter referred to as "the said Agreement" whereby Keystone is entitled to put up construction on the Schedule Property. It is provided in the Agreement that Keystone and the Confirming Party will execute Agreements for Sale jointly.
- D) Keystone has prepared the layout plan in respect of the Schedule property for construction of 7 (Seven) more buildings. The said layout plan is tentative and Keystone is entitled to make changes therein as may be decided by the Confirming Party and Keystone from time to time determined including construction of additional buildings i.e. more than 7 buildings as may be permitted to be constructed on the Schedule property by the concerned Authorities;
- E) Layout in respect of the Property admeasuring 798.76 sq.meters more particularly described in the second schedule hereunder written, hereinafter referred to as "the said property" is approved by the Brihanmumbai Mahanagar Palika under No. 1008 E/3 on the plan hereto annexed as Annexure II. The said property is shown surrounded by blue boundary line.
- 67/97
m.v.I
- F) In the premises Keystone is entitled to construct building or buildings on the schedule property in accordance with the building plans to be prepared by Keystone in consultation with the Confirming Party as and may be approved by the Brihan Mumbai Mahanagar Palika (Corporation) and other concerned Authorities
- ✓



No. 1008 E/3	
1008 E	3
25/3/96	

with modification thereto as may, from time to time, be made by Keystone in consultation with the Confirming Party and which may be approved by the Brihan Mumbai Mahanagar Palika on submission thereof to it;

G) The Corporation has sanctioned plans and has issued IOD dated 25/6/98 bearing No.CHE/A-1084/BS(WS)/AR and Commencement Certificate dated 29/08/98 bearing No.CHE/A-1085/BP(WS)/AR for construction of one building with wings A, B & C consisting of stilt, ground and several upper stories utilising FSI about 11182.66 sq. mtrs., to be constructed as Building No. II and to be known as, "Rustomjee Regency Building No. II" and hereinafter referred to as "the said building". This Agreement is only in respect of the Flats in the said building and not relating to the remaining part and/or the any portion of the Schedule Property and/or the building/buildings to be constructed on the balance of the Schedule property. Keystone reserve their rights to obtain and utilize Transferable Development Right (TDR) from any other property as also FSI of any nature available at present or in future in respect of the said property and part or portion thereof and to use and consume on the said building and/or any other buildings;

H) Keystone is also entitled to utilize any other FSI which may be acquired by them including by purchasing the TDR as per Development Control Rules, 1991 and amend the plans for putting up additional construction/additional wings/additional floors and buildings after utilizing TDR FSI on the said property and/or any part thereof ;

I) Keystone has entered into a prescribed Agreement by Council of Architect with the Architect M/s. H. M. Jhaveri & Sons registered with the Council of Architect and also appointed Mr. Navin C. Shah as Structural Engineers for preparing structural designs and drawings and specifications of the said building and the Flat Purchasers accept the professional supervisions of the said Architect and the said structural Engineers till the completion of the building unless otherwise changed by the Confirming Party; Keystone ;

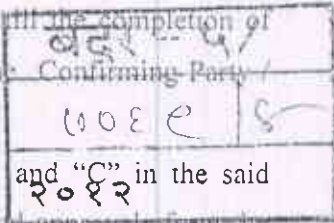
J) Keystone has constructed wings "A", "B" and "C" in the said Building in accordance with all sanctions and approvals from the Corporation and completed the construction of the said building. A copy of the Occupation Certificate dated 17.01.2003 issued by the Corporation in respect of the said building is annexed and marked hereto as Annexure "II"

CH CH

M.V.I.

CH CH

M.V.I.



K) Pursuant to the combined Order dated 10.07.2009 passed by Hon'ble High Court, Mumbai in Company Petition No. 190/2009 connected with Company Application No. 225/2009 with Company Petition No. 191/2009 connected with Company Application No. 226/2009, Keystone has demerged the development and construction of the said building Project with the Promoters herein. A copy of the combined Order dated 10.07.2009 is annexed and marked hereto as **Annexure "VI"**

चलान
म.व. I, L)

The Flat Purchasers have demanded from the Promoters and the Promoters have given inspection to the Flat Purchasers of all documents of title relating to the said property, the plans, designs and specifications prepared by the Promoters Architect (M/s. H. M. Jhaveri & Sons) in respect of the said building and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") and the Rules made there under;

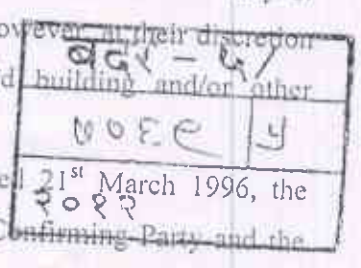
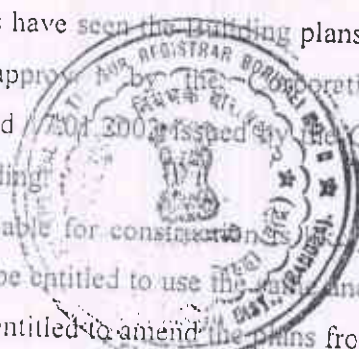
M) A copy of the certificate of title issued by the Attorney-at-Law or Advocates of the Confirming Party, copies of property registrar card and/or extract of Village Forms, VI, VII and XII or any other relevant revenue record showing the nature of the title of the Confirming Party of the said property on which the said building is constructed and copy of the floor plan of the Flat agreed to purchased by the Flat Purchasers in the said building approved by the concerned local authority, are annexed hereto and marked **Annexure 'III', 'IV' and 'V'** respectively;

N) The Purchasers have seen the building plans in respect of the said building as approved by the Corporation and Occupation Certificate dated 7/07/2002 issued by the Corporation in respect of the said building.

O) The F.S.I. available for construction is likely to increase and the Promoters will be entitled to use the same and for that purpose the Promoters will be entitled to amend the plans from time to time of the said building or other buildings constructed or to be constructed on any part or portion of the said property including the said portion. The Promoters shall also be entitled to change, amend, vary or modify the said layout. The Promoters however at their discretion may use such further FSI in the said building and/or other buildings.

चलान
म.व. I P)

As provided in the said Agreement dated 21st March 1996, the Promoters are entitled on behalf of the Confirming Party and the Promoters, to sell on ownership basis the flats, shops, units/car



park and other premises in the said buildings and the Agreements for Sale of flats, shops, units/car park and other premises in the said buildings shall be executed jointly by the Confirming Party and Promoters, and the Promoters shall receive the sale proceeds in the respect of such sales on behalf of the Confirming Party and the Promoters and that from out of the gross sale proceeds, as per clause 22 of the said Agreement, the part of the sale proceeds shall belong to the Confirming Party for allowing the utilisation of the benefit of the land component comprised in the said buildings and the balance shall be retained by the Promoters as in reimbursement of the moneys expended by them on the said Property and as their profits as set out in the said agreement ;

21/11
M.V.I

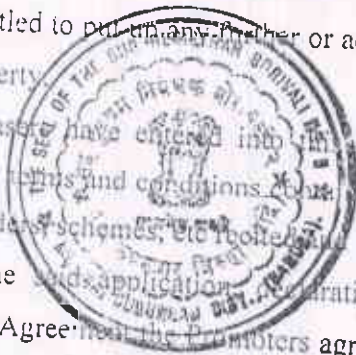
Q) The Flat Purchasers have applied to the Promoters for allotment of Raw Flat No. 1501, on 15th floor, in 2A wing, admeasuring 61.65 Sq. Mtrs. (663.38 Sq. Fts) carpet area including balconies, garages / covered/open car parking No. ~~NIL~~ in the said building known as "Rustomjee Regency Building No. II" constructed on the said property (hereinafter for the sake of brevity and convenience collectively referred to as the said Flat);

R) The Promoters have informed the Flat Purchasers that as far as the said building constructed on the said property is concerned, the Promoters have used and consumed FSI of any nature whatsoever including TDR, in constructing the said building and the Promoters will convey the said Property and the said building as if ultimately may be constructed. The Flat Purchasers and/or the common organization of the Flat Purchasers at any time shall be entitled to use and consume any FSI exceeding the FSI consumed in the said Flat and shall not be entitled to any further or other FSI and/or shall not be entitled to put up any further or additional construction on the said property.

S) The Flat Purchasers have entered into the Agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes, etc. referred to above;

T) Relying upon the said application, declarations and agreement contained in this Agreement the Promoters agree to sell to the Flat Purchasers the said Flat at the price and ~~on~~ the terms and conditions hereinafter appearing;

21/11
M.V.-I



10000	0000
10000	

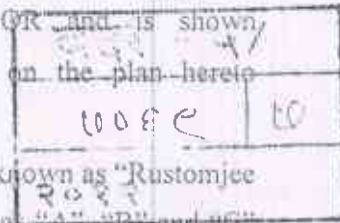
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

✓

- 1) The recitals contained above forms an integral part of this Agreement as if the same were set out and incorporated in the operative part.
- 2) The Confirming Party herein is the owner and is absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land or ground containing by admeasurements 18723.9 Sq.Mtrs., or thereabouts situate, lying and being at Dahisar, Taluka Borivali in the Registration District and Sub-District of Mumbai and more particularly described in the First Schedule hereunder written. The said property is delineated by red colour on the plan hereto annexed and marked **Annexure I** (hereinafter referred to as "the Schedule Property") ;
- 3) The Schedule property is in residential zone and separately subdivided property of the Confirming party out of the bigger plot of land admeasuring 57,375.74 Sq. meters. (hereinafter referred to as the bigger property) ;
- 4) The Confirming Party has entered into an agreement dated 21st March 1996 with Keystone, hereinafter referred to as "the said Agreement" whereby the Promoters herein are entitled to put up construction on the Schedule Property. It is provided in the Agreement that all Agreements for Sale will be executed jointly by the Promoters herein and the Confirming Party;
- 5) The Promoters have prepared the layout in respect of the Schedule Property for construction of 7 (Seven) more buildings. The said layout plan is tentative and the Promoters will be entitled to make changes therein as may be decided by the Confirming Party and the Promoters from time to time determined including construction of additional building ~~the~~ more than 7 buildings as may be permitted to be constructed on the Schedule Property by the concerned Authorities.
- 6) Layout in respect of the Property admeasuring 798.76 Sq. mts., more particularly described in the Second Schedule hereunder written, hereinafter referred to as "the said Property" is approved by the Corporation under No.CE/1686/LOR and is shown surrounded by blue colour boundary line on the plan hereto annexed as Annexure I.
- 7) The Promoters have constructed the building known as "Rustomjee Regency Building No. II" comprising of Wing "A", "B" and "C" on the portion of the said property more particularly described in the Second Schedule hereunder written and shown surrounded with blue colour boundary on the plan Annexure I hereto (which portion and the said building are hereinafter collectively referred to

civil
M.V.I

civil
M.V.I



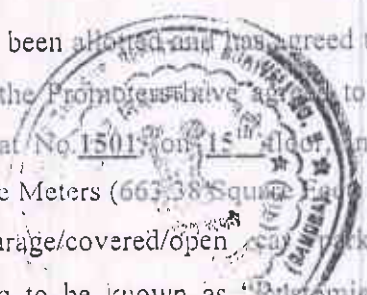
encl
M.V-I

as the said buildings) in accordance with the plans, designs and specifications, approved by the concerned local authority and which have been inspected and approved by the Flat Purchasers, with such variations, modification and alterations as the Promoters may deem fit and/or as may be required by the concerned local authority or the Government to be made in them or any of them and the Flat Purchasers hereby give an irrevocable consent, power and authority to the Promoters to add to, to amend, to alter, vary or modify from time to time the said plans, designs, specifications including for present or in the future and further construction whether on the same building or otherwise. It is hereby specifically agree that the Promoters have by this agreement obtained prior consent in writing of the Flat Purchasers in respect of such variations or modifications which may adversely affect the flat of the Flat Purchasers and that no further consent of the Flat Purchasers is required for any modifications, variations or amendment of the plan including for additions in the building to be constructed on the said portion.

8) The said building shall be constructed by the Promoters in accordance with the Building Plans prepared by the Architects M/s.H.M.Jhaveri & Sons and sanctioned by the Concerned Authorities as aforesaid with such modifications and/or amendments thereto as the Promoters may incorporate therein as aforesaid.

9) The Flat Purchasers have been allotted and has agreed to purchase from the Promoters and the Promoters have agreed to sell to the Flat Purchasers, Raw Flat No.1501, on 15th floor, in 2A wing, admeasuring 61.65 Square Meters (663.38 Square Feet) carpet area including balconies, garage/covered/open parking space No. NIL in the building to be known as "Rustomjee Regency

Building No. II" constructed on the said property as shown in the floor plan thereof hereto annexed and marked Annexure "A" (hereinafter for brevity's sake and collectively referred to as the "the said Flat") for the aggregate price of Rs.71,00,000/- (Rupees Seventy One Lakhs Sixty Thousand only) including the proportionate price of the "common areas and facilities" appurtenant to the premises, the nature, extent and description of the "limited common areas and facilities" which are more particularly described in the Third Schedule hereunder written. The Flat Purchasers have paid a sum of Rs.10,00,000/- (Rupees Ten Lakhs only) as earnest money deposit on or before the



6086	1
203	

encl
M.V-I

execution of these present. The Flat Purchasers hereby agree to pay to the Promoters balance amount in the following manner :-

a) Rs.61,60,000/- On or before 16th September 2012.

The aforesaid amount will be appropriated by the Promoters and the Confirming Party as provided in the said agreement dated 21st March 1996.

✓
encl
M.V.I.

10) It is specifically agreed that the percentage of the undivided interest of the Flat Purchasers in the common areas and facilities, limited or otherwise, pertaining to the said Flat shall be in proportion of the area of the said flat so far the said building is concerned to the entire area of all the flats in the said buildings.

11) The consideration amount of the said flat has been agreed to by and between the parties hereto on the basis of the present cost of the building materials, services and labor charges as on 1st Sept. 1998.

12) The Confirming Party hereby confirm that the payment of the consideration money viz; Rs.71,60,000/- (Rupees Seventy One Lakhs Sixty Thousand Only) in respect of the said premises by the Flat Purchasers to the Promoters shall be sufficient receipt by the Confirming Party in respect of the value of the land component comprised in the said premises from and out of the land of the Confirming Party and is receivable by the Confirming Party as provided in the Agreement between the Confirming Party and the Promoters as aforesaid. The Confirming Party hereby confirm that the sale of the said premises to the Flat Purchasers by the Promoters is on the terms and conditions contained in the Agreement dated 21st March, 1996 and herein.

13) The Promoters hereby agree to observe, perform and comply with or cause to be observed, performed and complied with all the terms, conditions, stipulations and restrictions which may have been imposed by the concerned local authority at the time of sanctioning the said plans.

14) The Flat Purchasers have prior to the execution of this agreement satisfied themselves about the title to the said Property. The Flat Purchasers shall not be entitled to investigate the title of the said Property any further and job requisition or objection shall be raised by the Flat Purchasers in any manner relating thereto. A copy of the certificate of title issued by M/s. Kantilal Unadkat & Co. Advocates and Solicitors, is hereby annexed and Marked Annexure III.

of this agreement/
Property. The Flat
the title of the said
shall be raised

encl
M.V.I.

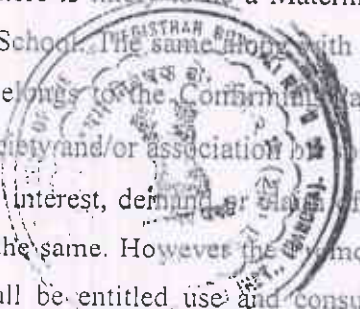
15) The Flat Purchasers agree to comply with all the terms and conditions of any other scheme, permission, objection etc. that may

✓

21707
M.V.I

have been granted or sanctioned and/or which may hereafter be granted or sanctioned or imposed by any authority, statutory or otherwise, including paying any charges, bearing expenses, making deposits, whether refundable or not. The Flat Purchasers are aware that the Promoters have constructed only 4 (four) buildings on the Schedule property to be known as Rustomjee Regency No. I, Rustomjee Regency No. II Rustomjee Regency No.III & Rustomjee Regency No. IV and the balance area of the Schedule property will be developed by the Promoters as layout area in such phased manner which they may deem fit and shall be entitled to use and consume the balance FSI remaining after construction of the said four Building even after execution of the vesting document in favour of the common organization/s of Flat Purchasers in the said Building; only the Promoters shall be entitled to any further of other FSI useable in the future as also shall have right and be entitled to use and consume FSI credit available by way of TDR or otherwise howsoever without any reference or recourse to the Flat Purchasers and/or co-operative societies of Flat Purchasers and/or association/federation of co-operative societies of Flat Purchasers. The co-operative societies of the buildings so constituted on the schedule property shall be entitled to enter the association/Federation of societies without any negative covenants and objection from the society of the said 1 (one) buildings and should be able to use all common facilities including roads, lighting, bore well, garden etc.

16) On the bigger Property there is likely to be a Maternity Home, a Bungalow and there is a School. The same along with appurtenant land thereto absolutely belongs to the Confirming Party and the Flat Purchasers and/or society and/or association of societies shall have no share, right, title, interest, demand or claim of any nature whatsoever into or upon the same. However the Promoters and/or the Confirming Party shall be entitled use and consume FSI of such portions including by way of TDR and the Flat Purchasers consents to the same. The Flat Purchasers and/or society and/or association of societies shall not disturb the said Bungalow and/or the occupants of the said Bungalow.



21707	
W08E	90

21707
M.V.I

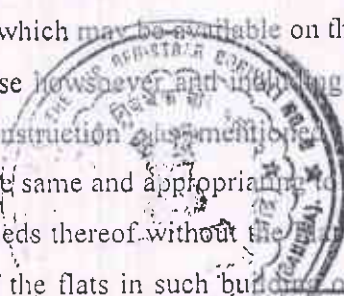
17) The Promoters have made full and true disclosure of the nature of their title to the said Property. The Promoters however, agree that before transferring and/or vesting the said building and the said property in favour of the society of acquires of flats in the said building, the Promoters shall ensure that the said Property is free from all encumbrances on the date of execution such document,

vesting the same, which may be way of a conveyance, lease or any other document which the Promoters may decide in their absolute discretion (hereinafter referred to as the vesting document).

18) The Flat Purchasers hereby grant their irrevocable power and consent to the Promoters and agree :-

- a) that the Promoters alone shall be entitled to all FSI in respect of the Schedule property including the said property, whether available at present or in future, including the balance FSI, the additional FSI available under D.C. Rules from time to time and/or by any special concession, modification of present Rules and Regulations granting FSI, FSI available in lieu of the road widening, set back, reservation by way of Transfer of Development Rights (TDR) or otherwise howsoever;
- b) that under no circumstances the Flat Purchasers and/or society or other common organization will be entitled to any FSI in respect of the Schedule Property or shall have any right to consume the same in any manner whatsoever;
- c) That the Promoters shall be entitled to develop the Schedule Property as layout area by constructing and/or making additions in the said Building and/or by constructing additional buildings/floors/structures so as to avail of the full FSI permissible at present or in future for the said entire land (including the said property) inclusive for staircase, lift, passage, by way of purchase of floating FSI, TDR, free FSI which may be available on the said land or acquired otherwise howsoever and including putting up any "additional construction as mentioned above and Promoters selling the same and appropriating to themselves the entire sale proceeds thereof without the Flat Purchasers or other acquires of the flats in such buildings or buildings and/or their common organization having any claim thereto or to at present or in future and further and/or additional construction shall always be the property of the Promoters who shall be at liberty to use, deal with, dispose of, sell transfer etc. the same in any manner the Promoters chooses. The Flat Purchasers agree not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above and in this agreement is carried on. The Promoters shall be entitled to consume such FSI by raising

entire
M.V. I.



2020	199
------	-----

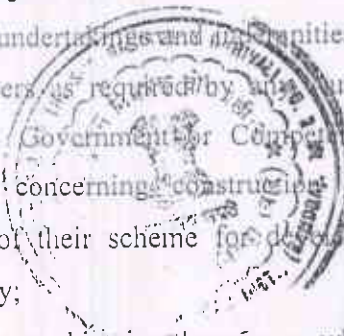
entire

M.V. I.

217 017
M.V.I.

floor or floors on any structures including on the said Building and/or putting additional structures and/or by way of extension of any structure. The document vesting the title of the said property, building etc. and transfer of right and benefits of the Promoters hereinafter mentioned shall be subject inter alias to the aforesaid reservation;

- d) that the Promoters alone shall be entitled to sell any part or portion of the said building including the open terrace/s walls or part of the said property, basement, stilt, parking space, covered or otherwise, the open space including for use as a bank, offices, shops, nursing home, restaurant, hotel, garden, display of advertisements, hoardings, well water, etc. as the same may be permissible or ultimately may be permitted by the authorities concerned;
- e) The Promoters shall also be free to construct additional structures like sub-station for electricity, Co-operative Societies office, Co-operative departmental Stores, Temple or place of worship, covered and enclosed garages in open compound, underground and over tanks, structures watchmen's cabin, toilet units for domestic servants, septic Tank and soak pits, the location of which are not particularly marked upon the ground floor plans and lay out plan of the Schedule Property. The Flat Purchasers shall not interfere with the rights of Promoters in any manner. The Flat Purchasers agree that the Promoters shall always be entitled to sign undertakings and liabilities on behalf of the Flat Purchasers as required by any authority of the State or Central Government or Competent Authorities under any law concerning construction of building implementation of their scheme for development of the Schedule Property;
- f) to admit without any objection the persons who are allotted flats by the Promoters as member of the Proposed society and/or as member of the society in the event the society is registered before all flats including flats of extended/annexed building are sold by the Promoters;
- g) to bear and pay any increment in the price of building material, service charges, labour and other escalation as may be decided by the Promoters whose decision shall be final and binding on the flat Purchasers;
- h) not to raise any objection or interfere with Promoters reserved hereunder;



217 017
2022

217 017
M.V.I.

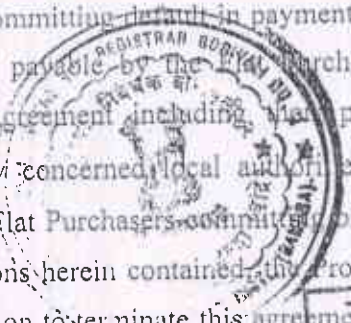
encl
M.V. I

- i) to execute, if any further or other writing, documents, consent etc. as required by the Promoters for carrying out the terms hereof and intentions of the parties hereto;
- j) to do all other acts, deeds, things and matters and sing and execute papers, deeds, documents, writings, forms, application etc., at the costs and expenses of the Flat Purchasers which the Promoters in its absolute discretion deems fit for putting into complete effect the provisions of this Agreements;

The aforesaid consent, agreement and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said flat is handed over to the Flat Purchasers and/or possession of the said Building is handed over to the society of the Purchasers of flats and vesting document is executed. The aforesaid covenants or such of them as the Promoters may deem fit will be incorporated in the vesting document.

19) Without prejudice to the other rights and contentions of the Promoters and without waiver of any of the rights and the contentions of the Promoters, the Flat Purchasers agree to pay to the Promoters interest 24% per annum on all the amounts which become due and payable by the Flat Purchasers to the Promoters under the terms of this Agreement from the date the said amount becomes payable by the Flat Purchasers till the date the payment is received by the Promoters.

20) On the Flat Purchasers committing default in payment of due date of any amount due and payable by the Flat Purchasers to the Promoters under this Agreement including a proportionate share of taxes levied by concerned local authorities and other outgoings and/or on the Flat Purchasers committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at its own option to terminate this agreement by giving 15 days notice PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Flat Purchasers the installments of sale price of the Flat which may till then have been paid by the Flat Purchasers to the Promoters but not the earnest money or deposits but the Promoters shall not be liable to pay to the Flat Purchasers any interest or any other amount over and above the amount so refunded. Upon the termination of this, the Promoters shall be at liberty to deal with or dispose of or sell the flat to such person and at such price as the Promoters may in its absolute discretion think fit. The Flat Purchasers agree that sending



TERMINATION BY GIVING	21
15 DAYS NOTICE	93
PROVIDED FURTHER THAT UPON	
TERMINATION OF THIS AGREEMENT	
AS AFORESAID, THE PROMOTERS SHALL	
REFUND TO THE FLAT PURCHASERS	
THE INSTALLMENTS OF SALE PRICE	
OF THE FLAT WHICH MAY TILL THEN	
HAVE BEEN PAID BY THE FLAT	
PURCHASERS TO THE PROMOTERS	
BUT NOT THE EARNEST MONEY OR	
DEPOSITS BUT THE PROMOTERS	
SHALL NOT BE LIABLE TO PAY	
TO THE FLAT PURCHASERS ANY	
INTEREST OR ANY OTHER	
AMOUNT OVER AND ABOVE	
THE AMOUNT SO REFUNDED.	
UPON THE TERMINATION	
OF THIS, THE PROMOTERS	
SHALL BE AT LIBERTY TO	
DEAL WITH OR DISPOSE OF	
OR SELL THE FLAT TO SUCH	
PERSON AND AT SUCH PRICE	
AS THE PROMOTERS MAY	
IN ITS ABSOLUTE	
DISCRETION THINK FIT.	
THE FLAT PURCHASERS	
AGREE THAT SENDING	

encl
M.V. I

of the said amount by cheque by the Promoters to Flat Purchasers at the address given by the Flat Purchasers in these present, whether the Flat Purchasers accept and/or encash the cheque or not, will amount to the refund of the amount so required to be refunded.

2107
M.V.I

21) The Promoters shall in respect of any consideration amount remaining unpaid by the Flat Purchasers under the terms and conditions of this Agreement the Promoters will have first lien and charge on the said premises agreed to be allotted to the Flat Purchasers.

a) The Promoters shall give possession of the Flat to the Flat Purchasers on or before 16th September 2012.

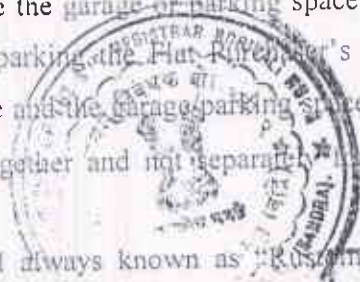
22) The Promoters shall be entitled to change the user of the said Property, and/or portion thereof but the same will not directly affect the user of the said Flat.

23) The Flat Purchasers shall before taking possession of the said Flat, inspect the same thoroughly and point out defect if any in construction and will take possession only after rectification thereof if any required. In the event of the Flat Purchasers taking possession of the said Flat they shall be deemed to have inspected the same thoroughly and found the same without defect in construction unless otherwise recorded in writing.

24) The Flat is intended and shall be used for residential purposes only as per D.C. Rules and the Flat Purchasers shall not use the flat or any part or portion thereof for any other purposes whatsoever. The Flat Purchasers shall use the garage or parking space only for the purpose of keeping or parking the Flat Purchaser's own vehicle and for no other purpose and the garage parking space and the flat shall always be sold together and not separately for any reason whatsoever.

25) The said Building shall always known as "Rustomjee Regency Building No. II" and this will not be changed at any time without prior written consent of the Promoters.

26) The Flat Purchasers along with other Purchasers of Flats in the said Building shall join in forming and registering separate society of the said Building and such Society shall bear the name of "Rustomjee Regency (Building No. II) Co-operative Housing Society Limited" and this will not be changed without prior written consent of the Promoters. The Promoters/Confirming Party will execute a lease for a period of 999 years commencing from the date of receipt of Occupation Certificate from BMC in respect of the said Building for the said Property and the said Building at or



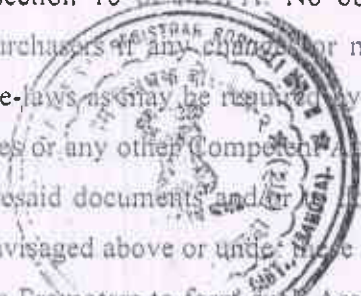
21
W.O.S.E. 98
2012

2107

M.V.I

en en
M.V.I

for a nominal lease rent of Re.1/- payable provided the same is demanded and such will contain covenants as per clauses 38, 56 and 71 and other clauses to be observed by the Flat Purchasers and such society. Without prejudice to the right of the Promoters to transfer the said Building to a Co-operative Society as provided in this Agreement, the Promoters shall also have a right to submit the said Building and/or the said Property (including additional structures that may be constructed thereon) or portions of the property to the provisions of the Maharashtra Apartments Ownership Act (hereinafter for the sake of brevity referred to as "MAO Act") and to require the Purchasers of the concerned premises to form themselves into an Association of Apartment Owners being a condominium contemplated under the provisions of the MAO Act the rules framed thereunder. In the event the Promoters determine that the Purchaser of various premises should form themselves into a society as contemplated by the MOFA, then the Flat Purchasers agree that for the purpose of forming and registering the society he shall from time to time sign and execute all papers, documents, applications for registration and/or membership as may be necessary and so all necessary acts, deeds and things for the registration of the Society and for becoming a member including bye-laws of the Proposed society and duly fill in and sign and return the same to the Promoters within four days of the same being forwarded by the Promoters to the Flat Purchasers so as to enable the Promoters to register the Society of the Flat Purchasers under section 10 of MOFA. No objection shall be taken by the Flat Purchasers if any change or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority. Without prejudice to the aforesaid documents and/or to do all acts, deeds, things and matters envisaged above or under these present.



27) In order to enable the Promoters to form such Association the Flat Purchasers shall give such particulars about themselves as may be required. In that event the Promoters and/or the Confirming Party will execute a deed of Apartment in favour of each Allottee of the Premises separately conveying the Apartment and the Proportionate undivided right/share in the common area or facilities.

10032	24
2022	

en en
M.V.I

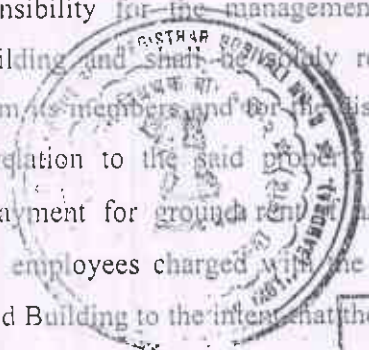
28) The Co-operative Society to be formed of the acquires of flats in the said Building shall ensure that the provisions of this Agreement and other agreements entered or to be entered into by the Promoters with other Flat Purchasers of other flats in the said

encl
M.V.I.

Building are carried into effect fully by it by passing appropriate resolution for that purpose, and shall also ratify and adopt the same. Upon formation of such society the society shall be liable, besides the Flat Purchasers and other purchasers of different flats, for any lien or claim or demand which the Promoters may have in receipt of the said flat hereby agreed to be purchased and other flats in the said building. The Flat Purchasers hereby agree and bind themselves to do and execute all acts, matters, things, deeds and documents which the Promoters may require to be executed to enforce the obligations envisaged in this clause when called upon to do so shall entitled the Promoters. Failure on the part of the Flat Purchasers to so do shall entitled the Promoters to rescind this Agreement and the consequences of rescission herein provided shall follow.

29) The Flat Purchasers hereby give their express consent to the Promoters to raise any loan against the Schedule Property and/or the said Building under construction and to mortgage the same with any bank/s or any other party. The consent is on the express understanding that any such loan liability shall be declared by the Promoters at their own expenses before these premises are handed over to the Flat Purchaser/s.

30) On the vesting of the management and administration of the said Building in the society or upon the Flat Purchasers of the flats in the said Building being admitted as members of the society, the Flat Purchasers or the said society as the case may be, shall take over complete responsibility for the management of the said property and the building and shall be solely responsible for collection of dues from its members and for the disbursements of such collections in relation to the said property and the said Building including payment for ground rent, any, Municipal Taxes, salaries of the employees charged with the duties for the maintenance of the said Building to the intent that the said property and the said Building shall be kept free from all claims, attachments and sales or other legal encumbrances, charges and liens, irrespective of the fact whether the transfer of the said property and the said Building in favour of the Co-Operative society has taken place or not and whether or not the Flat Purchasers of the other flats are made members of the society and irrespective of the fact whether the Co-operative society fails to perform its obligations mentioned herein above the Promoters in any event shall stand absolved from their responsibility of managing the said of managing the said building, receiving and/or



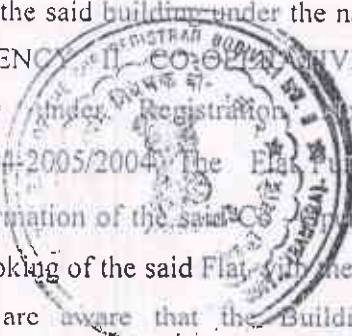
1	7E
UOEC	

encl
M.V.I.

cancel
M.V. I.

paying the outgoings including the ground rent if any, Municipal Taxes and the incidental costs, expenses and charges connected with the maintenance administration security of the said Building or otherwise for any reason whatsoever. The Flat Purchasers shall ensure that such obligations as aforesaid are undertaken and performed by the Co-operative society, being Promoters' successor in interest and failure or lapse on the part of the Flat Purchasers in doing shall entitled the Promoters to rescind this Agreement and the consequences of rescission herein contained shall follow. Without Prejudice to what is stated hereinabove, in the event of any breach being committed by the Flat Purchasers and/or the Co-Operative Society of the Clause, the Promoters shall be entitled to forebear from getting the conveyance of the said property and the said Building in favour of the Co-operative society notwithstanding the Promoters other rights and remedies. Notwithstanding any thing contained or suggested to the contrary in this clause, the liability of the Flat Purchasers already incurred by them qua the Promoters prior to the vesting of the said Property and the said Building in possession, management and control in the Co-operative society shall not cease and the Flat Purchasers shall be bound to perform fully all obligations which may have been incurred by them qua the Promoters. It is made clear that on such vesting of the said property as aforesaid, the Flat Purchasers shall not be entitled to assert any of the rights herein conferred upon them against the Promoters by virtue of these present.

31) Promoters have formed the Co-operative Housing Society of all the Flat Purchasers in the said building under the name & style of "RUSTOMJEE REGENCY CO-OPERATIVE HOUSING SOCIETY LIMITED under Registration No. MUM/(W-P)/MSG/TC/12562/2004-2005/2004. The Flat Purchasers herein are aware about the formation of the said Co-operative Housing Society Ltd., before booking of the said Flat with the Promoters.



32) The Flat Purchasers are aware that the Building plans are sanctioned by the Municipal Corporation of Greater Bombay and as such FSI that may be consumed while constructing building on the said portion may not be in proportion to the FSI consumed thereon.

REGD. NO. /
BOOKED ON
2008 19/10
Recd.

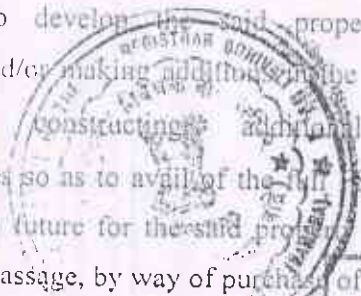
cancel
M.V. I.

33) The Flat Purchasers hereby covenant with the Promoters that :
a) the Flat Purchasers and/or the society formed of Flat Purchasers herein and other acquires of flats shall be entitled only to FAR/FSI which is consumed in the said Building and in the event of any future for any reason

cancel
M.V. I.

whosoever the Promoters and/or their nominee alone shall be entitled to use and consumed the same including by putting additions or further construction on the said Building and/or touching the same or otherwise howsoever and the Flat Purchasers and/or such society shall be entitled to the same under any circumstances;

- b) that the Promoters alone shall be entitled to use and consume any FRA/FSI acquired by them by way of Transfer of Development Rights or otherwise howsoever by whatever name it is called or known and the Flat Purchasers and/or such society shall not be entitled to do so;
- c) that such further construction may be by way of additions, alterations, variations and/or modification of the plans, designs, specifications and on the said Building and/or extension thereof;
- d) that the Promoters and/or their nominee or nominees shall be entitled to use and consume all FSI as may be permissible under law including the balance FSI, the Additional FSI available under DC Rules from time to time, if any, by any special concession, modification of present Rules and Regulations granting FSI, FSI available in respect of road widening, set back, reservations, by way of Transfer of Development of Rights howsoever in respect of the entire land or otherwise;
- e) that the Promoters and/or their nominee or nominees shall be entitled to develop the said property fully by constructing and/or making additions to the said Building and/or by constructing additional buildings /floors/structures so as to avail of the full FSI permissible at present or in future for the said property including for staircase, Lift, passage, by way of purchase of TDR, free FSI which may be available on the said land or acquired otherwise howsoever and including putting up any additional construction and the Promoters and appropriating to themselves the entire sale proceeds thereof without the Flat Purchasers and/or the society of Flat Purchasers and or federation of societies having any claim thereto or to any part thereof. The FSI of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the Promoters and/or Confirming Party who shall be at



of TDR FSI 1/
10000 191

cancel
M.V. I.

er 11
M.V. I.

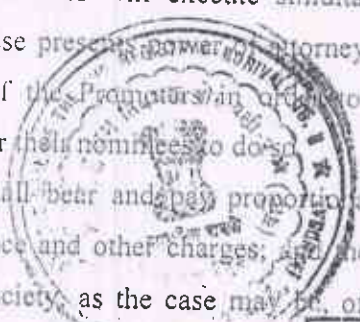
liberty to use, deal with, dispose of, sell, transfer etc. the same in the manner the Promoters choose and the Flat Purchasers agree not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above in this agreement is carried out. The Promoters shall be entitled to consume such FSI by raising floor or floors on any structures including the said Building and/or putting up additional structures and/or by way of extension of any structure;

- f) that the terrace of the said Building/s shall always belong to the Promoters;
- g) The Flat Purchasers hereby gives all the powers, authority and consent to Promoters for using and consuming aforesaid as per the plans which may be sanctioned by Brihan Mumbai Mahanager Palika and other local authorities. The Flat Purchasers covenants not to revoke, cancel to terminate the aforesaid powers and authorities at any time for any reason whatsoever;

All the aforesaid covenants and other covenants contained in these presents shall be incorporated in and shall form part of lease, conveyance or any other document vesting the right, title and interest of Promoters in respect of the said Building and Flat Purchasers and/or common organization of the Flat Purchasers will execute simultaneously with execution of these presents as attorney in favour of the nominees of the Promoters/an architect to enable the Promoters and/or their nominees to do so

34) The Flat Purchasers shall bear and pay proportionate expenses, taxes, levies, maintenance and other charges; and the decision of the Promoters or the society, as the case may be, of the amount coming to the share of Flat Purchasers, shall be final and binding on the Flat Purchasers.

35) The Promoters have informed the Flat Purchasers that as far as the said Building to be constructed on the said Property the Promoters will use and consume FSI not exceeding 11182.66 sq.mts., in constructing the said Building and the Promoters will give on lease the said Property on which the said Building will be constructed together with such building in favour of the society of the Flat Purchasers. The Flat Purchasers and/or the society and/or any common organization of the Flat Purchasers shall be be entitled to



Final and binding
0088 9e

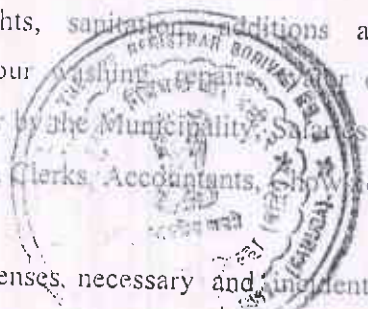
er 11
M.V. I.

212/017
M.V.I.

use and consume and FSI exceeding 11182.66 sq.mts. (built-up) whether available in respect of the said property or obtained and/or made available howsoever and that the Flat Purchasers and/or the society shall not be entitled to put up any further or additional construction on the said property save and except the said Building at any time including on demolition of the said Building, reconstruction, repair, renovation.

36) Commencing a week after notice in writing given by the Promoters to the Flat Purchasers that the said Flat is ready for occupation or before taking possession of the flat, whichever is earlier, the Flat Purchasers will be liable and pay regularly to the Promoters;

- a) the proportionate share of the Flat Purchasers of the Municipal Assessment Tax of the said land, all rates and taxes whether any or all the tenements of the building shall have been actually assessed or not or even if the assessment may not have finally determined;
- b) the share of the Flat Purchasers in all other dues, duties, impositions, outgoings and burden of any nature at any time hereafter assessed or imposed upon the schedule property and building or upon the owners or occupiers thereof including of the entire land by any authority including the Municipality, Government, Revenue Authority in respect of the entire buildings or the user thereof and payable either by the Owner or occupiers; and
- c) the proportionate share of all other outgoings in respect of the said Flat or Building including other taxes insurance, common lights, sanitation, additions and alterations, painting, colour washing, repairs and charges on the basis of meter by the Municipality, Salaries and charges of Bill Collector, Clerks, Accountants, Showdars, Sweepers, etc., and
- d) all other expenses, necessary and incidental to the said entire building and the said property including the management and maintenance, until the society is formed and the said property and buildings transferred to the society or societies as provided herein the Flat Purchasers shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Flat Purchasers shall within seven days of posting intimation about the flat being ready of occupation as aforesaid, deposit and keep deposited with the Promoters a sum of Rs. /- (Rupees)



212/017	10000	20
society is formed		
transferred to the		
Flat Purchasers		

212/017
M.V.I.

L

4107 ✓
M.V.I.

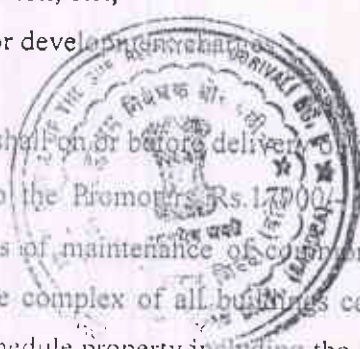
only) without interest as security deposit for payment by the Flat Purchasers of their share of aforesaid outgoings and payments. The Flat Purchasers hereby further un-equivocally agree with the Promoters that until the Flat Purchaser's share is determined, the Flat Purchasers shall from the date of the said intimation regularly pay to the Promoters on the 5th day of every month provisional monthly contribution of Rs.1,790/- (Rupees One Thousand Seven Hundred Ninety only) towards and on account of the Flat Purchasers share of the aforesaid outgoings and such payments shall be made at every month in advance to the Promoters. The Promoters shall be at liberty without being bound to do so to appropriate from the said deposit money, if any, the due by flat the Flat Purchasers for their aforesaid share of liability.

37. The Flat Purchasers shall on or before delivery of possession of the said premises pay to the Promoters the following amounts:-

- i) Rs.3000/- being agreed share of legal charges and expenses;
- ii) Rs.700/- for share money, application, entrance fee of the Society or Limited Company;
- iii) Rs.2500/- for formation and registration of the Society;
- iv) Rs.12000/- for deposit of electric meter, cable and water meter, sub-station, etc.,
- v) Rs.12530/- for development

The Flat Purchasers shall on or before delivery of possession of the said premises pay to the Promoters Rs.17000/- for deposit for meeting the expenses of maintenance of common amenities and facilities of the entire complex of all buildings constructed to be constructed on the schedule property including the following :

- i. Garden or gardens
- ii. Drainage lines with selvage tank with pump
- iii. Layout Roads and internal roads
- iv. Storm water drains
- v. Street lights
- vi. D. P. Road till the same are handed over to BMC
- vii. Complex entrance gate
- viii. Compound
- ix. Compound wall



ಪಂಪ್ಪು - 4/	
1008 E	99
2022	

4107
M.V.I.

conveyance and other documents in respect of the said Property and the said building to be executed in favour of the Society.

6/12/17
M.V.I.

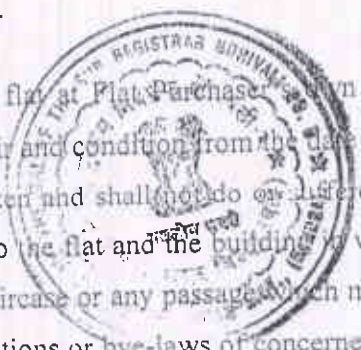
42) The Deed of Lease and other documents for transferring the title as aforesaid shall be prepared by M/s. Kantilal Undakat & Co., and the same will contain such covenants and conditions as the said Advocates and Solicitors shall think reasonable and necessary having regard to the development of the Schedule Property including those set in these present.

43) In the event of any portion of the said entire land being notified for set back, D.P.Road, the Confirming Party alone shall be entitled to receive the compensation or such other benefit that may be given by the authorities concerned for the set back land.

44) Hereinafter if any charges are levied by or payment required to be made any Government Authorities or Local bodies either on the portion of building or otherwise the Flat Purchasers on being called upon to do so by the Promoters, pay to the Promoters their share thereof at or before or after taking possession of the said flat as may be required or demanded by the Promoters it being specifically understood that only Flat Purchasers and other acquires of flat and/or society are liable to pay the same and Promoters in no event or case are liable to pay the same.

45) The Flat Purchasers or themselves with intention to bring all persons into whosoever hand the flat may come, doth hereby covenant with the Promoters as follows:-

a) to maintain the flat at Flat Purchase own cost in good tenantable repair and condition from the date of possession of the flat is taken and shall not do or suffered to be done anything in or to the flat and the building in which the Flat is situate, its staircase or any passage which may be against the rules, 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 Flat is situated and the Flat itself or any part thereof.



6/12/17	
008E	23
2022	

b) Not to store in the flat any goods which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing the goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which

6/12/17
M.V.I.

117/11
M.V.I.

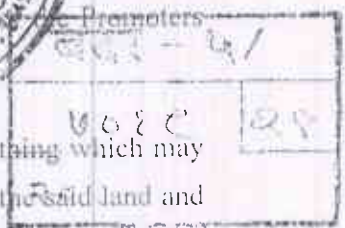
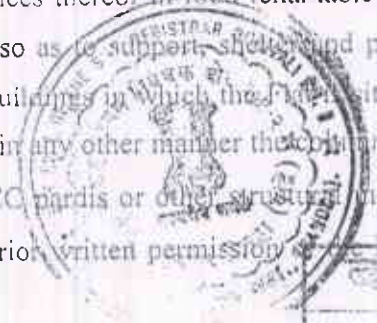
may damages or likely to damage the staircase, common passages or any other structures of the building in which the flat is situated and in case damage is caused on account of negligence or default of the Flat Purchasers in this behalf, the Flat Purchasers shall be liable for the consequences of the breach;

c) to carry at his own cost all internal repairs to the said flat and maintain the flat in the same condition, state and order in which it was delivered by the Promoters to the Flat Purchasers and shall not do or suffer to be done any thing in or to the building in which the Flat is Situated or the flat which may be governed under the Rules and Regulations and bye-laws of such Housing Society, the Concerned local authority or other public authority. And in the event of the Flat Purchasers committing any act in contravention of the above provision, the Flat Purchasers shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

d) not to demolish or cause to be demolished the flat or any part thereof, nor at any time take make or cause to be made any addition or alteration of whatever nature in or to the flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and to keep the portion, sewers, drains, pipes in the flat appurtenances thereof in good tenable condition and in particular, so as to support, shelter and protect the other part of the building in which the Flat is situated and shall not chisel or in any other manner the columns, beams, walls, slabs or RCC piers or other structural members in the Flat without prior written permission of the Promoters and/or society;

e) not to do or permit to be done any act or thing which may render void or avoidable any insurance of the said land and the building in which the flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance, or which is likely to cause nuisance or annoyance to users and occupiers of the other premises in the said building;

f) not or throw dirt, rubbish, rages, garbage or other refuse or permit the same to be thrown from the said flat in the

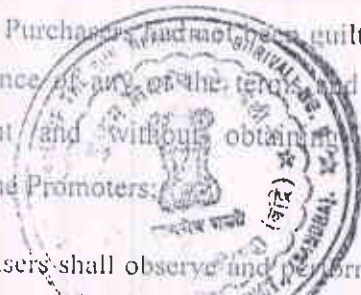


117/11
M.V.I.

4702
M.V.I.

compound or any portion of the said land and the building in which the Flat is situated;

- g) not to keep anything in the common passage, staircase, terrace, walls or any other common place and not to hang any sign boards, hoardings, name boards etc., in passage or inner or outer wall of the building. The Promoters/ society shall throw away such things without any notice if any thing is found in breach of this provision;
- h) pay to the Promoters regularly, whether demanded by the Promoters or not, his share of security deposit demanded by concerned local authority or Government for giving water, electricity, sewer clearance, or other service connection to the building in which the Flat is situated;
- i) to bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned local authority and/or Government and/or other public authority including on account of change of user of the Flat Purchasers viz, user for any purposes other than for residential purpose;
- j) The Flat Purchasers shall not let, sub-let, transfer assign or part with Flat Purchaser's interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Flat Purchasers to the Promoters to the Promoters under this Agreement are fully paid up and only if the Flat Purchaser is not guilty of breach of or non-observance of any of the terms and conditions of this Agreement and without obtaining prior written permission of the Promoters;
- k) The Flat Purchasers shall observe and perform all the rules and regulations which the society may adopt at its inception and the addition, alteration or amendments ~~thereof~~ that may be made from time to time for protection and maintenance of the said Building and the flats therein and for the observances and performance of the ~~building~~ building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Flat Purchasers shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and the use of the flat in the building and shall pay and contribute regularly and



USE FOR
KEY

4702
M.V.I.

cancel
M.V.I. 1)

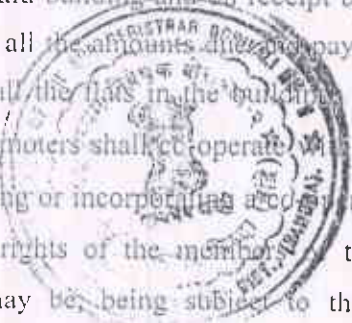
punctually towards the taxes, expenses to other outgoings in accordance with the terms of this Agreement;

In the event of the possession of the flat being given before conveyance of building in which flat is situated is executed, the Flat Purchasers shall enter a supplemental agreement recording the said fact and the consequential matters and conditions as may be required by the Promoters and such supplemental agreement shall be duly stamped by the Flat Purchasers. In such an event the Flat Purchasers shall till such conveyance is executed permit the Promoters and their surveyors and agents with or without workmen and others at all reasonable times, to enter into and upon the said portions and buildings or any part thereof to view and examine the state and conditions thereof;

m) The Flat Purchasers shall not close veranda or balconies without the sanction and permission of the Promoters and the authorities concerned nor shall make any alteration or changes in the elevation and outside colour scheme of the said flat/building.

46) The Flat Purchasers agree to sign and deliver to the Promoters before and after taking possession of the Flat all writings, papers, documents, applications, etc., as may be necessary or required by the Promoters or put the intention of the parties as reflected herein into complete effect.

47) On completion of the said building and on receipt by the Promoters of the full payment of all the amounts due and payable to them by all the flat holders of all the flats in the building, garages and car parking spaces, the Promoters shall co-operate with the flat holders in forming and registering or incorporating a co-operative society of the said building, the rights of the members of the co-operative society, as the case may be, being subject to the rights of the Promoters under this agreement and the lease to be executed in pursuance thereof. When the co-operative society is registered, incorporated or formed, as the case may be, and all the flats and other positions in the said building, garages, and the car parking spaces are sold and all amount are paid in full as aforesaid, the Promoters shall (subject to the necessary permission which may be required by law) shall execute or cause to be executed the necessary lease which will be of the said Property and building as may be permitted to be transferred in favour of such co-operative society as



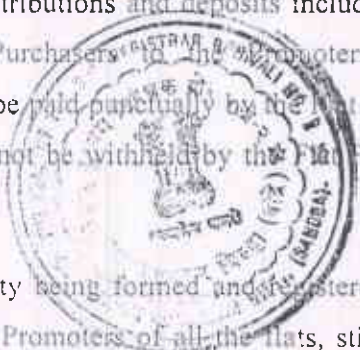
is registered ✓	
60 E E	R E
as aforesaid,	

cancel
M.V.I.

6742
M.V.I.

the case may be, such conveyance shall be in keeping with the terms and provisions of this agreement. No liability or responsibility shall attach on the Promoters and no compensation or other amount shall be payable by the Promoters if any part of the said Property is not permitted to be so leased.

- 48) The Promoters shall on the execution of conveyance hand over the balance of amount from the sums received by the Promoters from the Flat Purchasers as advance or deposit after adjusting all the dues, and amount paid for the share capital, admission fee, expenses, deposits paid on behalf of the Flat Purchasers and towards the outgoings, etc., as also arrears of maintenance and other if any to the society.
- 49) Nothing contained in this Agreement is intended to be not shall be construed as a grant, demise or assignment in law of the said flat, building or of the said property or any part thereof in favour of the Flat Purchasers and/or other acquires of flats in the said building or other building or buildings. The Flat Purchasers shall have no claim save and except in respect of the flat hereby agreed to be sold to him and the entire property and land including all open spaces, parking spaces, lobbies, staircase, recreation spaces, walls, compound wall, lifts, terrace including right over walls hoarding sites, will remain the property of the Promoters, who shall be entitled to sell, transfer deal with or dispose of the same in any manner they deemed fit.
- 50) Irrespective of dispute, if any, which may arise between the Promoters and the Flat Purchasers and/or the said co-operative society, all amounts, contributions and deposits including amounts payable by the Flat Purchasers to the Promoters under this Agreement shall always be paid punctually by the Flat Purchasers to the Promoters and shall not be withheld by the Flat Purchasers for any reasons whatsoever.
- 51) In the event of the society being formed and registered before the sale and disposal by the Promoters of all the flats, stilts, basement and other space, garages, gardens, terrace, compound and car parking space in the said building and in the compound the power/ and authority of the society so formed or of the flat holder and the Purchaser of flats and other spaces and car parking spaces, shall be subject to the over all authority and control of the Promoters in respect of any of the matters concerning the said building the construction and completion thereof and all common amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold flats, garages,



the power/
flat holder and the
6032 96
shall be
of the Promoters in

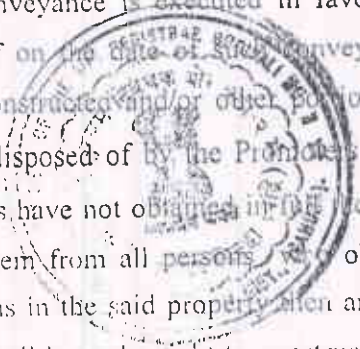
6747
M.V.I.

217/11
M.V.I.

basement, stilt, terrace, compounds, other spaces and car parking spaces and the disposal thereof. The Promoters shall be liable to pay only the Municipal taxes at actual and no other charges in respect of the unsold flats, garages, and/or car parking spaces. In case of the conveyance is executed in favour of the co-operative society before the disposal by the Promoters of all the flats then and in such event the Promoters shall join in as the Promoters members in respect of such unsold premises and as and when such premises are sold to the persons of the choice and at the discretion of the Promoters the co-operative society shall admit as members the purchasers of such premises/flats without charging any premium or any other extra payment.

52) The Deposits that may be demanded by or paid to the any authority including the Corporation for the purpose of sanctioning the plans and/or issuing the commencement certificate and/or occupation certificate and/or building completion certificate and/or giving water, deposits to be paid to Maharashtra State Electricity Board, shall be payable by all the Flat holders of the said Building in proportion to the respective costs of their flats or other spaces or car parking spaces. The Flat Purchasers agree to pay to the Promoters such proportionate share of the Flat Purchasers os such deposit at the time of taking possession or within seven days of demand whichever is earlier.

53) If for any reasons prior to the completion of the said building and receipt by the Promoters of the total consideration money receivable by them, a deed of conveyance is executed in favour of the co-operative society and if on the date of such conveyance the said Building is not fully constructed and/or other portions of the said property has not been disposed of by the Promoters on ownership basis or if the Promoters have not obtained the consideration money receivable by them from all persons who obtain the flats, shops, and other portions in the said property then and in any such event s the Promoters shall have the right to construct and complete the said Building/s and to dispose of the unsold flats, garages, and/or other portions of the said property and/or to receive the consideration money even though such lease is obtained in favour of the co-operative society. Adequate provisions for the above shall be made in the lease.



in favour of the co-operative society	
217-11	
608 E RL	
by 983	

217/11
M.V.I.

54) Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearances or giving of time to the Flat Purchasers by the Promoters shall not be

construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchasers no shall the same in any manner prejudice the rights of the Promoters.

erit
M.V.I.

55) The Flat Purchasers shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act without fail and the Promoters will attend such office and admit execution thereof provided the Promoters are informed will in advance about the same. In case of default the Flat Purchasers shall only remain liable to penalty and/or punishment for his negligence.

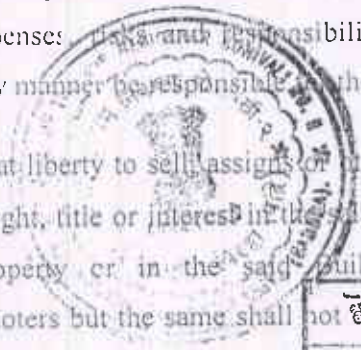
56) All letters, circulars, receipts and/or notice notices issued by the Promoters dispatched under certificate of posting to the address known to the Promoters of the Flat Purchasers will be sufficient proof of the receipt of the same by the Flat Purchasers and shall completely and effectually discharge the Promoters. For this purpose, the Flat Purchasers have given the following address:-

2/A/11, Rustomjee Regency, Off. J. S. Road, Dahisar (W),
Mumbai - 400 068.

L

57) After possession of the said Flat is handed over to the Flat Purchasers if any additions or alterations in or about or relating to the said Building and/or flat are required to be carried out by any statutory authority, the same shall be carried out by the Flat Purchasers and the other acquires of the flats in the said Buildings at their own costs, expenses, risks and liabilities and the Promoters will not in any manner be responsible for the same.

58) The Promoters shall be at liberty to sell, assign or otherwise deal with or dispose off its right, title or interest in the said entire land including the said property or in the said building to be constructed by the Promoters but the same shall not effect the Flat purchased by the Flat Purchasers.



Effect the Flat ✓	
0080	20

59) Under no circumstances, the possession of the flat shall given to the Flat Purchasers unless and until all payments required to be made under this Agreement by the Flat Purchasers has been made by him/her/them.

erit
M.V.I.

60) The Flat Purchasers shall not be entitled to claim partition of his/her/their share in the said property and/or the said Building

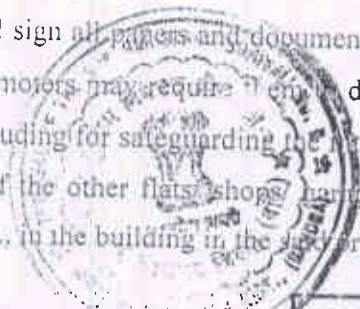
and/or the said flat and the same shall always remain undivided and impartable.

edit
M.V.I.

61) In the event of the society being formed and registered before the construction and/or sale and/or disposal by the Promoters of all the Flats/ Shops/Garages/Parking space and hoarding space etc., in the said Building as aforesaid, the Powers and authority of the society so formed of the Flat Purchasers and other Purchasers of flats, shall be subject to the over all control of the Promoters on all or any of the matters, concerning the said Building, the construction and completion thereof and all amenities appertaining to the same and in particular but without prejudice to the generality of foregoing, the Promoters shall have absolute authority and control as regards the FSI available for further construction, incomplete construction, unsold portion of such building including flats, garages, hoarding space, terrace and parking spaces and the disposal thereof and the society so formed shall not have any such right authority nor the society shall interfere, obstruct or commit or omit any act which will be harmful, injurious or prejudicial to the aforesaid right of the Promoters.

62) The Transfer deed and all document shall be prepared by the Advocate of the Promoters and shall contain covenants and conditions including those contained in this Agreement with such modifications, alterations and additions therein as the Promoters may deem fit and proper and other clauses which they think necessary desirable.

63) The Flat Purchasers shall sign all papers and documents and do all other things that the Promoters may require to be done from time to time in this behalf including for safeguarding the interests of the Promoters and holders of the other flats/shops/garages/parking space/ hoarding space etc., in the building in the said property.



64) All costs, charges and expenses in connection with the formation of the Co-operative Society as well as the costs, charges and expenses of preparing engrossing stamping and registering this and all other Agreements, Covenants, deeds including Deed of Apartment or any other documents required to be executed by the Promoters and/or the Flat Purchasers out of pocket expenses all costs, charges and expenses arising out of or under these presents as well as the entire professional costs of the Advocates or Solicitors for the Promoters including preparing and approving all such documents shall be borne and paid by the acquires of the

with the formation of	
costs, charges and expenses of preparing engrossing stamping and registering this and	
all other Agreements, Covenants, deeds including Deed of Apartment or any other documents required to be executed by the	
Promoters and/or the Flat Purchasers out of pocket expenses all	
costs, charges and expenses arising out of or under these presents	
as well as the entire professional costs of the Advocates or	
Solicitors for the Promoters including preparing and approving all	
such documents shall be borne and paid by the acquires of the	

edit
M.V.I.

tenements or by the Society proportionately including the Flat Purchasers. The Promoters shall not contribute anything towards such expenses. The Proportionate such share of the costs, charges and expenses payable by the Flat Purchasers shall be paid by the Flat Purchasers immediately on demand.

21741
M.V.I.

65) The flat purchasers shall pay brokerage to M/s. N-A at the rate of two percent on the total purchase price of the said flat/shop/garages/parking space/hoarding space on the execution of this Agreement.

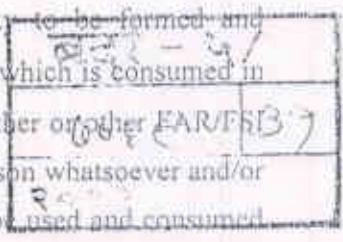
66) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in front of or adjacent to the terrace flats in the said Building, if any shall belong exclusively to the Promoters unless sold by the Promoters to the respective purchasers of the terrace flat and in the event of sell thereof such terrace spaces shall be intended to and shall be for the exclusive use of the respective terrace Flat Purchasers. The said Terrace shall not be enclosed by the Flat Purchasers till the permission in writing is obtained from the concerned local authority and/or the Promoters and/or the Society or as the case may be.

67) The Agreement is under the provisions of Maharashtra Ownership Flat Act and the Maharashtra Co-operative Societies Act and the conveyance of the property agreed to be transferred by the Promoters in favour of the Co-operative Society of the flat holders shall be executed in pursuance of the provisions of the Maharashtra Ownership Flat Act.

68) It is specifically agreed and declared that the flats as contemplated under clause 30 as above in favour of the society the flat holders of the said Building shall contain such covenants as may be necessary in the circumstances of the case shall inter alias contain:-



a. That the Flat Purchasers and/or the society to be formed and registered shall be entitled only to FAR/FSI which is consumed in the said building and in the event of any further or other FAR/FSI is available at present or in future for any reason whatsoever and/or any FAR/FSI by whatever name called can be used and consumed on the said portion of land or the said Building the Promoters alone shall be entitled to use and consume the same by putting addition or further construction on the said Building, touching the same or

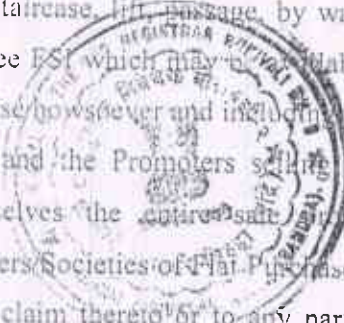


21741
M.V.I.

otherwise howsoever and the Flat Purchasers shall not be entitled to the same.

encl
m.v. I

- b. That the Promoters alone shall be entitled to use and consume any FAR/FSI acquired by them by way of Transfer of Development Rights or otherwise howsoever and by whatever name called the Flat Purchasers and/or society shall not be entitled to do so;
- c. The Flat Purchasers hereby gives all the powers, authority and consent to Promoters using and consuming aforesaid FAR/FSI and to put up construction as aforesaid as the plans which may be sanctioned by Brihan Mumbai Mahanagar Palika and other authorities for the sake of convenience;
- d. That such further construction may be way of additions, alteration, variations and/or modification of the plans, design, specification;
- e. That the Promoters shall be entitled to use and consume all FSI as may be permissible under law including the balance FSI, the Additional FSI available under DC Rules from time to time by any special concession, modifications of present Rules and Regulations granting FSI, FSI available in respect of read widening, set back, reservations, by way of Transfer of Development Rights howsoever in respect of the entire land or otherwise;
- f. That the Promoters shall be entitled to develop the said property fully by constructing additional buildings/floors/structures so as to avail of the full FSI permissible at present or in future for the said property including for staircase, lift, passage, by way of purchase of floating FSI, TDR free FSI which may be available on the said land or acquired otherwise howsoever and including putting up any additional construction and the Promoters selling the same and appropriating to themselves the entire sale proceeds thereof without the Flat Purchasers/Societies of Flat Purchasers/Federation of societies having any claim thereon or to any part thereof. The FSI of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the Promoters who shall be at liberty to use, deal with, dispose of, sell, transfer etc., the same in the manner the Promoters choose and the Flat Purchasers/societies of Flat Purchasers/Federation of societies agree not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above and in this agreement is carried out. The Promoters shall be entitled to consume such FSI by raising



1605	32
30/05/2008	

encl
m.v. I

217/11
M.V.I.

floor or floors on any structures including the said Building and/or putting additional structures and/or by way of extension of any structures;

g. That the terrace of the said building shall always belong to the Promoters;

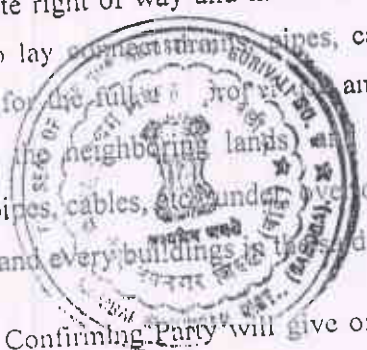
h. Such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the said premises hereby agreed to be sold in to whose hands whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove;

i. A covenant by Flat Purchasers to indemnify and keep indemnified the Promoters against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions;

j. A declaration that the Flat Purchasers shall not be entitled to any easement or right of light or air which would be restrict or interfere with the free use of any neighboring or adjoining premises and a declaration that the access and user of light and air to and for the premises purchased by the Flat Purchasers for any structures. Erection for building for the time being erected and standing therein from and over the neighboring or adjoining premises of the Promoters are enjoyed under the express consent of the Promoters;

k. A declaration that the Promoters shall have unfettered right to the full, free and complete right of way and means of access roads at all times and also to lay ~~connections~~ pipes, cables and other amenities necessary for the full use and enjoyment of the said lands (and the neighboring lands) and if necessary to connect the drains, pipes, cables, etc. under or over or along the land appurtenant to each and every buildings in the said lay out;

l. The Promoters and Confirming Party will give on perpetual lease basis a portion admeasuring 253.72 sq.mts. of the Schedule property to a separate limited company to be formed and registered by Promoters and/or Confirming Party and the and/or Promoters will construct on the said portion club house, recreation center, Gymkhana and other facilities. Such company shall be entitled to avail such facilities only for its members. The Flat Purchasers and other Purchasers of flats may become members thereof as per the terms offered by such company.



of the Schedule	
formed and registered	
Confirming Party	33
portion club house.	
Such company	

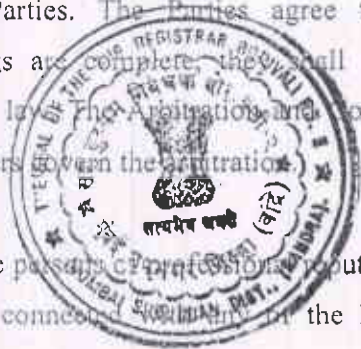
217/11
M.V.I.

69) DISPUTE RESOLUTION, MEDIATION, ARBITRATION AND JURISDICTION:

cl 47
M.V.I

69.1 The Parties to this Agreement hereby agree that they shall, at all times, act in good faith, and make all attempts to resolve all differences or disputes howsoever arising out of or in connection with this Agreement by direct negotiation between the parties, if the parties are unable to settle the disputes through direct negotiations, then in that event the parties agree to submit the dispute to mediation. Such mediation should be referred to MCHI Grievance Cell for resolving the disputes/differences between the parties. Any party to the dispute may give written notice to the other party of his or her desire to commence mediation, and a mediation session must take place within [30] days after the date such notice is given to the either party, failing which thereafter the Parties shall submit the dispute to arbitration as mentioned in Clause 48.2 below. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. Any party refusing to mediate shall not prevent the other party or parties from pursuing their claims in arbitration.

69.2. The Parties shall be bound to submit all disputes and differences howsoever arising out of or in connection with this Agreement, to arbitration by one (1) arbitrator, failing which by three (3) arbitrators: one nominated by the Developer, the second by the Flat Purchasers and the third chosen by the two (2) arbitrators so nominated by the Parties. ~~The Parties agree that until the arbitration proceedings are complete, they shall not take their disputes to a court of law. The Arbitration and Conciliation Act, 1996, shall in all matters govern the arbitration.~~



69.3. The arbitrators shall be persons of legal age, who are not directly or indirectly connected with the Parties to this Agreement. They shall have prior experience as arbitrators.

69.4. The place of arbitration shall be Mumbai. The language to be used in the arbitration proceedings shall be English.

The language to be used	English
	००४९ १९९८

69.5 The award of the arbitration proceedings will be final and binding on Parties to the Agreement.

cl 47
M.V.I

69.6 This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the laws of India. The Parties agree to submit to the exclusive jurisdiction of the courts in Mumbai in connection with any dispute arising out of or in connection with this Agreement.

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

SIGNED SEALED AND DELIVERED BY)
The within named "PROMOTERS")
RUSTOMJEE BUILDCON PVT. LTD.)
Through the hands of its Director)
Mr. Boman Rustom Irani)
In the presence of.....)


Boman R. Irani


SIGNED AND DELIVERED BY)
The within named "CONFIRMING PARTY")
Mr. BOMAN RUSTOM IRANI)
in the presence of.....)

Boman R. Irani


SIGNED AND DELIVERED BY)
The within named "FLAT PURCHASERS")
MR. VALLABHBHAI VASHRAMBHAI ITALIA)
MRS. MANJUBEN VALLABHBHAI ITALIA)
in the presence of.....)




M.V.I.



बदल - 4/1
008 E
२०२२

RECEIVED the day and year first hereinabove written of)
and from the withinnamed Flat Purchasers a sum of)
Rs.10,00,000/= (Rupees Ten Lakhs Only)
being the amount of earnest money to be paid by them to)
us paid by cash/cheque No.136760 dated 17.07.2012)
drawn on Axis Bank Ltd.) Rs.10,00,000/-)

WITNESS

WE SAY RECEIVED

For RUSTOMJEE BUILDCON PVT. LTD.

(PROMOTERS)

THE FIRST SCHEDULE ABOVE REFERRED TO:

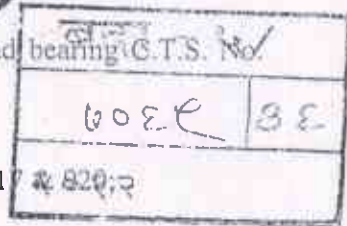
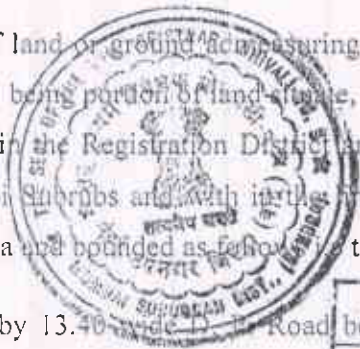
All that piece or parcel of land or ground measuring 18723.9 Sq.Mts.,
and bearing CTS No. 921/1 being portion of land situate, lying and being at
Village - Dahisar Tasluka Borivali in the Registration District and Sub-District of
Mumbai City and Mumbai Suburbs and within the limits of the Brihan
Mumbai Mahanagar palika and bounded as follows to say :-

On or towards the South by 13.40 wide D. Road bearing C.T.S. No/
921/8.

On or towards the North : By CTS No.921/5, 917 & 820;2

On or towards the East : By CTS no.921/12, 921/10 & 921/8;

On or towards the West : By 921/9, 921/7 & 921/5



61741
M.M.F.

THE SECOND SCHEDULE ABOVE REFERRED TO :

All that piece or parcel of land or ground admeasuring 798.76 Sq.Mts. and bounded as follows :-

On or towards the South by Building No. 1 and internal Recreation Garden;

On or towards the East by Internal Recreation Garden, 30' Internal Road & Building No.3;

On or towards the North : By CTS No.921/7

On or towards the West : By CTS No. 921/9

THE THIRD SECHDULE ABOVE REFERRED TO:

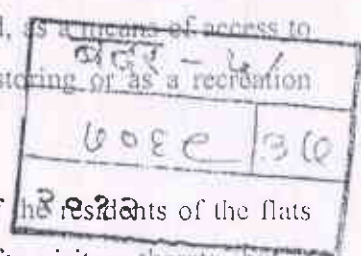
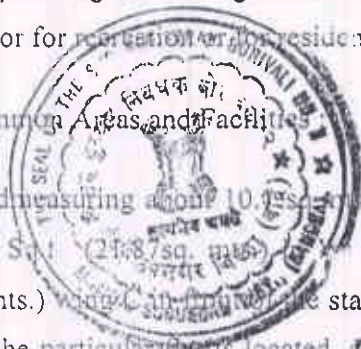
The nature, extent and description of the "Common Areas and Facilities" and of the "Limited Common Area and Facilities" shall be as under :-

1. Common Areas Facilities :-

- a) Entrance lobby and foyer of the Building
- b) Compound of the building i.e. the open area (out of the said land described in the Second Schedule above) appurtenant to the built-up area of the building, but excluding the open car parking spaces in the compound allotted/to be allotted to the respective Flat Holders and garages, if permitted and constructed ;
- c) 1.52 m (5ft.) wide staircase and including main landing, for the purpose ingress and egress but not for the purpose of storing or for recreation or residence or for sleeping;

2. Limited Common Areas and Facilities

- a) Landing admeasuring about 10.1 sq.mts. (108.75sq.ft) in Wing A, 235.50 Sq. (2468/sq. mts) in Wing B and 108.75 sq.ft. (10.1 sq. mts.) including the stairs and lift on the floor on which the particular flat is located, as a means of access to the flat but not for the purpose of storing or as a recreation area, or for residence or for sleeping;
- b) This landing is limited for the use of the residents of the flats located on that particular floor and for visitors thereto, but is subject to means of access for reaching the other floors, available to all residents and visitors;

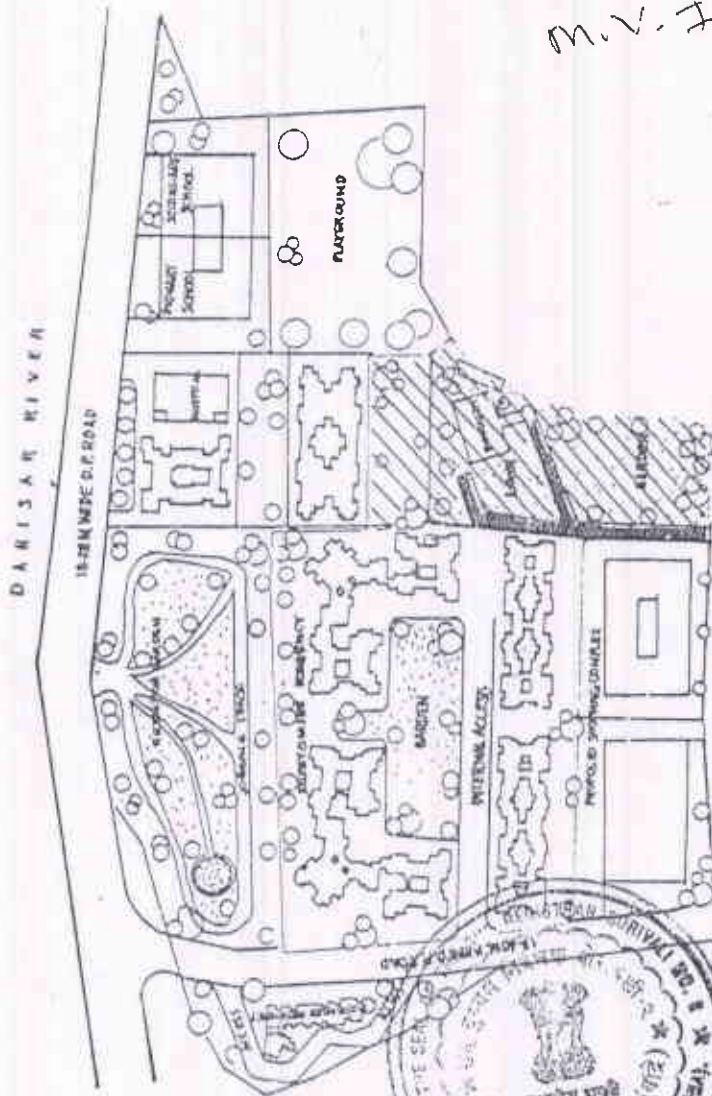


2747
M.V. J.

ANNEXURE 'I'
PLAN OF THE PROPERTY



07/07
M.V.I.



← 12 APPROX. STN →
TO DANISAR RIVER STN →



LAYOUT - PLAN



05/07 - 2/	
008E	37

Original Not available
Sujata

30

Encl. No. 17(4) & B. West
Dr. Babasaheb Ambedkar Market Bldg.
Candivall (West), Mumbai-400021

BRIHANMUMBAI MAHANAGARPALIKA

NO. CHU/A-1084/BRIWS/AB OF

17 JAN 2003

To,
Smt. Sonam R. Irani,
Owner.

Sub: Permission to occupy the completed building No. 1 on plot bearing C.T.S. No. 921/1 of village Dahisar situated at Jaywant Sawant Road, Dahisar (West).

Sir,

Ref: Your Arch's letter dated 27.10.2001.

The development work of building No. 1 comprising of wings 'A', 'B' and 'C' split + 15 upper floor on Plot bearing C.T.S. No. 921/1 of village Dahisar situated at Jaywant Sawant Road, Dahisar (West) is completed under the supervision of Shri Ashwin Dhavari, Licensed Surveyor, having Lic. No. S/24 Shri Navin C. Shah, Licensed Structural Engineer, having Licence No. STR/19 and Lic. Site Supervisor, Shri Shankhyan C. Chudasma, having Licence No. C/59/SS-III, may be occupied on the following conditions.

1. That the certificates U/s 270A of G.M.C. Act shall be obtained from A.E.W.W.R/North and a certified copy of the same shall be submitted to this office.
 2. That the Co-op. Reg. Society shall be formed and registered within three months from the date of issue hereof, or before S.C.C. whichever is earlier.
 3. That D.I.L.R.'s certificate for transfer of ownership of back-land in the name of M.C.G.M. shall be submitted before S.C.C.
 4. That the Final N.O.C. from S.G. shall be submitted to this office before S.C.C.
 5. That all the deposits shall be claimed within 6 years from the date of its payment or within a year from S.C.C. whichever is earlier, failing which, the same will be forfeited which please note.
- A set of plan duly approved herewith is taken as approval.



CHU/A-1084
DOEE BE
2003

ANNEXURE III
TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

K. C. Chitambar

SPACIOUS TERRACE, 1ST FLOOR,
77, NARAYAN SHIMBHOJI CHITAM,
THAKAR ROAD, LAKHAPUR (M).
MUMBAI 400 034.
TEL. : 403 3387 / 403 3388
FAX : 403 4009

11 October 1995

Ref. No. 100/1000-31/4/20/95

- 1. Shri. Dhanu S. Irani,
 - 2. Shri. Parochy S. Irani,
 - 3. Shri. Tehnton S. Irani,
- Ideal Farm,
Dahisar (West),
Mumbai 400 188

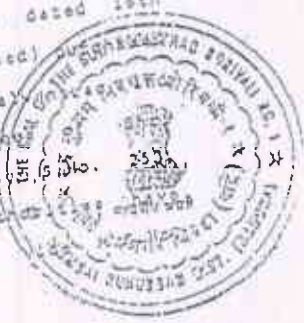
Dear Sirs/Madam,

Re:- Property at Dahisar, Taluka Borivli in the Registration District and Sub-District of Bombay City and Bombay Suburban S.No. 158A (part), C.T.S.No. 311/1 - 311/13 Admeasuring 57,401.2 belonging to Parochy S/o. Rustom Sheriar Irani, Dhanu S/o. Rustom Sheriar Irani and Tehnton S/o. Rustom Sheriar Irani.

We have caused the search to be taken of the above property along with other properties at the office of Sub-Registrar at Vasal from 1951 to 1995 and at Dandera and Bombay from 1953 to 1995 and have obtained 7/12 extracts Mutation Entries, Property Register Card. We have caused public notice issued in news papers which appeared in the issue of Yash Press Journal dated 22nd July, 1995. In the issue of Yash Press Journal dated 22nd July, 1995 and in the issue of Jambhodai dated 22nd July, 1995.

1. From the search we find that by a Conveyance dated 10th August, 1950 Shri. Rustom Sheriar Irani (since deceased) from Shri. Madhavrao Shankarrao Pandit, Madhukar. Bai, Bhelchandra Krishnarao, the executors and trustees of Krishnarao Ranchendra Madgeonkar Properties bearing Nos. 254, 257 and 258. Accordingly Revenue authorities have recorded name of Shri. Rustom Sheriar Irani on 11/8/50.

11/8/50
KANTILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS



बदर-२
२२२
२०११

बदर-२/
२२२
२०१०

बदर-५/
६०४६
२०१२

2. By another Conveyance dated 25.4.1951 registered with the Sub-Registrar Vesal at No. 320 of 1951 on the name of Shri. Rustom Shorlar Irani purchased from Shri. Sobra; Motumal Vadnava property bearing S.No. 251, Hissa No. 3 Part admeasuring 3 guntas and 71 sq. yards i.e. 317.72 sq. metres. Accordingly the Revenue Authority has vide M.2.No. 11799 transferred/ recorded name of Shri. R. Irani on 2.2.1953.

3. From M.2.No. 2578 we find that one Balkrishna Sadashiv Kacharekar was the owner of property bearing S.No. 251, Hissa No. 5-A. The said Kacharekar and Shri. Rustom Irani have by mutual understanding exchanged their properties i.e. area admeasuring 300 sq. yards out of S.No. 251, Hissa No. 5-A was given to Rustom Irani in exchange of area admeasuring 336 sq. yards out of S.No. 251 owned by Rustom Irani. However, no document seems to have been executed by the parties and it appears the parties have submitted their case before the Revenue Authority and the Revenue Authority has accordingly made necessary corrections in its records and effected the said Mutation Entry.

4. The said Rustom Irani died at Mysore on 3rd June, 1953 leaving behind his last will and testament dated 1st August, 1953 and leaving behind him his wife Parrokh and two sons, woman (i.e. yourself) and Tehnon, as his only heirs and next of kin according to Indian Succession Act, 1925 as applicable by which he was governed. By the said will he appointed (1) Parrokh K. Irani, (2) Adil K. Irani and (3) Adil K. Irani as the executors and trustees of his estate.



Page 46

45

45

KANTILAL UNDERKAT & CO
 ADVOCATES & SOLICITORS

K.G. Underkat

REGISTRAR GENERAL, 151 A/COS.
 11, BALLY CHANDRAN ROAD, CENTRE,
 MUMBAI 400 014
 TEL: 403 2197 403 2144
 FAX: 403 2524

Date _____ 199

Ref. No. _____

Iranzi and Boman S. Iranzi expired on 24th October, 1983 and 11th July, 1991 respectively and in the premises Shri. Adil K. Iranzi is the only surviving Executor and Trustee of the said Will.

5. From M.S. No. 65/9 we find that the Revenue Authority has on 21.9.1990 deleted the name of Shri. R.S. Iranzi and recorded the names of said Smt. Porochu R. Iranzi, Tehmtan R. Iranzi and Boman K. Iranzi (i.e. yourself).

6. From search we find that Shri. Rustom S. Iranzi had executed Grant of Right of way on 22.7.1987 and 27.10.1987 in favour of M/s. Happy Home Plot Owners Co-op. Housing Society Limited for 7' and 30' access from and through the above properties. The said Grant of Right of way is registered with Sub-Registrar, Bombay at No. 3008/87 on 11.3.1988 and 3009/87 on 11.3.1988. M/s. Happy Home Builders have by their letter dated 10.1.1994 bearing No. HHD/DMH/GEN/94 informed Mrs. P.R. Iranzi that discontinued w.e.d. March, 1993 the use of temporary agreement dated 25.10.1987.

7. From City Survey records i.e. the property records we find that the properties bearing C.T.S. Nos. 921 and 922 were agricultural lands.

8. The above plot bearing C.T.S. No. 921/13 is being used for Agricultural use.

9. By a Deed of Transfer dated 18th June 1994 executed by Shri. Adil K. Iranzi as sole Executor and Trustee of the said Will and Testaments dated _____

Adil K. Iranzi
 Executor and Trustee



Page 47

बदर-२	
२८८	४४
२००९	

बदर-२/	
२८८	४०
२०१०	

40

बदर-५/	
५०४	४३
२०१२	

60

- 4 -

therein called the Transferor and yourselves therein called the Transferees/ Beneficiaries, and lodged for registration with the Sub-Registrar, Bombay, DBM 1-2159/74 on the same day, the properties of the deceased were transferred to you.

10. The said GTS No. 921 is subdivided into 13 sub-plots bearing GTS Nos. 921/1 to 921/13.

11. We have cleared public notice inviting claims in respect of above plot along with other plots.

12. In response to the said public notice we have so far not received any claim.

13. You have agreed to grant development rights in respect of the said property to M/s. Keystone Builders Pvt. Ltd. under an agreement dated 21-3-74.

14. You have informed us that except the said agreement there is no further or other transactions in the matter.

15. In the premises, your title of the above property bearing GTS No. 921/1 to 921/13 as the owners, is marketable, free from encumbrances and reasonable doubt.

Yours faithfully,

Mandilal Vindhalal



बदर-२
८२२८
२००९

बदर-२/
८२२८ १८
२०१०

बदर - ५/
६०४ ६ ६४
२०१२

Page 48

45

17

मालमत्ता पत्रक

तालुका/न.भू.मा.का. -- न.भू.अ.बांरीवली

जिल्हा --



दहिसर
रु. नो. न.

शासनाधीन भूमी अथवा शासनाधीन भूमी भाग्यक्रम
अधीन भूमी भाग्यक्रम

मालमत्ता क्रमांक
प्लॉट नंबर
प्लॉट क्षेत्र
चौ.मां.

बिनशेती सादा र.
सन १९९७-९८ पासून

१२१/१ / १२१/१

[१५२९५.२]
१५३३६.४
+४२३५७.५
न.भू.क्र.१२१/१,१२२
१२३,१२४ चे क्षेत्र
----- सामाजिक
५७६९३.९
३८९७०.० न.भू.क्र.१२१/२ त
१२१/३ चे क्षेत्र
----- वजा
१८७२३.९

सुविधाधिकार

हस्ताक्षर मूळ धारक
वर्ष १९६८ [श्रीलंका]

पट्टदार

इतर धार

इतर धार

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टदार (प) किंवा धार (भा)	साक्षरता
२८/०९/१९९४	मा.अधि.भूमि अभिलेख मुंबई उपनगर जिल्हा मुंबई यांचेकडून क्रमांक आर.इ.व्ही/४४/न.भू.४/क्षे.दु.एम.आर.१२३१/९४ दि.१४.९.९४ चे आदेशान्वये न.भू.क्र.१२१ या मिळकत १५२९५.२ चौ.मि.एवजी १५३३६.४ चौ.मि.क्षेत्र दाखल			यह - १९९६-०८-०२ पासून न.भू.अ बांरीवली
०२/०८/१९९६	मा.विशेष भूसंपादन अधिकारी क्र.७ मुंबई उपनगर यांचेकडून एल.ए.क्यू.अवाड ५९३ दि.१४.८.९९ ताबा पावती दि.२७.१.९९ म् महाराष्ट्र शासन राजपत्र दि.१२.२.८७ अन्वये डि.पी.संख्या भूसंपादन केलेल्या ५६७.२ चौ.मि.क्षेत्रास भूसंपादन झाल्याची नोंद घेतली.			यहो - १९९६-०८-०२ पासून न.भू.अ बांरीवली



५०४९ २५

मालमत्ता पत्रक



विभाग/नॉय - दहिसर
 तालुका/न. भु. मा. का. -- न. भु. अ. बोरोवली
 जिल्हा -- मुंबई उपनगर जिल्हा
 नॉय नंबर - १२४/१
 प्लॉट नंबर - १२४/१
 क्षेत्र -
 धारणा - १२

दिनांक	व्यवहार	डिंड क्रमांक	नविन घटक (धा) पट्टदार (प) किंवा भार (भा)	साक्षीकरण
१८/०३/२००६	अर्ज, जबाब भृत्युचा दाखला डिंड ऑफ इंडिन्टिटी बॉन्ड अन्वये मयताचे नांव कमी केले व पूर्वी दाखल असलेले वारसांचा नांव कायम केले.			क. एम. अ. २५९४ प्रमाण सही - १०/०३/२००६ न. भु. अ. बोरोवली

नकाशा क्रमांक - अर्ज क्र. २८३६
 नकाशा अर्ज दाखल तारीख २३/११/११ एकूण नोंदी ७
 नकाशा तयार तारीख २४/११/११ नकाशाचे शुल्क १४०
 नकाशा दिल्याची तारीख २२-DEC-२०११
 नकाशा तयार करणारा ४२१४१७
 नकाशा तपासणारा ४२१४१७
 एकूण शुल्क - १४६

न. भु. अ. बोरोवली
 मुंबई उपनगर जिल्हा

मन्य प्रतिलिपि
 मंगळ भूमापन अधिकारी
 बोरोवली



प्रमुख लिपीक
 मंगळ भूमापन अधिकारी
 बोरोवली



२४/११ - २४/११
 ७०६ ← ६००

मालमत्ता पत्रक

विभाग/मॉले -- दहिसर

तालुका/न.भु.मा.का. -- न.भु.अ.बोरीवली

जिल्हा --



नगर भूमापन क्रमांक / का. फौ. न.	प्लॉट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	मालमत्ता दिवस/वेळ (न.भु.अ.बोरीवली तपशील आणि न.भु.अ.बोरीवली तपशील)
१२१/२	१२१/२		५१६२.८	[रॉली] क	

सुविधाधिकार

हस्ताक्षर/मुद्रा धारक

पट्टेदार

इतर भार

इतर शरें

दिनांक	प्रकार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	हस्ताक्षर
२१/०१/१९९७	भा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे कडील आदेश क्र. सी.कापो-७/पो.वि./एल्.आर.२७३६ दि.१०.१०.९६/दि.१०.११.९६ अन्वये व सी.ए.न.१०१/९६ व मा.नगर भूमापन अधिकारी यांचे कडील आदेश क्र.न.भु.दहिसर १२१/२ से १२४/पो.वि./१७ दि.२६.१.९७ अन्वये न.भु.क्र.१२१/२ ची नविन स्वतंत्र सिट्टकल यंत्रिका उपपट्टे त्पावर ५१६२.८ चौ.मी.क्षेत्र दाखल केले. सदरचे क्षेत्र डि.पी. रॉडकडे यां ह्यागारे आहे.सत्ता प्रकार रॉली दाखल केली.			सहा - १९९७-०१-२१ ००:००:०० न.भु.अ. बोरीवली
०४/०२/१९९७	मा.नगर भूमापन अधिकारी मुंबई यांचेकडील आदेश क्र.न.भु.दहिसर/न.भु.क्र.१२१ से १२४/पो.वि./१७ दि.२६.१.९७ अन्वये दि.२६.१.९७ चे नोंदीतील भा.जिल्हाधिकारी मुंबई उपनगर यांचे आदेशाचे नगर घुकोने दाखल केलेले दि.१०.१०.९६ ही दुसऱ्या प्रकलन दि.१०.११.९६ अशा दाखल केली.			सहा - १९९७-०२-०४ ००:००:०० न.भु.अ. बोरीवली
१२/०२/२००२	सहा. अभियंता भूसंपादन (वार्ड),आर उत्तर व. मु. म. न. पालीका यांचे कडील पत्र व ताबेपावती क्रमांक ACQ/WS/FSI-१२७७ दिनांक १२/१२/०१ आणी दु नि. मुंबई, यांच्या कडील रजिस्टर्ड डिक्लरेशन कम इंडमिटी वॉडअन्वये न.भु.क्र. १२१/२ क्षेत्र ५१६२.८ चौ.मी. डि.पी.रॉड या आरक्षणा साठी ताब्यात घेतले धारक सदरी व. मु.म.न पालीकाचे नाव दाखल केले व सत्ताप्रकार फं असा दा उल केली	पट्टे-६-४२८/०२ २१/०१/२००२	म बृहनमुंबई महानगरपालीका (डि.पी.रॉड)	सहा - १२/०२/२००२ न.भु.अ. बोरीवली

तपासणी करणारा -

2136

न.भु.अ.बोरीवली

23/11/2011

24/12/2011

2 - DEC-2011

21/11/11

23/11/11

02

8

12



नगर भूमापन अधिकारी

बोरीवली

२१/

७०६९ ४८

२८

प्रमुख लिपीक

नगर भूमापन अधिकारी

बोरीवली

मालमत्ता पत्रक

विभाग/नोंजे -- दहिसर

तालुका/न.भु मा का. -- न.भू.अ.बोरीवली

जिल्हा



सं. भू.पत्रक / का. व्हा. नं.	शास. नंबर	प्लॉट नंबर	क्षेत्र चौ.मां	भारमोधिकार	शासनालय, दहिसर, जिल्हा मुंबई उपनगर, जिल्हा शासनालय, तालुका/न.भु मा का. -- न.भू.अ.बोरीवली
१२१/४	१२१/४				
		१०२१.१	सौ	[मोती]	

सुविधाधिकार

इच्छाया मुळ धारक

पट्टदार

इतर धार

इतर शीरे

दिनांक	व्यवहार	खंड क्रमांक	नायेन धारक (धा) पट्टदार (प) किश्या पार (भा)	साक्षात्कन
२१/०१/१९९७	मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे कडोल आदेश क्र. सो.फावा-७/पो.वि./एस्.आर.२७३६ दि.(१०.१०.९६)दि.१०.१.९६ अन्यथे व मो.र.नं.१०१/९६ व मा.नगर भूमापन अधिकारी यांचे कडोल आदेश क्र.न.भू./दहिसर १२१ ते १२४/पो.वि./१७ दि.२१.१.९७ अन्यथे न.भू.क्र.१२१/४ ची नविन स्थळीय मिळकत यादिका उघडून त्यावर १७२११ चौ.मि.क्षेत्र दाखल केले. तदरच क्षेत्र ज्युनियिपल प्रायमरी स्कूलकडे वर्ग होणारे आहे सवय रस्ता प्रक शीरे दाखल केला.			सती - १९९७-०१-२१ ००.००.०० न.भू.अ. बोरीवली
०४/०२/१९९७	मा.नगर भूमापन अधिकारी मुंबई यांचेकडोल आदेश क्र.न.भू. दहिसर/न.भू.१२१ ते १२४/पो.वि.१७ दि.२१.१.९७ अन्यथे दि.२१.१.९७ चे नोंदीतील मा.जिल्हाधिकारी मुंबई उपनगर यांचे आदेशाची नजर घुकीने दाखल केली दि.१०.१०.९६ ही दुकस्त कल्प दि.१०.१.९६ अशी दाखल केली.			सती - १९९७-०२-०४ ००.००.०० न.भू.अ. बोरीवली
१६/०८/२००६	अर्ज व मा.जिल्हाधिकारी मु. यांचे कडोल वि.शे. आदेश क्र. C/Desk VII A/LND/NAP/SR ८०८५ दि. ३/४/२००६ व इकडोल मो.र.नं. अ-१८५/०६ दि. २१/६/०६ अन्यथे न.भू.क्र. १२१/४ व १७२११ चौ.मि. क्षेत्र ७/१२ प्रमाणे धारक सदरी असलेल्या नावाची नोंद केली व सरत प्रकार शीरे रेंवणी " सो " दाखल केला.		[धा] श्री. बोरिवली	क्र. रफार प्र. ४९९ प्रमाणे सती - १६/०८/२००६ न. भू. अ. बोरीवली
२०/११/२००६	बहीस पत्राने अर्ज नवाब व मा.दु.नि.मु. यांचे कडोल इंडिपर व सुधी क्र. 11 बचज १८३५/०१ दि. २९/१०/२००६ अन्यथे यांचे दाखल केले.	S.I.	श्री. बोरिवली	क्र. रफार प्र. ५२९ प्रमाणे सती - २०/११/२००६ न. भू. अ. बोरीवली



अर्ज क्र. 1034

नकाशे तयार झालेले तारीख 23/12/99 एकूण नोंदी नकाशा
नकाशे तयार झालेले तारीख 21/12/99 एकूण नोंदी नकाशा
नकाशा तयार झालेले तारीख 2 - DEC-2011

न.भू.अ.बोरीवली

मुंबई उपनगर

मन्य प्रतिलिपो

प्रमुख लिपीक

नकाशा तयार झालेले तारीख 21/12/99 एकूण नोंदी नकाशा
नकाशा तयार झालेले तारीख 2 - DEC-2011

मा.भूमापन अधिकारी बोरीवली

१०६८	१५०
------	-----

एकूण मूल्य १०२

मालमत्ता पत्रक

विभाग/मोजे - दहिसर

तालुका/न.भु.मा.का. -- न.भू.अ.बोरीवली

जिल्हा -



क्र.मा. / ए.सी. नं.	राइट नंबरा	प्लॉट नंबरा	क्षेत्र चौ.मी.	धारणाधिकार
१२१/५	१२१/५		४३४५.६	श [शंती]

मुंबंधाधिकार

इच्छाका मुळ धारक

पट्टेदार

इतर भार

इतर शी

दिनांक	क्रमांक	खंड क्रमांक	नविन धारक (प) पट्टेदार (प) दिवा भार (प)	साक्षीकरण
२१/०१/१९९७	मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे कडील आदेश क्र. सो.का.मो-७/पो.वि./एम्.आर.२७३६ दि.१०.१०.९६) दि.१०.१.९६ अन्वये व मो.स.नं.१०१/९६ व मा.नगर भूमापन अधिकारी यांचे कडील आदेश क्र.न.भू.दहिसर १२१ ते १२४/पो.वि./९७ दि.२१.१.९७ अन्वये न.भू.क्र.१२१/५ ची नाविन स्थतत्र मिळकत पंजीकृत झडून त्यावर ४३४५.६ चौ.मि.क्षेत्र दाखल केले. सदरचे क्षेत्र चौ.मी. कडे वग होणारे आहे. सत्ता प्रकार शंती दाखल केला			शती - १९९७-०१-२१ ०० ०० ०० न.भू.अ. बोरीवली
०४/०२/१९९७	मा.नगर भूमापन अधिकारी मुंबई यांचेकडील आदेश क्र.न.भू.दहिसर/न.भू.क्र.१२१ ते १२४/पो.वि./९७ दि.२१.१.९७ अन्वये दि.२१.१.९७ चे नोंदीतील मा.जिल्हाधिकारी मुंबई उपनगर यांचे जापराणी नगर पुकाने दाखल केलेला दि.१०.१०.९६ हा दुरुस्त करून दि.१०.१.९६ अशी दाखल केली.			शती - १९९७-०१-०४ ००:००:०० न.भू.अ. बोरीवली
२६/०३/२००४	सहाय्यक अभियंता (डेव्ह.प्लॅन) W/S आर/एन व.मु.म.न.पा. यांचेकडील पत्र व तावेपावती क्र.०५८९ दि. ७/०४/२००३ आणि दु.मि.मुंबई यांचेकडील रजिस्टर्ड डिप्लोमेशन काय इंडेन्टिटी बॉर्ड सुची क्र. II अन्वये न.भू.क्र. १२१/५ क्षेत्र ४३४५.६ चौ.मी. प्लोप्राउड या अरक्षणासाठी ताब्यात घेतलेले धारक सदरी नाव दाखल केले व सत्ता प्रकार 'फ' दाखल केला	क्र.वदर-६-१५०६ /०३ ०६/११/२००३	श मुंबई महानगरपालिका	पत्रा क्र. २६/०३/२००४ शती - २६/०३/२००४ न.भू.अ. बोरीवली

नकाशा करवाता

अर्ज क्र. 2436
नकल अर्ज करवाता तारीख 23/11/11 एकूण नोंदी / नकाशा
नकल तारीख 21/11/11 क्षेत्र गूलक १०
नकल दिनांक 2 - DEC-2011
नकल शहर २०११
नकल तपासणार
प्रमुख लिपीक
नगर भूमापन अधिकारी
बोरीवली



२१
००६६ १५९
२०११

मालमत्ता पत्रक

विभागा/मोजे -- इहिसर

तालुका/न.भू.मा.का. -- न.भू.अ.बोरीवली

जिल्हा --



नगर भूचपन क्रमांक / का. ली. न.	लिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मां.	भाषणाधिकार	शासकालीन दिनांक अथवा मालमत्ता दिनांक
१२१६	१२१६		११२८.३	सी (शेती)	

सुबिधाधिकार

इच्छितो मुळ धारक वार

पट्टेदार

इतर भार

इतर शीरे

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षात्करण
२२/०१/१९९७	मा.जिल्हाधिकारी मुंबई उपनगर भागाचा यांचे कडील आदेश क्र. सी.का.नं.-७/पो.वि./एस्.आर.२७३६ दि.१०.१०.९६/दि.२०.१.९६ अन्वये व सी.र.नं.१०९/९६ व मा.नगर भूमापन अधिकारी यांचे कडील आदेश क्र.न.भू.इहिसर ९२२ ते ९२४/पो.वि./९७ दि.२१.१.९७ अन्वये न.भू.क्र.९२१/६ चो नविन स्वतंत्र मिळवून घेतल्या उपर्युक्त त्यावर २१२८.३ चौ.मि.क्षेत्र दाखल केले. सदरचे क्षेत्र सेकंडरी स्कूल फाई वॉर्गोवारे आहे. सत्ता प्रकार शेती दाखल केला.			सी - १९९७-०१-२१ ००.००.०० न.भू.अ. यारीवली
०८/०२/१९९७	मा.नगर भूमापन अधिकारी मुंबई यांचेकडील आदेश क्र.न.भू.इहिसर/न.भू.क्र.९२१ ते ९२४/पो.वि./९७ दि.२१.१.९७ अन्वये दि.२१.१.९७ चो नोंदीवेली मा.जिल्हाधिकारी मुंबई उपनगर यांचे आदेशाची नजर घुणोने दाखल केलेली दि.१०.१०.९६ चो दुकानत क्रमांक दि.१०.१.९६ अर्जात दाखल केला.			सी - १९९७-०२-०४ ००.००.०० न.भू.अ. यारीवली
१६/०८/२००६	अर्ज व मा.जिल्हाधिकारी मु. यांचे कडील वि.शे.आदेश क्र. C/Desk VII A/LND/NAP/SR ८०८५ दि. ३/४/२००६ व इकडील मो.र.नं. अ-२८५/०६ दि. २९/६/०६ अन्वये न.भू.क्र. ९२१/६ चे २२२८.२ चौ.मि. क्षेत्रास ७/१२ प्रमाणे धारक सदरी असलेल्या नावाची नोंद केली व सत्ता प्रकार शेती एवजी " सी " दाखल केला .		[धा] श्री. बामन आर इराणी	वि.रफार क्र. ८५९ प्रमाणे सी - १२/०८/२००६ न.भू.अ. यारीवली
२०/११/२००६	अर्ज जबाब व मा.दु.नि.मुंबई यांचे कडील इडिपर व न्युचो क्र. II बचज १८३५/०१ दि. २९/१०/२००१ अन्वये नाव दाखल केले .	S1	[L] मे/रुस्तम इराणी फाऊंडेशन ट्रस्टचे ट्रास्टी श्री. बामन आर इराणी .	न.भू.अ. यारीवली प्रमाणे सी - २०/११/२००६ न.भू.अ. यारीवली

तपासणी करणारा - अर्ज क्र. 2636

नक्षल अर्ज क्रमांक तारखेचा नोंदीकरण नोंदीकरण नोंदीकरण नोंदीकरण

नक्षल तारखेचा नोंदीकरण नोंदीकरण नोंदीकरण नोंदीकरण

नक्षल दिनांकची नोंदीकरण नोंदीकरण नोंदीकरण नोंदीकरण

नक्षल तारखेचा नोंदीकरण नोंदीकरण नोंदीकरण नोंदीकरण

नक्षल तपासणारा Mushalla

मुख लिपिक

नगर भूमापन अधिकारी

एकूण गुण - १०२

दिनांक - २९/११/२०११
 अधिकारी - ००६८५२
 २०२१

मालमत्ता पत्रक

विभाग/नों - दहिसर तालुका/न.भू.मा.का. -- न.भू.अ.बोरीवली



नगर भूतपन क्रमांक / पर. प्लो. न.	दंड नंबर	दंड नका	शिव	धारणाधिकार	जिल्हा
१२१/७	१२१/७				मुंबई उपनगर जिल्हा
		४७३६.९		शेत	

सुविधाधिकार
 हक्काच्य मळ धारक
 पट्टेदार
 इतर भार
 इतर शी

दिनांक	ध्याय	दंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षीकरण
२१/०१/१९९७	मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे फडोल आदेशा क्र.सां.कायां-७/पो.वि./एस्.आर.२७३६ दि.(१०.१०.९६)दि.१०.१०.९६ अन्वये व मो.र.नं.१०९/९६ व मा.नगर भूतपन अधिकारी यांचे फडोल आदेशा क्र.न.भू.दहिसर १२१ ते १२४/पो.वि./१७ दि.११.११.९७ अन्वये न.भू.क्र.१२१/७ ची नविन स्वतंत्र मिळकत पत्रिका उपर्युक्त त्याच ४७३६.९ चौ.मि.क्षेत्र दाखल केले.सदरचे क्षेत्र एम्.एच.कडे वगैरे होणारे आहे. व सना प्रकार शेतो दाखल केला.			साक्षी - १९९७-०१-२१ ००:००:०० न.भू.अ. बोरीवली
०४/०२/१९९७	मा.नगर भूतपन अधिकारी मुंबई यांचे फडोल आदेशा क्र.न.भू.दहिसर/न.भू.क्र.१२१ ते १२४/पो.वि./१७ दि.११.११.९७ अन्वये दि.२१.११.९७ चे नोंदीतील मा.जिल्हाधिकारी मुंबई उपनगर यांचे आदेशाची नगर भूतपने दाखल केल्याची दि.२०.१०.९६ ही दुसऱ्या फळ दि.२०.११.९६ अशी दाखल केली.			साक्षी - १९९७-०२-०४ ००:००:०० न.भू.अ. बोरीवली

प्रार्थी क्र. - 2234 3
 न.भू.अ.बोरीवली
 न.भू.अ.बोरीवली
 न.भू.अ.बोरीवली
 न.भू.अ.बोरीवली
 न.भू.अ.बोरीवली
 न.भू.अ.बोरीवली

न.भू.अ.बोरीवली
 मुंबई उपनगर जिल्हा



प्रमुख लिपीक
 नगर भूतपन अधिकारी

००२९ ५३

मालमत्ता पत्रक

विभाग/मोजे -- दहिसर

तालुका/न.भू.मा.का. -- न.भू.अ.बोरीवली

जिल्हा -



नाम भूपापन क्रमांक / मा. प्लॉ. न.	प्लॉट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	विधानमंडळाचे दि. १०/१०/१९६६ च्या अधिनियमाच्या अन्वयेत न.भू.अ. बोरिवली येथील अर्जांचे निराकरण करणेबाबतचे नियम (१९६६)
९२१/८	९२१/८		५३६३.८	[शेती]	

सुविधाधिकार

सुविधाचा मुल्य धारक

मुदत

इतर भाग

इतर संत

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) गट्टेदार (प) किंवा भार (भा)	साक्षकन
२१/०१/१९९७	मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे कडील आदेश क्र. २०१/१९९७/पो.वि./एस्.आर.२७३६ दि.१०.१०.९६ अन्वये व मो.र.नं.१०१/९६ व मा.नगर भूपापन अधिकारी यांचे कडील आदेश क्र.न.भू./दहिसर ९२१ ते ९२४/पो.वि./९७ दि.२१.१.९७ अन्वये न.भू.क्र.९२१/८ ची नविन स्वतंत्र मिळकत पत्रिका उघडून त्यावर ५३६३.८ चौ.मि.क्षेत्र दाखल केले. सदरचे क्षेत्र डि.पी. रोडफंडे वर्ग होणारे असून सत्ता प्रकार रांती दाखल केला.			सही - १९९७-०२-२१ ००:००:०० न.भू.अ. बोरीवली
०४/०२/१९९७	मा.नगर भूपापन अधिकारी मुंबई यांचेकडील आदेश क्र.न.भू. दहिसर/न.भू.क्र.९२१ ते ९२४/पो.वि./९७ दि.२१.१.९७ अन्वये दि.२१.१.९७ चे नोंदीतील मा.जिल्हाधिकारी मुंबई उपनगर यांचे आदेशांचा नजर घुकीने दाखल केलेली दि.१०.१०.९६ ही दुरुस्त यत्न दि.१०.१.९६ अर्जा दाखल केली.			सही - १९९७-०२-०४ ००:००:०० न.भू.अ. बोरीवली
२०/०३/२००२	सहा. अभियंता भूतपापन (आर.वाई) व्. सु. म. न. फार्लीया यांचे कडील वर व त्यासोबतची साधेपधारी क्र. ACQ/WS/FSI-१२७७ दि.२८/१२/९९ आणी द्. नि. मुंबई, पाश्चा कडील रॉलस्टॉप डिमलेशन काम 'इडेन्टिटी वाड, सुचो II क्र. बंदर-८/१६६/०२ दि. ०६/०३/०२ अन्वये न.भू.क्र. ९२१/८ क्षेत्र ५३६३.८ चौ.मी. डि.पी. रोड या आरक्षणा साठी ताब्यात घेतले धारक सदरो व्. सु. म. न. फार्लीयाचे नाव दाखल केले व सत्ताप्रकार फ. असादाखल केला.	बंदर-८/१६६/०२ ०६/०३/२००२		सही - ०३/२०/२००२ न.भू.अ. बोरीवली



तपासणी करणारा मुर्जेश २६३८
 न्यायालय आर्ज वारंदात सारीख २३/११/११ एकूण नोंदी / नकाशा
 नकाशा तयार करणारा २६/११/११ नकाशाचे शतक ८०
 नकाशा शिवायी करीत २-DEC-2011 सत्य प्रतिलिपि
 नकाशा तयार करणारा नकाशा मुद्रक ०२
 नकाशा तयार करणारा २६/११/११
 एकूण शतक ८२
 प्रमुख लिपीक
 नगर भूपापन अधिकारी
 बोरीवली

नगर भूपापन अधिकारी
 बोरीवली
 १०६६ ५४

मालमत्ता पत्रक

विभाग/मोजे - बहिसर

तालुका/न.भू.मा.का. -- न.भू.अ.बोरीवली

जिल्हा --



गाव भूमापन क्र.क/स.प्लो.न.	प्लॉट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी	धारणाधधार
१२१/९	१२१/९		१२७४.१	शेती

सूचिकाधधार	
संस्थापक मूळ धारक धर	
पट्टेदार	
इतर धार	
इतर शें	

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा धार (धा)	साक्षात्करण
२१/०१/१९९७	मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे कडोले आदेश क्र.सो.का.स.७/पो.वि./एस.आर.२७३६ दि.१०.१०.९६ दि.१०.१.९६ अन्वये व सो.र.नं.१०१/९६ व मा.नगर भूमापन अधिकारी व यांचे कडोले आदेश क्र.न.भू.बहिसर १२१ ते १२७/पो.वि./१७ दि.२१.१.९७ अन्वये न.भू.क्र.१२१/९ ची नविन स्वतंत्र निलंबित पत्रिका उपटून त्यावर ७२७४.१ चौ.मी.क्षेत्र दाखल केले. सदरचे क्षेत्र आर.नो.क्र.६ या हॉगारे असून सत्ता प्रकार शेती दाखल केले.			सही - १९९७-०२-२१ ०० ०० ०० न.भू.अ. बोरीवली
०४/०२/१९९७	मा.नगर भूमापन अधिकारी मुंबई यांचे कडोले आदेश क्र.न.भू.बहिसर/न.भू.क्र.१२१ ते १२७/पो.वि./१७ दि.२१.१.९७ अन्वये दि.२१.१.९७ चे नोंदीत मा.जिल्हाधिकारी मुंबई उपनगर यांचे आदेशाधीन नगर भूकीने दाखल केलेली दि.१०.१०.९६ ही दुकळत घटना दि.१०.१.९६ अशी दाखल केली.			सही - १९९७-०२-०४ ०० ०० ०० न.भू.अ. बोरीवली

तपासणी करणारा - अर्ज क्र. 2432 उरो नक्कल - 3
 नकल अर्ज तपासणी तारीख 23/12/11 एकूण नोंदी / नकाशा
 नकल तपासणी 24/12/11 मजबूत शुल्क १०
 नकल तपासणी 2 - DEC 2011
 नकल तपासणी 24/12/11 शुल्क १०
 नकल तपासणी 24/12/11 शुल्क १०
 नकल तपासणी 24/12/11 शुल्क १०

न.भू.अ.बोरीवली
 मुंबई उपनगर जिल्हा
 सत्य प्रतिनिधी
 गाव भूमापन अधिकारी
 बोरीवली

प्रमुख लिपीक
 नगर भूमापन अधिकारी



1008e 144

मालमत्ता पत्रक

विभाग/मोजे -- दहिसर

तालुका/न.भु.ना.वा. -- न.भु.अ.बोरोवली

जिल्हा



नगर भूमापन क्रमांक / का. प्लॉ. न.	साइट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शेतदार/अधिकारी/संस्था
१२१/१०	१२१/१०		२६४४.५	शेती	

सुविधाधिकार

हक्काचा मुळ धारक वध

पट्टेदार

इतर धार

इतर शिरे

दिनांक	व्यवहार	छांड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा धार (धा)	संस्थाबान
२१/०१/१९९७	मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे कडाल आदेश क्र. सी.काया-७/पो.वि./एल्.आर.२७३६ दि.(१०.१०.९६)दि.१०/१.९६ अन्वये व मो.र.न.१०९/९६ व मा.नगर भूमापन अधिकारी ६ यांचे कडाल आदेश क्र.न.भु./दहिसर १२१ तं १२४/पो.वि./९७ दि.२१.१.२७ अन्वये न.भु.क्र.१२१/१० ची नविन स्वतंत्र मिळकत पत्रिका उघडून त्यावर २६४४.५ चौ.फु.क्षेत्र दाखल केले सदरचे क्षेत्र आर. एम्.काडी बंग इंगारे असून सत्ता प्रकार शेती दाखल केला.			शेती - १९९७-०१-२१ ०० ०० ०० न.भु.अ. बोरोवली
०२/०२/१९९७	मा.नगर भूमापन अधिकारी मुंबई यांचेकडाल आदेश क्र.न.भु. दहिसर/न.भु.क्र.६२१ तं १२४/पो.वि./९७ दि.२१.१.९७ अन्वये दि.२१.१.९७ चे नोंदीतील मा.जिल्हाधिकारी मुंबई उपनगर यांचे आदेशाची नजर घेऊन दाखल केलेली दि.१०.१०.९६ ही दुसऱ्या घालून दि.१०.१.९६ अशी दाखल केली.			शेती - १९९७-०२-०१ ०० ०० ०० न.भु.अ. बोरोवली

नवसर्था करणारा

अर्ज क्र. २६३६ मध्ये
 नकल अर्ज ताब्यात तारीख २३/१२/११ एकूण नोंदी ३
 न.भ.अ. सदा: सादीवर २६११/११ मध्ये शुल्क १०
 न.भ.अ. दि. यादी २६/१२/११
 नकल तयार करणार संगणक
 नकल तपासणार ...
 प्रमुख लिपिक
 नगर भूमापन अधिकारी
 बोरोवली

न.भु.अ.बोरोवली
 मुंबई उपनगर जिल्हा

2 - DEC - 2011

सत्य प्रतिलिपि

नगर भूमापन अधिकारी

एकूण शुल्क - ९२



६०६९ ७९

मालमत्ता पत्रक

विभाग/मोजे -- दहिसर

तालुका/न.भू.मा.का. -- न.भू.अ.बोरोवली

जिल्हा -- मुंबई उपनगर जिल्हा

संग्रह क्र. व. नं. व. प्लॉट नंबर क्षेत्र धारणाधिकार शासनाला दिलेल्या आकाराचा किंवा भाड्याचा तपशिल आणि त्याच्या फेर तपासणीची नियत घेऊ

१२१/१३

१२१/१३

दिनांक	कारण	खंड क्रमांक	नविन घटक (धा) पट्टेदार (ए) किंवा धार (धा)	साक्षात्करण
१८/०३/२००६	अर्ज, जबाब मृत्यूचा दाखला डिड ऑफ इडिन्विटी बॉन्ड अन्वये मयतापे नाव कमी केले व पूर्वी दाखल असलेले धारसांचा नावे कायम केली .			फेर तपासणी क्र. १५१ प्रमाणे तशी - १८/०३/२००६ न. भू. अ. बोरोवली

नवातपासणी करणारा

अर्ज क्र. - २१३८ नवकल -

नकल अर्ज दाखल तारीख २३/११/११ एकूण नोंदी / नकाशा

नकल तपशिल तारीख २६/११/११ एकूण शुल्क १०८/-

नकल तपशिल तारीख २-DEC-2011

नकल तपशिल तारीख ३१/११/११

नकल तपशिल तारीख २८/११/११

एकूण शुल्क - १०८

न.भू.अ.बोरोवली

मुंबई उपनगर जिल्हा

सत्य प्रतिलिपि

संग्रह भूमापन अधिकारी
बोरोवली

प्रमुख लिपीक

संग्रह भूमापन अधिकारी
बोरोवली

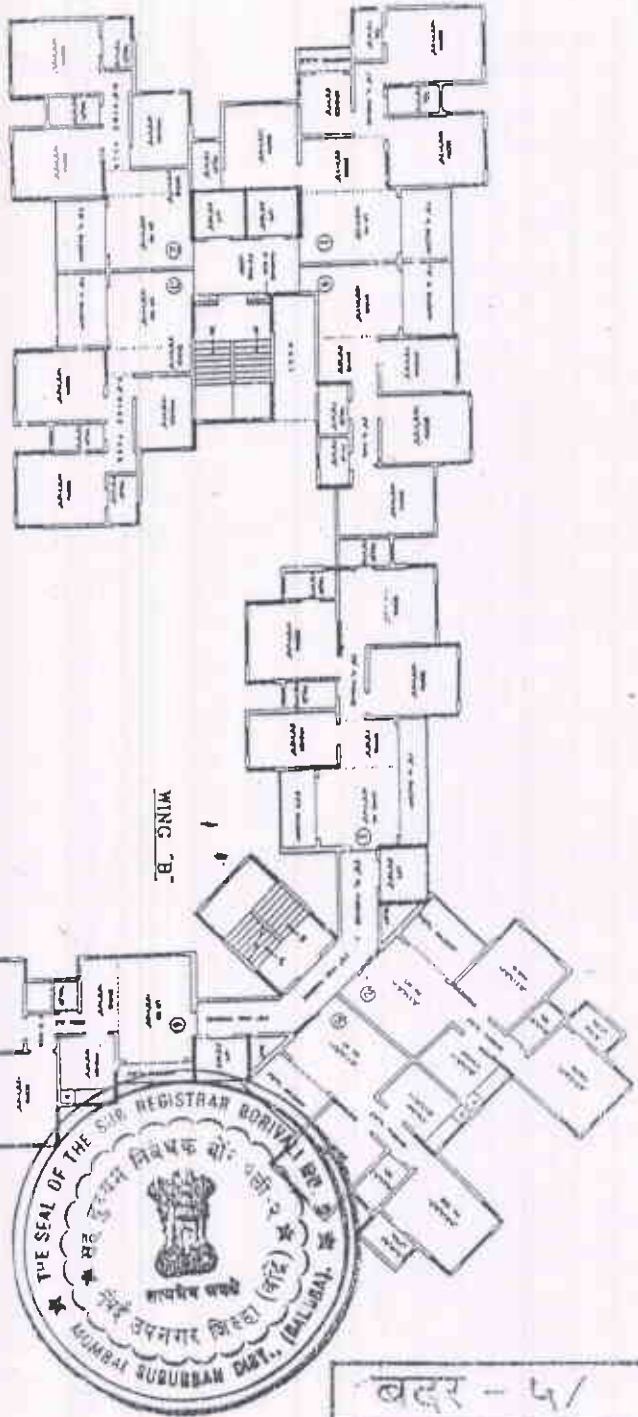


बंदर - ५/	
७६८	६०
२०१२	

ANNEXURE 'V'
TYPICAL FLOOR PLAN

PLAN SHOWING PROPOSED BLDG NO 2 ON PLOT BEARING
CTS. NO. 021/1 OF VILLAGE DANHSAR, AT DANHSAR (W)
MUMBAI.

H. M. JAYERI & SONS,
ARCHITECTS / ENGINEERS
101, P. W. ROAD, BOMBAY.



TYPICAL FLOOR PLAN

1221 IP in W-11-11
F.V.M

Handwritten signature

बदर - 41	
608C	87
२०१२	

Rustomjee Builders

Lease Order

१) शासन परिपत्रक क्रमांक.२०००/१४/प्र.क्र २५/म-५, दि. २४/३/२०००.

२) नो.म.नि.व.मु.नि. पुणे यांच पत्र क्र का ३/संगणक/मुद्रक पावती दुपुस्तो/०२/३०२, दि ४/१०/२००६.

Page 1 of 1

GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 001.

E 0106566

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No.: 20748

Receipt Date 26-AUG-09

Received From RUSTOMJEE BUILDCON PVT.LTD.

On Account of ADJ. STAMP DUTY AND FEE

Counter No. CNT-2

Mode of Payment	DD/PO/CHQ/ RBI-Challan No	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
PO	898	24-AUG-09	THE ZOROASTRIAN CO-OP. BANK LTD.	0	2,200.00

Case No.:

Lot No.:

Lot Date:

Total D.O.:

ADJ/746/09

Sr. No	Description of Stamps / Franking	Quantity	Denomination	Amount (In Rs.)

बदर - ५/
(००६६) १६२
२०१२

Rs.:

Rupees:

2,200.00

2200

Two Thousand Two Hundred only

cashier / Accountant



Signature / Designation

P. KARADAM

At the time of Registration, please produce the original receipt before the Sub-Registrar.

१) शासन परिपत्रक क्रमांक.२०००/१४/म क्र २५ / म-१, दि २४/३/२०००
 २) नो.म.नि.व.मु.नि.,पुणे यांचे पत्र क्र का-३/ संगणक/ मुद्रांक पावती दुरुस्तो /०६/३९९, दि.४/१०/२००६.

Page 1 of 1

GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 001. E 0104461

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No.: 18353

Receipt Date 06-AUG-09

Received From: RUSTOMJEE BUILDCON PVT.LTD.

On Account of: ADJ. STAMP DUTY AND FEE

Counter No. CNT-2

Mode of Payment	DD/PO/CHQ/ FiBI-Challan No	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
CA					100.00

Case No.: ADJ/746/09

Lot No.:

Lot Date:

Total D.O.:

Sr. No	Description of Stamps / Franking	Quantity	Denomination	Amount (In Rs.)
Total :				100.00

100
Rs.:

One Hundred Only
Rupees :

Note: At the time of Registration, please produce the original receipt before the
 Cashier/Accountant
 Signature / Designat



बदा - ३/	
१०६६	६३
२०२२	

P.R. KADAM
 Signature / Designat

HIGH COURT, BOMBAY

1223608

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO.190 OF 2009

CONNECTED WITH

COMPANY APPLICATION NO.225 OF 2009

Keystone Realtors Private LimitedDemerged Company

WITH

COMPANY PETITION NO.191 OF 2009

CONNECTED WITH

COMPANY APPLICATION NO.226 OF 2009

Rustonee Buildcon Private LimitedResulting Company

Rajesh Shah I/b Rajesh Shah & Co. for the petitioners.

Mr. D. A. Dubey and Mr. P. Khosla I/b Mr. S. K. Mohapatra for
Regional Director

None for objectors

CORAM: A. M. Khanwilkar, J.

DATE: 16th July, 2009



बदर - ५२/
1008 E 188
२०१२

"Disclaimer Clause : Authenticated copy is not a Certified Copy"

177 = Rs 2200/-

Certificate No. 3211 (1) of the Bombay

1.
2.

724/99 C/A 135/09

Mrs. Rustomjee Buidcon P. Ltd.

Rs 2200/- or 1100 thousand two hundred only)

Register
No. 2200
with
paid of
This
section 32 (1)

1100 thousand two hundred only)

Place Mumbai

Date

Collector of Stamps 28/8/09



बदर - ५/	
७०६८	१५
२०१२	

RE:

1. Heard learned counsel for the parties.
2. The sanction of the Court is sought under Section 391 to 394 of the Companies Act, 1956 to a Scheme of Arrangement between Keystone Realtors Private Limited and Rustomjee Buildcon Private Limited and their Respective Shareholders for demerger of the specified undertaking of keystone Realtors Private Limited, the demerged company, into Rustomjee Buildcon Private Limited, the Resulting Company.

Counsel appearing on behalf of the Petitioners has stated that they have complied with all statutory requirements as per directions of this Court and they have filed necessary affidavits of compliance in the Court. Moreover, Petitioner Companies also undertake to comply with all statutory requirements, if any, as required under the Companies Act, 1956 and the Rules made thereunder.



बदल - 4/	
७०९	११
२०१२	

"Disclaimer Clause : Authenticated copy is not a Certified Copy"

HIGH COURT, BOMBAY

3

4. The Regional Director has filed an Affidavit stating therein that the Scheme is not prejudicial to the interest of creditors and shareholders and public.

5. Some of the flat purchasers in the building named as "Rustomjee's O-zone" constructed by Keystone Realtors Private Limited, the Petitioner/Demerged Company, have filed their Joint Affidavit dated 16th April, 2009 opposing the proposed Scheme of Arrangement on the basis of grounds mentioned in the said Affidavit. However, today none of the Objectors are present in the Court, either in person or through any advocate.

6. Mr. Rajesh Shinde, Authorized Signatory of the Petitioner/Demerged Company has filed his Affidavit dated 4th May, 2009 in reply to the abovementioned Affidavit filed by the Objectors wherein he has refuted the claims and allegations made by the Objectors. In the said Affidavit, he has stated that the scheme is not prejudicial to the interests of the unsecured creditors and specifically to



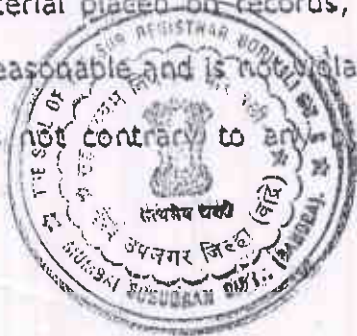
1223610	
10000	100
2009	

"Disclaimer Clause : Authenticated copy is not a Certified Copy"

the interest of the objectioners, and requested to declare that the objections of objectioners are not maintainable and to dismiss the same

7. The main objection of the objectioners is that they have not been given possession of their flats by the Transferor Company. The transferor company has filed two affidavits dated 4th May 2009 and 10th July 2009 pointing out that they have handed over possession of flats to six interveners i.e. Objectioner nos. 2, 3, 4, 5, 8, and 10 and that the company also sent letters offering possession to three more interveners i.e. Objectioner nos. 1, 6 and 9 and that the possession of last remaining intervener will be handed over shortly on completion of pending work such as carpentry, electrical fittings, sanitary fittings and flooring. In any event they are not prejudicially affected by the Scheme.

Upon perusal of the entire material placed on records, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to any public



2009 - 21	
1005	81
2009	

HIGH COURT, BOMBAY

1223612

policy. Moreover, the Regional Director has stated that the Scheme as proposed is not prejudicial to the interest of shareholders, creditors and the public.

9. Since all the requisite statutory compliances have been fulfilled, Company Petition No.190 of 2009 filed by the Demerged Company is made absolute in terms of prayer clauses (a) to (c). Company Petition No.191 of 2009 filed by the Resulting Company is made absolute in terms of prayer clauses (a) to (c).

10. The Petitioner Companies to lodge a copy of this order and the Scheme duly authenticated by the Company Registrar, High Court, Bombay with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, on the same within 30 days from the date of the order.



बकर-41
6088 EE
२०१३

"Disclaimer Clause : Authenticated copy is not a Certified Copy"

- 11. The Petitioners In both the Company Petitions to pay cost of Rs.7500/- each to the Regional Director. Costs to be paid within four weeks from today.
- 12. Filing and issuance of the drawn up order is dispensed with.
- 13. All authorities concerned to act on a copy of this order along with Scheme duly authenticated by the Company Registrar, High Court, Bombay.

(A. M. Khanwilkar J.)

TRUE COPY
Section Officer
High Court, Appellate Side
Bombay

TRUE-COPY
M. D. NARVEKAR
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY



बदर - ५/	
100६९	७०
२०१२	

"Disclaimer Clause : Authenticated copy is not a Certified Copy"

SCHEME OF ARRANGEMENT
BETWEEN
KEYSTONE REALTORS PRIVATE LIMITED
AND
RUSTOMJEE BUILDCON PRIVATE LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS
Under Sections 391 to 394 of the Companies Act, 1956

(A) Preamble

This Scheme of Arrangement (hereinafter referred to as the "Scheme") is presented under sections 391 to 394 and other applicable provisions of the Companies Act, 1956, for demerger of the Specified Undertaking of Keystone Realtors Private Limited (hereinafter referred to as the "KRPL"), having its registered office at JMC House 3rd Floor, Biseri Compound, Off western Express Highway, Andheri (East), Mumbai - 400 099, into Rustomjee Buildcon Private Limited (hereinafter referred to as the "RBPL"), having its registered office at JMC House 3rd Floor, Biseri Compound, Off western Express Highway, Andheri (East), Mumbai - 400 099.

Parts of the Scheme:

The Scheme is divided into following parts:

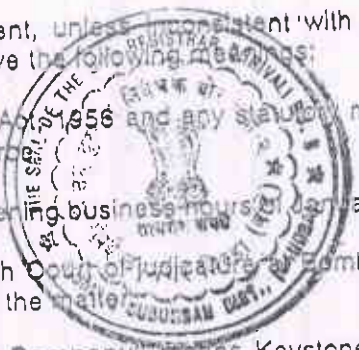
- (a) PART A deals with definitions and share capital
- (b) PART B deals with demerger of the Specified Undertaking of KRPL into RBPL
- (c) PART C deals with General Terms and Conditions

PART A - DEFINITIONS AND SHARE CAPITAL

DEFINITIONS

In this Scheme of Arrangement, unless inconsistent with the subject or context, the following expressions shall have the following meanings:

- 1.1 "Act" means the Companies Act, 1956 and any statutory modification or re-enactment thereof for the time being in force.
- 1.2 "Appointed Date" means opening business hours on January 1, 2009. १०१८ १०९
- 1.3 "High Court" means the High Court of Judicature at Bombay or such other competent authority having jurisdiction in the matter.
- 1.4 "KRPL" or "the Demerged Company" means Keystone Realtors Private Limited, a company incorporated under the Act and having its registered office at JMC House 3rd Floor, Biseri Compound, Off western Express Highway, Andheri (East), Mumbai - 400 099.



modification or re-enactment	
१०१८	१०९
such other competent	

- 1.5 "Preference Shares" means 8% Non-Cumulative redeemable preference shares to be issued by Rustomjee Buildcon Private Limited to the shareholders of Keystone Realtors Private Limited, as provided in clause 5.1 hereinafter, the terms of which are specified in Schedule - I hereto.
- 1.6 "RBPL" or "the Resulting Company" means Rustomjee Buildcon Private Limited, a company incorporated under the Act and having its registered office at JMC House 3rd Floor, Bislari Compound, Off western Express Highway, Andheri (East), Mumbai - 400 099.
- 1.7 "Remaining Business" means all the businesses and divisions of KRPL other than the Specified Undertaking as defined in Clause 1.9 below.
- 1.8 "Scheme" or "the Scheme" or "this Scheme" means the Scheme of Arrangement in its present form with such modification(s) approved, imposed or directed by the High Court or made pursuant to Clause 16 of this Scheme.
- 1.9 "Specified Undertaking" means the undertaking of KRPL engaged in development; construction of specific real estate projects enumerated below:
- 1.9.1 Assets and properties pertaining to or relating to the following real estate projects, whether movable or immovable, corporeal or incorporeal, present, future or contingent as on the Appointed Date:

- (a) Development and construction of building project in the name of "Rustomjee Adarsh Regal B wing and A wing" located at Malad (West), Mumbai
- (b) Development and construction of building projects in the name of "Rustomjee Regency" and "Rustomjee Regal" located at Dahisar (West), Mumbai
- (c) Development and construction of building project in the name of "La Roche" located at Bandra (West), Mumbai
- (d) Land advances for purchase of land and rights in certain properties for undertaking new projects viz. Project Howard - Tardeo, Project Iris - Vasai, Project Veronica-Dahisar, Project Jasmine - Pall hill, Project Rose - Andheri, Project Orange -Nagpur, Project Sea Manori.

1.9.2 Without prejudice to the generality of the provisions of sub-clause 1.9.1 above, the Specified Undertaking shall include -

- (a) The whole of the Specified Undertaking of KRPL, defined in Clause 1.9.1, as a going concern, including all movable and immovable property, including stock, current assets, capital work in progress, with regard to projects in the Specified Undertaking as on the Appointed Date;
- (b) All permits, rights, entitlements, Intimation Of Disapproval (IOD), Commencement Certificate, Occupation Certificate, Development Right Certificate (DRC), No-Objection Certificate from any authorities, including the Municipal authorities, Mumbai Metropolitan Regional Development Authority, Competent authority under the Urban Land Ceiling Act, 1976, lease, tenancy rights, letter of intent, permissions, benefits under income tax, sales tax / value added tax and / or any other statutes, incentives if any and all other rights, title, interest, contracts including Development Agreements, Conveyances, Agreement (or Sale etc) consent, approvals or powers of every kind nature and descriptions, letters of intent, expressions of interest, permissions of any municipal, state, panchayat, taluka and other statutory authority, approvals, consents, licenses, registrations, subsidies, concessions, exemptions, remissions, tax deferrals, bank accounts, lease rights, licenses, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity and other services, provisions, benefits of all agreements, contracts and arrangements and all other interests, privileges, advantages and benefits in connection with or in relation thereto as on the Appointed Date;
- (c) All debts, duties, obligations, and liabilities if any, pertaining or in relation thereto the specified undertaking as on the Appointed Date.

बदल - 1.9.1
 0000
 2-22

Authorised Capital	
10,000 Equity Shares of Rs.10/- each	1,00,000
Total	1,00,000
Issued, Subscribed and Paid up Capital	
10,000 Equity Shares of Rs.10/- each	1,00,000
Total	1,00,000

Subsequent to December 31, 2008, there has been no change in issued, subscribed and paid up capital of RBPL.

PART B - DEMERGER OF THE SPECIFIED UNDERTAKING OF KRPL INTO RBPL

4 TRANSFER AND VESTING OF SPECIFIED UNDERTAKING OF KRPL

The Specified Undertaking, as defined in Clause 1.9, shall stand transferred to and vested in or deemed to be transferred to and vested in RBPL, as a going concern, in accordance with Section 2(19AA) of the Income Tax Act, 1961 and in the following manner:

- 4.1 With effect from the Appointed Date, the Specified Undertaking, shall, under the provisions of Sections 391 to 394 and all other applicable provisions, if any, of the Act, without any further act or deed, stand transferred to and vested in and/or deemed to be transferred to and vested in RBPL, so as to vest in RBPL all the rights, title and interest pertaining to the Specified Undertaking.
- 4.2 With effect from the Appointed Date, all movable and immovable assets of the Specified Undertaking, as defined in Clause 1.9 above, shall, without any further act or deed, be vested in and/or deemed to be vested in RBPL so as to vest in RBPL all the rights, title and interest of KRPL therein and shall be appropriately mutated, registered or recorded by the statutory authorities concerned therewith in favour of RBPL, save and except the movable assets of the Specified Undertaking, which will be vested in RBPL in the manner provided in Clause 4.3 and 4.4 below or in any other manner at the option of the Board of Directors of KRPL and RBPL;
- 4.3 All the moveable assets including cash in hand, if any, of the Specified Undertaking, capable of passing by manual delivery or by endorsement and delivery shall be so delivered or endorsed and delivered, as the case may be, to RBPL, to the end and intent that the property therein passes to RBPL, on such delivery or endorsement and delivery. Such delivery and transfer shall be made on a date mutually agreed upon between the Board of Directors of KRPL and RBPL.
- 4.4 In respect of movable assets of the Specified Undertaking, other than those mentioned in Clause 4.3 above including actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with the Government, semi-Government, local and other authorities and bodies and customers, KRPL shall if so required by RBPL and RBPL may, issue notices in such form as RBPL may deem fit and proper stating that pursuant to the High Courts having sanctioned this Scheme between KRPL and RBPL under Section 394 of the Act, the relevant debt, loan, advance or other asset, be paid or made good or held on account of RBPL, as the person entitled thereto, to the end and intent that the right of KRPL to recover or realise the same stands transferred to RBPL and that appropriate entries should be passed in their respective Books to record the aforesaid changes.

The liabilities of Specified Undertaking shall also, without any further act, instrument or deed be transferred to and vested in and assumed by and/or deemed to be transferred to and vested in and assumed by RBPL pursuant to the provisions of Sections 391 to 394 of the Act so as to become the liabilities of RBPL and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen; In order to give effect to the provisions of this sub-clause.

4.5
4.5
4.5

4.6 With effect from the Appointed Date all statutory licences, permissions, approvals, consents, powers, Intimation Of Disapproval (IOD), Commencement Certificate, Occupation Certificate, Development Right Certificate (DRC), No Objection Certificate from any authorities, including the Municipal authorities, Mumbai Metropolitan Regional Development Authority, Competent authority under the Urban Land Ceiling Act, 1976, lease, tenancy rights, letter of intents, benefits under income tax, sales tax / value added tax and / or any other statutes, incentives if any and all other rights, title, interest, contracts including Development Agreements, Conveyances, Agreement for Sale etc, held by KRPL which are required to carry on the activities or operations of the Specified Undertaking as defined in para 1.9 shall, stand vested in and transferred to RBPL without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of RBPL. The benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licences shall also vest in and be transferred to RBPL so as to become available to RBPL pursuant to the Scheme. In so far as the various incentives, subsidies, rehabilitation Schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by KRPL pertaining or relating to the Specified Undertaking as defined in para 1.9 are concerned, the same shall vest in and be transferred to RBPL so as to be available to RBPL on and subject to the same terms and conditions.

5 ISSUE OF SHARES

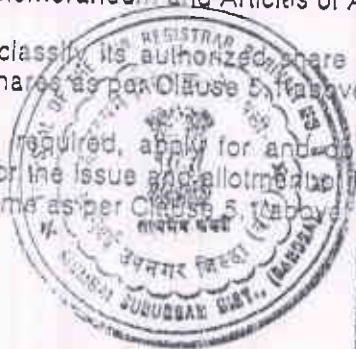
5.1 Upon vesting of the Specified Undertaking of KRPL in RBPL on the Effective Date, RBPL shall, without any further act, application or deed, issue and allot preference shares, credited as fully paid up, to the extent indicated below, to the members of KRPL holding fully paid up Equity Shares in KRPL and whose names appear in the Register of Members of KRPL on the Appointed Date or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of the Resulting Company in the following proportion:

"1 ("One") Preference Share of the face value of Rs.10 each of RBPL credited as fully paid up shall be issued and allotted for every 1 ("One") Equity Shares of Rs.100 each held in KRPL on the Appointed Date"

5.2 Preference Shares in RBPL to be issued to the members of KRPL pursuant to Clause 5.1 above shall be subject to the Memorandum and Articles of Association of RBPL.

5.3 RBPL shall, if required, issue/re-classify its authorized share capital to facilitate issue and allotment of the Preference Shares as per Clause 5.1 above.

5.4 RBPL shall, if and to the extent required, apply for and obtain any approvals from concerned regulatory authorities for the issue and allotment of Preference Shares to the members of KRPL under the Scheme as per Clause 5.1 above.



अक्षर - 4/
008 C / 09
२०२२

6 ACCOUNTING TREATMENT IN THE BOOKS OF RBPL

With effect from the Appointed Date and on Scheme becoming effective:

6.1 RBPL shall record the assets and liabilities of the Specified Undertaking of KRPL transferred to and vested in it pursuant to this Scheme, at the respective book values, ignoring revaluations, if any.

6.2 RBPL shall credit to the Share Capital Account in its books of account, the aggregate face value of the Preference Shares of RBPL issued and allotted by it to the equity shareholders of KRPL pursuant to this Scheme.

6.3 The excess, if any, remaining after recording and crediting the entries in Clause 6.1 and 6.2 above shall be credited by RBPL to its Capital Reserve Account. The deficit, if any, will be debited by RBPL to the Goodwill Account.

7 ACCOUNTING TREATMENT IN THE BOOKS OF KRPL

7.1 On the Effective Date, KRPL shall reduce the book value of all the assets and liabilities relating or pertaining to the Specified Undertaking.

7.2 The difference, being the excess of the book value of assets transferred over the book value of liabilities transferred, or vice versa, as the case may be, shall be adjusted by KRPL in its General Reserve Account.

8 CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

8.1 With effect from the Appointed Date and up to and including the Effective Date:

(a) KRPL shall carry on and be deemed to have carried on the business activities and operations pertaining or relating to the Specified Undertaking and shall hold and stand possessed of and be deemed to have held and stood possessed of all the properties and assets pertaining or relating to the Specified Undertaking for and on account of and in trust for RBPL. All the profits / losses accruing to KRPL on account of the Specified Undertaking shall for all purposes be treated as profits / losses of RBPL.

(b) KRPL shall not utilize the profits or income, if any, relating to Specified Undertaking for the purpose of declaring or paying any dividend or for any other purpose in respect of the period from and after the Appointed Date, without the prior consent or authorization of RBPL to be conveyed by a resolution of its Board of Directors.

(c) KRPL shall carry on the business, activities and operations of the Specified Undertaking with due diligence and prudence and shall not without the prior consent or authorization of the Board of Directors of RBPL, or pursuant to any pre-existing obligation, sell, transfer, alienate, charge, mortgage, encumber or otherwise deal with or dispose of the Specified Undertaking or any part thereof or incur, accept or acknowledge any debt, obligation or liability or incur any major expenditure, except as is necessary in the ordinary course of business.

(d) KRPL shall not vary the terms and conditions of service of its employees engaged in or in relation to the Specified Undertaking after the Appointed Date, except in the ordinary course of its business.



बंदर - ५ /
७०६९७६
२०४

9 EMPLOYEES

9.1 All permanent employees engaged in or in relation to the Specified Undertaking of KRPL who are in employment on the date immediately preceding the Effective Date, shall, on and from the Effective Date, become employees of RBPL without any break or interruption in their service and on the basis of continuity of service, and the terms and conditions of their employment with RBPL shall not be less favorable than those applicable to them in KRPL with reference to the Specified Undertaking on the Effective Date. Any question that may arise as to whether any employee belongs to or does not belong to the Specified Undertaking shall be decided by mutual agreement between Board of Directors of KRPL and RBPL.

9.2 On and from the Effective Date, the provident fund, gratuity fund, superannuation fund or any other special fund or trusts created or existing for the benefit of the permanent employees of KRPL engaged in or in relation to the Specified Undertaking shall be deemed to have been created by RBPL in place of KRPL for all purposes whatsoever in relation to the administration or operation of such fund or funds or in relation to the obligation to make contributions to the said fund or funds in accordance with the provisions thereof as per the terms provided in the respective trust deeds, if any, to the end and intent that all rights, duties, powers and obligations of KRPL in relation to such fund or funds shall be and become those of RBPL. It is clarified that the services of the permanent employees of KRPL engaged in or in relation to the Specified Undertaking of KRPL shall be treated as having been continuous without any break, discontinuance or interruption for the purpose of the said fund or funds.

10 LEGAL PROCEEDINGS

10.1 All legal proceedings of whatsoever nature by or against KRPL pending on and / or arising after the Appointed Date and pertaining or relating to the Specified Undertaking, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or anything contained in this Scheme but shall be continued, prosecuted and enforced by or against RBPL, as effectually and in the same manner and to the same extent as would or might have been continued, prosecuted and enforced by or against KRPL.

10.2 After the Appointed Date, if any proceedings are taken against KRPL in respect of the matters referred to in the sub-clause 10.1 above, KRPL shall until the Effective Date defend the same at the cost of RBPL, and RBPL shall reimburse and indemnify KRPL against all liabilities and obligations incurred by KRPL in respect thereof.

10.3 RBPL undertakes to have all legal or other proceedings initiated by or against KRPL referred to in Clauses 10.1 and 10.2 above transferred into its name on and after the Effective Date and to have the same continued, prosecuted and enforced by or against RBPL as the case may be, to the exclusion of KRPL.

CONTRACTS, DEEDS AND OTHER INSTRUMENTS

Subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance Letters of Intent, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature pertaining or relating to the Specified Undertaking and to which KRPL is a party and which are in force or having effect on the Effective Date, shall without any further act or deed, be and remain in full force and effect against or in favour of RBPL, as the case may be, and shall be binding on and may be enforced by or against RBPL as fully and effectually as if, instead of KRPL, RBPL had at all material times been a party thereto.

11.2 RBPL shall, if and to the extent required by law, enter into and / or issue and / or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which KRPL will, if necessary, also be party to give formal effect to the provisions of Clause 11. RBPL are authorised to execute any such deeds, writings or confirmations on behalf of KRPL and to implement or carry out all formalities required on the part of KRPL to give effect to the provisions of this Clause.

12 SAVING OF CONCLUDED TRANSACTIONS

12.1 The transfer of Specified Undertaking of KRPL to RBPL pursuant to and in accordance with Clause 4 above, the continuance of legal proceedings by or against KRPL pertaining or in relation to the Specified Undertaking under Clause 10 above and the effectiveness of contracts and deeds under Clause 11 above, shall not, in any manner, affect any transaction or legal proceedings already concluded by KRPL on or before the Effective Date. However, any transactions carried on by KRPL in accordance with clause 8 above shall be deemed to be carried on by KRPL on behalf of RBPL.

13 REMAINING BUSINESS

The remaining business of KRPL and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be continued to be owned and managed by KRPL.

PART C - GENERAL TERMS AND CONDITIONS

14 APPLICATION TO HIGH COURT

14.1 Both KRPL and RBPL shall with all reasonable dispatch make separate applications / petitions under Sections 391 to 394 of the Act and other applicable provisions of the Act to the High Courts for obtaining their sanctions to this Scheme of Arrangement under Sections 391 to 394 of the Act.

15 MODIFICATION OR AMENDMENTS TO THE SCHEME

15.1 KRPL and RBPL, by their respective Board of Directors, may assent to modifications/amendments to the Scheme or to any conditions or limitations that High Court and/or any other authority may deem fit to direct or impose or which otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors). KRPL and RBPL by their respective Board of Directors be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.



16 CONDITIONALITY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to:

16.1 its approval by the requisite majority in number and value of the classes of members and/or creditors of KRPL and RBPL respectively as may be directed by the High Court.

16.2 the sanction of the High Court under Sections 391 to 394 of the Act by appropriate Orders sanctioning the Scheme.

16.3 certified copies of the Order of the Hon'ble High Court sanctioning this Scheme being filed with the Registrar of Companies, Maharashtra at Mumbai by 30th August 2009

7 EFFECT OF NON-RECEIPT OF APPROVALS / SANCTIONS

7.1 In the event of any of the sanctions and approvals referred to in Clause 16 above not being obtained and / or the Scheme not being sanctioned by the High Court and / or the Orders sanctioning the Scheme not being passed by the High Court, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and / or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law. In such a case, each party shall bear and pay its respective costs, charges and expenses for and / or in connection with the Scheme.

U.S.E. 1/11

18 COSTS, CHARGES & EXPENSES

All costs, charges, and all other expenses, if any (save as expressly otherwise agreed) of KRPL and RBPL arising out of, or incurred in carrying out and implementing this Scheme and matters incidental thereto, shall be borne and paid by RBPL.

Certified to be TRUE COPY
For RAJESH SHAH & CO.

Rajesh Shah

Advocate for the Petitioner / Applicant

TRUE-COPY

M. D. Narvekar

M. D. NARVEKAR
COMPANY REGISTRAR
H.H. COURT (O.S.)
BOMBAY



बदर - ५/	
७०६९	१०९
२०१२	

Schedule - I
**TERMS AND CONDITIONS FOR ISSUE OF
 RESULTING COMPANY'S NEW PREFERENCE SHARES**

Issuer	Resulting Company
Instrument	Non-Cumulative Redeemable Preference Shares
Face value	Rs 10 per Preference Share
Coupon Rate	8% per annum Non-Cumulative
Redemption	To be redeemed before the end of 20 years from the date of allotment
Call Option	Resulting Company will have an option to redeem the Preference Shares at any time after the end of 6 months from the date of allotment. Resulting Company upon exercise of such option or on redemption will pay the amount of the face value of the Preference Shares along with dividend accrued up to that date. Resulting Company's liability to the Preference Shareholders shall stand extinguished from the date of dispatch of the cheques / pay order for the redemption amount along with dividend, if any.



अनुसूची - १/	
७०९९	१०
२०१२	

100Rs



Stamp Office, Mumbai 5 AUG 2003

240 =

SIGN: T. K. Chidambaram
Stamp Office

सौ. दिपा मन्दिरा भावंत

18/1, ...

...

...

...

...

...

...

...

15 OCT. 2003.

Boman Rustom Iran

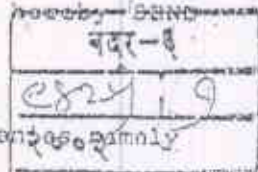
GENERAL POWERS OF ATTORNEY *Sawant*

KNOW ALL MEN BY THESE PRESENTS I, BOMAN RUSTOM IRANI aged about 34 years, adult, Zoroastrian by faith, Indian Inhabitant, having my permanent residence and address for correspondence at Ideal Farms Sayant Sawant Road, Sahisar West, Mumbai 400 066 do hereby send

GREETINGS:-

WHEREAS I am the Director in charge of the company namely

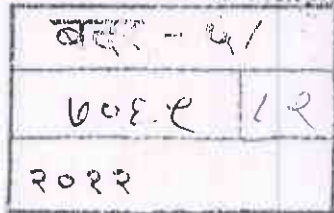
(1) M/s. Keysone Real Estate Pvt. Ltd.
[Registration



MR. BOMAN R. IRANI



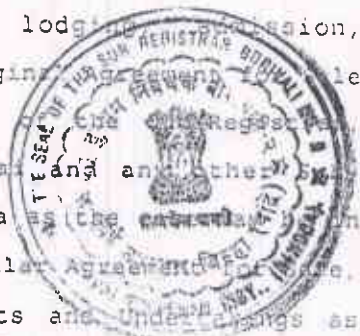
MRS. G. BETA M. MANDKAR



- (2) M/s. Brickworks Trading Pvt. Ltd.
(Registration No. 11-116403)
- (3) M/s. Rustomjee Developments Pvt. Ltd.
(Registration No. V45201-MH 2001 PTC-132977)
- (4) M/s. Credence Property Developer Pvt. Ltd.
(Registration No. 11-96712)
- (5) M/s. Ashray Dwellers Pvt. Ltd.
(Registration No. 11-089819)
- (5) M/s. Rustomjee Landmark Construction Pvt. Ltd.
(Registration No. 11-108008)
- (7) M/s. Prism Realty Pvt. Ltd.
(Registration No. V70100 MH 2003 PTC 141380)
- (8) M/s. Ircon Engineering Pvt. Ltd.
(Registration No. 11-127835)
- (9) M/s. West Wood Realtors Pvt. Ltd.

and I am a Trustee of Rustom Irani Foundation and likely to be Director in many more companies to be formed and registered either in the State of Maharashtra and elsewhere in India.

WHEREAS due to exigencies of meeting the schedules I am not in a position to attend personally to various assignments including the lodging of applications, registration and collecting Original Documents duly registered at the Office of the Registrar of Assurances in India in respect of the various and singular Deed of Confirmation, Affidavits and Undertakings as may be required whereof I am the Director of the Companies wherein I am the Director of the



1008	13
2008	

2824	2
2008	

56

2. To appear before the Sub-Registrar of Assurances Bandra, Mumbai and or Fort, Mumbai and or any other Sub-Registrar concerned and to admit execution of the Agreement for Sale for and on my behalf as the Director of the Companies specified above and or as the Director of the Companies to be formed and registered in the State of Maharashtra or elsewhere in India.
3. To apply for and receive certified copies of the documents, Index II Certificate and receive back the duly registered Original Documents for and on my behalf and to give effectual discharge or acknowledgement to receipt of such documents and or copies.
4. To apply for and to receive refund of Stamp Duty and or any other charges due and payable on account of Refund of Stamp Duty and charges in respect of the Agreement/s for Sale submitted for cancellation and refund of Stamp Duty thereof.
5. To apply for and get the documents duly adjudicated by the Superintendent of Stamps, Mumbai and to receive back the Original adjudicated documents and effective receipt/acknowledgement



१११-१
२४२५/१४
२००३

१११-१/
६०९६/१५
२०२२

6. To complete every formality for registration of any document or agreement or indenture wherein I sign as the Director of the Company.
7. I hereby undertake to ratify each and every one of the acts, deeds or things which the Attorney may do or cause to be done under the powers herein granted.
8. I have lodged this General Power of Attorney for due registration at the Office of the Sub-Registrar, Bandra, Mumbai.

21/10/13

MRS. GEETA MANOHAR MONDKAR
 (Specimen Signature of Attorney attested by me)

~~MR. BOMAN RUSTOM IRANI~~

~~MR. BOMAN RUSTOM IRANI~~
 Identified by us

ARS ASSOCIATES
 ADVOCATES, HIGH COURT
 POST BOX NO. 8241
 FLAT A-10, POKAR KUNDA
 OPP: RAILWAY STATION
 DAHISAR (W) MUMBAI
 PIN : 400 068
 PHONE: (022) 28285152
 MOBILE: 98214



21/10/13
6080/13
2013

21/10/13
2013

9/11/2003

दुय्यम निबंधक

दस्त गोधारा भाग-1

बदर-5

दस्त नं 9425/2003

9/11/2003

अधीन 3 (अधीन)

दस्त क्रमांक : 9425/2003

दस्तावाचा प्रकार : गुजरातरचना

अनु क्र.	वसतवाच्यी नांव व पत्ता	पसतवाच्यी प्रकार	उ.स.दि.न	अंगठ्याची छाया
1	नाम: सुखदेव सुखदेव सुखदेव पता: अधीन 3 (अधीन) वसतवाच्यी प्रकार: गुजरातरचना दस्तावाच्यी प्रकार: गुजरातरचना अधीन: 3 (अधीन) दि.न: 9/11/2003	निवृत्त देणार वसत: 34 अधीन: 3 (अधीन)		
2	नाम: सुखदेव सुखदेव सुखदेव पता: अधीन 3 (अधीन) वसतवाच्यी प्रकार: गुजरातरचना दस्तावाच्यी प्रकार: गुजरातरचना अधीन: 3 (अधीन) दि.न: 9/11/2003	निवृत्त देणार वसत: 47 अधीन: 3 (अधीन)		

बदर-6

EX-27 E

२००३



बदर - 4/

1008E 20

२०१२

811

गुजरातरचना वाच्यी देणार असावधीत (गुजरातरचना) अस्त, न परत विल्याची अस्त अस्त.

1 OF 1

घोषणापत्र

मी / गीता मनोहर भोंडकर इच्छारे घोषित करतो की, दुय्यम

निबंधक खो-2 यांच्या कार्यालयात करारनामा या शिर्षकाचा दस्त

नोंदणीसाठी सादर करण्यात आला आहे. ब्राम्हण रूक्ताम खोशी व इ. यांनी

दि. 16/10/63 रोजी मला दिलेल्या मला दिलेल्या कुलमुखत्यारपत्राच्या आधार मी, सादर दस्त

नोंदणीस सादर केला आहे / निष्पादीत करून कवुलीजवाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार यानी,

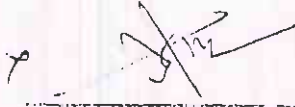
कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा

अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दवातल ठरलेले नाही. सादरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून

उपरोक्त कृतो करण्यास मी पूर्णतः सक्षम आहे. सादरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे

कलम ८२ अन्वये शिक्षेस मी पात्र राहिन याची मला जाणीव आहे.

दिनांक : 16/08/2012


कुलमुखत्यारपत्रधारकाचा नाव
य मही



संख्या - ५५/
७०६६ ६६
२०१२

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ITALIA MANJUBEN V
V O DIYORA

15/01/1968
Permanent Account Number
AAWPI6774P



Signature

M. V. I.



भारत में का रकबा / PERMANENT ACCOUNT NUMBER

AAFP19315P



नाम NAME

VALLABHBHAI VASHARAMBHA
ITALIA

पिता का नाम FATHER'S NAME

VASHARAMBHA PURSHOTTUM
ITALIA

जन्म तिथि DATE OF BIRTH

01-04-1962

हस्ताक्षर / SIGNATURE

01/01/68

Signature


Commissioner of Income Tax, Pune

बदल - ५/	
७०६.६	९०
२०१२	

गि. नं. ७१५७२८

Witness

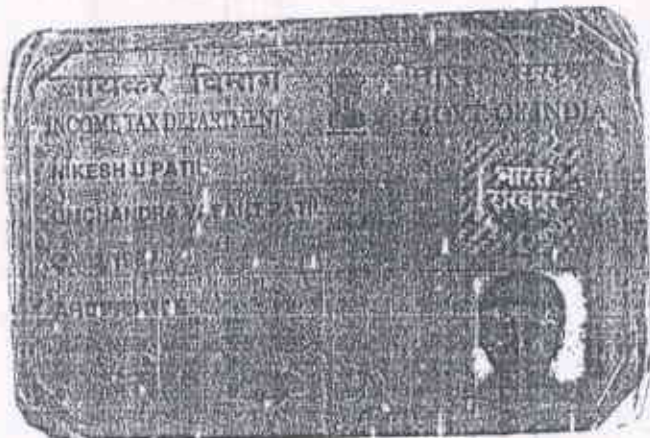
भारत निर्वाचन आयोग
Election Commission of India
IDENTITY CARD
KDD4654232



प्रत्याक्षी नाम: मनोहर लक्ष्मण कोळी
Elector's Name: Manohar Lakshman Koli
पिताचे नाव: लक्ष्मण कोळी
Father's Name: Lakshman Koli
लिंग: पुरुष Sex: M
1.1.2006 तेजी वर
Age as on 1/1/2006: 31



बदर - ५१
००६९९९
२०१२





16/08/2012

दुय्यम निबंधक:

4:54:37 pm

वोरीवली 2 (कादिवर्ल):

दस्त गोषवारा भाग-1

बदर5

दस्त क्र 7069/2012

९२

दस्त क्रमांक : 7069/2012

दस्तावा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा छसा
1	नाम: यल्लमभाई वरारामभाई इटालिया पत्ता: घर/फ्लॅट नं: 2/ए/11, रुस्तमजी रिजंन्सी, ऑफ जे एस रोड, दहिसर प मुं-68 गल्ली/रस्ता: - इमारतीचे नाव: - इमारत नं: - पेट/वसाहत: - शहर/गाव: - तालुका: - दि	लिहून घेणार वय 50 सही		
2	नाम: मजुबेन यल्लमभाई इटालिया पत्ता: घर/फ्लॅट नं: शरीलप्रमाणे गल्ली/रस्ता: - इमारतीचे नाव: - इमारत नं: - पेट/वसाहत: - शहर/गाव: - तालुका: - पिन: - पॅन नम्बर: AAWPI6774P	लिहून घेणार वय 45 सही		

यल्लम वरारामभाई

M. V. I

खालील 2 पक्षकारांची कबुली उपलब्ध नाही.

अनु क्र. पक्षकाराचे नाव

- रुस्तमजी विल्डकॉन प्रा लि चे संचालक योमन रुस्तम इराणी तर्फे मुख्याचार गीता मनोहर मोंडकर
- योमन रुस्तम इराणी तर्फे मुख्याचार गीता मनोहर मोंडकर



दस्तऐवज करून देणार तथाकथित (करारनामा) दस्तऐवज करून दिल्याचे कबूल करतात.

1 OF 1



28/08/2012

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

वदर5

दस्त क्र 7069/2012





11:26:16 am

बोरीवली 2 (कादियली)

e 8

दस्त क्रमांक : 7069/2012

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा दस्त
3	नाम: रुस्तमजी बिल्लिकान घा लि घे संचालक दामन रुस्तम ईराणी तर्फे मुखत्यार गीता मनोहर मोंडकर - - पता: घर/फ्लॅट नं: 702, नटराज, एम व्ही रोड जंक्शन अंधेरी पू मु-69 गल्ली/रस्ता: - ईमारतीचे नाव	लिहून देणार वय 57 सही		
4	नाम: दामन रुस्तम ईराणी तर्फे मुखत्यार गीता मनोहर मोंडकर - - पता: घर/फ्लॅट नं: आयडियल, वेस्ट ऑफ रेल्वे लाईन्स, दक्षिण प मु-68 गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शह	मान्यता देणार वय 57 सही		



ey

दस्त क्र. [वदर5-7069-2012] चा गोषवारा
बाजार मुज्य :5184000 मोबदला 7160000 भरलेले मुद्रांक शुल्क : 358000

दस्त हजर केल्याचा दिनांक :16/08/2012 04:49 PM
निष्पादनाचा दिनांक : 16/08/2012
दस्त हजर करणा-याची सही :

पावती क्र.7077 दिनांक:16/08/2012
पावतीचे वर्णन
गांव: वल्लभगाई वशरामभाई इटालिया ->

30000 नोंदणी फी
1920 नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (अ. 11(2)),
रुजयात (अ. 12) व स्याचिप्रण (अ. 13) ->
एकत्रित फी

31920: एकूण

दस्ताचा प्रकार :25) करारनामा
शिक्षा क्र. 1 ची वेळ : (सादरीकरण) 16/08/2012 04:49 PM
शिक्षा क्र. 2 ची वेळ : (फी) 16/08/2012 04:53 PM(कार्यवाही पूर्ण)
शिक्षा क्र. 3 ची वेळ : (कमुली) 28/08/2012 11:26 AM
शिक्षा क्र. 4 ची वेळ : (ओळख) 28/08/2012 11:26 AM

दस्त नोंद केल्याचा दिनांक : 28/08/2012 11:26 AM

दु. निबंधकाची सही, बोरीवली 2 (कांदिवली)

ओळख :
खातीत इत्तम असे निषेधा करवात की, तो दस्तपेवज करून देणा-यांना व्यक्तीचा ओळखतात,
च त्यांची ओळख पटवितात.

1) निकेश पाटील- - घर/फ्लॉट नं: 02, अंबर, रावळपाडा, तहिसर पु.मु-68

गल्ली/रस्ता:-
ईमारतीचे नाव:-
ईमारत नं:-
पेट/वसाहत:-
शहर/गाव:-
तालुका:-
पिन:-

2) मनोहर कोळी- - घर/फ्लॉट नं: वरीलप्रमाणे

गल्ली/रस्ता:-
ईमारतीचे नाव:-
ईमारत नं:-
पेट/वसाहत:-
शहर/गाव:-
तालुका:-
पिन:-

दु निबंधकाची सही
बोरीवली 2 (कांदिवली)

प्रमाणित करणेत येते की, या
दस्तामध्ये एकूण ey पाने आहेत.

सह. दुय्यम निबंधक, बोरीवली क्र. २,
मुंबई उपनगर जिल्हा

वदर-4/008e/2012
पुस्तक क्रमांक R, क्रमांक.....वर
नोंदला. 28 AUG 2012
दिनांक:

सह. दुय्यम निबंधक, बोरीवली क्र. २,
मुंबई उपनगर जिल्हा.



दस्तावेजांचा क्रमांक व वर्ष: 7069/2012

दुय्यम निबंधक: बोरीवली 2 (कांदिवली)

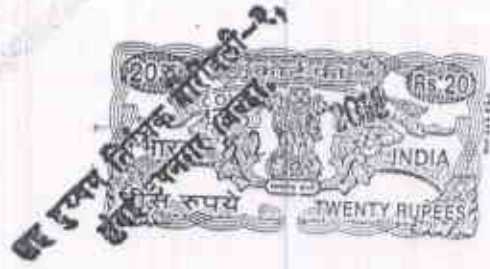
Tuesday, August 28, 2012

11:27:02 AM

सूची क्र. दोन INDEX NO. II

गावाचे नाव : दहिसर

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 7,160,000.00
या भा. रु. 5,184,000.00
- (2) भू-मापन, पोटहिस्सा व घरकमांक (असल्यास) (1) सिटिएस क्र.: 921 वर्णन: सदनिका क्र 1501, 15 वा मजला, 2-ए विंग, रुस्तमजी रिजेन्सी बिल्डिंग नं-2, जयवंत सावंत रोड, दहिसर व मुं-68
- (3) क्षेत्रफळ (1) 73.98 चौ मी बिल्टअप
- (4) आकारणी कित्या जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतियादीचे नाव व संपूर्ण पत्ता
(1) रुस्तमजी बिल्डरॉन प्रा. लि. चे संचालक योमन रुस्तम ईराणी तर्फे मुख्यालय गीता मनोहर मोंडकर - -; घर/फ्लॅट नं: 702, नटराज, एम व्ही रोड जयशान अंधेरी व मुं-68; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/बसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पिन नम्बर: AAECR0375A.
(2) योमन रुस्तम ईराणी तर्फे मुख्यालय गीता मनोहर मोंडकर - -; घर/फ्लॅट नं: आयडियल, व्हॅट ऑफ रेल्वे लाईन्स, दहिसर व मुं-68; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/बसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पिन नम्बर: -.
(1) वल्लभभाई बरारामभाई इटालिया - -; घर/फ्लॅट नं: 2/ए/11, रुस्तमजी रिजेन्सी, अर्धा जे एस रोड, दहिसर व मुं-68; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/बसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पिन नम्बर: AAFPI9315P.
(2) संजुषेन वल्लभभाई इटालिया - -; घर/फ्लॅट नं: बरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/बसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पिन नम्बर: AAWPI6774P.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता
- (7) दिनांक करून दिल्याचा 18/08/2012
- (8) नोंदणीचा 26/08/2012
- (9) अनुक्रमांक, खंड व पृष्ठ 7069 /2012
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 358000.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेरा



खरी प्रत

सह. दुय्यम निबंधक बोरीवली-२,
मुंबई उपनगर जिल्हा.



दस्ताक्रमांक व वर्ष: 7068/2012

Tuesday, August 28, 2012

11:24:52 AM

दुय्यम निबंधक: बोरीवली 2 (कांदिवली)

नोटणी 63 म

Regn. 63 m.e.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : दहिसर

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 7,160,000.00 बा.मा. रु. 5,184,000.00
- (2) भू-मापन, पोटहिस्सा व धरक्रमांक (असल्यास) (1) सिटिएस क्र.: 921 वर्णन: सदनिका क्र 1504, 15 वा मजला, 2-ए विंग, रुस्तमजी रिजेन्सी बिल्डिंग न-2. जयवंत सावंत रोड, दहिसर प मुं-68
- (3) क्षेत्रफळ (1) 73.98 चौ मी बिल्टअप
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नांव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतियादीचे नाव व संपूर्ण पत्ता
 (1) रुस्तमजी बिल्डिंग प्रा. लि. चे संचालक बामन रुस्तम ईराणी तर्फे मुखत्यार गीता मनोहर मोडकर - -; घर/फ्लॅट नं. 702, नटराज, एम व्ही रोड जयशान अंधेरी पू मुं-69; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AAECR0375A
 (2) बामन रुस्तम ईराणी तर्फे मुखत्यार गीता मनोहर मोडकर - -; घर/फ्लॅट नं: आयबियल, वेस्ट ऑफ रेल्वे लाईन्स, दहिसर प मुं-68, गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, यादीचे नाव व संपूर्ण पत्ता
 (1) वल्लभभाई यशरामभाई इटालिया - -; घर/फ्लॅट नं: 2/ए/11, रुस्तमजी रिजेन्सी, ऑफ जे एस रोड, दहिसर प मुं-68; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AAFPI9315P
 (2) मंजुदेन वल्लभभाई इटालिया - -; घर/फ्लॅट नं: श्रीलप्रभाणे, गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AAWPI6774P
- (7) दिनांक करून दिल्याचा 16/08/2012
- (8) नोंदणीचा 28/08/2012
- (9) अनुक्रमांक, खंड व पृष्ठ 7068 /2012
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 358300.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेरा



खरी प्रत

सह. दुय्यम निबंधक कार्यालय - २, मुंबई उपनगर विभाग.