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Thursday, August 16, 2012

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दिनांक 16/08/2012

दस्तऐवजाचा अनुक्रमांक

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दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव:वल्लमनाई वशराममाई इटालिया -

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दुय्यम निबंधक बोरीवली 2 (कांदिवली)

नहः दुख्यमः निर्मापक बोरीवली-२, मोबदलाः ७१६००००७ः

याजार मुल्यः ६१८४००० रु. मोर भरतेले मुद्रांक शुल्कः ३५८००० रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बॅकेचे नाव व पत्ता: ॲक्तिस वॅक लि. बोरीवली प

डीडी/धनाकर्षं क्रमांक: 146178; रक्कम: 30700 स., दिनाक: 16/08/2012

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Customer Copy AXIS BANK LTD., BORIYA!! (WEST) FRANKING DEPOSIT SLIP Deposit Slip, Borivali (West), Mumbai - 92 Date 17/3/12 Franking Value Rs. ٥, 3,58010 Total Rs. Name of Stamp duty paying party : IMANJUSEN VALLER FTALTA D, D / Cheque Na ... Drawn on Bank 1 18 FS 15 768 L BURFURLF IN FOR A A TISS BRING NE ONLY D Franking Sr. No. Officer Authorised Signatory

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🕫 पुत्रास फैकींग अल्झ ऋषितर लेंग्य छे एक एक, एक. । क्लेकोस साप्रीय अधिका आधी दुव वादी खरून क्षांची भाषान, पट भी है - कि पुर जाला. सह. दुःयम निबंधकः Habited बोरीवली क. ? NATURE OF DOCTINENT Dent Au cale SCHASLE SAME MANLY BON V ITAL THE PARTY furmonsex B. 节节 AMBLYT (IN FIGURES): 378000 RATTILE HOLE wort our

CHAMOI FRICTEY

THIS AGREEMENT is made and entered into this 16 AUGUST. 20♥2___, BETWEEN RUSTOMJEE BUILDCON PVT. LTD., a company incorporated unler 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 PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof, he deemed to mean and include its successors and assigns) of the FIRST PART: AND

REGISTRAN BOMAN RUSTOM IRANI, Indian inhabitant, residing at rm, West of Railway lines, Dahisar (W), Mumbai 400 peramafter called the "CONFIRMING PARTY" (which expression shall unless it repugnant to the context or meaning he deemed to mean and include his heirs, executors, strators and assigns) of the SECOND PART: AND (i)

Vallabhbhai Vasharambhai Italia & (ii) Mrs. Manjubez

the purpose of these presents as 2/A/11, Rustomjee Regency,
Off. J. S. Road, Dahisar (W), Mumbai - 400 000 Vallabhbhai Italia, Indian inhabitants having their address for

called "THE PURCHASERS" (was to pression shall unless it

be repugnant to the context or meaning thereof, be deerned to mean and include their heirs assigns) of the THIRD PART:

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FC: AXIS BANK LTD Authorised Signatory

Cuth Bunk LIE.

Gr. & 1St Floor Jacon Button
Off Chamumda Circle Borbadi (West)

Rs 0358000/-PB5389

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WHEREAS :-

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 Borivah in the registration District and Subdistrict of Mumbai and more particularly described in the Fist Schedule hereunder written. The Said property is deline ted by red colour on the Plan hereto annexed and marked Annexure I (hereinafter referred to as "the Schedule property");

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- 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 1596 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 transcribed as may be permitted to be constructed on the schedule property in the concerned Authorities;

 E) Layout in respect of the Property admessuring 798.76 sq.mters
- E) Layout in respect of the Property admensuring 798.76 sq.mters more particularly described to the second schedule hereunder written, hereinarter referred to as the second property" is approved by the Brihamnumbai Mahahagar Palreu under No. CPTIMSO/LUR is shown surrounded to hive boundary line on the plan hereto annexed as Annexure 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

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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 Brilian Mumbai Mahanagar Palika on submission thereof to it;

The Corporation has sanctioned plans and has issued IOD dated 25/6/98 bearing No.CHE/A-1084/BS(WS)/AR 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;

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- 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 the sof;
- 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, projected Mr. Navin C. Shah as Structural Engineers for preparing structural designs and drawings and specifications of the said building and the Flat Purchasers accepts the professional supervisions of the said Architect and the said structural Engineers at the completion of the building unless otherwise changed by the Continuing Party / Keystone;

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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 sa. I 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"

- K) Pursuant to the combined Order dated 10.07.2009 pased 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"
- 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 17.01.2003 issued by the Corporation in respect of the said building.;

The F.S.I. available for construction is likely a horease and the Promoters will be entitled to use the same and for that purpose the Promoters will 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.

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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

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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 appropriated 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;

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The Flat Purchasers have applied to the Promoters for allotment of Raw Flat No.1504, 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. LL 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 put up any further or additions teenstruction on the said property;

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

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

- i) 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 Registra ion 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);

- 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 i.e. more than Buildings as may be permitted to be constructed on the Schedule superty by the concerned Authorities.

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Layout in respect of the Property admeasuring 39, 76 Sq. mts., 6) more particularly described in the Second Son sule hereunder written, hereinafter referred to as "the said Property" is approved by the Corporation under No.CE/1686/LOR surrounded by blue colour boundary line of annexed a Annexure I.

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The Promoters have constructed the building known as "Rustomjee 7) Regency Building No. II" comprising of Wings "2" "B" a 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

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.

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- 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.
 - The Flat P: chasers 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.1504, on 15th floor, in 2A wing, admeasuring 61.65 Square Meters (Adams Malate Feet) carpet area No. No. No. note that the building to be known as "Rusping to Regency Building No. II" constructed on the said property as sown in the floor plan thereof hereto annexed and marked syrexure "V" (hereinafter for brevity's sake and collectively recorred to as the

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"the said Flat") for the aggregate price of Rs.71,60 000 (Pupees 4) Seventy One Lakhs Sixty Thousand only) including and facilities" proportionate price of the "common areas 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

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.

- It is specifically agreed that the percentage of the undivided 10) 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 arount of the said flat has been agreed to by and between the parties hereto on the basis of the present cost of the bt. ding materials, services and labor charges as on 1st Sept.

effect 1998. M. V. 7 12) The Confirming Party hereby confirm that the payment of the

consideration money viz; Rs.71,60,000/- (Rupess 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.

The Promoters hereby agree to observe, perform and comply with 13) or cause to be observed, performed complied with all the terms, conditions, stipulations and agestife have been imposed by the concerned oct auch sanctioning the said plans. 13001

The Flar Purchasers have prior to the execution of this agreer ent 14) satisfied themselves about the title to the Said Property 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.

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

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 deposit: 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 shall be entitled property to 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.

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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 Continuing Party and the Flat Purchasers and/or society and/or association of scieties shall have no share, right, title, interest, demandior claims than nature whatsoever into or upon the same. However the Properties and/or the Confirming Party shall be entitled use and a same FSI of such portions including by way of TDR and the lat Purchasers consents to the same. The Flat Purchasers and/or societies shall not disturb the said Bungalow and/or the occupants of the said Bungalow.

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17) The Promoters have made full and true discloser 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 gratting FSI, FSI available in lieu of the road widening, cet 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;

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 and approximate themselves the entire sale p oceeds thereof without the land purchasers or other acquires of the flats in step building or buildings a. J/or meir common organization having and included

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 pitting up such additional construction mentioned above and in this agreement is carried on. The Promoters shall be entitled to consume such FSI by raising

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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;

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The Promoters shall also be free to construct additional

Schedule Property!

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 pa: leularly 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 indemnities on behalf of the Flat Purchasers as required by any Authority of the State or Central Government Of Competent Authorities under any law concerning construction of building implementation of their scheme for the ment of the

to admit without any objection the persons to are allotted and/or as member of the speiety in the event the society 92 registered before all flats including extended/annexed building are sold by the Promoters?

to bear and pay any increment in the price of building 2) 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;

not to raise any objection or interfere with Promoters h) reserved hereunder;

- 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;
- 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 ayment is received by the Promoters.
 - 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 melaring their proportionate share of taxes levied by concerned local author es and other outgoings and/or on the Flat Purchasers committing weach of any of the ten s and conditions herein contained, the Paranoters shall be entitled at its own option to terminate this agreement the agreement 15 days notice PROVIDED PURTHER that upon demination 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

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

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

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 sued 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 paragraphing space and the flat shall always be sold together and normer purates our any reason whatsoever.

The said Building shall dways knowns "Rus Building No. II" and this will not be changed at prior written consent of the Promoters... 1300 The Flat Purchasers along with other Purchasers of Flats in the said Building shall join in forming and registering separate society 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 Fromoters. The Promoters/Confirming Party will execute least 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

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for a nominal lease rent of Re.1/- payable provided t'e 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 form 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 changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-opera, ve Societies or any other Competers 32

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things and matters envisaged above or under the perint. 00 & (In order to enable the Promoters to form said Assail on the Flat Purchasers shall give such particulars about them required. In that event the Promoters and/or the Confirming Party will execute a deed of Apartment in favour of each Allotee of the Premises separately conveying the Apartment and the Proportionate undivided right/share in the common area or facilities.

prejudice to the aforesaid documents and or to do the nets, deeds,

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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

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.

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The Fit 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 understuiding 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.

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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 Building including payment for ground refer any. Municipal Taxes, salaries of the employees charged with any duries for the maintenance of the said Building to the intent that the said property and the said Building shall be kept afree and all claims, attachments and sales or other legal encumbrances, charges and

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property and the said Building in favour of the Co-Operative society has taken place or not and whether or not the Flat Purchase s 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

liens, irrespective of the fact whether the transfer

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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 ma 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.

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Promoters have formed the Co-operative Housing Society of all the Flat Purchasers in the said building under the name & style of "RUSTOMJEE REGENCY II CO-OPERATIVE HOUSING SOCIETY LIMITED under Registrative No. MUM/(W-P)/MSG/TC/12562/2004-3005/2004. The Flat Daymasers herein are aware about the formation of the said Co-Operative Housing Society Ltd., before booking of the said Flat with the romoters.

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

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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/FS! which is consumed in the said Building and in the event of any future for any reason

whatsoever 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:

6) 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;

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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;

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;

that the Promoters and/or their nominee or nominees shall

be entitled to develop the said property fully by constructing and/or making additions in the said Building constructing REGISTADA Dional /floors/structures so as to avail of the for spermissible at present or in future for the said property luding for

staircase. Lift, passage, by way of purchase of TDR, free FSI which thay be available on the

acquired otherwise howspever and including butting up any additional construction and the Promoters selling the Salne 91

and appropriating to themselves the entire sale proceeds th reof without the Flat Purchasers and/or the society of Flat a urchasers 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

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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:

- that the terrace of the said Building/s shall always belong to the Promoters;
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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 power of attorney in favour of the nominees of the Promoters in order to enable the Promoters and/or their nominees to de seems.

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The Flat Purchasers shall bear and pay proportions, expenses, taxes, levies, maintenance and other charges; and the recision of the Promoters or the society, as the case may the expense coming to the share of Flat Purchasers, shall be find 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

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 haven 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
 - 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, water charges on the basis of meter by the Managements alaries and harges of Bill Collector, Clerks, Accountants Chemidars, Sweepers, etc., and

d) all other expenses necessary and inclosed entire building and the said propers management and manutenance, until the soc and the said property and buildings trans

management and maintenance, until the ociety 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

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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 extermined, 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:-
 - Rs.3000/- being agreed share of legal charges and expenses;
 - Rs:700/- for share money, application, entrance fee of the ii) Society or Limited Company;
 - iii) Rs.2500/- for formation and registration of the Society;
 - Rs. 2000/- for deposit of electric meter, cable and water meter, sub-station, etc.,
 - V) Rs.12530/- for development charges

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The Flat Purchasers shall on or before delivery of possession of the said premises pay to the Pa Nor deposit for meeting the expenses of maintenang amenities and facilities of the entire complex of all buildings continucted to be constructed on the schedule property,

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Garden or gardens i.

Drainage lines with selvage tankswith pump ii.

Layout Roads and internal roads iii.

Storm water drains iv.

Street lights

D.P.Road till the same are handed over to BMC V1.

Complex entrance gate vii.

viii. Compound

ix. Compound wall

The said amount shall be handed over to the Federation of all the societies in the said complex who shall utilize the interest thereof for the aforesaid purpose.

- The Purchaser/s at the time of receiving possession of the said Flat, 38) undertakes to deposit with the Developer an interest free refundable amount, by way of deposit as a security against any damages that may be caused during the implementation of the fitout/interior works in the said Flat. This Fit-out Deposit shall be refunded by the Developer to the Purchaser/s upon completion of the fit-out/interior works in the said Flat subject to no damage being caused to any part of the said Flar and the said Building including internal areas and amenities or the equipments installed in the said i lat and to all Building materials, debris etc. being lying on the site. The Developer shall not be responsible for any kind of loss and/or damage and/or theft in respect of the interior materials of the Purchaser/s lying in the said Flat. Possession of the said Flat will be delivered subject to payment of this Fit -out security deposit."
- 39) The Promoters shall utilize the sum of Rs.3000/- paid by the Flat Purchasers to the Promoters towards meeting legal costs, charges and expenses, including professional costs of the Advocates of the Promoters in connection with the formation of the Society, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement. However, if there is any short fall the same shall be made good by the Flat Purchasers.
- 40) The Promoters are authorized by the Elat Purchasers on their behalf out of amounts so coposited all reparation of all other documents, costs of lawyers for transfer of said property to the said Cc-operative Society as such costs at sts of transfer are to be borne and paid wholly by the John Purchasers and other acquires of flats/tenements in equal shares but usive of all out pocket expenses like stamp Duck Registration charges etc., which also will be borne and paid wholly by the Flat Purchasers and other acquires of flat, garages, parking space etc. However, 4-the costs charges and expenses exceeding aforesaid amount the same would 1300) be made good by the Flat Purchasers.
 - 41) At the time of taking possession of the Flat, the Hat Purchasers shall also pay to the Promoters the Flat Purchaser's share of Stamp Duty and Registration charges payable, if any, by the said Society on the

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

- 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 he authorities concerned for the set back land.

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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 o 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 Exchasers or themselves with intention to bring all persons into whosoever hand the flat may come, doth hereby covenant with the Promoters as follows:
 - to maintain the flat at Flat Purchaser's own cost in good tenantable repair and condition from the date of possession of the flat is taken and shall not do or so freed to be done anything in or to the flat and the building moverable against the rules, regulations or the law and shall condition to the flat is situate, its staircase or any passing which man be against the rules, regulations or the law and condition in or to the building in which the Flat strated and the Flat itself or

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b) Not to store in the flat any goods which are flazardous 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

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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 food tenantable condition and in particular, so as to support, shelter and protect the other part of the buildings in which the Flat is situated and shall not chisel or in any other manner the columns, beams,

walls, slabs or RCC prediction structural members in the Flat without orion visited permits on of the Promoters and/or society;

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- e) not io do or permit to be dead any act of hing which may render void or avoidable any insurance, the said land and the building in which the said 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

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

- not to keep nything in the common passage, staircase, g) 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;

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;

> i) 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 Purchasers had not been guilty of breach of or non-observance of any of the terms and conditions this Agreement and WITHOURIST BY AND prior written 1300

permission of the Propholers, 25

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The Flat Purchasers Shall obser and regulations which the society inay its inception and the addition, alteration or amend dereof that may be made from time to time for pictection and maintenance of the said Building and the flats therein and for the observances and performance of the 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

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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 surveyor 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.

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 \(\lambda \) complete effect.

On completion of the said building and on receipt by the Premoters of the full payment of all the amounts due and payable to them by all the flat holders of all the flesh the garages and car parking spaces, the Promoter shall co-operat e flat holders in forming and re_stering of incorporation co the said building, the right of the ni 图 be co-operative being suppered society, as the case may be Promoters under this agreement and sales and 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

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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.
- 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 or aces, lobbies, staircase, recreation spaces, walls, compound wall, lifts, terrace including right over walls hoarding sites, will remain the property of the Prof. oters, who shall be entitled to sell, transfer deal with or dispose of the same in any manner they deemed fit.
 - 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 readily the Flat Purchasers for any reasons whatsoever.

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In the event of the society being formed and relastered before the sale and disposal by the Promoterateral the stars, stills, besement and other space, garages, gardens, stepped compound and car parking space in the said but the area 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,

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 pressons 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.

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- 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 spacer. 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 whicheve is earlier.
 - 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 dead at conveyance is executed in favour of the cooperative society and at on the date of such conveyance the said. Building is not fully constructed and/or other partions of the said property has not been discussed and/or other partions of the said property has not been discussed by the Promoters on ownership basis or if the Promoters are not ownership obtain the flats, in the consideration.

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- money receivable by them formall persons who obtain the flats, shops, and other portions in the said property then and in any such event s the Promotes shall have the roun of construct and complete the said Building und to discount for to receive the consideration money even though such lease is obtained in favour of the cooperative society. Adequate provisions for the above shall be made in the lease.
- 54) Any delay tolerated or includence 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.

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.

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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. Read, Dahisar (W), Mumbai - 400 068.

After possession of the said Fiat 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 responsibilities and the Promoters will not in any manner be responsible for the same.

58) (17 (1) (1. V. F. The Promoters shall be a liberty lovel, a sign or otherwise deal with or dispose off its right, title of interest in Unisaid entire land including the said property or broathe and building to be constructed by the Promoters but the said set effect the flat / purchased by the Flat Purchasers.

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.

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.

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

62) The Transfer deed and all document shall be prepared by the Advocate of the Promotors 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.

The Flat Purchasers shall sig., all papers and documents and do all ouner things that the Promoter analysts when to do from time to time in this shalt including for safeguarding interests of the Promoters and holders of the other flats/ shope grages/ parking

space/ hoarding space eta in the building in it

All costs, charges and expenses in control of the Co-operative Society as well as the costs, tharges 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 buy 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

W. Y. J.

Promoters.

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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.

- 65) The flat purchasers shall pay brokerage to M/s. 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.
- BETWEEN THE PARITES 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 small be for the exclusive use of the respective terrace Flat Purchasers. The and Terrace shall not be enclosed by the Flat Purchasers till the purchasers till the purchasers 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-apprative 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.

It is specifically agreed and occlared that the least as contemplated under clause 30 as above in a contain, such contain as may be necessary in the circumstances of the contain.

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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 tand 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

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

- 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 othe, wise howsoever and by whatever name called the Flat Purchasers and/or scriety shall not be entitled to do so;
- c. The Flat Purchasers hereby gives all the powers, authority and consentto 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;

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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 pennissible under 'aw 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;
 - 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 stancase, lift, passage, by way of purchase of floating 1 SI, TDR free FSI which may be available on the said land or acquired otherwise howsoever and including putting up any additional construction and the Profession selling the same and appropriating to the insulves the entire e proceeds thereof without the Flat Purchasers/Societies of Plat P rchasers/Federation paristhereof. They FSI of any nature whatsoever available and sen or in future and further and/or additional construction that 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

C17 69

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

- 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 v homsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove,

W. J.

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;
 - 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 connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said lands (and the neighboring lands) are if necessary to connect the drains, pipes, cables, exclander over along the land appurtenant to each and every builds oin the said avout;

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The Promoters and Configurity Paragravity en perpetual lease basis a portion admeasuring 55 me. so as, of the Schedule

property to a separate limited company to be formed and registered by Promoters and/or Confirming Party and the Confirming Party and/or Pror oters 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.

- 69) DISPUTE RESOLUTION. MEDIATION, ARBITRATION AND JURISDICTION:
- 69.1 The Parties to this Agreement hereby agree that they shall, at all times, act in good tanh, 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 nominate i by the Developer, the second by the Flat Purchasers and the third chosen by the two (2) arbitrators so nominate by the Parties. The Parties agree that until the arbitration proceedings are connections and continued their disputes to a court of law the Arbitration and Conciliation Act. 1996, shall in all matters got error the arbitration.

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69.3. The arbitrators shall be persons of professional resort which directly or indirectly connected with the Paris Agreement. They shall have prior experience as ar parators

Paties to This 4/

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

69.5 The award of the arbitration proceedings will be final an binding on Parties to the Agreement. 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 and or in connection with this Agreement.

IN WITNESS WHEREOF the parties hereto have referred and subscribed their respective hands and seal on the day and year first

subscribed their respective hands and seal on the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED BY

The within named "PROMOTERS"

HUSTOMICE BUILDOON PAT. LTD.

Through the ha. Is of as Director

Mr. Boman Kustom Izoni

In the presence of......)



SIGNED AND DELIVERED BY

The withinnamed "CONFIRMING PARTY")

Mr. BOMAN RUSTO

SIGNED AND DELL

in the presence of

The within named "FLAT PURCHASERS"

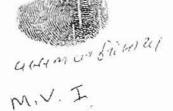
MR.VALLABHBHAI VASHRAMBHAI ITALIA I

MRS.MANJUBEN VALLABHBHAI ITALIA











RECEIVED the day and year first hereinabove written of)
and from the withinnamed Flot Parchasers a sum of)
Rs.10.00,000/= (Rupees Ten Lakhs Only)
being the amount of carnest money to be paid by them to)
us paid by cash/cheace Ne 327715 dated 17.07.2012)
drawn on Saraswat Bank | 18s 10 00.000/-)

WITNESS

WE SAY RECEIVED

For RUSTOMJEE BUILDCON PV". LTD.

(PROMOTERS)

THE FIRST SCHEDULE ABOVE REFERRED TO:

Atl that piece o. parcel of land of Branches, acasuring 18723.9 Sq.Mts., and bearing CTS No.92/ Country of the Atlante, lying and being at vinage - Dahisar Tashuka Borivals in the Registration District and Sub-District of

Mumbai City and Murisbi Rubrus and variation Mumbai Msahaingar parkagaire populderias

On or towards the South by P. Rose \$21.8.

P. Road bearing C.T.S No.

On or towards the North

By CTS No.921/5, 917 & 920;

On or towards the East

. By CTS no.521/12, 921/10 & 921/8;

On or towards the West

: By 921/9, 92177 & 921/5

c17 c17

N.V. I.

na Sana

THE SECOND SCHECDULE 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 to: for residence or forse ceping: 32/

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2. Limited Common Alvas and Pacilines

A, 235.50 Soft. (21) 87 captures. (in) B and 108.75 sq.tt. (1 1 sq. mis.) wife C in Front of the sairs and lift on the floor on which the particular that is boated, 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;

1.761 N.V. F.

ANNEXURE T PLAN OF THE PROPERTY C11-14 pm c17 822 m221 DANISAR RIVER 4-TO KNOWNIEL SIR व्यक्त 31 3300 2065 Page 42

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HIRENDRA MOTIRAMUHAVERI AND SONS

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HIBENDRA

MOTIRAM UHAVERI

Second Floor Madhav Nagari Average State Mukesh Uhaveri

A SHVIN U HAVERI

Second Floor Madhav Nagari Average State Mukesh Uhaveri

Second Floor Madhav Nagari Average State Mukesh Uhaveri

A SHVIN U HAVERI

Second Floor Madhav Nagari Average State Mukesh Uhaveri

Second Floor Mukesh

Secrember J. 1998

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n , .rawstone Realtons. Darisar ,Wr.Pkonbal.

Attn. Mr. Buman Irani.

cer "

First of the interm you that which has bee per approved layout 8 or per your procharges on rend because 2.7.3. No. #21/1 are as under.

we gan approx 1 layout

wa per procherer

Louising No.A

Suitaing Mo.C

Bur.ding of...

Building No.1

Building No.3

Surlding No.4

801.815@ No.4

Suitding No.5

This, is for your information and record please.

Thanking you.

Yours taithfully.

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195, 501, 1.0, 15(1) * AR WEE BANGER AND AND THE TEO. 175(176(1), SUNDANCE MANAGA UMBANAGA .O. CHE/A- 1084/8P(WS) AR \$17 JAN 2003

Boman R. Irani.

Subi

ssion to occuby the completeduing No. 1 on plot bearing C.T.S. No. 921/1 of village Dahisar situated at Jayve: Se-all Roac, Danisar (Wes Road, Danisar (West).

Sir

Wef - Arch's letter cated 27.10 200].

The tendedment for it but original computating of Wings A. Stand of Standard Standard Engineer, having ticing No. J/24 Shri Navin C. Standard Structural Engineer, having ticence No. STR/19 and tic Sim Standard of Standa

That the contific set 1/s 2/24 (. U. .C.Act shall be contained from A.E.W.W.R/North and a continted copy of the case shall be subsided to this office.

That the Corop. Hay. Society shall be Formed and register within three months from the date or issue hereof, or before B.C. supercover as Barillar.

That D.I.L.R.'s certificate for transfer of ownership of tend in the name of M.C.G.M. shall be submitted before B:C.C.

That the final N.O.C. from S.G. shall be submitted to this of before 8.0.0.

5. That all the deposits shall be claimed within 6 years from the date of its payment or within 1977 from 8.0.0. which ever is earlier failing which, the same with be all the which please note.

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ANNEXIME 'III' TITLE CERTIFICATE

MANTILAL UNDERKAT & CC

16. 151 1111 / 131 1113 141 , 161 1861

11 Computates TVS

1 Shri, Boman A. Irani, 2. Shi Porochy R. Irani, 3. Shri, Tehnion R. Irani, 3. Shri, Tehnion R. Irani, 3. Shri, Tenn, 3. Shiper (Mess), 5. Shiper (Mess), 5. Shiper (Mess),

Dear Sira/Madem.

Proport of an Daniber, Toloka Borists A. Requestration District and Sub-Olistrict of Scily and Sombay Suborben Subol 1984 [7] C.T.S.No.281/1 rg 91/10 admissioning Special Proposition of Auston Sherier I bondon 3/6, Ruston Sherier Frank and Tennion Ruston Sherier Irani and Tennion Ruston Sherier Irani

We have caused the season to be taken of the above property along with other proporties at the office of Sub-Aegistrar at Pasel from 1951 to 1995 and at Sandra and Sonhay from 1957 to 1995 and have obtained 7/42 extracts Mutation Intrive, Property Register Card. He have dauged public notice insued in news papers which appeared in the lates of free Press Journal dated find July. In the lasue of Navahakii dated 12md July, 1995 and in the issue of Jennebhoomi dated 12-e 1-19, 1995.

free the search on find that by a Conveyance dated loth August, 1980 Shri. Nucron Section itself (since deceased) comparison and section Ballonaudre Arishnerses, the extensers and trustees of the the Cochor fill again 157 one 158. According to William Action wanted recorded hime of Shelike

> 8208 e-2-21 4080 180 € € 5055 -

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1. OF erether Conveyance dated 15.4 1951 registered with the Sub-Register Vasai al No.326 of 1951 on the same day Shell. Austom Sheller Irani purchased from Shell tobre; hotum:1 Vadhava property bearing 5.No. 351, Hissa No. 3 Part almeasuring 3 quothes and 71 aq. ya.d. i.e. 317.72 aq. metres. Accordingly the Ravenue Authority has vide H.Z.No. 1799 transferred/ recorded name of Shell R.J. Irani on 7.2.1953

2. From H.S No. 2596 we fine that one Bolkrishna Sacishiv Rochardkar reactine of property searing S.No. 761, Hissa No. 3-A. The seld Nochardkar and Shii, Ruston 8 Irena have by nutual-underetinding exchanged their properties and area given to Ruston S. Irani in exchange of area admeasuring 356 at yords our of S.No. 261, hissa No. -A was given to Ruston S. Irani in exchange of area admeasuring 356 at yords our of S.No. 758 owned by Ruston S. Irani. However, no document seems to have been executed by the parties and end it aspects the parties have submitted their say before the Revenue methority and the Revenue Acthority has accordingly made recessory corrections in its records and effected the said Hication Entry.

the said Auston J. Frank dies at Mysore on Jrd June. 1989 leaving behind his less will and testiment of test ith August. 1989 lead leaving behind him his life forestay and and some committee of the August. 1981 lead leaving behind him his life forestay and and some committee of the August. 1981 leaving to Indian Succession for 1981 as Applicable of the was governed. By the said will him to produce the products its forestay in the said products its forestay.

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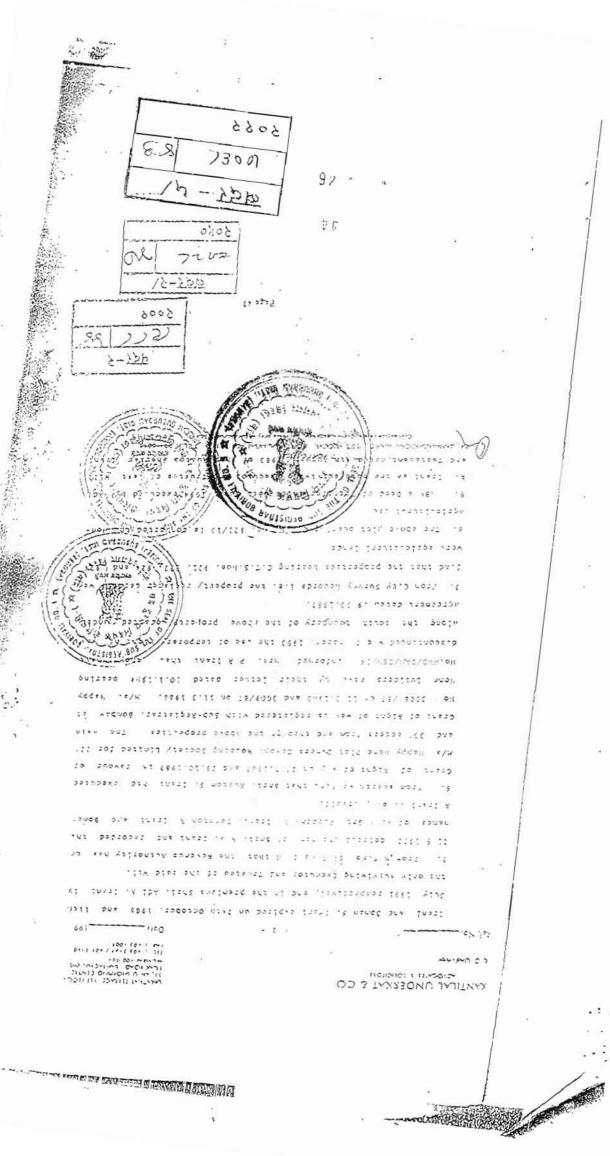
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invitein called the Transferor and pourselves therein estied the Sub-Atgistent, Dombay DEM 1-3155, 2: on the same day, properties of the decement were transferred to you.

The state of the s

10. The sale CTS No. 921 is subulricer into 10 sub-plots bearing CTS Nos. 92:/1 to 921/13.

- 1. So have tasped public notice inviting claims in respect of above placelong was on or place.
- It is respense to the tall factor believe to have so far not section any claim
- You have agreed to grant doublepaste organs in respect of . 3 the said property to M/s Kaystons toss Evt. Lid under an egrennent dated 21-3-18.
- is. You have informed we than except the said agreement there is no further or other transactions in t a racter.
- 15. In the premiers, your title to the above property descripy CTS 921/1 to 921/11 es tre ex ore. '9 tarketible, free, free incumbrances and ressonat e cost



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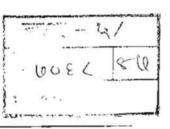
मालमत्ता पत्रक तालुका/म. पु.मा.का. -- न.भू.अ.बारीबली दहिसर रेगा प्राप्त संपर्के गिरा प्ली व शास्त्रमाना स्टिन शिट नंबर 7 78 धारणाधिकार नियत दंबी र ध्ये.मो. तपशील आणि . Set/t Cont white 65 (14794.2) विनर्गती सारा र उ (4335 8-सन १९९७-९८ पास्ते +88346.4 . न.भू.क ९२१/६/९२२ १२३,९२४ च क्षेत्र 408939 -· 12900.0 7.4 25.971/2 8 ~ १२१/१३ चे क्षेत्र — 36683.9 जुंददारीजार रिक्साया मुळ धारक (PA! / कर्ष ११६८ पट्टपर इतर भार इतर शह Same? रब्दिर घारक (धा) साक्षाकन घड क्रभाक ग्रवहार पट्टेशर (प) किया भार (भा) 3/108/1888 भा आधि भूमि अभिलेख मुग्दे उपनगर जिल्हा मुन्दे याचकडील स्हो --138x.04.35 00 00 कमांक ार.इ.को/४४/न.प्.४/के.दु एस.आर.१२३१/९४ ६०४२/ -दि.१४ ९.९४ चे आरेशान्ययं न.प्.क.९२१ या पिळकत पत्रिकेयर न.भू.अ. संरोदली १५२९५.२ चौ.चि.एवजी १५३३६.४ चौ.मि.क्षेत्र दाखल केले. 🗸 \$1061,668 मा.विरोप भूसपादन अधिकारो इ.७ मुबई उपनगर पांचेकडील ज्ञां -1992-06:00 00:00 00 एल.ए.क्यू अवाडं ५१३ दि.१४.८.९१ ताबा पायती दि.२७.५.९१ ग्र न.भू अ. यारोबस्त्री पहाराष्ट्र शासन राजपत्र दि.१२.२.८७ अन्ययं डि.पी.रोडसावी भूसपदन केलेल्या ५६७.२ यो वि.क्षेत्रास भूरपादन झाल्याची नोंद घेतलं। Cit. 10086 २०९७

(पान न.-

	दाहसर	तालुका/नः पु.मा.काः नः भूः	अ.बासवता । भूत	न्हा मुंबई उपनगर जिल्ला होते हैं।
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1	1	1	पट्टेरार (प) किंवा धार (भा)	7/10/10/07
invista.	1			-
/07/299w	दि.६०.१.९६ अन्वयं व मो.र.मं.६० ६ मुंबई पापेकडोल आदेश क.न. ९० दि.२६.१.९० अन्वयं न.पृ.क. क.९२२ चं १६२७० चौ.मि.न.पृ.इ पृ.क.६१४ चं १८३० चौ.मि.छ्यू पृ.क.९२१ चं १८३६.४ चौ मि.६ १२१ चं ५७५१३ १ चौ.मि.संत्र क प्रमाणए न पृ.क.९२१/२ तं ९२१/१ क.१२१/५ वर २२९.० चौ.मि.न.५ म.एक.९२१/५ वर ४२४५.६ चौ चौ.मि.न.पृ.क.९२१/० वर ४०३६ चौ.मि.न.पृ.क.९२१/१ वर ४२४५.६ चौ.मि.न.पृ.क.९२१/१ वर ४२४५ । १२४४.५ चौ.मि.न.पृ.क.९२१/११ १२ वर २८२० ७ चौ.मि.न. घ.क.९ १४४४.५ चौ.मि.न.पृ.क.९२१/११ १२ वर २८२० ७ चौ.मि.न. घ.क.९ १४४४ असा शेज बदार केला कायम कले व सत्तः प्रकार शेलो द	ाजन/ एक् आर-२०३६ हि.(१०.१०.१६) १/१६ बना.नगर भुनापन आधिकारी १/१हिसर १२१ है १२४/१ थे.बि./ ११८/१ चे २०६.८ घो.मि.न. प् ह.१२३ घे १५१०५.७ घो.मि.च न १ ४२६५० ५ घो.मि.च न १ ४२६५० ५ घो.मि.च न १ ४२६५० ५ घो.मि.च न १ ४६६० १ घो.मि.च न १ असा स्वतः मेळकत पविका १ कर १६६८ घो.मि.न. प् ह.क.१२४४ घर १८१८ १ घो.मि. १ घो.मि.न. प्.क.१२४/६ घर १८८३ घो.मि.न. प्.क.१२४/६ घर वर १०५३ घो.मि.न. प्.क.१२४/६ घो.मि. घडल्या २ २ प्.क.१३४ घो.मि. घडल्या २ २ प्.क.१३४ घो.मि. घडल्या २ १ ५७६१ १ घो.मि.च घ		ह्मं (१९५० ०२ १९०० ०० ०० व्याप्त १९५५ ०० ०० ०० ०० ०० ०० ०० ०० ०० ०० ०० ०० ०
	दहिसर/न.प्.क.९२१ ते १२४/पी. दि.२१.१९७ चो नोंदोतोल मा.जिल आदेशाची नअर पुकीने शावल के दि.१०,९.१६ अशी शावल केली.	य./९७ दि.२१.१.९७ जन्दरे हापिकारो मुंचई उपनगर पांचे नेली दि १०.१०.९६ हि दुकल्त कल्ल्	70 20 20 31	१९६०-११-१४ २० ८८ जन २.पु.अ. बारोबलो
/0 ६/1 3,९८	मा जिल्लापिकारी मुंबई राज्यार जिल्ला मार्च फडाल विनयेती आदेश फ C/Desk-VII-A/LND/NA /SR-६२५६ दि २२.१.१८ नुसार व इकडील मी. र.मं.३५३/१८ चे लगत म.५.अ.बोरोबली जोच आदेश १७.६.१८ अनुरागाने मोजणी अंती संगार क्षेत्र निळकार पविकेसरील		(धा.) [() श्रीमती परीची करतम इरायो) र) श्री टेमटन करतम इरायो र) श्री चीमन करतम इरायो	समे - १९९८ - वर्षात्रका व्यवकार चापुरुष स्रोतास्त्र
	क्षेत्रप्रमाणे कायम असून सन ११९७-१८ पासन वाधिक बिनरांतां सता र.स. १९७५: भी नाँद पंतत्सी य ७/१२ प्रमाणं मिळकत पविकत नावे / दाखल बेली सता	1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	HEREN WALL	0086 6

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नती पुग्रापन क्रमक/का. एतं. १	शिर मंबर प्लाट नबर स ची	त्र धारणाधिकार - पो		। आकारणाचा पहुंची भाइयाची नाः देखा फेर तणामुण्डिक नियत थे हे)
१२२/६	९२१/१			mount of
्दिनाक 	ब्दबहार	खड क्रमाक	मध्यन धारक (धा) महुदार (प) किंद्य भार (भा)	साक्षाकन
₹2/03/-20€	अनं, जबाब मृत्युवा राण्ना डिड अन्ययं पयताचे नाव कभी कले गर बारसादी नावे कायम केली	भौंफ इंडिन्सिटी बॉन्ड वॉ राखल अतलेले		के रफातु क ४५६ व्यक्ती सर्ते - १८/०३/२००६ १ पु.अ. बोरीयली
ह्मयानको करणारी -		हें ने कहा <u>२२७॥/॥</u> एकूण नोंदी / नक्के <u>100/12</u> नक्षेत्रे शुल्क <u>१४८</u>		
10 A.E	नक्रल तथार क्ष्रणार	तकत ग्रंचम - १६६ १ किहा।।।। ४ मण्डाकु त्यार ग्रंचा ए ६	Shy	
10000000000000000000000000000000000000	प्रमुख हिंपीक अप अमावन अधिर शेरिक्शी			





(पान न.-- ,)

मालमला पत्रक • विभाग/मोलं • दहिसर तालुका/न. पु. भा. बग. -- न. भू. आ बोरीवली रगर पुर न STATE OF THE PARTY शाधनाला रिलेल्स संवित्रात्राच 673 र्च की 43 '2 9.25/2 [रातः] सुविधाधिकार हरकाचा मूळ धारक 7.227 क्ता संदे হিন্দ व्यवहार বস্তু সমাত पहुदार (२) किया भाग भा) २२ 'वर्!'(१९७ • मा जिल्हाधिकारी मुख्यं उपनगर जिल्हा याच जडील आरंग ज (11) 21-1 or 40 30 , सो कार्य-७/भो.बि./एस् आर २७३६ दि (२०.६० १६ ति ।० ० ०६ अन्दर्ध व मो.र.नं.र०९/१६ य ना.मगर पूनापन आंग्यात ६ थाध प्रशंबना जडांल आदेश क.न.भू./दहिसर ९२६ ते ९२४/पं.वि..१७ दि.२१.६ ६७ अन्वय न भू क ९२४/२ घो नांबन स्वतंत्र मिळकल परिका उपहुन त्यादर ५१६२ ८ ची.नि.क्षेत्र राखल केले सदर्थ क्षेत्र डि.ची. रांडकडे वर्ग होणारे आहे.सत्ता प्रकार शेली दाखल केला ०४/०२/१९९७ - मानगर पुमापन अधिकारी पुबद्द पावेकडोल आर्श क.न प् दिहसर/न.भू क्र ९२६ ते ९२४/पो.वि./९७ दि.२१ १९७ अन्द्ये 1894-03.08 50 30 00 च भू.अ । दि २१ १.९७ चे नोंदोतोल मा.जिल्हाधिकारी पुबई उपनगर याचे धारायला आदेशाची मजर चुकीनं बाखल केलेली दि ६०.१०.१६ ही दुरूरत करूम दि.१०.९ ९६ अगो राखल तेली. १२/०२/२००२ । महा अभियता भूमपादन (बाडं),आर उत्तर वृ. मृ. म, 50 . । न. पालीका याचे कडील पत्र च ताबेपावती कमाफ 457-5-876/07 H 13/03/2004 . ACQ/WS/FSI-१२७७ दिनांक १२/१२/०१ आणी दु 56/05/3003 पृहनपुबई महानगरपालीका व. पु अ सीरीदर्भ (डि.पी.रांड) वि. पुचरं, याच्या कडील राजिस्टडं डिक्लरंशन कम ं इंडेन्निरो बंडअन्यवं न.५ क. १२१/२.संत्र ५१६२.८ REGISTRAR चं..यं दि पं.रोउ या आरक्षणा लाहे ताब्यात वेतले TRAVE D धारक सदरों वृ. मु.म.न. पालांकाचं नाव दाखल केले.व सताप्रकार के असा दा उल कला 213L त्यासः करणास -THE WASTER TO 2 2 7 14-29 1970 The server literal server 11: 15:5. <u>02</u> रगार श्रीपापने अधिकारि भ्रोगीवसी 800 प्रमुख लिपील नगर पूलायन अधिर वं। रीवली

'जान न. - ।

मालमत्ता पत्रक विभाग/मोजे --दहिसर तालुका/न.पु.मा.का. -- म.भू.अ.बांगीवली ्रगर भूतपन कचक/ स्त्र. स्त्री. न धारणाधिकार पो.पं. 655/3 379.50 _ सुविधाधिकार हक्काचा मुळ पारक पट्टेदार इस्पर भार रतर रोरं दिनाक खंड क्रमांक साक्षाकंन पट्टंदार (प) किवा भार (भा) 28/05/2980 भा.जिल्हा**धिकारी भुंबई** उपनगर जिल्हा याचे कडील आदेश क. १११७-०१-२१ ००.००:०० त.पू.अ चरत्वती सी.कार्या-७/पो.बि./एस्.आर.२७३६ दि.(१०.१०.१६)दि.१०,९.१६ अन्ययं च पां.र.नं.६०१/९६ व मा.नगर भूमापन आधिकारों हे याचे कडोल आदेश क्र.न.भू/दहिसर ९२६ ते ९२४/पो.वि./९७ दि.२२.८७ अन्ययं न.भू.क.९२४/३ ची नियन स्वतंत्र मिळकत पत्रिका उघडुन त्यावर ३२९.७ घो.मि.क्षेत्र दाखल केले.सदरचे मिळकतीवर् सत्ता . प्रकार रोती दाखल केले. 08/03/80180 पा.नगर भूमापन अधिकारी मुंबई यांचेकडोल आदेश क्र.न. पू दहितर/न. भू.क.९२१ ते ९२४/चे.बि./९७ दि.२१.१.९७ अन्युये \$\$\$0.03-48 po;00;... म भू अ दि. २१ १.९७ चे नॉदीतील मा.जिल्हाधिकारी नुंबई उपनार यांचे आदेशायी नजर चुकीने दाखल केलेली दि.१०.१० १६ ही दुर्कस्त करूत दि.१०.९.९६ अशो दाखल के नी.

त्यातमं रणात अर्ज कः 243 ८

नक्षण अर्ज दाग्यान तार्गाः 23 १०/११ एत्या नोदी निकायम् अत्यादावली
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ाः पुरुषः क्रम् इ./ प्रदेशनीः नः	तिर नेवर स्तर नेबर	क्षप्र चौ.तो.	णार णापकार	शीसनाल दिलेल् अपरील श्रीर्धर्म	त अकराष्ट्रिके किया पांडिक](१) तत्का फेर केर्नुक्रियोची निप्रम थेली
. 651/3	856/5	- 50		1	
		1955.1	सी (गेर्डा)	, j	el de agi
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२८'वस.६१५७	भा जिल्हाधिकारी मुबद्द उप- सी जार्या- ७/पो वि /एस् आ अन्ययं य मी राम १०९/९६ कडोल आदेश क म. प्-/दिहि अन्ययं म. पू का १२१/४ ची न्यावर १७२१,६ ची पि. क्षेत्र म्युनिसियल प्रायमरी स्कृत्यन् स्वयं सना प्रक्र शेली दोखल	त.२७४६ दि (१०.१०.१६) य मा नगर भूनापन आधार स्वर ९२१ ते ९२४/षो.थि./ नविन स्यतप्र मिळकत पाँ साखल केले.सदस्ये शेष्ठ रुडे यमं होणारे आहे./	त्य. १. १. १६ हार. ५ पाद १७ दि २१.१ १.		सहर । ११९७-०१-२१ ०० ०० ०० द भू अ भारतिस्तो
०४१११६०/४०	2	नुंबरं याचेकडोल आदेश १ गं.बि.१७ दि २१ १ ९७ अ त.जिल्हाधिकारी मुंबरं उपन इल केंन्नेली दि.१०.१० १६	न्द्रय गार् प्रार्थ	27	सकें - १९९७ - वंदन्त्रप ८० ३० ३७ मानू ३६ चंदिरवार्त
१६/०८/२००६ •	अर्ज व माजिल्हाधिकारी मु क. C/Desk VII A/Lb ३/४/२०६ व इकडोल मोः २१/६/०६ अन्यमे न.पृक्षः क्षेत्रास ७/२२ प्रमाणी धारक २ केली व सक्त प्रकार रोती ऐव	ND/NAP/SR ८०८५ हि. १.मं. अ -१८५/०६ दि. १२१/४ चे १७२१ १ चो.मि १२१/ असलेल्या नार्वाची न	TIC STA	PEGISTRAN BORNER	के राज्य के. ८२६ का क सर्वे - १६/०८/३००६ न. पु. घ. योरीयस
io/tV?cot	बक्षीस प्रथमे अने जवाब व इडियर य सूची क. II घवन २९/१०/२००१ अन्यये :fia र	9634/02 /5	3	क्षेत्र कर के किया है। इस के दुखी अंत्र के दुखी	क रक्ता क चारे प्रशास नहीं रेक्ट्रेस्ट्रिक्ट्र न चु अ चीरीयम
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(पान = -- |)

मालमत्ता पत्रक . विभाग/माने --दहिसर तालुका/न.भु.मा.का. -- न.भू.अ.जोरीयली ्रगर भुक्तध्य क्रांडेक / इस इती, य ยารงากยอกร ची.मी. 978/10 2588.4 शेलो___ - लुव्धिभिकार हेक्काचा मुळ धारक चर्ष च्हेरात रुतर ५३,४ इतर रारे साक्षाकन दिवास्त ক্তঃ ক্রমান रविन घारक (धा) पट्टेंदार (ए) किंखा भार (भा) 25/2:/5990 मा निल्हारिकारों नुदर्श उपनार जिल्हा दोंचे कडील आदेश क्र 1415 1560-01-76-00 00 ... सी.कायां-७/पी.बि./एस्.आर.२७३६ दि.(१०.१०.९६)दि १० ९.१६ 4.4.21. अन्दर्य व मो.र.न.१०९/९६ व मर मगर भूमापन अधिकारी ६ योने **घोरोवली** फडांल आदेश क्र.न.भू./दहिसर १२१ ते १२४/पां.वि./९७ दि २१.१.१७ अन्वये न.५.इ १२१/१० चौ नविन स्वतंत्र पिळकत पत्रिका उघड्न ह्यावर २६४४.५ ची.मि.क्षेत्र राखल केले.सदरचे क्षेत्र आर. एम् कडी वर्ग होगारे असून सत्ता प्रकार रोती दाखल केला. 08/07/2990 सहं • मा.नगर प्रापन अधिकारी मुंबई याचेकडाल आदेश क्र.ग.पू रहितर/म.पू.क.९२१ ते ९२४/पो.बि./९७ दि.२८.१७ अन्यदे दि २१.१.९७ चे मोरोतील मा जिल्हाधिकारी मुंबई उपनगर याचे आदंरमचो नजर चुकोने दाखल केलेली दि.१०.१०.९६ ही दुलस्त करून दि.१०.९.९६ अशी दाखल केली. न भू.अ.बारोधली अर्ज क. 2434 नमे स्वकल नक्र अर्ज राष्ट्रण तारीख 2 डि/३३/३८ एकूण नोंदी । नक्ष्मा वक्को कर तसः मुखइं उपमपर जिल्हा # 40 act active 26.19.2/19 2 - DEC रैंगी। सत्य प्रतित्लयो नक्रल विकासी है कि কৰলৈ কৰেৰ কংগাৰ मकल त्यासणार क्षिकार करि रगार भूपापने आधिकारी एकुण जूला -न्मार भूमापन अधिन केररीवती खदर 48 6081 २०१२

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मालमला पत्रक विभाग/भीजें --दहितर तालुका/न.पु.मा.का. -- न.पू.अ.बीरोबली प्रवर्ष उपनगर जिल्हि प्तार नदर 253 धारणाधिकार शिट नवर কুনাদ কে পুৰ चं.घो 826. 5 23/12 २८२० ७ मृत्वपारिक तर हरकान छ भारक 34 क्त प्रा त्तर होंर -दिनोक 04451 33 27 2 गाँवन धारक (धा) साराकन पट्टेगा (२) किया पार (५१) 22/02/2920 मा जिल्हाधिकारी मुद्रई उपनगर जिल्हा याचे कडील आहेत क. मा जिल्लाभकता नुबद्ध उपनात १५०० मो जन्मे-७/पो बि./एस् आर.२७३६ दि.(१० १०.९६)दि.१० १९ १६ 1995-01 100,000 अन्त्रये व यो र.न १०१/९६ व मा.कार भूमायन अधिकारी ६ य व कडौल आदेश क्र.न.प्./दहिसर ९२१ से १२४/पो.चि./९७ दि.३१,३ १७ अन्दय न.पू.क १२४/१२ ची निवन स्यतप्र मिळकत पविका उपाइन त्यावर २८२०.७ चौ.मि.क्षेत्र दाखल केले.सदरचे क्षेत्र पी एल्.कड बर्ग होणारे असून सक्त प्रकार होती दाखल केला-08/07/1990 पा.नगर भूमापन अधिकारी मुंबई बांचेकडोल आदेश क्र.न.भूं. सहां -दहिसर/न पु.क.९२१ ते ९२४/घो.बि./९७ दि.२९ १ ९७ अन्वर्ध \$990-07-08 00,00000 दि.२१ १.९७ घे नॉदीतील मा.जिल्हाधिकारी मुबई उपनगर याचे आदेशाची नजर चुकांने राखल केलेली दि 🖟 🕫 🕫 हो हुकान जरून दि १० १ ९६ अशों दाखल केली जर्ज क. <u>243</u> 4 ः पू अ योरीवली न प्रत आर्न टार्ट्स मारीराज्य नव्यान मुक्सण नोंदी। नथाया। 'तपातणां करणात -मुंबई उपनगर जिल्हा 1000 ATT 1 15 11 2617 8/77 2 - DEG-2011 नकाल िल्लाहर मत्य प्रतिसिपे एक्ष शुस्त -

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माल्मत्ता पत्रक र्धमृत्रई उपनगर जिल् • विभाग/मोर्च --दहिसर तालुका/न.पु.मा.का -- न.भू.अ.वारीवली जिला रात श्वापत स्थार / का स्त्री व धाः दशकास्य यो.मी 1 128/61 631/13 7130.8 चि तितो सता र ते ५४७/११/१००० सन १९९१-९७ पाएक (7.6) risoniani. हिक्काचा मुद्दः धारक पट्टंदार रक्षा भाग (8) 77 रन प विश्व क्रमांक विवन धरक (चा) साक्षाकंन वट्टरार (य) किया भार (भा) 21/02/1996 माजिल्हाधकारी मुंबई उपनगर जिल्हा याचे कडील आदेश क सा जाया-उ/पोबि./एस्.आर २७३६ दि.(१८ १० १६)दे १० सर्ग -1994 01-2 00 00 60 अन्यतं अस्तारं न रुक्ताने ६ ४ सा.नगरं पृथानः अने कर्ताः र ६ ॥ मधीनः अधितं क्रानं पृथाने सर्वे स्वरूपः १६० ॥ वि १८ १८ । अन्यय र भू क्र.११११३ धी नविन स्वतः भिळ्यतः प्रणियाः १४ १० तरावर २१३७ ४ ची मि.क्षेत्र दाखल केले थ गता प्रकार राजी शक्स धेरता. 68 01 (883 मा.नगर भूनापन आधिकारी पुंचई याचेकडील आदरा क्रान भू 1916-050 00000 दहितर/न.भू.इ.१२१ ते १२४/पो.बि/१७ दि.२१.१.९७ अनाद दि.२१.१.९७ चे नोदोतील मा.जिल्हाधिकारी मुंबई उपनगर याद बारोपस आरंजाची नजर चुकीने दाखल केलेली दि १० १०.९६ ही दुश्यत कलन रि.१०.६.६६ असी राखल केली. 08/09/8986 भा जिल्हाधिकारो तहं -मुंबई उपनगर जिल्हा (१) श्रीमती पर्वेषी रूस्तम इरागीः] 1990-09.08 00 00 00 १) हो।टेपटन रूस्तप 🖯 णो 🕜 च बंकडोल विनशेती ત્ર, પૂ. ડા. आरम कमाक C/Desk-१ अपने **मामन स**र्वेश १९५० VII-A/LND/NAP/SR 4486 के अरेर १६ दुला य इम्प्रांत म.पू.अ.क.६ क्या आरम दि.४.९.९७ ब मा । स ७९/९७ चे अनुशासनं मोजामी अती देशार क्षेत्र दिळकत दांत्रफवरात संग्राप्ताणे कादम असून सम १९१६-९० पासून क्रांचिक विनर्ताता छाट्। - ५/ सारा र.रूपयं १०४७/-र्ज नींद धेतलों व ७/१२ प्रयानं विश्वकत 1300) पत्रिकत नावे दाखल कलं. 5065

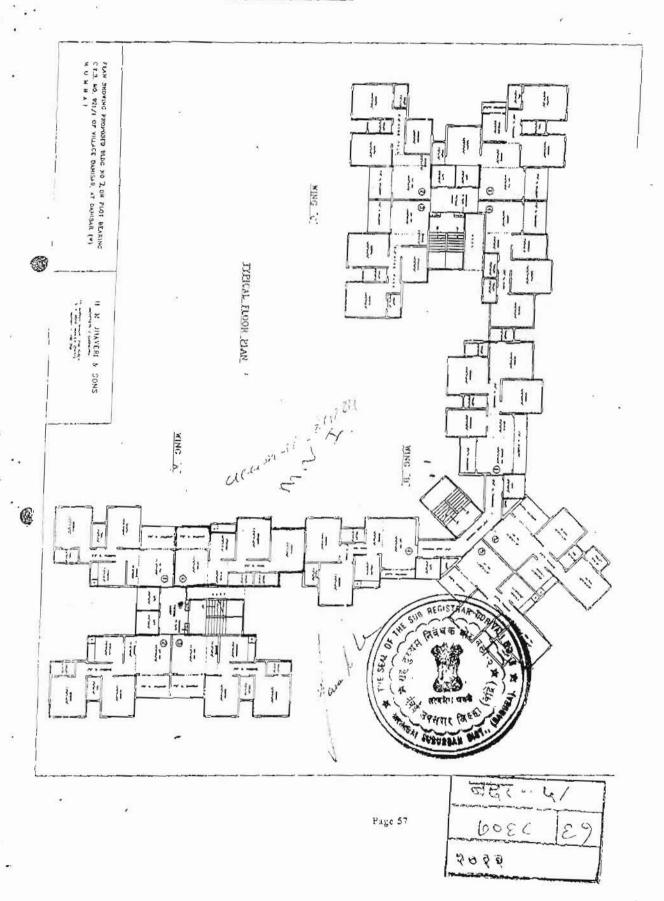
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विभाग/माज	दाहसर	तालुका/न. धु भा. का न. मृ. अ. व	गरवला जिल्हा	मुंबई ४५ भार जिस्हर 🤭
লা দুখন চঠান/অ.লা.ব.	भिट नदर स्वट नदर क्षेत्र ची.मी	CIPTINE		ा अञ्चलका किया भार्यकार तथा केर तथासमीचे नियत थेख)
९२४/१३	851/83			
र्देदनाक	व्यवहार	खड १२५४	वर्षित पाएक ,धः) पट्टदार (प) [†] कका भाग (भा)	साधाकंत
1007/5002	अर्ज, जबाब मृत्यूचा राखला डिंड और अन्वयं स्थतार्थ नाव कभी केले व पूर्वी बारसार्थी नाव कायम केली	र प्रांडिनरो मेंन्ड एक्स अर्क्सले		er rum m. y. c. t. cum t. c. c. l. doct n. y. s. c. c. c. c.
13	मर्ज क. <u>२८३८</u> जा स्थल वर्ध बारल सरील <u>२८</u> स्थल रहा वर्ष वर्ष <u>२८</u> ११	111. The TITE 200	7.—	
	नहत्त तपार प्रियमिष्	-2 - DEC 2011-	सत्य प्रतिलिपे गग पूर्मापूर आधाकार क्यांकर्म	ð
, इसर	्रिन्स" मुख तियोक भूमायन अधिकारी दारीजरी	एक्ना श्रांतक . १० %		



ANNEXURE 'V"

TYPICAL FLOOR PLAN



Rustompee Buildon.

- १) शासन पनिस्त्रक क्रमांक.२०००/ १४/प क्र २५ / म- ५ हि. २४/३/२०००
- २) मो म नि.य मु मि. पुरो याँचे पत्र क का- ३/ चमापका/ भुडांक पावती हुनामा / २१/ ३५२, दि.४/ ५८/ २८०६

.P.:ge 1 of 1

GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 001. E 0106566

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No." 20/49

Receipt Date 26-AUG-09

Received From RUSTOMJEE L 'ILL

On Account of ADJ. STAMP DUTY AND FEE

ounter No CNT-2

					COUNTER	si No. Chi-2	- 2
Mode Paym		DD/PO/CHO/ RBI-Challan No	Date	Bank Name & Branch	Area Code	Amount (in Rs.)	
PO	898	24-A	JG-09	THE ZOROASTRIAN CO-OP. EANK	0	2,200.00	0

Case No.: Lot Date Total D.O.: Lot No. : ADJ/746/09 Amount Description of Stamps Denomination Quantity Sr. No (In Rs.) / Franking 1065 2045 2,200.00 Rs. Rupees

2200

Two Thousand

ashier / Accountant

Mature / Designation

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

१) रासन परिपन्नक क्रमांक २०००/१४/प्र.क.२५ / म-१, वि २४/३/२०००

२) नो.म.नि.व पु.नि.,पुणे यांचे पत्र क.का-३/ संगणक/ मुद्राक पावली दुरुस्ती /०६/३९९. दि.४/५०/२००६.

GENERAL STAMP OFFICE Page 1 of 1 TOWN HALL, FORT, MUMBAI - 400 001. E 0104461 RECEIPT FOR PAYMENT TO GOVERNMENT NOT TRANSFERABLE Receipt No.: 18353 Receipt Date 06-AUG-09 Received FrongustomJEE BUTLDCON PVT. LTD.

On Account of On Account of: ADJ. STAMP DUTY AND FEE Counter No. CNT-2 Mode of DD/PO/CHQ/ Bank Name & Area Date Amount Payment RBI-Challan No (In Rs.) Code CA 100.00 TETELLIE Case No.: ADJ/746/09 Total D.O Lot No .: Lot Date . Description of Stamps Amount Denomination Sr. No (In Rs.) / Franking 4/ 608/ २०१२ Total: 100 One Hundred onLy Rupees : **Rs.:** receipt before t' : At the time of Registration, please pr ignature / Designat Castriel 99 et buntant

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 Limited

......Demerged Company

WITH

COMPANY PETITION NO. 191 OF 2009

CONNECTED WITH

COMPANY APPLICATION NO.226 OF 2009

ee Buildcon Private Limited Resulting Company

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

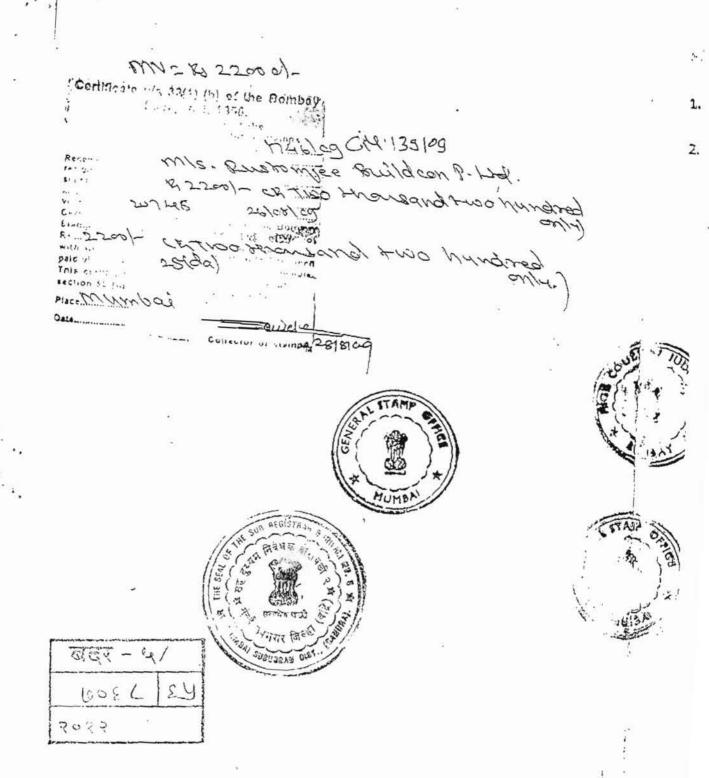
Mr. D. A. Dubey and Mr. P. Khosla i/b Mr. S. K. Mohapatra for Regional Director

None for objectioners

CORAM: A. M. Khanwilkar, J.

 10° July, 2009

1008. 3053



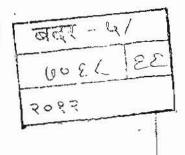
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- 1. Heard learned counsel for the parties.
- 2. The sanction of the Court is sought under Section 391 to 394 of the Companies Act, 1956 to a Scheme of Arrangement between Keystone Realtors Private Limited and Rustomjee. Buildcon Private Limited and 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.

They have complied with all statutory requirements as per directions of this Court and they have filed nacessary 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



EU

HIGH COURT, BOMBAY

- 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.
- *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 Ar. angement on the basis of grounds
 mentioned in the said Affidavit. However, today none of the
 Objectioner are present in the Court, either in person or
 through any advocate.

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 Objectioners wherein he has refuted the claims and allegations made by the Objectioners. In the said Affidavit, he has stated that the scheme is not prejudicial to the interests of the unsecured creditors and Treate specifically to

HIGH COURT, BOMBAY

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

been given possession of their flats by the Transferor Company. The transferor company has filed two affidavit dated 4th May 2009 and 10th July 2009 pointing out that they have handed over possession of flats to six interveners i.e. Objectionor nos. 2, 3, 4, 5, 8, and 10 and that the company has also sent letters offering possession to three more incorporate i.e. Objectioner nos. 1, 6 and 9 and that the conserveners i.e. Objectioner nos. 1, 6 and 9 and that the source shortly on completion of pending work such as carpentry, electrical fittings, sanitar, fittings and flooring. In any event

Upon perusal of the entire material placed on records the scheme appears to be fair and reasonable and is not videlive of any provisions of law and is not contrary to capt public

they are not prejudicially affected by the Schr

008.C. EC 2087

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

3. Since all the requisite statutory compliances have been fulfilled, Company Petition No.190 of 2009 filed by the Demerged Company in 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).

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.

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- 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. Filling 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.)

Section Officer
High Court, AppellateSide
Hombay

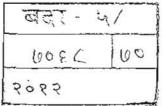
M. D. NARVEKAR

COMPANY REGISTANA

HIGH COURT (O.S.)

BOMBAY





Boheme of Arrangement

BETWEEN

KEYSTONE REALTORS PRIVATE LIMITED

AND

RUSTOMJEE BUILDOON PRIVATE LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS

Under Sections 391 to 394 of the Companies Act, 1956

(A) Preamble

This Scheme of Arrangement (hereinalter relerred 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, Bisleri Compound, Off western Express Highway, Andheri (East), Mumbal - 400 099, Into Rustomjee Buildoon Private Limited (hereinafter referred to as the "RBPL"). having its registered office at JMC House 3rd Floor, Bisleri Compound, Off western Express Highway, Andheri (East), Mumbai - 400 099.

Parts of the Scheme:

The Scheme 13 divided into following parts:

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

बदर PART A - DEFINITIONS AND SHARE CAPITA 60 WOE 1. the subbast procontext, the

DEFINITIONS

In this Scheme of Arrangement splese inconsisted with following expressions shall have the following the arrangement of the second specific following the se

- state of modification, or re-enactment "Act" means the Companies Act 1956 and and 1.1 thereof for the time being in force
- BUSIT RESULTAN 1.2 "Appointed Date" means opening
- "High Court" means the High Court of possessure at Bombay or such other competent 1.3 authority having jurisdic, on in the matter.
- "KRPL" or "the Demerged Company" means Keystone Realtors Private Limited, a 1.4 company Incorporated under the Act and having its registered office at JMC House 3rd: Floor, Bislert Compound, Off western Express Highway, Andhert (East), Mumbal - 4001 099.

- "Preference Shares" means 8% Non-Oumulative redeemable preference shares to be issued by Austomies Buildoon Private Limited to the shareholders of Keystone Realitors Private Limited, as provided in clause 5.1 hereinafter, the terms of which are specified in Schedule - I herelo.
- 1.6 "RBPL" or "the Resulting Company" means Rustomjee Buildcon Priva's Limited, a company incorporated under the Act and having its registered office at JMC House 3rd Floor, Bisleri Compound, Off western Express Highway, Andheri (East), Mumbal - 400
- 1.7 "Remaining Business" means all the businesses and divisions of KRPL other than the Specified Undertaking as defined in Clause 1.9 below.
- "Scheme" or "the Scheme" or "this Scheme" means the Scheme of Arrangement In 1.8 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 Unidertaking" means the undertaking of KRPL engaged in developments construction of specific real estate projects enumerated below:
- 1.5.1 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:
 - Development and construction of building project in the name of "Rustomjee (a) Adarsh Regal B wing and A wing "located at Malad (West), Mumbal
 - Development and construction of building projects in the name of "Rustom) a (b) Regency' and "Rustomiee Regal" located at Dahlsar (West), Mumbal
 - Development and construction of building project in the name of "Lia Roche" (c) located at Bandra (West), Mumbai
 - Land advances for purchase of land and rights in cenain properties for (8) undertaking new projects viz, Project Howard- Tardeo, Project Iris - Vasai, Project Veronica-Dahisar, Project Jasmine - Pall hill, Project Rose - Andheri, Project Orange Nagour, 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 -
 - 1...2 whole of the Specified Undertaking of KRPL, defined in Clause 1.9.1, as a (a) going concern, including all movable and immoverable property, including stock, current assets, ca tal wars in progress, with regard to projects in the Specified
 - current assets, co tal warr in progress, with regard to projects in the Specified Undertaking as out the Specified Date;
 All permits, rights entitlements, Intimation Of Disapproval (IOD), / Commercements Certificate, Occupation Certificate, Development Right Certificate (ORC) to Objection Certificate from any authorities, Including the Municipal (acthorities) Mumbar Netropolitan Regional Development Authority, Competent Buthody under the Irban Land Celling Act, 1976, lease, tenancy rights, letter of intents, permissions, benefits under income tax, sales tax / value added ax and / or any other statues, incentives if any and all other rights, title, interest, contracts: including Development Agreements, Conveyances, Agreement for Sale etc. as of Sent, approvats or powers of every kind nature and descriptions, letters of Intent, expressions of interest, permissions of any municipal, gram panchayat, taluka and other statutory authority, approvals, consents, liceases, registrations, subsidies, concessions, exemptions, (b)
 - consents, licenses, registrations, subsidies, concessions, exemptions, temissions, 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 dervices, 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;

 All debts, duties, obligations, and liabilities if any, penalning or in relation thereto the specified undertaking as on the Appointed Date.

For the purpose of this Scheme, it is clarified that obligation pertaining to the Specified Undertaking under statues such as Maharashtra Ownership Flats Act, Maharashtra Apartment Ownership Act, etc where ever applicable will remain with KRPL

(d) All permanent and contractual employees of KRPL engaged in or in relation to the Specified Undertaking, as identified by the Board of Directors of KRPL, as on the Effective Date.

In respect of the Rustomjee Regency, Rustomjee Regal - Dahisar, Regal A wing and La Roche projects, the aforesald will be restricted to the extent applicable to the balance unsold projects only. Any question that may arise as to whether a specific asset or liability pertains or relates or does not pertain or relate to the Specified Undertaking or whether it arises out of the activities or operations of the Specified Undertaking shall be decided by mutual agreement between the Board of Directors of KRPL and RBPL.

- 1.10 "the Effective Date" or "coming into effect of this Scheme" or "upon the Scheme becoming effective" mans the last of the dates on which the certified copies of the order sanctioning this Scheme is passed by the High Court of Judicature at Bombay, or such other competent authority, as may be applicable, is filled with the Registrar of Companies, Maharashtra at Mumbai.
- All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof from time to time.

DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved, imposed or directed by the High Court or made pursuant to Clause 15 of the Scheme, shall take effect from the Appointed Date but shall operate from the Effective Date.

- 3 SHARE CAPITAL
- 3.1 The Share Capital of KRPL as on March 31, 2008 is as under:

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10,000 Equity Sha	ares of Rs.100/- gaca assisted	10,00,000
Total	Och Car & To Conne	10,00,000
Issued, Subscrib	ed and Pald Do A Res 10 15	
2,156 Equity Shar	es of Rs.100% (each)	2,15,600
Total	(II)	2,15,600

3.2 The Share Capital of RBPL as per provisional accounts as on December 31, 2008 under:

Panticulars (Amount(as))

Authorised Capital		
10,000 Equity Shares of Rs. 10/- each	~ : 	1,00,000
Total	- + 1	1,00,000
Issued, Subscribed and Paid up Capital		1,00,000
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 pald up capital of RBPL.

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

TRANSFER AND VESTING OF SPECIFIED UNDERTAKING OF KRPL 4

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 RSPL, as a going concern, in accordance with Section 2(19AA) of the income Tax Act, 1961 and in the following

- With effect from the Appointed Date, the Specified Undertaking, shall, under 4.1 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 the transferred to and vested in RBPL, so as to vest in RBPL all the rights, tire and interepertaining 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, both vested in and/or deemed to be vested in RBPL so as to vest in RBPL all the rights, titles and interest of KRPL therein and shall be appropriately mutated, registered or record and interest of KRPL therein and shall be appropriately mutated, registered or record and interest of KRPL therein and shall be appropriately mutated, registered or record and interest of KRPL therein and shall be appropriately mutated, registered or record and interest of KRPL therein and shall be appropriately mutated, registered or record and interest of KRPL therein and shall be appropriately mutated. 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 shan be so delivered or endorsed and delivered, as the case may be, to RBP1, to the end and intent
- delivered or endorsed and delivered, as the case may be, to RBP', to the end and intent that the property therein passes to RBPL, on such delivery or endorsement and delivery. Such delivery and transversely be made on a date mutually agreed upon between the Board of Directors of KRPL end RBPL.

 In respect dismovable assets of the poecified Undertaking, other than those mentioned in Clause 133 (above find uding, action able claims, sundry debtors, outstanding loans, advances lace were present in containing to require the government semi-Government in containing the received and deposits with the Government semi-Government, containing the received and bodies and customers, KRPL shall be required by RBPE and RBPL may, issue notices in such form as RBPL may deem it and proper stating the 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 and 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 their respective books to record the aforesaid changes.

 ICO S 4.4
- 68 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 Responded 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.

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, Mumbal Met: apolltan Regional Development Authority, Competent authority under the Urban Land Celling Act, 1976. lease, tenancy rights, letter of intents, benefits under income tax, sales tax / value added tax and / or any other statues. 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 RSPL: 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

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5.4

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 Classes 1 above.

RBPL shall, if and to the extent recorned apply to are obtain any approvals from concerned regulatory authorities for the says and allottine of Preference Shares to the members of KRPL under the Schemy as per Clause 5.1 apply

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ACCOUNTING TREATMENT IN THE BOOKS OF REPL

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

6.1 RBPL shall record the assets and Habilitles of the Specified Undertaking of KRRL 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 smareholders of KRPL pursuant to this Scheme.

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- 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 flabilities 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 "tilize the profits or income, if any, relating to Specified Undertaking for the purpose of declaring or paying any dividend of for any other purpose in respect of the period from a dialter 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, self-susander, alienate, charge, morgage, encumber or otherwise deal with or ispass of the Decified Undertaking or any part thereof or incur, accept or acknowledge any depth obligation or liability or incur any major expenditure, except as is necessary in the ordinary course of business.
 - (d) KRPL shall no way the terms and conditions of service of its employees engaged in or in relation of the Specifical Undertaking after the Appointed Date, except in the ordinary course with desiress.

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EMPLOYEES

- 0.1 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 favo:able than those as plicable to them in KRPL with reference to the Specified Undertaking on the Effective Di te. 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 Be ard 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 RE . 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 In erruption for the purpose of the said fund or funds.

10 LHOAL PROCEEDINGS

10.1

A! 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.

After the Appointed Date, if any proneedings 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 RSPL, and RSPL shall reimburse and Indemnify KRPL against all liabilities and obligations incurred by KRPL in respect thereof.

ABPL undertakes to have all legal or other proceedings initiated by or against KRPL referred to In Clauses 10.1 and 10.2 above transferred filtre name on and atter the Effective Date and to have the same continued prosecuted and to reced by or against RBPL as the case may be, to the exclusion of KRPL (12.4). स्वयक क

CONTRACTS, DEEDS AND OTHER INSTRUMENTS

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Subject to the other provisions of this Scheme, all configures deeds, bends, insurance Letters of intent, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature personners are to the Specified Undertaking and to which KRPL is a party and subject to the Specified Undertaking and to which KRPL is a party and subject to the Effective Date, shall without any further act or deed to the shall be binding on 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 triparlite 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 KAPL to give effect to the provisions of this Clause.

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SAVING OF CONCLUDED TRANSACTIONS 12

The transfer of Specified Undertaking of KRPL to RBPL pursuant to and in accordance 12.1. 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 ABPL.

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 mahaged by KRPL.

PART C - GENERAL TERMS AND CONDITIONS

- APPLICATION TO HIGH COURT
- Both KRPL and RBPL shall with all feasonable 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 Schame of Arrangement under Sections 391 to 394 of the Act.
- MODIFICATION OR AMENDMENTS TO THE SCHEME 15
- KRPL and RBPL, by their respective 80ard 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 of impose or which the otherwise be considered ne essary, desirable or appropriate by them (i.e. the Board Directors). KRAL and RBPL by their respective Board of Directors be and are held aufflorized to take all such steps as may be inecessary, desirable or proper to reso any coubts, difficulties or questions whether by reason of any directive or orders of an other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any marter consected or connected therewith.
- KOPTHE SCHEME CONDITIONAL 16

Se apnoillone upon and subject to:

- This Scheme want shall Its approval by the requisite majority in number and value of the classes of members and/or creditors of KRRL and Reput dispectively as may be directed by the High Court. its approval by 16.1
- the sanction of the High Court Sections 391 to 394 of the Act by appropriate
- certified cooles of the Order of the Hon'ble High Court sanctioning this Scheme being विद्या With the Regis rat of Companies, Maharashtra at Mumbal by 30th August 2009

EFFECT OF NON-RECEIPT OF APPROVALS / SANCTIONS 67 1008.6

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 expenser for and for in connection with the Scheme:

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.

For RAJESH CHAH & CO.

Advocate for the Petitioner / Applicant

M. D. NARVEKAR GOL PANY REGISTRAR HIGH COURT (O.S.)

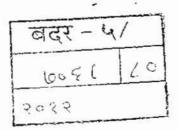


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Schedule – I TERMS AND CONDITIONS FOR ISSUE OF RESULTING COMPANY'S NEW PREFERENCE SHARES

Issuer	Resulting Company .
Instrument	Non-Cumulative Redeemable Preference Shares
Face value	Re 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.









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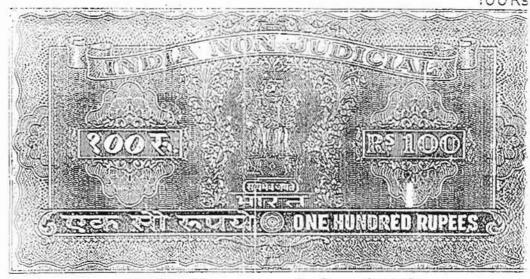
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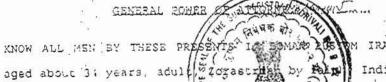
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RIKA . L. K. CHICOGAZO THE STREET

1. * at 15 OCT. 2003. Beman Reithm Iran



Inhabitant, having my permanent for correspondence at

Road, Dahisar West, Mumbai

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WHEREAS " I am the Dyor

(1) M/s.Reysione Real - [Registration (5)



GREETINGS . -

MIR. BOMAN TR. ERANS



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G. SETA NI. MONDEAR.

- (2) M/s Brickworks Trading Pvt.Lta (Registration No 11-115-01)
- (3) M/s.Rustomjee Developments Pvt. Ltd. (Registration Vol'(5201-MH 2001 PTC-1329/7)
- (4) M/s. Credence Property Developer Pvc. 5td. (Registration Vol.) 987131
- 15) M/s. Ashray Ewal.ers Dvt 174 [Registration Sc 11-039619]
- (5) M/s. Rustomyee Landmark Construction Pvt. Dod. (Registration to 11-10-008)
- (7) M/s. Prism Realry Pvt.Ltd. [Registration No.V70100 MR 2003 PTC 141380]
- (8) M/s. Ircon Engineering Pvt.Lcd. (Registration No.11-127835)
- (9) M/s. West Wood Realtors Pvi..Ltd

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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 REGISTRAN DORO assignments including the lodging registration and collecting Original only registered at the Office of Bandra Mumbal, and Fort Mumbal Registrar of Assurances in Incia as the Acase े द्वितं कारास्त्रका respect of the various and singular) Deed of Confirmation, Affi avits and THE SUID X 80 (3) 1 5 1 9 11 , may be required wherein Drieccon it rustal admit the execut or of Companies wherein 1 1008

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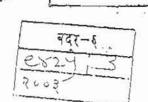
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be the Director in any of the Companies to be formed, incorporated and registered in the State of Maharashtra and in any other State in Maharashtra.

WHEREAS I am desirous of appointing a fit and proper person as my true and lawful attorney to act and do all or any of the following things, matters, deeds and acts and as more fully and particularly setout hereinbelow and I hereby appoint, nominate, constitute, authorise and I have appointed, nominated, constituted and authorised MRS_ GRRTA MANOHAR MONDKAR, aged about 47 years, daughter of Shri. Shagwan Damodar Mistry and wife of Dr. Mano air Gopal Mondkar, having her permanent residence and address for correspondence at Flat No.1301 Building No. 2C , Rustomjee Regency, Ideal .arm, Rustom Imani Marg, whose Signatures I have attested hersunder for proper and easy identification and whose photygraphs is also affixed hereto as a mark of identification as my True and Lawful Attorney to do all or any of things, matters, deeds and acts, in my name and on my Dehalf, as trees 1861 appearing.

1. To execute and admit spexedual before the Sub-Registrar, of everyone pi the singular Agreement for Sale to be execute by me as the Director of any one of the County of Specify above and or as director of the property of Indian be formed and incorporate rand residence in Indian

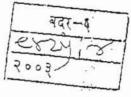


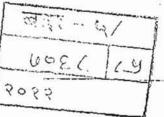
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- 2. To appear, before the Sub-Registrar of Assurances Bandra, Number and or Fort, Mumber and or any other Sub-Registral monderned and to admit execution of the Agreement for all for and on my behalf as the Director of the Companies specified above and or as the Director of the Companies openified above and registered in the State of Manarashtra or elsewhere in Lagra.
- 3 To apply for and receive certified copies of the documents, I.cox II Certificate and receive back the duly registered Original Documents for and on my behalf, and to give effectual discharge or adknowledgement to receipt of such documents and or copies.
- 4. To apply for and to receive refund of Stamp Duty , and or any other charges one and payable on account of Refund of Stamp Duty and charges in respect of the Agreement/s for Sale submitt d for cancellation and refund of Stamp Duty thereof

by the Superintendent of Stamps, Mumbai and to receive back the Original Adjudicated doubleast on the Original Receive adjudicated receipt/acknowledgement thereof.







- This was a transfer of formality for registracion of any cocument of igneement of indenture wherein I sign as the Director of the Company.
- I hereby underrake of ratify each and every one, of the acts, deeds or things which the Attorney may da or cause to be done under the p wers herein granted.
- I have ledged this Ceneral Power of Attorney for due regularization at the Office of the Sub-Pegiggran, Bander, Number. 17:/phe.et

KR BONAN RUSTOM TRANI

MRS GESTA MANGRIA NO TOTAR

(Specimen Fignature of Attorney attested by me)

MR. BOMAN RUSTON TRANT

Identified by us

Ser.

ARS ASSOCIATES
ADVOCATES, HIGH COURT
POST BOX NO. 8241
FLAT A-10, PORAR KUNJ
OPP::RAILWAY STATION
DAMISAR (W) NUMBAL
PIN: 400.066; INDIR
PHONE: [022]28936152
MOBILE: 98214. 86677

REGISTRAR हिंद्यक को

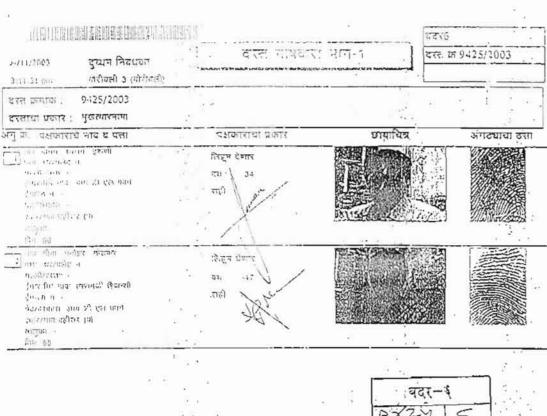
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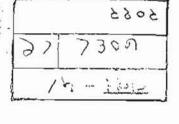
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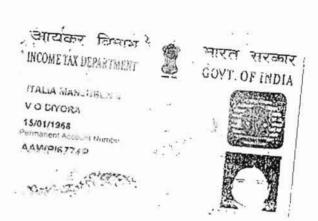
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POTE AS HER MATHER'S NAME VASHARAMBHAI PURSHOTTUMBHAI

ज्ञान विकि DAT: OF BIRTH

01-04-1962

KRTIET ISIGNATURE ann as 071 (47 24 Wan

आयकर आयुक्त-१, पुने

alaman simal

दिर - ५/ 6086 00 2085





15/08/2012

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

वदर5 दस्त क्र 7068/2012

en

4.45:34 pm ं दरत क्रमाक :

वारीवली २ (कांदिवली)

7068/2012

दस्ताचा प्रकार: करारनामा

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा टसा

अनु क्र. पक्षकाराचे नाव य पत्ता नायः वल्लभभाइ चरारामभाई इटालिया -

पदा घर/पर्नेट न १/ए/11, रुस्तमजी रिजेन्सी, औछ जे लिहून घेणार रस रोड दक्षिमा ५ मु-६८

गर्ल्स/रासा -

इंसारतीय वाह

. उंगारत न -पट/दसाहत -

गहर/गाव गिलुका: -

वय सही

पदसमा यहती पद्या

50



नावः मजुवेन यल्लभभाई इटालिया - • यता ६२ थली इ च प्रशिलप्रमाणे

वस्तीवस्ता

ईमारतीधे नाव

इंमारत न पेट/वसमूहत

शहर, गढ तालुका -

(देन

रंग रासर AAWPI6774P

लिहन घेणार

वद 45

सही



11-1-15 खालील 2 पक्षकारांची कवुली उपलब्ध नाही.

अनु क्र. पक्षकाराचे नाव

ठरनमजी बिल्डकॉन **प्रा लि चे** सचालक बोमन रुस्तम ईरापी तर्क मुखरवार गीता **र**न्तेहर मांडकेर · · गामन रस्तन हराणी तर्फे मुखत्यार गीता मनीहर मांडकर - -





दरत गोषवारा भाग - 2

यदर5

दरत क्रमांक (7068/2012)

नाव यल्लभभाइं वशरानभाइं इटालिया - -

1920 . नय्कल (अ. 11(1)), पृष्टांकनाची

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

दिसंक 16/08/2012

वाबती क..70/6

30000 नोदणी फी

सङ्क्षत्र (आ. 11(2)),

धावतीचे वर्णन

दरम क (वदर5-7068-2012) चा गोगवारा बाजार मुन्द :5184000 मोबदला 71600 े भराज्य गुडावा गुरुक : 358000

दात हजर कल्याचा दिनाक :16/08/2012 ७६ ३१ ७५,१

निप्पादनाचा हिनांक : 16/08/2012

दस्त हजर करणा-याची सही

ell-14 md en i 21 148 261

दरताचा प्रकार 25) करारनामा शिक्वा क : श्री वेळ : (सादरीकरण) 15/08/2012 64:37 PM

शिवका क्र 2 भी वेळ : (फी) 16/08/2012 04:44 PM

31920: एक्ण

एकत्रिल फी

आळख :

खासील इसम असे निवेधीत करतात की, ते दरलएंबज करुन देणा-याना व्यक्तीशा ओळखतात. दु. निवंधकाची सही, पौरीवली 2 (कांदिवली) व स्यांची ओळख पटवितात.

1) मनोहर कोळी- - ,घर/फ़र्सेंट न: 02, अयर अपार्टमेंट, रावळपाडा, दहिरार पू मुं-68

ईमारतीचे नाव -

ईमारत न -

पट बसाहत -

MET FOR

2) निकेश पादील- - ,घर/फ़्लॅट नः वरीलप्रमाणे

गल्ली/स्स्ताः -

र्नारतीय नाव -

ईसप्त नः -

वेड/बसाहतः •

शहर/गावा-तालुकाः -

पिनः -



दु निवंधकाधी सही गरीयली 2 (कादियली)



1 01 1

8/08/2012

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

वदर5

दस्त क्र 7068/2012 ex

11:24:12 am

बोरीवली 2 (कांदिवली)

दरत क्रमांक :

7068/2012

दस्ताचा प्रकार: करारनामा

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा दसा

अनु क्र. .पक्षकाराचे नाव व पत्ता नाक रुस्तमजो विल्डकॉन प्रा लि चे सचालक बामन

नाक रुस्तमजा बिल्डकान प्राप्ता प समास्त्र नाज करान करान हैराणी तर्फ मुखत्यार गीता मनोहर मोडकर - पता धर/फ्लंट नं 702, नटराज, एम व्ही रोड जकरान

अधेरी पू मु-६३ गल्ही/रस्ता -ईमारतीचं नात

लिह्न देणार

सही





बाद प्रोजन रुस्तम इसामी तर्फ मुखरबार गीला मनोहर मोडकर -

पत्ताः चर,पतंद न आयदियल, चेस्ट ऑफ रस्थ लाइन्स इहिसर प पु-68

गल्ली/२स्ता इंमारतीय नाव ५ ईमप्त स. -वंद/यसाहतः -

राहर

मान्यता द्रणार

74

तही







दस्त क्रमांक (7068/2012)

ey

पावती क '7078 दि-।क:16/08/2012 पायतीचे धर्णन

गावः वल्लभभाई वशरामभाई इटालिया - -

·नोंदणी फी 30000

:नरफल (अ. 11(१)), पृष्टाकनाची 1920

नक्फल (आ 11(2)),

হুজবান (अ. 12) <mark>य छाया</mark>चित्रण (अ. 13) ->

एकत्रित फी

31920: एक्ण

द्. निबधकाची सही, योरीवली 2 (कांदिवली)

दस्त क्र [यदर5-7068-2012] धा गोववार। याजार मुल्य .5184000 मोबंदला 7160000 भरलेल मुद्राक शुल्क : 358000

दरत हजर केल्याचा दिनांक :16/08/2012 04:37 PM

निष्पादराचा दिनाक : 16/08/2012 दस्त इजर करणा-दग्वी सही :

दरताया प्रकार 25) करारनामा

शिक्का क । यो वेळ : (सादरीकरण) 16/08/2012 04:37 PM शिक्का क्र. 2 ही वेळ : (फ़ी) 16/08/2012 04:44 PM(कार्यवाही पूर्ण)

शिक्ता क्र. 3 ची येळ : (कबुली) 28/08/2012 11:24 AM शिल्का क्र 4 ची येळ : (ओळख) 28/08/2012 11:24 AM

दरन नोद केल्याचा दिनांक : 28/08/2012 11:24 AM

खातील इसम असे नियेदीत करतात की. ते दस्तऐयज करून देणा-यांना व्यक्तीशा ओळखतात,

व त्याची ओळख पटवितात.

1) मनोहर कोळी- - ,घर/फ़्लॅंट नं: 02, अंबर अपार्टमेट, रावळपाडा, दहिसर पृ मुं-68

इंनारतीचे नाव -

ईमारत न -

वट/वसाहतः ।

शहर/गाव:-

तालुकाः -

विभ

2) निक्रंश पाटील- - .घर/फ्लॅंट में। वरी

गल्ली/रस्ता: -इंमारतीयं नावा

इंसारत ६. •

<u>ऐट/यसाहतः</u> -

शहर/गाव:-

रालुका: िन, -

दु. निवधकरची सही वोरीदली 2 (कांदिवली)

REG'STRAR हाइपक को " SUBURBAY

प्रमाणित करणेत येते की, बा दस्तामध्ये एकूर्ण ८५ प्राचे शाहेत

सहः दुव्याः निषंघकः, बारीवली क्र. २, मुंबद्दे उपनगर जिल्हा

बदर-५/008 ८/२०१२

पुस्तक क्रमांक १, क्रमांकवर

दिनाकः:

मोडला. 2 8 AUG 2012,

सह. ट्रप्रण निर्देशक, दोशीवली क. रे. मंबहं उपनार जिल्हा.